

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 16, 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 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. PLEDGE OF ALLEGIANCE

V. WEEKLY BRIEFING

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

VI. PUBLIC COMMENTS/ANNOUNCEMENTS

VII. CONSENT AGENDA

A. Minutes:

1. June 17, 2019 Regular Session

B. Vote to accept the resignation of Angelo Kyriakes, from the Harwich Historic/Historical Commission, effective 12.6.19

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

A. Application for a transfer of the Annual, Common Victualler, All Alcoholic Beverages License now held by Ham and Bri LLC DBA Reds Pizza, 703 Main Street, Harwich, MA 02645 to Beachlight, LLC DBA Seal Pub, 703 Main Street, Harwich, MA 02645, on the following described premises located at 703 Main Street, Harwich, MA 02645: Indoor area – Two dining rooms, bar room, kitchen, prep room, two bathrooms and an office. Two entrances. Outdoor area – Patio seating of six tables, seating 20. Discussion and possible vote

IX. NEW BUSINESS

A. Vote to accept the recommendation of the Harwich Board of Registrars to appoint Deborah Sementa as an Assistant Registrar

B. Discussion and possible vote (subject to approval from Town Counsel) - Release of Sand Rights at 9 Highland Avenue South Harwich – approved May 9, 1995 at Annual Town Meeting, Attorney Brian Widegren for homeowners, Evan and Molly Hoorneman

C. Annual Meeting with the Board

1. Cemetery Commission

2. Golf Committee

D. Discussion and possible vote - Golf Committee – Rate & Fees

E. Vote – Annual Auto License Renewals 2020 – as listed in the packet

F. Vote - Common Victuallers License Renewals 2020 – as listed in the packet

G. Vote - Annual Entertainment License Renewals 2020 – as listed in the packet

H. Vote - Annual Liquor License Renewals 2020 – as listed in the packet

I. Vote – Annual & Seasonal Lodging House or Innholders License Renewals 2020 – as listed in the packet

J. Discussion and possible vote - West Harwich DCPC Board of Selectmen liaison selection

K. Discussion and possible vote –Staffing needs – Administration Department

L. Discussion – Town Administrator Search Process; Search Firms, Salary Requirement, Other Towns Experiences

M. Discussion and possible vote – Town Administrator Search Committee

X. CONTRACTS

A. Discussion and possible vote - Municipal Solid Waste (MSW) Disposal Recommendations; New Bedford Waste

B. Discussion and possible vote – Municipal Solid Waste (MSW) Disposal Recommendations; Covanta

C. Discussion and possible vote – Municipal Solid Waste (MSW) Commercial Tip Fee increase from \$100 per ton to \$120 per ton

D. Discussion and possible vote - Addition to the existing Plymovent Source Capture Emergency Vehicle Exhaust Fume Removal Systems at Fire Station #2 – Griffin Ryder

XI. OLD BUSINESS

XII. TOWN ADMINISTRATOR'S REPORTS

A. Signature Requested – Memorandum Agreement Extension for the mitigation funded Main Street Corridor Improvements Project

B. Discussion - DHY Clean Waters Professional Services Agreement Discussion – Dave Young, CDM Smith

C. Discussion - Weston and Sampson DHY Peer Review Engineering Services

D. Budget/Warrant Time Line FY 2021

E. Departmental Reports

XIII. SELECTMEN'S REPORT

XIV. 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 12, 2019

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

CONSTRUCTION SCHEDULE – WEEKLY UPDATE

Date Submitted: December 11, 2019

One 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 **

Two 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
 - Commence Installation of Ellis Dr. & White Pine Circle

Three Week Look Ahead (12/30-01/03) ** No Work on 01/01 **

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

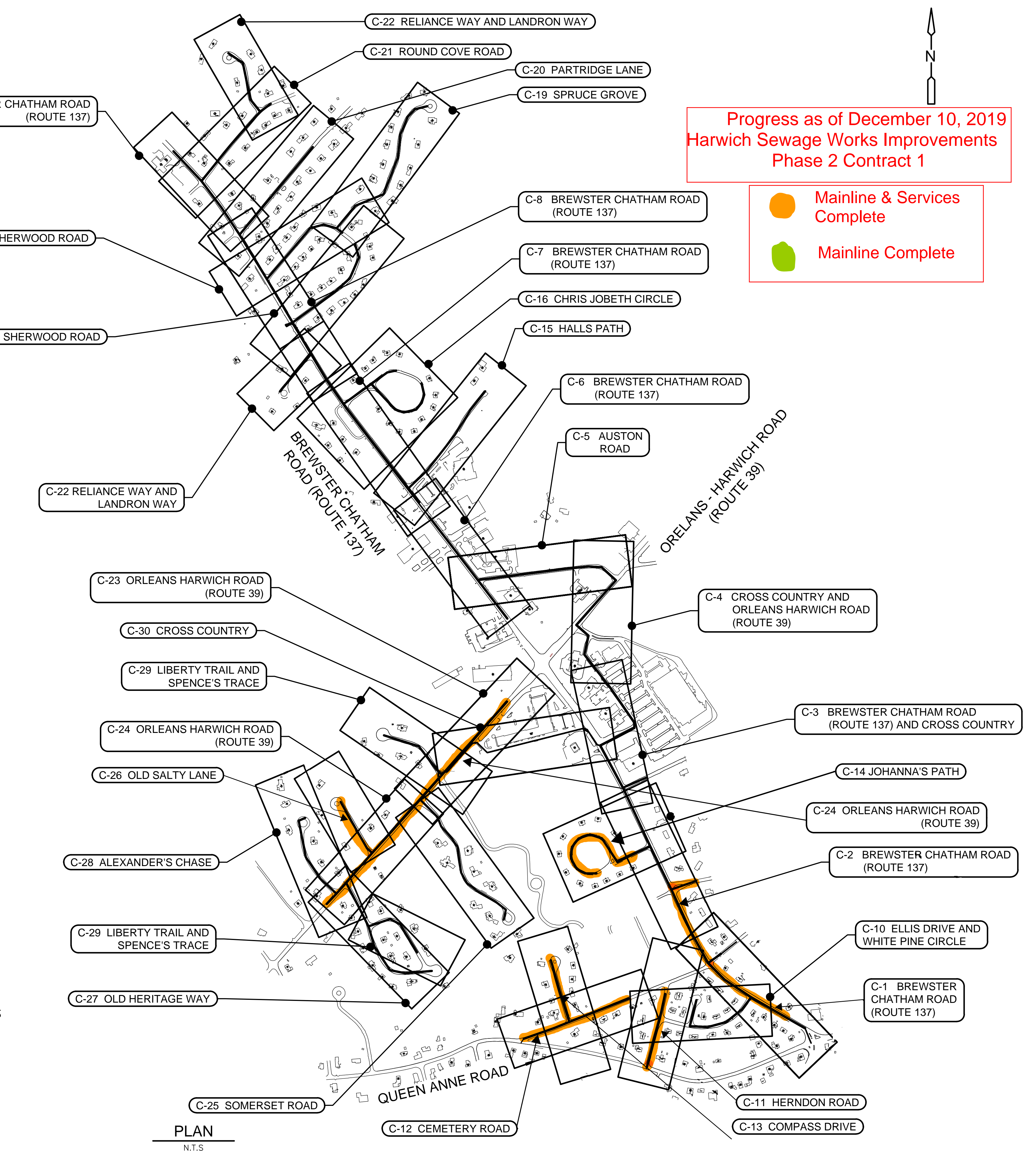
Please note that this is a projected schedule and will be adjusted accordingly based on the Contractor's actual progress and the weather. On an as needed basis auxiliary crews will be performing testing, installing inverts, raising castings, paving , and performing general cleanup at various locations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



Progress as of December 10, 2019
Harwich Sewage Works Improvements
Phase 2 Contract 1

 Mainline & Services Complete

 Mainline Complete



C-22 RELIANCE WAY AND LANDRON WAY

C-21 ROUND COVE ROAD

C-20 PARTRIDGE LANE

C-19 SPRUCE GROVE

CHATHAM ROAD (ROUTE 137)

C-8 BREWSTER CHATHAM ROAD (ROUTE 137)

SHERWOOD ROAD

C-7 BREWSTER CHATHAM ROAD (ROUTE 137)

SHERWOOD ROAD

C-16 CHRIS JOBETH CIRCLE

C-15 HALLS PATH

C-6 BREWSTER CHATHAM ROAD (ROUTE 137)

C-5 AUSTON ROAD

C-22 RELIANCE WAY AND LANDRON WAY

BREWSTER CHATHAM ROAD (ROUTE 137)

ORLEANS - HARWICH ROAD (ROUTE 39)

C-23 ORLEANS HARWICH ROAD (ROUTE 39)

C-30 CROSS COUNTRY

C-29 LIBERTY TRAIL AND SPENCE'S TRACE

C-4 CROSS COUNTRY AND ORLEANS HARWICH ROAD (ROUTE 39)

C-24 ORLEANS HARWICH ROAD (ROUTE 39)

C-3 BREWSTER CHATHAM ROAD (ROUTE 137) AND CROSS COUNTRY

C-26 OLD SALTY LANE

C-14 JOHANNA'S PATH

C-28 ALEXANDER'S CHASE

C-24 ORLEANS HARWICH ROAD (ROUTE 39)

C-2 BREWSTER CHATHAM ROAD (ROUTE 137)

C-29 LIBERTY TRAIL AND SPENCE'S TRACE

C-10 ELLIS DRIVE AND WHITE PINE CIRCLE

C-27 OLD HERITAGE WAY

C-1 BREWSTER CHATHAM ROAD (ROUTE 137)

C-25 SOMERSET ROAD

C-12 CEMETERY ROAD

C-11 HERNDON ROAD

C-13 COMPASS DRIVE

PLAN

N.T.S.

**MINUTES
SELECTMEN'S MEETING
GRIFFIN ROOM, TOWN HALL
MONDAY, JUNE 17, 2019
6:30 P.M.**

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

OTHERS PRESENT: Town Administrator Christopher Clark, Assistant Town Administrator Joe Powers, Conservation Administrator Amy Usowski, Deputy Fire Chief Dave LeBlanc, Duncan Barry, Jeannie Wheeler, Harwich Chamber Executive Director Cyndi Williams, Sheila House, Ginny Hewitt, Sally Robano, Lincoln Hooper, Charleen Greenhalgh, Griffin Ryder, Chris Nickerson, Charlie Sumner, and others.

WEEKLY BRIEFING

- A. Conservation Administrator Amy Usowski made two announcements:
1. Advisory closure for swimming at Hinkley Pond, due to the start of a low-level blue-green algal bloom.
 2. Piping Plover and tern update:
 - a. One pair at Red River beach still has one chick alive (of four hatched), which is due to fledge (i.e. fly) around June 26. Barricades have been put up at the parking lot to protect the unfledged chick, but will be able to be removed before the July 4th holiday.
 - b. There are eight chicks (from two pairs) between Wychmere Harbor Club and Pilgrim Road area. Chicks are due to fledge before July 4th.
 - c. There is symbolic fencing up in both areas mentioned above to protect the chicks, which is required by state law. The public is advised to stay out of fenced areas. Fenced areas do not restrict the public's access to the water and the town provides other beaches without symbolic fencing. If people and their animals do not respect restrictions and chicks do not survive, there is a chance plover pairs will re-nest, which could extend restrictions further into the summer.
 - d. Common and Least Terns are foraging off of town beaches but are not nesting here, so there are no restrictions currently due to these birds.
- B. Deputy Chief announced that the fire department secured a summer intern from the University of New Haven to assist with pre-fire planning for commercial buildings. These pre-plans require a software for which the department has recently secured a \$2,500 grant from Factory Mutual to pay for the first year of the software and for a tablet with which to collect site data.

PUBLIC COMMENTS/ANNOUNCEMENTS

- A. Duncan Barry of West Harwich made two announcements:

1. The Harwich Historical Society opened an exposition yesterday dedicated to the houses of Captain's Row—from the settlement in the 1650s to recent/post-WWII roadside architecture. Makes case for proper zoning of the area. He's happy to provide tours to members of the Board.
 2. Presented to the Board a letter, written in 2017 by the Chairman of the Eastham Board of Selectmen to prevent development of a Dollar General along 6A in Eastham, as an example for the Board to consider for the proposed development along Rte. 28 in West Harwich.
- B. Jeannie Wheeler, Trustee of Brooks Free Library, invited the public the celebration of the completion of the Restoration and Preservation Project Saturday, June 29, 2-4pm.
- C. Cyndi Williams, Executive Director of the Harwich Chamber, announced the annual Harwich Chamber Charitable Foundation's Run for Harwich Youth, which will affect Rte. 28 to South St. from 9:15-11:30am on Saturday.
- D. Sheila House of Harwich Youth and Family Services announced two retirements from the Harwich Youth Services Committee: Barbara Seigal and Jim Hartley. She recognized Mr. Hartley for his 19 years of service (since the Committee's inception). Jim Hartley appreciated the Town for being family oriented and geared toward children.
- E. Ginny Hewitt, Brooks Free Library Director, made two announcements:
1. Carol Center for the Blind and Mass Commission for the Blind awarded the Thomas Carol Award for Employment to Assistance Technology Coordinator, Carla Burke, as the blind employee of the year for Massachusetts on June 6, 2019.
 2. Reading portion of the Summer Reading Program is underway. They replaced reading prizes with "Maker Kits". The program portion kicks off on Friday on the field behind the community center at 5pm.
 3. Friends of Brooks Free Library is sponsoring all the summer programs, with programs available almost daily for kids—schedule is available at the library and on the library's website
- F. Sally Robano followed up on Duncan Barry's announcement regarding the development proposal.

CONSENT AGENDA

- A. Vote to approve 2019 Annual Miscellaneous Re-Appointments
- B. Vote to approve the recommendation of the Assistant Town Administrator to approve the installation of approximately 37' (feet) conduit and one handhole#506/H6A in town road to customer at 36 Huckleberry Path, Harwich
- C. Vote to approve the recommendation of the Town Administrator for the promotion and appointment of Carlene Jones to the position of Assistant Assessor
- D. Vote to approve the proposed Visiting Nurse Association FY20 contract - \$4,000
- E. Procedure on the release of certain Executive Session Minutes—Second Reading

Mr. Ford moved adoption of the Consent Agenda Items A through D. Mr. MacAskill seconded the motion.

Department of Public Works Director, Lincoln Hooper, recommended that, for Item A, Griffin Ryder be appointed as the alternate to the JTC, instead of Chris Nickerson.

Mr. Ford moved to approve the 2019 Annual Miscellaneous Re-Appointments with one change: Cape Cod Joint Transportation Committee alternate representative no longer being Chris Nickerson—now being Griffin Ryder. Mr. MacAskill seconded, and the motion to change carried by unanimous vote. Mr. Powers provided an explanation for Item E. Mr. Howell moved that the revised procedure for the release of certain executive Session Minutes be approved. Mr. MacAskill seconded, and the motion carried by unanimous vote.

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

None presented.

NEW BUSINESS

A. 5 year Recertification of Participation in the Community Rating (CRS) System Program:

Town Planner, Charleen Greenhalgh, provided an explanation for the CRS. She explained that the town is currently considered a class 8, which allows a 10% discount for those in need of flood insurance. This year, due to much effort by staff, the town will move to a class 7, which would afford a 15% discount. The CRS is a daily consideration—not just every 5 years. Ms. Greenhalgh made the following recommendations for the 5-year Recertification of Participation in the CRS:

1. BOS vote to authorize the Chair to sign a letter regarding wetland and flood plain land under its jurisdiction
2. BOS to vote to authorize the Chair to sign the required Verification Letter for the CRS Recertification
3. BOS vote to authorize the Chair to sign the letter for Protection of Open Space in Flood Zones

Mr. MacAskill made a motion to authorize the Chair to sign a letter regarding wetland and flood plain land under its jurisdiction as presented. Mr. Howell seconded. Ms. Greenhalgh further clarified that the Town is eligible for class 6, but something at the state-level is preventing any communities within Massachusetts from qualifying for class 6. The motion carried by unanimous vote.

Mr. MacAskill made a motion to authorize the Chair to sign the required Verification Letter for the CRS Recertification as presented. Mr. Howell seconded, and the motion carried by unanimous vote.

Mr. MacAskill made a motion to authorize the Chair to sign the letter for Protection of Open Space in Flood Zones. Mr. Howell seconded, and the motion carried by unanimous vote.

B. Road Maintenance revisit due to failed funding—Chapter 90 only

Mr. Clark provided background. He explained that the town now only had \$90,000 to address the maintenance needs. Mr. Hooper explained that our roads are in good condition because of an aggressive maintenance program supported by the community. This is the first time in 16 years that there has not been local money. Because of this aggressive maintenance program, Mr. Hooper explained that one year with less funding will likely not have much impact. However, if this is repeated for several years, at some point the roads will require more reconstruction (as with Lower County Road) than simply maintenance. Mr. Hooper further explained the costs of current proposed drainage project at Depot Road. He urged the Board to approve the new Chapter 90 plan, so that the project could move forward before the current contract expired.

Mr. Howell and others voiced concerns over the language used in the ballot articles. They felt it needed to be better clarified so that local funding is not lacking in the future.

Mr. McManus moved to approve the Chapter 90 submission as presented by the Director of the Department of Public Works. Mr. Clark clarified that this was to approve the proposed road maintenance program in the amount of \$173,500 for drainage work on Depot Rd., South Harwich. Mr. Howell seconded, and the motion carried by a vote of 4-1 with Mr. MacAskill opposed.

Mr. Hooper further discussed the plans for Lower County Road, now that reconstruction has been voted down by the Town. The road requires \$150,000 worth of patching, which will need to get done before winter. If this is bid as a separate project, it may cost less. The DPW is asking for the Board's input on whether to patch and revisit in a year and re-visit or chip seal the road until more major reconstruction is required.

Mr. MacAskill inquired about the \$120,000 in Water Department Responsibility. Mr. Clark and Mr. Hooper explained that, when they thought the project would pass town meeting, that Chapter 90 funds would cover that responsibility. Given that it hasn't, the Water Department is going to contribute \$60,000 toward the Lower County Road Project as a compromise. Regarding the \$1,000,000 originally requested for the project and rejected, Mr. MacAskill asked why parts of the project (i.e. some drainage) could be completed with the remaining Chapter 90 funds, instead of simply patching. He does not believe it reasonable to expect the project to be accepted next year when it was rejected this year. Mr. Hooper explained the proper order of road repairs and did not believe a piecemeal approach to be appropriate or cost effective.

Mr. Ballantine requested that Mr. Hooper return the following week to present a more detailed analysis of Lower County Road. The Board debated the benefits and the costs to the taxpayers of temporary fixes to the road vs. increasing costs of major repairs in the long run.

CONTRACTS

- A. Award bid for Town of Harwich Fire Station #2 Security System Bid to Galaxy Integrated Technologies, Inc. and sign agreement document

Mr. MacAskill moved to award the bid for Town of Harwich Fire State #2 Security System Bid to Galaxy Integrated Technologies, Inc. and sign agreement document in the amount of \$85,000. Mr. Howell seconded and the motion passed by unanimous consent.

OLD BUSINESS

- A. Phase 2 Sewer and Sewer Pump Station Easements: Execution of Order of Taking; and Acquisition of Sewer and Drainage Easements in Public Ways: Execution of Order of Taking

Mr. Clark clarified some concerns from the Town Clerk regarding the public ways—some documents weren't on file with the town clerk and some older roadways, historically maintained by the town, predated book and page numbers. This caused a delay last week because the town must have possession of all the land on which the system will be constructed.

Mr. McManus moved to approve the Order of Taking with the Board of Selectmen acting as the Sewer Commission for the various easements as detailed in the Order of Taking as presented by the town attorney. Mr. Ford seconded the motion.

Mr. MacAskill and Mr. Howell expressed concern about the communication in the process, the amount of time Mr. Clark gave the process, and in the certification process itself. Mr. Clark explained that he had sought information from Mr. Hooper and other town experts in confirming the town's jurisdiction over the older roadways in question. Mr. Ford clarified that, while this situation was unusual, typical records requests require minimal time, and therefore, Mr. Clark's timing was understandable.

The motion presented by Mr. McManus carried by a vote of 3-2, with Mr. MacAskill and Mr. Howell voting against.

- B. Bid award Robert B. Our contract - \$11,368,663.48

MOTION: Authorize the Town Administrator to execute the Phase 2 Contract 1 CWSRF4424/1 to the Robert B. Our Company in the amount of \$11,368,663.48

Mr. McManus moved to award the bid to Robert B. Our the contract of \$11,368,663.48 and authorize the Town Administrator to execute the Phase 2 Contract 1 CWSRF4424/1 to the Robert B. Our Company in the amount of \$11,368,663.48. Mr. MacAskill seconded the motion.

Representatives from Weston and Sampson discussed the bid costs for sewer/wastewater work and noted that there are fewer bidders available for projects, because there is plenty of available work.

Mr. Ford and Mr. MacAskill voiced concern about the quote being 30% higher than expected. Representatives from CDM Smith attempted to explain this difference—most of the increase is in the cost of the pavement (which is up almost 50% from the time of the estimate).

- C. Review of Town Meeting Actions—Pass/Fail

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.

TOWN ADMINISTRATOR'S REPORTS

A. Department Reports:

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.

SELECTMEN'S REPORTS

A. Department Reports:

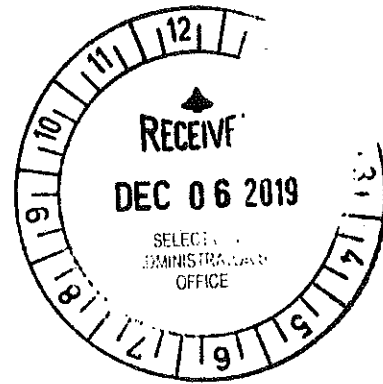
Mr. Clark explained that very few people are using the center after 9:00 PM, so the director recommended, as part of the budget hearing, that the center close at that time.

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



December 3, 2019

Ms. Anita Doucette, Town Clerk
Town of Harwich
732 Main Street Harwich, MA

Dear Anita,

Per my conversation yesterday with Mary Maslowski, effective immediately, I regretfully resign my appointment as alternate member to the Harwich Historical District Commission.

I have thoroughly enjoyed working with the Board Members and it is my hope to continue working with the Harwich Historical Commission in the future.

Thank you for your attention and guidance.

Best regards,

Angelo Kyriakides





The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
 www.mass.gov/abcc

APPLICATION FOR A TRANSFER OF LICENSE

Municipality

1. TRANSACTION INFORMATION

- Transfer of License
- Alteration of Premises
- Change of Location
- Management/Operating Agreement
- Pledge of Inventory
- Pledge of License
- Pledge of Stock
- Other
- Change of Class
- Change of Category
- Change of License Type (\$12 ONLY, e.g. "club" to "restaurant")

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

Seeking permission to transfer Annual All Alcohol license attendant to the sale of an existing restaurant business.

2. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
On-Premises-12 <input checked="" type="radio"/>	§12 Restaurant <input checked="" type="radio"/>	All Alcoholic Beverages <input checked="" type="radio"/>	Annual <input checked="" type="radio"/>

3. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises.

Current or Seller's License Number FEIN

Entity Name

DBA Manager of Record

Street Address

Phone Email

Add'l Phone Website

4. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. If this application alters the current premises, provide the specific changes from the last approved description. You must also submit a floor plan.

Two dining rooms, bar room, patio seating; kitchen, prep room and office; two bathrooms; two means of ingress/ egress. Seating for 38.

Total Sq. Footage	<input type="text" value="3610"/>	Seating Capacity	<input type="text" value="38"/>	Occupancy Number	<input type="text"/>
Number of Entrances	<input type="text" value="2"/>	Number of Exits	<input type="text" value="2"/>	Number of Floors	<input type="text" value="1"/>

APPLICATION FOR A TRANSFER OF LICENSE

5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

Transferor Entity Name By what means is the license being transferred?

List the individuals and entities of the current ownership. Attach additional pages if necessary utilizing the format below.

Name of Principal	Title/Position	Percentage of Ownership
Adam Smith	owner/operator	100
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:
On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers - At least 50% must be US citizens;
Off Premises(Liquor Store) Directors or LLC Managers - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	SSN	DOB
Robert Young	1006 Route 28, Harwich, MA 02645	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
owner	40	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Josh Winston	1006 Route 28, Harwich, MA 02645	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
owner	39	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Michael Scott	1006 Route 28, Harwich, MA 02645	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
owner and manager	30	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

APPLICATION FOR A TRANSFER OF LICENSE

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST (Continued...)

Name of Principal	Residential Address	SSN	DOB
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Additional pages attached? Yes No

CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions. Yes No

MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement? Yes No

Please provide a copy of the management agreement.

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes No

If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
Robert Young	Gen On Premises	Russian River Eagle	Russian River, CA
Robert Young			Fort Lauderdale, FL

APPLICATION FOR A TRANSFER OF LICENSE

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled?
Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

7. CORPORATE STRUCTURE

Entity Legal Structure Date of Incorporation

State of Incorporation Is the Corporation publicly traded? Yes No

8. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

Will the Landlord receive revenue based on percentage of alcohol sales? Yes No

9. APPLICATION CONTACT

The application contact is the person who the licensing authorities should contact regarding this application.

Name:

Phone:

Title:

Email:

APPLICATION FOR A TRANSFER OF LICENSE

10. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	
B. Purchase Price for Business Assets	
C. Other* (Please specify)	
D. Total Cost	\$ 100,000.00

*Other: (i.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):"

SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
Robert Young	
Total:	

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
Adam Smith	\$50,000.00	seller/promissory note	<input type="radio"/> Yes <input checked="" type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

Anticipate requiring \$10,000.00 for minor interior renovations and \$25,000.00 in operating capital. Robert Young shall provide \$85,000.00 from his IRA (see attached). The seller, Adam Smith, shall take back a note for \$50,000.00.

11. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? Yes No

Please indicate what you are seeking to pledge (check all that apply) License Stock Inventory

To whom is the pledge being made?

12. MANAGER APPLICATION

A. MANAGER INFORMATION

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name: Date of Birth: SSN:

Residential Address:

Email: Phone:

Please indicate how many hours per week you intend to be on the licensed premises:

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen? Yes No *Manager must be a U.S. Citizen
 If yes, attach one of the following as proof of citizenship: US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime? Yes No
 If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
		see attached		

D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? Yes No If yes, please fill out the table. Attach additional pages, if necessary, utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature: Date:

APPLICANT'S STATEMENT

I, Robert Young the: sole proprietor; partner; corporate principal; LLC/LLP manager
Authorized Signatory
of Beachlight, LLC
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature:



Date:

11/14/19

Title:

Manager, Beachlight, LLC

CORPORATE VOTE

The Board of Directors or LLC Managers of Beachlight, LLC
Entity Name

duly voted to apply to the Licensing Authority of Hanwich, Massachusetts and the
City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on
Date of Meeting

For the following transactions (Check all that apply):

- New License
- Transfer of License
- Change of Manager
- Change of Officers/
Directors/LLC Managers
- Change of Location
- Alteration of Licensed Premises
- Change Corporate Name
- Change of Ownership Interest
(LLC Members/LLP Partners,
Trustees)
- Change of Class (e. Annual / Seasonal)
- Change of License Type (e. Club / Restaurant)
- Change of Category (e. All Alcohol/Wine, Malt)
- Issuance/Transfer of Stock/New Stockholder
- Other
- Change Corporate Structure (e. Corp/LLC)
- Pledge of Collateral (e. License, Stock)
- Management/Operating Agreement
- Change of Hours
- Change of DBA

"VOTED: To authorize Robert Young
Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint Michael Scott
Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,

Robert Young
Corporate Officer / LLC Manager Signature

Robert Young

(Print Name)

For Corporations ONLY
A true copy attest,

Corporation Clerk's Signature

(Print Name)

ADDITIONAL INFORMATION

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.

The principals of Beachlight, LLC, d/b/a/ Seal Pub, are all in the processs of making Harwich, Massachusetts their permanent home; and have purchased a multi-unit property located at 1006 Route 28, Harwich, MA.

Town of

Anita N. Doucette, MMC/CMMC
Town Clerk



Harwich

732 Main Street
Harwich, Massachusetts 02645
Tel. 508-430-7516

December 6, 2019

Larry Ballantine Chair
Board of Selectmen
732 Main Street
Harwich, MA 02645

Dear Mr. Ballantine:

The Harwich Board of Registrars would like to appoint Deborah Sementa as an Assistant Registrar to help with the Voter Registrations and Elections.

This appointment requires the confirmation of the Board of Selectmen.

Thank you.

Respectfully,

Anita N. Doucette, MMC/CMMC
Town Clerk



BRIAN D. WIDEGREN
ATTORNEY AT LAW
72 Route 28- Suite 6
WEST HARWICH, MASSACHUSETTS 02671

(508) 432-2600
FAX (508) 430-0100

December 12, 2019

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

Re: Mollie and Evan Hoorneman
9 Highland Avenue
South Harwich

Gentlemen:

Please be advised that I represent Evan and Molly Hoorneman, the owners of 9 Highland Avenue in South Harwich. The Hoornemans purchased that property in November of 1994. It was discovered by their attorney at the time that the ownership of the property was subject to the right of the town of Harwich to remove sand from that property. In the Annual Town Meeting of May 9, 1995, Article 54 was presented to the Town Meeting seeking to have the Selectmen release the sand rights, thereby clearing the Hoornemans title to their property.

The vote to approve the article was unanimous. I have enclosed a copy of the vote on Article 54 as certified by the Town Clerk. Although the article was approved, it appears that no action was subsequently taken to complete the process by having the Selectmen release the sand rights.

Therefore, I respectfully request that an item be placed on the Selectmen 's agenda for the December 16 meeting. The agenda item would be a request by Evan and Molly Hoorneman that the Selectmen execute, in a form suitable for recording at the Barnstable County Registry of Deeds, a release of the sand rights presently held by the Town of Harwich in the land owned by Mr. and Mrs. Hoorneman located at 9 Highland Ave. in South Harwich.

Very truly yours,


Brian D. Widegren

Town of

Anita N. Doucette, MMC/CMMC
Town Clerk



Harwich

732 Main Street
Harwich, Massachusetts 02645
Tel. 508-430-7516
Fax 508-430-7517

**TOWN OF HARWICH
ANNUAL TOWN MEETING
MAY 9, 1995**

ARTICLE 54. Release Sand Rights

Article 54. To see if the Town will vote to allow the Selectmen to release sand rights presently held by the Town or Harwich (but not exercised for the last forty years) in land presently owned by Evan R. and Mollie M. Hoornemann at 9 Highland Avenue in South Harwich. Property is shown on Assessor's Map 34 as Parcel X1-2 and to act fully thereon. By petition.

Motion: (Emulous Hall, Finance Committee) I move that this article be accepted and adopted (duly seconded)

Action: (Michael D. Ford, Moderator) This article is a transfer of interest in land, it needs a 2/3 majority vote to pass. It was a unanimous vote and I so declare it.

A true copy:

Attest: Anita N. Doucette
Anita N. Doucette, MMC/CMMC
Town Clerk

2019 Cemetery Commission Annual Report

The Harwich Cemetery Commission is comprised of three appointed Harwich residents charged with overseeing the town's seventeen cemeteries. Our current commissioners are Cynthia Eldredge and Steven Connor. We would like to thank Karen Young for her time, dedication and hard work as a Commissioner. We have a vacancy on the Commission at this time. We both have been sworn in and have up to date State Ethics testing.

The Commission meets the first Tuesday of each month and we have had eleven meetings this year.

The Commission supports and provides guidance to the Cemetery Administrator, prioritizes yearly expenditures of revenue from annual lot sales and establishes policies and regulations related to the public use, operation and maintenance of the town's burial grounds. The town's cemeteries cover over one hundred acres of land.

Each year the number of cremations has increased and the Commission will be exploring revisions in lot sizes to better accommodate this trend.

As of September 14, 2019 the available balance in the Commission's Annual Revolving Fund was \$97,960.01

The following are projects the Commission has worked on:

- New signs were installed for Evergreen Cemetery, East Harwich Methodist Cemetery and South Harwich Cemetery.
- We worked on the Kelley Cemetery with Evan Melillo. He has spoken with the Town Administrator and Town Counsel to have the property appraised.
- The property to expand the cemetery was taken at the Annual Town Meeting in 2008, legislation was filed at the State House and we are waiting to have a new map filed at Barnstable County Registry of Deeds.

- We purchased trees from the Cape Cod Cooperative Extension Service and planted them at Island Pond. In June we planted two trees each of the following species: Hedge Maples, Golden Rain, Dawn Redwood, Hackberries and Ginkgos.
- Every Wednesday Robbin Kelley, our Administrator has worked with Hannah Schmidt, an AmeriCorp member from the first week of November until July 2020. We are very fortunate to have Hannah working with Robbin on the Island Pond Arboretum Project. She has helped put the brochures together and has indexed all the trees on the property. We currently have fifty species of trees identified.
- Robbin has worked with Amy Usowski and Russell Norton who is an Agriculture and Horticulture Educator from the Cape Cod Cooperative Extension Service. Russell has assisted us with information we need to implement the new plantings in the Arboretum. There was no charge for this service through the Extension Service.
- We have updated the Rules and Regulations for all of the town owned cemeteries. The Harwich Center Cemetery has been removed from the list of town owned cemeteries. These will be brought before Annual Town Meeting for approval.
- The Cemetery Arboretum Mapping and Software Project. Article #32 to be funded by the Cemetery Revolving Account to map the cemetery property with an estimated cost of \$30,110.00 and an additional cost of \$7,000.00 for hosting the website and online app. This software will allow visitors to find family members lots. It will also show all the species of trees on the property.
- Article #50: The CPC Article for the Mount Pleasant Cemetery Gravestone Preservation for \$49,900.00 was approved at 2018 Town Meeting in May. The repair and restoration of gravestones and monuments: 42 monuments/gravestones with cracks and fractures to be repaired, 108 needing foundation repair and resetting, 150 will be treated and cleaned with D2 Biological Solution. Eroded monuments and gravestones will be treated and consolidated with a stone strengthener to protect and preserve them. A complete report for the

entire project and documentation relating to each of the 150 stones conserved, including before and after conservation photos will be done for the Cemetery Commission and the CPC Commission.

In November Gravestone Conservation Services, Inc. completed the repair and restoration.

- Town Meeting Petition Article to rescind Article #57 of the Annual Town Meeting in May 2016. Town Meeting authorizing the Pet Burial Ground voted to take back the Pet Burial Ground and Walking Park. The Cemetery unanimously voted to return control of the property to the Board of Selectmen.
- Article #58: The Cemetery Revolving Account for \$100,000.00. In the original article which was passed May 3, 2010 the language was “for the purpose of funding maintenance, care and support of town cemetery properties.” It is currently listed as “for maintenance of town cemeteries”, even though it was not changed with a vote at Town Meeting. The Cemetery Commission submitted language to request the Town to change the language back to its original intent and it passed at the 2019 Annual Town Meeting in May.
- We continue to inventory all the cemetery lots in the town owned cemeteries to be able to locate older historic burials.
- In July of 2019 the town was hit by a tornado that did extensive damage to our cemeteries. It was necessary to close Island Pond Cemetery for a week due to safety issues from downed trees. We had 413 trees down in the cemeteries. We had 275 removed in Island Pond, 73 in Mount Pleasant, 35 in Evergreen, 25 in Pine Grove, 5 in South Harwich, and 5 in West Harwich Baptist Cemetery. 44 Memorials were damaged also, 19 in Island Pond, 7 in Mount Pleasant, 6 in Evergreen, 10 in Pine Grove, 1 in South Harwich and 2 in West Harwich Baptist Cemetery.
- We updated the plantings at the entrance to Evergreen Cemetery on Route 39.
- We had Walking Tours in Pine Grove Cemetery on Prominent Residents of the Town, Island Pond on trees and plantings, and a Halloween Lantern Tour in South Harwich Cemetery.

- We had a new berm installed in Island Pond Cemetery across from the Veteran's Memorial on Main Avenue to prevent heavy rain damage on lots.
- We are working on designing a Veteran's Memorial for the circle in Evergreen Cemetery.

In the upcoming year of 2020 the Commission plans to:

- Continue clean up of storm damage in the cemeteries. There are at least 200 more trees to be removed or have hanging branches to be removed.
- Install the new signs at Island Pond Cemetery and the West Harwich Baptist Cemetery.
- Finalize the Kelley Cemetery land taking from 2008 and get the map filed at the Barnstable County Registry of Deeds.
- Continue to purchase and plant new trees in the cemeteries to replace the ones damaged in the storms.
- Replace the granite posts and galvanized pipe fence at East Harwich Methodist Cemetery
- Work with the Veteran's Memorial Committee to install electricity, flag poles and a Memorial at Evergreen Cemetery.
- Continue working on brochures to map streets within and list the history of each town cemetery.
- Install tree tags at the Island Pond Arboretum
- Prepare documentation for Level One Accreditation for Island Pond Cemetery to be an arboretum.]
- Continue to work on grants for cemetery projects to improve our cemeteries.

Respectfully Submitted

Cynthia Eldredge
Cynthia Eldredge, Chair

Steven Conner

Robbin Kelley, Administrator

2019 Review, and a Vision for 2020 and Beyond

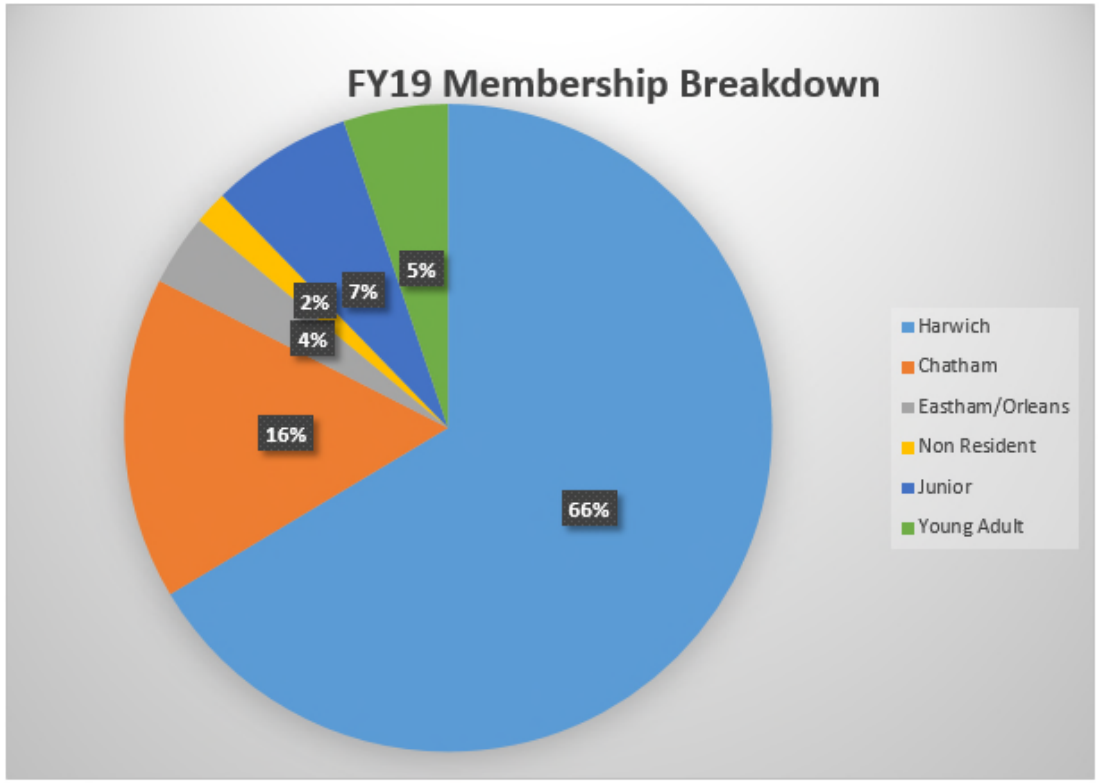
1. 2019 continued our strong trend in membership recruitment and retention as per graph. Despite the challenges associated with the Tornado revenue has also continued to be vigorous throughout late summer and the Fall Development of the “shoulder season” market has been very successful. We continue to match revenues and expenses on behalf of the Town in a fiscally responsible way.
2. Committee participation and involvement was strong throughout the year - This year’s officers are: Martha Duffy, Vice Chair, Tom Johnson, John Crook, Jack Connolly, John Wheeler, and Steve Bilotta. The committee is in compliance with the “conflict of interest law”. Thanks to the selectmen’s vetting these individual collectively bring a positive business foundation to the operations in assistance to our Director of Golf, Roman Greer and our Superintendent, Shawn Fernandez. Policies and direction given in conjunction with our management team continues to map out a vision for the future of Harwich Golf.
3. **Major initiatives for the committee continue to be:**
 - Completion of our capital project which will feature a ‘Solar Component’, and the introduction of “**electric golf carts**”, as well as final landscaping to complete the project
 - Cost containment and adherence to budget parameters to complete this project as approved by Town Meeting. Town Administrator Chris Clark deserves much of the credit in this endeavor.
 - Continued removal of tree canopy which proved hugely helpful in mitigating Tornado damage.
 - Cart path renewal and improvements
 - Club house and restaurant upgrades, the funding of these improvements will result in a “turn key” operation as we go forward
 - USGA in association with CVGC recommendations, planning, and implementation
 - Robust capital projects, as endorsed by Capital Outlay which will be funded fully through golf funding mechanisms. The immediate focus in 2021 as an example will start with our upgrading of water resource management (Irrigation) capabilities. Once again this approach will save in a profound way by staying ahead of replacement needs.
 - Finally, development of Junior Golf strategies to attract Harwich’s next generation of golfers, in close association with our regional High School and Middle school students, both men and women. The announcement of our “**First Tee**” affiliation as a regional center for Junior Golf, its promotion and development, “Drive Chip & Putt”, MIAA, sponsoring of State Wide Junior competitions all contribute to our vision.

Respectfully submitted,

Clement Smith, Chair HGC

2019 Review, and a Vision for 2020 and Beyond





Harwich	763
Chatham	185
Eastham/Orleans	41
Non Resident	19
Junior	81
Young Adult	60

Total Membership – 1149



Golf Expense and Revenue

	Salary & Wages	Golf Expense	Capital Outlay	Total	Revenue
FY16	\$ 771,390	\$ 603,915	\$ 43,832	\$ 1,419,137	\$ 1,841,660
FY17	\$ 768,211	\$ 578,067	\$ 69,547	\$ 1,415,825	\$ 1,774,823
FY18	\$ 799,833	\$ 621,380	\$ 66,276	\$ 1,487,489	\$ 1,856,220
FY19	\$ 865,827	\$ 595,825	\$ 66,199	\$ 1,527,851	\$ 1,895,898

Committee Participation



Major Initiatives -New Car Barn







Tree Work



Cart Path Renewal and Improvements

CRANBERRY VALLEY GOLF COURSE

Harwich, Massachusetts



CART PATH MASTER PLAN

Owner:
CRANBERRY VALLEY GOLF COURSE



Clubhouse and Restaurant Upgrades



USGA Consulting



Future Projects

Summary of Golf Department Capital Requests

FY21	
Tree Work – Front 9 – Completion of 6 year project	35k (GIF)
*funds spent on tornado recovery in FY20	
Cart Path (Following Mungeam plan) hole 10	41,500 (Bdgt)
*funds spent on tornado recovery in FY20	
Hole 10 -830LF x \$50=\$41,500	
Design/Feasibility of 3 hole practice & putting course	\$35k (GIF)
FY22	
Irrigation Upgrade (replace heads & wire)	\$75k (GIF)
Cart Path – hole 1	\$14,500 (Bdgt)
Hole 1 – 275 LF x \$50=\$13,750	
Back Range Net	\$30,870 (Bdgt)
FY23	
Irrigation Upgrade (replace heads & wire)	\$75k (GIF)
Maintenance Truck (F350)	\$80k (Bdgt)
FY24	
Irrigation Upgrade (replace heads & wire)	\$75k (GIF)
Range Net Replace	\$34,800 (Bdgt)
FY25	
Mungeam Tee Project (Phase 1 of 2)	\$149 (GIF)
Irrigation Upgrade (replace heads & wire)	\$75,000
FY26	
Mungeam Tee Project (Phase 2 of 2)	\$149k (GIF)
Irrigation Upgrade (replace heads & wire)	\$75,000

Junior Golf Initiatives - First Tee & Drive, Chip and Putt



SEARCH

REGISTER

VOLUNTEER

ABOUT

PROGRAMS

LOCATIONS

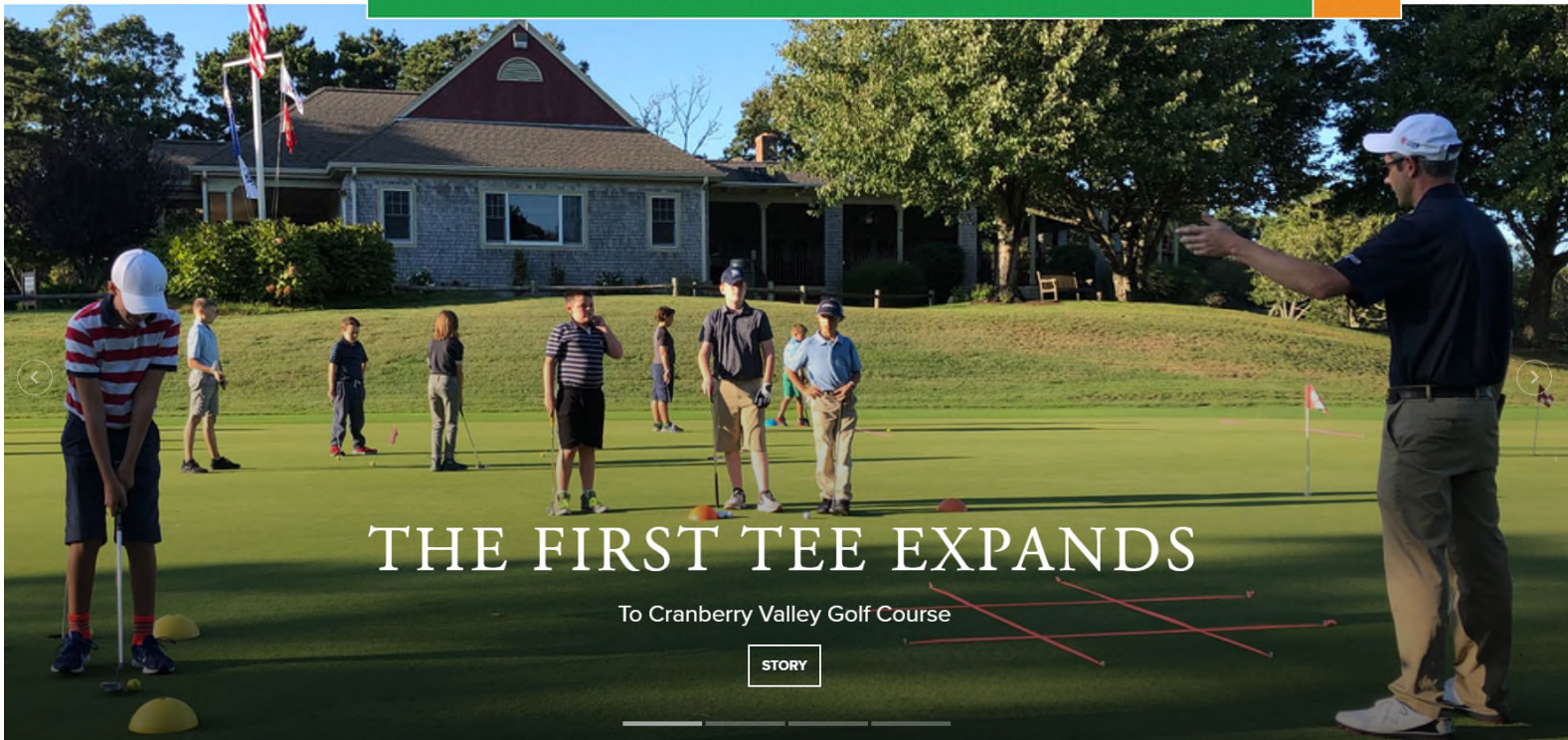
CALENDAR

WAYS TO GIVE

PARTNERS

EVENTS

DONATE



THE FIRST TEE EXPANDS

To Cranberry Valley Golf Course

STORY



Cranberry Valley GC
183 Oak Street
Harwich, MA

Memo

To: Board of Selectmen

From: Roman Greer, Director of Golf

cc: Clem Smith, Chairman of Harwich Golf Committee

Date: 12/7/19

Re: Rates & Fee Recommendation for 2020 Golf Season

The following rate & fee recommendations for 2020 were presented at a public hearing held by the Golf Committee on November 12, 2019. The Golf Committee voted unanimously to endorse the recommendations.

Recommendations: Increase all membership fee categories (except Junior) by \$20 - to be directed to Golf Improvement Fund. This will increase individual member contribution to GIF to \$95 per year and fund all projects currently included on Capital Plan

Consider an additional \$25 increase to Chatham membership (GIF)

Create a new category: Collegiate (\$250). For ages 24 & under requiring a student ID in addition to Driver License. This category would have full member status

Rationale: A competitive analysis of the Cape golf market shows that CV's rates are appropriate for it's offerings. Greens Fee are among the highest of our competition, as the high level course conditions and golf experience at CV justifies. Annual pass (membership) fees are 2nd lowest among the 5 municipal facilities on Cape. CV is the only 18-hole facility of the group thus offering the fewest inventory of tee times.

Financially, the golf operation reached a high water mark in revenue in FY19. The recommended increases to membership fees will ensure that the golf department can fund all projects currently on the Capital Plan. Creating a Collegiate Membership category will help fill a void, where we can continue to keep the Harwich golf community engaged with appropriate rates for age/availability.

**HARWICH GOLF COMMITTEE
NOTICE OF PUBLIC HEARING**

The Harwich Golf Committee will hold a public hearing to solicit public comment on golf fees for Cranberry Valley Golf Course for the 2020-2021 season. The hearing will be held on Tuesday November 12, 2019, at 4:00pm in the Griffin Room at Harwich Town Hall (732 Main Street).

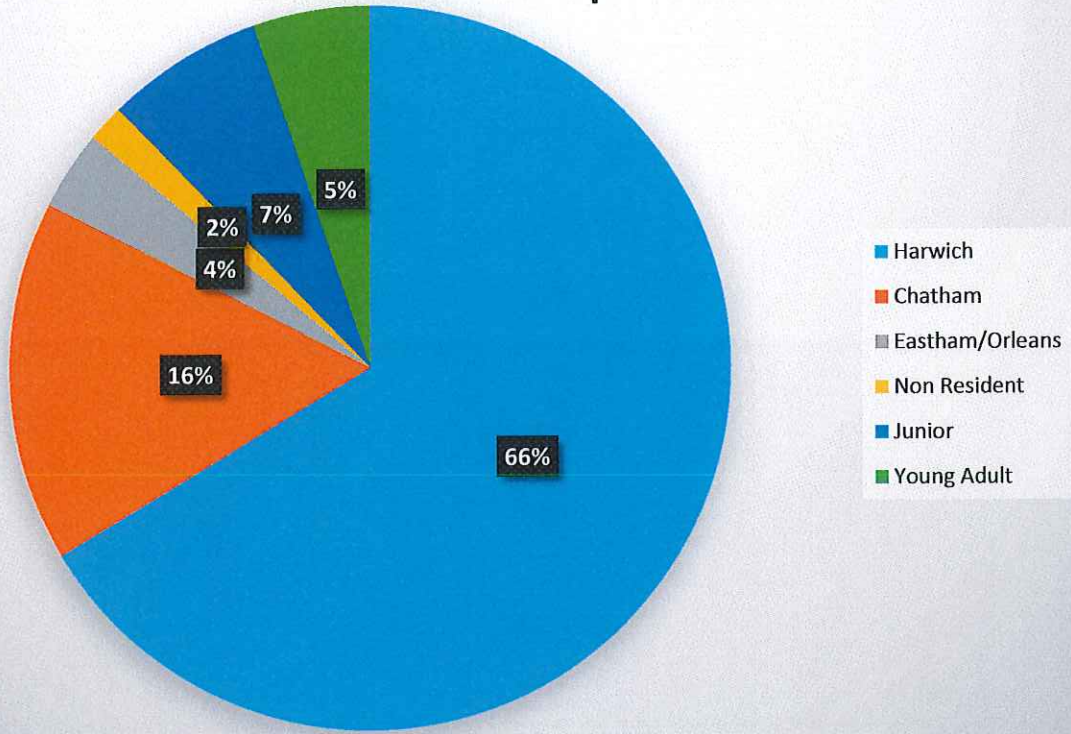
Clem Smith, Chairman
Harwich Golf Committee

The Cape Cod Chronicle
Oct. 24, 31 and Nov. 7, 2019

Annual Fee Pass

	Barnstable	Yarmouth	Dennis	Brewster	Harwich	Proposed
Resident	\$1070 (+10%)	\$1,150	\$775	\$1,003	\$790	\$810
Non Resident	\$1420 (+10%)	X	\$1,200	\$1,669	\$1,090	\$1,110
Young Adult	\$612 *	\$725	\$625	\$515	\$490	\$510
Junior/Collegiate	\$130/\$260	\$100/\$299	\$165/\$275	\$194/\$288	\$125	\$125/\$250
Top Greens Fee	\$74	\$76.50	\$69	\$84	\$74	\$74
Twilight Fee	\$30/35	\$36.50	\$29	\$35	\$32	\$32
Cart Fee	\$22	\$14/21	\$14/20	\$21	\$22	\$22
GHIN	\$45	\$40	\$35	\$40	\$45	\$45

FY19 Membership Breakdown



Harwich	763
Chatham	185
Eastham/Orleans	41
Non Resident	19
Junior	81
Young Adult	60

Total Membership – 1149

**Cranberry Valley Fees
Proposed 2020 Season**

Adult Harwich	\$810
Chatham Resident	\$835
Adult Eastham or Orleans Resident	\$910
Adult Non-Resident	\$1110
Young Adult Harwich/Chatham Resident (age 19-30 as of May 1 st)	\$510
Collegiate (24 & under requiring student ID from university)	\$250
Junior Harwich/Chatham Resident (age 7-18 as of May 1 st)	\$150
Junior Non Resident (age 7-18 as of May 1 st)	\$350
GHIN Membership	\$45

GREEN FEES:

Monday –Thursday

March 11 th – May 23 rd	\$44
May 28 th – Aug 29 th	\$74
Sept 3 rd – Sept 26 th	\$60
Sept 30 th – Dec 5 th	\$44

Friday, Saturday, Sunday & Holidays

March 15 th – April 21 st	\$60
April 26 th – Oct 14 th	\$74
Oct 18 th – Oct 27 th	\$60
Nov 1 st – Dec 8 th	\$44

MISCELLANEOUS FEES:

Mid-Day Rate (Mon-Thurs, 1:00PM – Twilight)	\$54
Mid- Day Rate (Fri-Sun, 1:00PM – Twilight)	\$64
Twilight Rate (After 3:30PM) (Oct. after 2:30)	\$32
Twilight Rate (After 4:00PM June, July, August)	\$32
Junior Back 9 (First hour of play) and Twilight	\$15
Back 9 (First hour of play)	\$38
9 Hole Rate (Sunday – Thursday after 1:00PM)	\$38 (based on availability)
Replay Rate	\$38
Temporary Green Fee	\$22
Active Military Discount	25% off Green Fees
Member Golf Cart 18 Hole	\$20
Member Golf Cart 9 Hole	\$11
Golf Cart 18 Hole (per person)	\$22
Golf Cart 9 Hole (per person)	\$12
Walking Push Cart 18 Hole	\$8
Walking Push Cart 9 Hole	\$4
Range Ball Bucket	\$5 small/\$8 large
Member Range Ball Bucket	\$3 small/\$5 large
Range Pass	\$250

BOS Renewals 12.16.2019

Board of Selectmen Annual Auto License Renewal for Approval

BB's Automotive - 805 Route 28, Harwich Port – Class II

Dave's Garage – 910 Route 28, South Harwich – Class IV

Carlos Tapia Inc DBA **JC Auto Sales** – 195 Queen Anne Road Bay 1, Harwich – Class II

Scott's Cycle DBA **Scott Hardy** – 210 Queen Anne Rd Unit 1, Harwich – Class IV

Nick & Claudine Enterprises LLC DBA **West Harwich Save-on-Gas** – 4 Route 28, West Harwich – Class IV

Board of Selectmen Common Victuallers License Renewal for Approval

400 East, Inc DBA **400 East** – 1421 Orleans Road, Harwich – Annual

Brax Restaurant, Inc DBA **Brax Landing** – 705 Route 28, Harwich Port – Annual

Shooting Star Realty LLC DBA **Buca's Tuscan Roadhouse** – 4 Depot Road, Harwich - Annual

Blue Stripe LLC DBA **Cape Sea Grille** - 31 Sea Street, Harwich Port – Annual

Capeside Kitchen Inc DBA **Capeside Kitchen** – 537 Route 28 Suite 1G, Harwich Port - Annual

30 Earle Road LLC DBA **The Commodore Inn** – 30 Earle Road, Harwich – Seasonal

Ember Coalfire Pizza DBA **Ember** – 600 Route 28, Harwich – Annual

Epiros Holdings LLC DBA **George's Pizza House** – 564 Main Street, Harwich Port – Annual

Hot Stove Saloon – 551 Route 28, Harwich Port – Annual

BLM Restaurant Group DBA **The Landyard Bar & Grill** - 429 Main Street, Harwich Port – Annual

Morin-Froughton Inc DBA **Lighthouse Café** – 216 Route 28, West Harwich – Annual

W.F.S Restaurant Group DBA **Lalouette** – 787 Route 28, Harwich Port – Annual

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

Zou Garden LLC DBA **Szechuan Delight** – 1421 Orleans Road, Harwich – Annual

Viera LLC DBA **Viera Restaurant** – 11 Route 28, West Harwich – Seasonal

Wychmere Harbor Functions LP DBA **Wychmere Harbor Beach and Tennis Club** – 23 Snow Inn Road, Harwich Port – Seasonal

Board of Selectmen Annual Liquor License Renewal for Approval

Brax Restaurant Management Inc DBA **Brax Landing** – 705 Main Street, Harwich – Annual, Restaurant, All Alcohol

Wfs Restaurant Group Inc DBA **Lalouette** – 787 Route 28, Harwich – Annual, Restaurant, All Alcohol

Board of Selectmen Entertainment License Renewal for Approval

Blue Stripe LLC DBA **Cape Sea Grille** – 31 Sea Street, Harwich Port – Annual - Weekday Entertainment 11AM – 12AM – *2019 License Approved for Weekdays 5PM – 12AM*

30 Earle Road LLC DBA **The Commodore Inn** – 30 Earle Road, West Harwich – Seasonal – Weekday Entertainment Thursdays 5:00-8:00PM – *2019 License Approved for Thursday, Friday, Saturday 5PM – 8PM*

Wychmere Harbor Functions LP DBA **Wychmere Harbor Beach and Tennis Club** – 23 Snow Inn Road, Harwich Port – Seasonal – Weekday Entertainment Monday through Saturday 12PM – 1AM – *2019 License Approved for Monday through Saturday 7AM – 12AM*

400 East Inc DBA **400 East** – 1421 Orleans Road, Harwich – Annual – Weekday Entertainment Monday through Saturday 5PM – 1AM – *2019 License Approved for Monday through Saturday 11:30AM – 1AM*

Harwich Inn and Tavern - 77 Route 28, West Harwich – Annual - Weekday Monday through Saturday 12PM to 12AM inside, Thursday, Friday & Saturday 4PM-8PM outside & Sunday 1PM to 12AM inside – *2019 License approved for Weekdays Monday through Saturday 12PM – 12AM Inside and Thursday, Friday, Saturday 4PM – 8PM Outside*

Ham and Bri LLC DBA **Reds Pizza** – 703 Main Street, Harwich – Annual – Weekday Entertainment Monday through Saturday 12PM – 12AM – *2019 License approved for Monday through Saturday 12PM – 12AM*

BLM Restaurant Group DBA **The Lanyard Bar and Grill** – 429 Main Street, Harwich Port – Weekday Entertainment Monday through Saturday 1PM – 12AM – *2019 License approved for Monday through Saturday 5PM – 12AM inside and 5PM – 10PM outside*

Board of Selectmen Annual and Seasonal Lodging House or Innholders License Renewal for Approval

Barnaby Inn – 36 Route 28, West Harwich – Lodging House, Annual

Harwich Inn and Tavern – 77 Route 28, West Harwich – Innholders, Annual

Larry Ballantine

Ed McManus

Stephen Ford

Michael MacAskill

Don Howell



OFFICE OF THE SELECTMEN
732 MAIN ST., HARWICH, MA 02645
www.harwich-ma.gov
(508) 430-7513

LICENSE FOR: CLASS I - AGENTS OR SELLERS
 CLASS II - USED CAR DEALERS
 CLASS III - JUNK CAR DEALERS
 CLASS IV - AUTO REPAIRMAN

NEW APPLICATION RENEWAL FEE: \$100 each

BUSINESS NAME BBS AUTOMOTIVE

D/B/A _____ PHONE _____

BUSINESS ADDRESS 805 RT 28 Harwich Port MA 02646

MAILING ADDRESS same

NAME OF OWNER Barry Besette

EMAIL ADDRESS _____

IF CORPORATION OR PARTNERSHIP, LIST OFFICER INFORMATION BELOW.

Name	Title	Address

[Signature] 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 by law.

[Signature] Signature of individual or corporate name By _____ Corporate officer (if applicable)

REGULATORY COMPLIANCE FORM

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

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

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



OFFICE OF THE SELECTMEN
732 MAIN ST., HARWICH, MA 02645
www.harwich-ma.gov
(508) 430-7513

LICENSE FOR: _____ CLASS I - AGENTS OR SELLERS
_____ CLASS II - USED CAR DEALERS
_____ CLASS III - JUNK CAR DEALERS
X _____ CLASS IV - AUTO REPAIRMAN

_____ NEW APPLICATION X RENEWAL FEE: \$100 each

BUSINESS NAME Dave's Garage

D/B/A Dave's Garage PHONE _____

BUSINESS ADDRESS 910 Route 28 S. Harwich, MA 02666

MAILING ADDRESS P.O. Box 886 S. Harwich, MA 02661

NAME OF OWNER David J Coomber

EMAIL ADDRESS _____

IF CORPORATION OR PARTNERSHIP, LIST OFFICER INFORMATION BELOW.

Name	Title	Address

David J Coomber

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 by law.

David J Coomber

Signature of individual or corporate name

By _____

Corporate officer (if applicable)

REGULATORY COMPLIANCE FORM

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

[Signature]
Building Commissioner

[Signature]
Board of Health

[Signature]
Fire Department

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



OFFICE OF THE SELECTMEN
732 MAIN ST., HARWICH, MA 02645
www.harwich-ma.gov
(508) 430-7513

LICENSE FOR: _____ CLASS I - AGENTS OR SELLERS
_____ CLASS II - USED CAR DEALERS
_____ CLASS III - JUNK CAR DEALERS
 CLASS IV - AUTO REPAIRMAN

_____ NEW APPLICATION RENEWAL FEE: \$100 each

BUSINESS NAME SCOTT'S CYCLE

D/B/A SCOTT HARDY PHONE _____

BUSINESS ADDRESS 210 Queen Anne Rd unit 1 Harwich MA 02646

MAILING ADDRESS Samp

NAME OF OWNER SCOTT HARDY

EMAIL ADDRESS _____

IF CORPORATION OR PARTNERSHIP, LIST OFFICER INFORMATION BELOW.

Name	Title	Address

Scott Hardy 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 by law.

Signature of individual or corporate name By _____
Corporate officer (if applicable)

REGULATORY COMPLIANCE FORM

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

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

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



OFFICE OF THE SELECTMEN
732 MAIN ST., HARWICH, MA 02645
www.harwich-ma.gov
(508) 430-7513

LICENSE FOR: _____ CLASS I - AGENTS OR SELLERS
_____ CLASS II - USED CAR DEALERS
_____ CLASS III - JUNK CAR DEALERS
 / CLASS IV - AUTO REPAIRMAN

_____ NEW APPLICATION / RENEWAL FEE: \$100 each

BUSINESS NAME Nick & Claudine Enterprises LLC dba W. Harwich SAV-ON-GAS

D/B/A W. Harwich SAV-ON-GAS PHONE _____

BUSINESS ADDRESS 4 Rt 28 W. Harwich, MA 02671

MAILING ADDRESS SAME

NAME OF OWNER NICK IMAD

EMAIL ADDRESS _____

IF CORPORATION OR PARTNERSHIP, LIST OFFICER INFORMATION BELOW.

Name	Title	Address

[Signature] 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 by law.

Signature of individual or corporate name By _____
Corporate officer (if applicable)

REGULATORY COMPLIANCE FORM

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

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

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 168
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 400 East Inc Phone 508-430-1700

Doing Business As (d/b/a) 400 East

Business Address 1421 Orleans Rd., Harwich MA 02645

Mailing Address same

Email Address _____

Name of Owner Gail Sluis

(If corporation or partnership, list name, title and address of officers) Tom O'Neill dir. 31 New Garden St., Boston

Gail Sluis Pres. _____

Robt. Brackett dir. _____

Gail Sluis
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.

400 East Inc
Signature of individual or corporate name

By Gail Sluis
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 205
 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 Brax Rest mgmt inc Phone _____

Doing Business As (d/b/a) Brax Landing

Business Address 705 Rt 28 Harwichport ma 02646

Mailing Address " Same "

Email Address _____

Name of Owner Jeffrey S Gomes

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

Jeffrey S Gomes 89 Hgt Rd Harwichport ma 02646 *owner/Pres*

Charles D Payne 5 Marthas Ln Harwich ma 02645 *owner/Pres*

[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]
 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 110
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 Blue Stripe LLC Phone _____

Doing Business As (d/b/a) Cape Sea Grill

Business Address 31 Sea St. Harwich Port, MA 02646

Mailing Address PO Box 444 Harwich Port, MA 02646

Email Address _____

Name of Owner Douglas + Jennifer Pambur

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

Douglas J. Pambur, Member

Jennifer P. Pambur, Member

J. Pambur, Manager Federal I.D. # _____
Signature of applicant & title

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

J. Pambur 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 46
Renewal X Seasonal X Opening date May 1, 2019

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

Business Name 30 Earle Rd LLC Phone _____

Doing Business As (d/b/a) The Commodore Inn

Business Address 30 Earle Road

Mailing Address 30 Earle Road

Email Address _____

Name of Owner Dan & Kelley McNameara

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

John Foley Manager
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.

Signature of individual or corporate name _____ By _____
Corporate officer (if applicable)

REGULATORY COMPLIANCE FORM

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

[Signature] [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 40
 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 EPROS HOLDINGS LLC. Phone _____

Doing Business As (d/b/a) GEORGE'S PIZZA HOUSE

Business Address 564 MAIN ST (RT 28) HARWICH PORT MA 02646

Mailing Address P.O. BOX 193 HARWICH PORT MA 02646

Email Address _____

Name of Owner _____

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

JOHN CHRISTAKIS MANAGER / OWNER

SPYRIDON CHRISTAKIS MANAGER / OWNER

[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 JOHN CHRISTAKIS
 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

69 Restaurant
Seats

Fee: \$50 New application Annual # of seats 120
Renewal Seasonal Opening date 2005

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

Business Name Hot Stone Salon Phone _____

Doing Business As (d/b/a) _____

Business Address 551 Rt 28 Harwich Port, MA 02646

Mailing Address _____

Email Address _____

Name of Owner Gabe Leidner

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

Gabe Leidner, owner/prs. 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 of individual or corporate name _____ By _____
Corporate officer (if applicable)

REGULATORY COMPLIANCE FORM

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

[Signature]
Building Commissioner

[Signature]
Board of Health

[Signature]
Fire Department

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 BLM Restaurant Group Phone _____

Doing Business As (d/b/a) The Lenyard Boat Grill

Business Address 429 Main St. Harwich Port MA 02646

Mailing Address Same

Email Address _____

Name of Owner Benjamin Porter

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

Benjamin Porter
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.

Benjamin Porter 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 38 Paper Service
 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 HAM + BRI LLC Phone _____

Doing Business As (d/b/a) REDS

Business Address 703 MAIN ST. HARWICH MA 02645

Mailing Address _____

Email Address _____

Name of Owner Adam Smith

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

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.

Signature of individual or corporate name _____ By AS
 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 Zou Garden Inc. Phone _____

Doing Business As (d/b/a) Szechuan Delight

Business Address 1421 Orleans Rd, Harwich, MA 02645

Mailing Address Same as Above

Email Address _____

Name of Owner Zongzi Zou

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

Zongzi Zou president, 33 NorEast DR, Harwich

Li Xiang Zou manager

Li Xiang Zou

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.

Zou Garden, Inc. By Li Xiang Zou
 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 36
Renewal Seasonal Opening date 4/1/2020

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

Business Name Viera LLC Phone _____

Doing Business As (d/b/a) Viera Restaurant

Business Address 11 Route 28 West Harwich MA 02671

Mailing Address Same

Email Address _____

Name of Owner Ben Porter

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

Ben A Porter owner 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.

Ben A Porter 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 625
Renewal Seasonal Opening date 4/1/20

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

Business Name WYCHMERE HARBOR FUNCTIONS LP Phone _____

Doing Business As (d/b/a) WYCHMERE HARBOR BEACH & TENNIS CLUB

Business Address 23 SNOW INN RD HARWICH PORT

Mailing Address 23 SNOW INN RD HARWICH PORT

Email Address _____

Name of Owner DEMETRI DASCO, JAMES APTEKER, JEFFERY LEERINK

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

DEMETRI DASCO, JAMES APTEKER, JEFFERY LEERINK

23 SNOW INN RD HARWICH PORT 02646

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.

Signature of individual or corporate name _____ By _____
Corporate officer (if applicable)

REGULATORY COMPLIANCE FORM

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

[Signature]
Building Commissioner

[Signature]
Board of Health

[Signature]
Fire Department

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



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: 00016-RS-0506

Municipality: HARWICH

License Name : Brax Restaurant Management Inc

License Class: Annual

DBA : Brax Landing

License Type: Restaurant

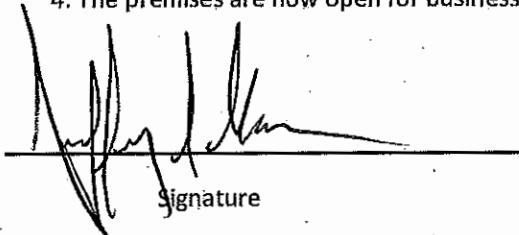
Premise Address: 705 Main Street Harwich, MA 02646

License Category: All Alcoholic Beverages

Manager: Jeffrey Gomes

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


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: 00009-RS-0506

Municipality: HARWICH

License Name : Wfs Restaurant Group Inc

License Class: Annual

DBA : Lalouette

License Type: Restaurant

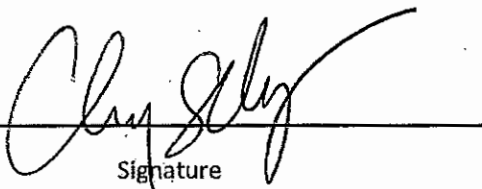
Premise Address: 787 Route 28 Harwich, MA 02646

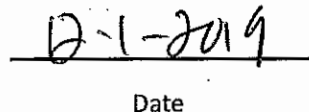
License Category: All Alcoholic Beverages

Manager: Christian M Schultz

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


Date

Additional Information:



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

APPLICATION FOR ENTERTAINMENT LICENSE

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

Business Name The Lanyard Bar + Grill Phone 2

Business Address 429 Main St. Harwich Port MA 02646

Mailing Address Same

Owners Name & Address Ben Porter

Email Address _____

Managers Name & Address Same

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

Monday through Saturday 1pm - 12AM

ENTERTAINMENT TYPE: (Check all appropriate boxes)

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

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

___ Yes No

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

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

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

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

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

Days/Hours of Business Operation _____

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

Berry A W
Signature of applicant & title

Federal I.D. #

Berry A W
Signature of individual or corporate name

Federal I.D. #

Berry A W
Signature of Manager

Federal I.D. #

Signature of Partner

Federal I.D. #

REGULATORY COMPLIANCE FORM

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

[Signature]
Building Commissioner

[Signature]
Board of Health

[Signature]
Fire Department

[Signature]
Police Department

comments:

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



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

APPLICATION FOR ENTERTAINMENT LICENSE

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

Business Name Reds Pizza Phone ___

Business Address 103 Main St Harwich MA 02645

Mailing Address " "

Owners Name & Address ADAM SMITH (" " " ")

Email Address _____

Managers Name & Address " " " "

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

Mon - Sat Noon - Midnight (Typically 8 or 9 pm start time)

ENTERTAINMENT TYPE: (Check all appropriate boxes)

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

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


___ Yes No

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

1. Describe in complete detail the extent of exposure during the performance and the nature of the entertainment: _____
2. Furnish additional information concerning the condition of the premises and how they are suitable for the proposed entertainment: _____
3. Fully describe the actions you will take to prevent any adverse effects on public safety, health, or order: _____
4. Identify whether and how you will regulate access by minors to the premises: _____

Days/Hours of Business Operation: _____

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

 Adam Smith (owner)
Signature of applicant & title

Federal I.D. #

Signature of individual or corporate name

Federal I.D. #

Signature of Manager

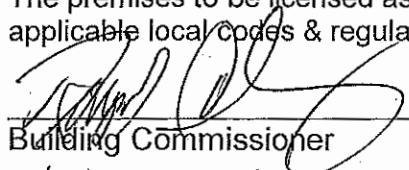
Federal I.D. #

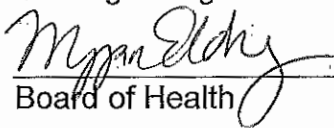
Signature of Partner

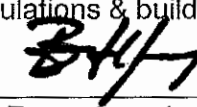
Federal I.D. #

REGULATORY COMPLIANCE FORM

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


Building Commissioner


Board of Health


Fire Department


Police Department

comments:

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



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

APPLICATION FOR ENTERTAINMENT LICENSE

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

- New application _____
- Renewal _____
- Annual _____
- Seasonal _____
- Opening Date _____

Business Name Harwich Inn + Tavern Phone _____

Business Address 77 Route 28 W Harwich, ma 02671

Mailing Address Same

Owners Name & Address James Tsockales 77 Route 28 W Harwich ma

Email Address _____

Managers Name & Address James Tsockales Same

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

Monday through Saturday 12pm - 12AM + Saturday 4pm - 8pm outside
thru Friday

ENTERTAINMENT TYPE: (Check all appropriate boxes)

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

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

___ Yes X No

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

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

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

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

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

Days/Hours of Business Operation Monday - Sunday 12pm - 1am

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

Signature of applicant & title

Federal I.D. #

Signature of individual or corporate name

Federal I.D. #

Signature of Manager

Federal I.D. #

Signature of Partner

Federal I.D. #

REGULATORY COMPLIANCE FORM

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

[Signature]
Building Commissioner

[Signature]
Board of Health

[Signature]
Fire Department

[Signature]
Police Department

comments:

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

THE COMMONWEALTH OF MASSACHUSETTS

State Fee, \$50 1pm-12am or \$100 prior to 1pm TOWN OF HARWICH

Municipal Fee, \$85 1pm-12am or \$175 prior to 1pm



LICENSE

For

PUBLIC ENTERTAINMENT ON SUNDAY

The Name of the Establishment is Harwich Inn + Tavern in or on the property at No.

77 Route 28 W. Harwich, ma 02671 (address)

The Licensee or Authorized representative James Tsockalas print name and sign here in

accordance with chapter 136 of the General Laws, as amended, hereby request a license for the following program of entertainment:

DATE	TIME	Proposed dancing or game, sport, fair, exposition, play, entertainment or public diversion
Sundays	1pm - 12am inside	Dancing + music with Amplification

~~Mayor~~ Mayor Chairman of Board of Selectman, Harwich (City or Town) signature

Fees per occurrence (Individual Sunday(s)): Regular Hours (Sunday 1:00pm - Midnight): \$2.00 Special Hours (Sunday 12:00 am- Midnight): \$5.00. Annual Fee (For Operating on every Sunday in calendar year): Regular Hours (Sunday 1:00pm - Midnight): \$50.00 Special Hours (Sunday 12:00 am- Midnight): \$100.00 Municipal fee per occurrence: Regular hours \$10 per Sunday, special hours \$20 per Sunday. Seasonal only.

This license is granted and accepted, and the entertainment approved, upon the understanding that such entertainment that the licensee shall comply with the laws of the Commonwealth applicable to licensed entertainments, and also to the following terms and conditions: The licensee shall at all times allow any person designated in writing by the Mayor, Board of Selectmen, or Commissioner of Public Safety, to enter and inspect his place of amusement and view the exhibitions and performances therein; shall permit regular police officers, detailed by the Commissioner of Public Safety or Chief of the local Police Department to enter and be about this place of amusement during performances therein; may employ to preserve order in his place of amusement only regular or special police officers designated therefore by the Chief of Police, and shall pay to said Chief of Police for the services of the regular police officers such amount as shall be fixed by him; shall permit at all times to enter and be about his place of amusement such members of the Fire Department as shall be detailed by the Chief of the Fire Department to guard against fire; shall keep in good condition, go as to be easily accessible, such standpipes, hose, axes, chemical extinguishers and other apparatus as the fire department may require; shall allow such members of the fire department in case of any fire in such place, to exercise exclusive control and direction of his employees and of the means and apparatus provided for extinguishing fire therein; shall permit no obstruction of any nature in any aisle, passageway or stairway of the licensed premises, nor allow any person therein to remain in any aisle passageway or stairway during an entertainment; and shall conform to any other rules and regulations at any time made by the Mayor or Board of Selectmen. This license shall be kept on the premise where the entertainment is to be held, and shall be surrendered to any regular police officer or authorized representative of the Department of Public Safety. This license is issued under the provisions of Chapter 136 of the General Laws, as amended, and is subject to revocation at any time by the Mayor, Board of Selectmen, or Commissioner of Public Safety.

Do not write in this box

This application and program must be signed by the licensee or authorized representative of entertainment to be held. No Change to be made in the program without permission of the authorities granting and approving the license.

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE ON THE PREMISES

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

___ Yes ___ No

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

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

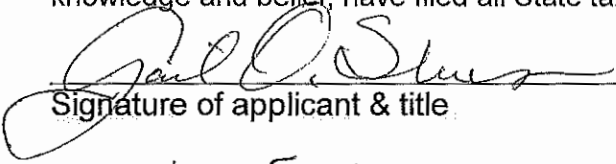


2. Furnish additional information concerning the condition of the premises and how they are suitable for the proposed entertainment: _____

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

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


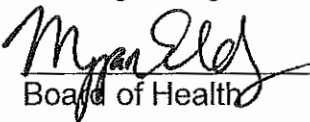
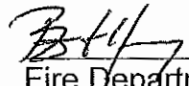
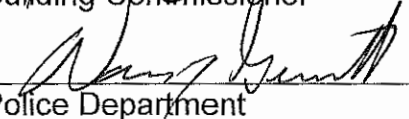
Days/Hours of Business Operation Mon - Sun 11³⁰ am - 1⁰⁰ am

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

	_____	Federal I.D. # _____
Signature of applicant & title		
<u>400 East</u>	_____	Federal I.D. # _____
Signature of individual or corporate name		
	_____	Federal I.D. # _____
Signature of Manager		
	_____	Federal I.D. # _____
Signature of Partner		

REGULATORY COMPLIANCE FORM

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

		
Building Commissioner	Board of Health	Fire Department
	comments:	
Police Department		

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

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

___ Yes X No

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

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

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

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

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

Days/Hours of Business Operation SUNDAY - SATURDAY 11:30A.M. - 1:00A.M.

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

[Signature] General Manager
Signature of applicant & title

Federal I.D. #

Signature of individual or corporate name

Federal I.D. #

Signature of Manager

Federal I.D. #

Signature of Partner

Federal I.D. #

REGULATORY COMPLIANCE FORM

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

[Signature]
Building Commissioner

[Signature]
Board of Health

[Signature]
Fire Department

[Signature]
Police Department

comments:

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



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

APPLICATION FOR ENTERTAINMENT LICENSE

- Weekday Entertainment (\$75) ___ 1 day (\$25). New application ___
___ Batters Box (\$50) Renewal
___ Go Carts (\$50) Annual ___
___ Miniature Golf (\$50) Seasonal
___ Trampolines (\$25) Opening Date May 1 2019
___ Theater (\$150 per cinema)
Automatic Amusement:
___ Juke Box (\$100 each)
___ Video Games (\$100 each) Other _____

Business Name 30 Earle Rd LLC Phone _____

Business Address 30 Earle Rd W Harwich Ma 02671

Mailing Address same

Owners Name & Address Kelley & Dan McNamara

Email Address _____

Managers Name & Address Barbara-Anne Stohn Foley

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

Thursdays 5:00-8:00pm

ENTERTAINMENT TYPE: (Check all appropriate boxes)

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

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

___ Yes No

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

1. Describe in complete detail the extent of exposure during the performance and the nature of the entertainment: _____
2. Furnish additional information concerning the condition of the premises and how they are suitable for the proposed entertainment: _____
3. Fully describe the actions you will take to prevent any adverse effects on public safety, health, or order: _____
4. Identify whether and how you will regulate access by minors to the premises: _____

Days/Hours of Business Operation M-Fri 8am - 9pm

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

Bouleana-Anne Foley Mgr.
Signature of applicant & title

Federal I.D. #

Signature of individual or corporate name

Federal I.D. #

Signature of Manager

Federal I.D. #

Signature of Partner

Federal I.D. #

REGULATORY COMPLIANCE FORM

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

[Signature]
Building Commissioner

[Signature]
Board of Health

[Signature]
Fire Department

[Signature]
Police Department

comments:

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



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

APPLICATION FOR ENTERTAINMENT LICENSE

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

Business Name Blue Stripe LLC db/a Cape Sea Grill Phone 200

Business Address 31 Sea St. Harwich Port, MA 02646

Mailing Address PO Box 414 Harwich Port MA 02646

Owners Name & Address Douglas + Jennifer Ramler

Email Address _____

Managers Name & Address Jennifer Ramler

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

11am - 12am

ENTERTAINMENT TYPE: (Check all appropriate boxes)

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

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

____ Yes X No

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

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

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

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

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

Days/Hours of Business Operation _____

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

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

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

Signature of Manager Federal I.D. # _____

Signature of Partner Federal I.D. # _____

REGULATORY COMPLIANCE FORM

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

[Signature]
Building Commissioner

[Signature]
Board of Health

[Signature]
Fire Department

[Signature]
Police Department

comments:

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



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

APPLICATION FOR LODGING HOUSE OR INNHOLDERS LICENSE

LICENSE APPLIED FOR: Lodging House X Innholders

Fee: \$50 New application Annual X # of rooms 6
 Renewal ✓ Seasonal Opening date

Business Name Barnaby Inn Phone 6

Doing Business As (d/b/a) Barnaby Inn

Business Address 36 Route 28 W Harwich MA 02671

Mailing Address 168 Bedford Road Lincoln MA 01773

Winter Address & Phone

Email Address

Name of Owner Huilin Zhao & Lan Wang

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

Lan Wang manager
 Signature of applicant & title Federal I.D. #

INNOLDERS ONLY – List total number of seats in dining/lounge area.

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 of individual or corporate name By
 Corporate officer (if applicable)

REGULATORY COMPLIANCE FORM

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

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

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



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

APPLICATION FOR LODGING HOUSE OR INNHOLDERS LICENSE

LICENSE APPLIED FOR: Lodging House Innholders

Fee: \$50 New application Annual # of rooms 87
Renewal Seasonal Opening date _____

Business Name Harwich Inn + Tavern LLC Phone _____

Doing Business As (d/b/a) Harwich Inn + Tavern

Business Address 77 Route 28 W Harwich, ma 02671

Mailing Address Same

Winter Address & Phone Same

Email Address _____

Name of Owner James Tsochalas

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

James Tsochalas manager 77 Route 28 W Harwich, ma

owner/manager Federal I.D. # _____

INNOLDERS ONLY – List total number of seats in dining/lounge area. 97

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.

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

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Joseph F. Powers, *Interim Town Administrator*

732 MAIN STREET, HARWICH, MA



MEMO

TO: Board of Selectmen

FROM: Joseph F. Powers, Interim Town Administrator

CC: Carol Coppolla, Finance Director

RE: Agenda Item XI – Town Administrator’s Report: Staffing Needs – Administration Department

DATE: December 9, 2019

This memorandum is intended to advise the Board of the current and ongoing staff needs in the Administration Department with a corresponding request for action.

Although staff is making great strides in the areas of board meeting management and related tasks, annual licensing renewals as well as procurement and personnel, there exists an immediate need for additional staffing in the Administration Department.

The standard allotment of personnel for the Administration Department is 4.0 Full-time Equivalents (FTE) as outlined below:

- Town Administrator – 1.0 FTE;
- Assistant Town Administrator – 1.0 FTE;
- Support Staff Supervisor – 1.0 FTE; and
- Executive Assistant to the Town Administrator/Board of Selectmen – 1.0 FTE.

Presently, we are operating with:

- Interim Town Administrator – 1.0 FTE;
- Assistant Town Administrator – 0.0 FTE;
- Support Staff Supervisor – 0.0 FTE (due to illness);
- Executive Assistant to the Town Administrator/Board of Selectmen – 1.0 FTE; and
- Temporary Administrative Assistant focusing on licensing – 0.5 FTE.

As such, I respectfully request that the Board of Selectmen consider hiring additional, temporary staff to augment the following functional areas:

- Temporary Assistant Town Administrator to have primary oversight on personnel and procurement matters; and
- An administrative assistant with a primary focus on town meeting preparation; assisting the Interim Administrator on budget and warrant preparations.



TOWN OF HARWICH

DEPARTMENT OF PUBLIC WORKS

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


Telephone (508) 430-7555

Fax (508) 430-7598

MEMORANDUM

TO: Board of Selectmen

FROM: Lincoln S. Hooper, Director

DATE: December 9, 2019 

RE: Municipal Solid Waste (MSW) Disposal Recommendations

As you were made aware by Mike Camara, New Bedford Waste Services (NBWS) President, during a September 30, 2019 Board of Selectmen meeting, the Municipal Solid Waste (MSW) industry in Massachusetts has experienced significant reduction of disposal capacity in the last 8 months. Due to this decline, Mr. Camara is unable to honor the renewal of our current MSW contract for an additional 5 year term which starts on January 1, 2020. As a result of his proposed steep price increase, I have requested contract proposals from the two MSW disposal outlets I am aware of; Covanta SEMASS and the Bourne Landfill.

I have dragged my feet in presenting this recommendation to the Board as I was hopeful that the Town of Bourne would be able to assist us in some way, as they did over the summer. Unfortunately, Dan Barrett, General Manager, was unable to offer a contract to Harwich, or anyone else for that matter, at the present time. That said, Bourne is working on a major expansion where they anticipate being in a position to offer more favorable, long term MSW disposal options in a few years.

Given these circumstances, I recommend that we execute a one year agreement with both NBWS @ \$93.75 per ton and Covanta @ \$90 per ton. Since Covanta is restricting us to 5,000 tons annually, executing an agreement with NBWS would allow us to open our transfer station to local commercial haulers, which were shut off in early September when Bourne was no longer able to help us with disposal. Additionally, I recommend that the Board raise our tip fee from \$100 per ton currently to \$120 per ton. I make that price recommendation based on the fact that local MSW haulers have received notice that the Yarmouth Transfer Station (operated by Covanta) is increasing their tip fee to \$110 on January 1, 2020.

If you have any questions regarding this project, please contact me. Thank you for your consideration in this matter.

Cc: Joe Powers, Interim Town Administrator
Attachments: NBWS & Covanta Proposals

New Bedford Waste



New Bedford – Rochester – Sandwich

December 9, 2019

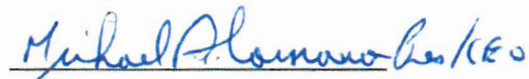
Lincoln Hooper
Director
Town of Harwich
Department of Public Works
273 Queen Anne Road
Harwich, MA 02645

Dear Mr. Hopper,

In light of the Disposal Crisis we are offering a one year agreement to the Town of Harwich for the disposal of Municipal Solid Waste (residential & commercial trash). The disposal price will be \$93.75/ton and this price will remain in effect from January 1, 2019 to December 31, 2020.

Please call me if you have any questions or require additional information.

Sincerely,



Michael A. Camara, President/CEO
New Bedford Waste Services, LLC

September 5, 2019

To: Lincoln Hooper
From: Richard O'Connor
RE: Waste Disposal at Covanta SEMASS

Lincoln, in accordance with our recent correspondence please see the terms of our proposed disposal agreement outlined below. Covanta SEMASS provides our customers with cost effective, environmentally sound, reliable disposal options and will continue to work to service your disposal needs in the future.

Term sheet for a waste disposal agreement between Town of Harwich and Covanta SEMASS effective January 1, 2020.

1. Term 3 years commencing January 1, 2020 and expiring on December 31, 2022
2. Volume approximately 5,000 tons of acceptable municipally generated MSW per year delivered to SEMASS
3. Disposal rate \$90.00 per ton January 1, 2020 through December 31, 2020
4. Disposal rate \$94.50 per ton January 1, 2021 through December 31, 2021
5. Disposal rate \$99.25 per ton January 1, 2022 through December 31, 2022



Link Hooper

From: O'Connor, Richard <ROConnor@covanta.com>
Sent: Tuesday, December 10, 2019 8:32 AM
To: Lincoln Hooper
Cc: 'Joe Powers'
Subject: RE: Town of Harwich MSW
Attachments: Scanned from a Xerox Multifunction Printer.pdf

Lincoln,

I am willing to contract for disposal with the Town of Harwich under the terms of the offer attached. I am willing to do a one year agreement, with years two and three to be mutually agreed upon extension years. So, the Town of Harwich has no commitment after year one unless you chose to extend.

Thank you,

From: Lincoln Hooper [<mailto:lhooper@harwichdpw.com>]
Sent: Monday, December 9, 2019 1:46 PM
To: O'Connor, Richard <ROConnor@covanta.com>
Cc: 'Joe Powers' <jpowers@town.harwich.ma.us>
Subject: RE: Town of Harwich MSW

Hi Rich,

The current agreement ends December 31, 2019. Thank you,

Link

From: O'Connor, Richard [<mailto:ROConnor@covanta.com>]
Sent: Monday, December 9, 2019 1:34 PM
To: Lincoln Hooper
Cc: Joe Powers
Subject: RE: Town of Harwich MSW

Hi Lincoln,

Will you please confirm the expiration date of your current disposal agreement?

Thank you,

From: Lincoln Hooper [<mailto:lhooper@harwichdpw.com>]
Sent: Monday, December 9, 2019 9:50 AM
To: O'Connor, Richard <ROConnor@covanta.com>
Cc: Joe Powers <jpowers@town.harwich.ma.us>
Subject: FW: Town of Harwich MSW

Hi Rich,

Would Covanta be willing to execute just the first year (\$90 per ton beginning January 1, 2020) of the attached term sheet? Thank you,

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Christopher Clark, *Town Administrator*
Joseph F. Powers, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA



MEMO

TO: Joseph F. Powers, Interim Town Administrator

FROM: Griffin Ryder, Town Engineer *GR*

CC: Chief Norman M. Clarke, Jr., - Fire Department
Carol Coppola, Finance Department

RE: Contract Documents for Addition to Plymovent Source Capture Emergency
Vehicle Exhaust System Fume Removal System – Fire Station #2

DATE: December 16, 2019

Attached is the contract proposal for the additional vehicle exhaust element to be constructed at Fire Station #2. The following contract has been reviewed by the procurement team and is ready for your signature.

The original bid advertisement for the Source Capture Emergency Vehicle Exhaust Fume Removal System was advertised in April, 2019 and opened in May, 2019. The bid was subject to the provisions of c. 149, sec. 44A-44L. Following the award and subsequent construction of the vehicle exhaust system per the original bid it was identified that an additional exhaust system connection was required due to the exhaust geometry of the existing fire trucks. The following contract proposal addresses the fire station's need for the additional exhaust element.

Once the document is executed the original will be transmitted to the Accounting Department and copies will be retained in Administration.



1525 Hanover Street
 Hanover, MA 02339
 Phone 781-826-9755
 Fax 781-829-0240

www.aircleaningspecialistsne.com

of New England LLC

PROPOSAL

DATE:	December 4, 2019		
TO:	Harwich Fire Department Headquarters Station 175 Sisson Road Harwich MA 02645		
ATTN:	Deputy Chief David LeBlanc	PHONE	FAX:

***Addition to the existing Plymovent Source Capture
 Emergency Vehicle Exhaust Fume Removal System, @ New Station #2***

Equipment

Add one (1) Plymovent SBTA-21 Sliding Balancer Track source capture emergency vehicle exhaust system with an extruded aluminum track, 19' long. The track has a traveling trolley that moves on six ball bearing wheels. The system is complete with a 4" diameter four ply high temperature hose with wire helix, safety disconnect assembly, manual inflation/deflation valve, totally enclosed cast aluminum spring coil balancer with stainless steel cable, automatic pneumatic disconnect switch, regulator and pneumatic grabber nozzle that is constructed of high temperature polymer composite with Nomex inner lining. The pneumatic grabber nozzle provides a positive seal on the vehicle's tailpipe to prevent gases from escaping inside the fire station.

Installation

Installation includes proper location of the track and mounting to ceiling structure with support legs and cross braces. The hose connection for the ductwork is located and mounted to the track. The hose assembly with pneumatic nozzle is attached to the trolley and spring balancer. The pneumatic controls are connected to the airline from the existing compressor. The pressure sensor is installed in the proper location.

Start-Up

On site start up is provided by Factory Trained Personnel and includes adjustments of the pressure sensor. Adjustments are made to the hose length and release valve location to insure proper release of pneumatic nozzle from the vehicle exhaust tailpipe.

Price \$7,200.00

Proposed By: Tom Perry Project Manager	Accepted By:
---	--------------

Patti Macura

From: Lincoln Hooper <lhooper@harwichdpw.com>
Sent: Tuesday, December 10, 2019 12:59 PM
To: Joe Powers
Cc: Patti Macura; Griffin Ryder; Gail Coyne
Subject: FW: Main Street Corridor Improvements project
Attachments: Harwich Amendment 20191115.docx; HarwichMOA20171018.pdf

Hi Joe,

We need to get this MOU signed by the Board and back to the Commission ASAP before the Commissioners' last meeting of the year. Given it is only an extension of an agreement that was already voted by the Board, I recommend that Pattie simply print two copies of the attached agreement, obtain signatures and give to Griffin to hand deliver Friday morning to Gail Coyne at the Commission (he is going to be there anyway). I have attached the original MOU so you have it. The original amount available was \$175,658, we received one reimbursement for \$65,515, have another that will be submitted this week for \$87,847, which leaves a balance of \$22,295. Thank you,

Link

From: Link Hooper [mailto:lhooper@harwichdpw.com]
Sent: Monday, November 18, 2019 12:13 PM
To: Joe Powers (jpowers@town.harwich.ma.us)
Subject: FW: Main Street Corridor Improvements project

Hi Joe,

The attached is an extension of an MOU the Town has with the County to utilize mitigation funds for the West Harwich TIP project design. The joint project with Dennis has been pushed back to 2023 and the 25% plans were submitted to MassDOT on 10/11/19. The MOU needs to be signed by the BOS and emailed to Gail Coyne at the Commission, cc'd to me. Griffin is familiar with the project and process if you have any questions regarding it. Thank you,

Link

From: Gail Coyne [mailto:gcoyne@capecodcommission.org]
Sent: Friday, November 15, 2019 1:47 PM
To: Lincoln Hooper
Cc: Kim Berube
Subject: RE: Main Street Corridor Improvements project

Hi Link

I wasn't sure what end date you wanted to use on the extension. If the attached is ok, please have 2 originals signed and return to me for full execution.

Thanks

Gail

From: Lincoln Hooper <lhooper@harwichdpw.com>
Sent: Wednesday, September 25, 2019 4:37 PM
To: Gail Coyne <gcoyne@capecodcommission.org>
Cc: Kim Berube <kberube@harwichdpw.com>
Subject: Fw: Main Street Corridor Improvements project

Hi Gail,

Thank you for writing me regarding the MOU. The West Harwich Rt 28 TIP project has been moved back a number of years and is now slated for 2024, so we will need an extension. I will have Kim Berube, my Administrative Assistant, email you the VHB invoices and checks to get our first reimbursement in the works. Thank you,

Link

From: [Gail Coyne](#)

Sent: Wednesday, September 25, 2019 4:02 PM

To: lhooper@harwichdpw.com

Subject: Main Street Corridor Improvements project

Hi Linc,

I'm reviewing some mitigation files and see that no invoices have yet been submitted on this project.

Please send along copies of any VHB invoices you have paid so I can process a reimbursement for you; email is fine if the scan quality is sufficient. The agreement expires 12/31/19; let me know if you need an extension.

Thank you,

Gail

Gail Coyne

Operations Director
Cape Cod Commission
3225 Main Street
Barnstable, MA 02630
508-362-3828
508-744-1202 direct

Memorandum of Agreement
Between

Barnstable County through
Cape Cod Commission
3225 Main Street
Barnstable, MA 02630

and

Board of Selectmen on behalf of
Town of Harwich
732 Main Street
Harwich, MA 02645

This Memorandum of Agreement (Agreement) is entered into this 18th day of October 2017 by and between Leo Cakounes, Mary Pat Flynn and Ron Beaty as they are the Commissioners of Barnstable County, acting by and through the Cape Cod Commission (hereafter referred to as the "Commission") and the Board of Selectmen on behalf of the Town of Harwich (hereafter referred to as the "Town.")

WHEREAS, the Commission has received mitigation funds from various projects as a result of its Development of Regional Impact review process, and

WHEREAS, a portion of the funds are required to be used for transportation improvements in the Town of Harwich, and

WHEREAS, the Town is interested in utilizing the mitigation funds for this purpose.

NOW THEREFORE, the Town enters into this Memorandum of Agreement with the Commission.

1. RESPONSIBILITIES OF THE TOWN

- A) The Town agrees to use these mitigation funds for engineering services associated with the Main Street (Route 28) Corridor Improvements project as outlined in the attached correspondence.
- B) The Town shall maintain books, records, and other compilations of data pertaining to this work and/or services performed and the funds received and paid out under this Agreement to the extent and in such detail as shall properly substantiate claims for payment under the Agreement. All such records shall be kept for a period of six (6) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Agreement. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later.
- C) The Town shall maintain financial records of the application and expenditure of the funds received hereunder in at least as much detail as may be contemporaneously required to comply with the financial reporting and record keeping requirements mandated by the Bureau of Accounts of the Department of Revenue, or any successor thereto, with respect to the Town's ordinary custody and expenditure of funds.

2. RESPONSIBILITIES OF THE COMMISSION

The Commission agrees to provide the Town with mitigation funds in an amount not to exceed \$175,658 for expenses incurred in connection with this Agreement. The Town will submit written requests for payment as work is completed and will include copies of all vendor invoices, as appropriate.

3. DURATION

A) This Memorandum of Agreement shall be effective until December 31, 2019 unless an extension in time is agreed to in writing by both parties.

B) Either the Town or the Commission may terminate this Agreement by written notice to the other party, if the other party substantially fails to fulfill its obligations hereunder through no fault of the terminating party, or if the other party violates or breaches any of the provisions of this Agreement. Such notice shall be delivered by certified mail at least thirty (30) days before such effective date. In the event of such termination or suspension of this Agreement, the Town shall be entitled to just and equitable compensation for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Agreement up to and including the date of receipt of notice of termination or suspension.

4. AMENDMENT

This Agreement may be amended as mutually agreed by both parties in writing.

5. SIGNATORY AUTHORIZATION


The respective signatories hereto represent and warrant that they are duly authorized to execute this Agreement on behalf of the public entity on whose behalf they have signed this Agreement, and that all substantive and procedural preconditions to their effective execution of this Agreement on behalf of said public entities have been satisfied.


6. INTEGRATED INSTRUMENT

This Agreement shall take effect as an integrated instrument.

IN WITNESS WHEREOF, the TOWN and the COMMISSION execute this Agreement this 18th day of October in the year two thousand and seventeen.

BARNSTABLE COUNTY COMMISSIONERS



Leo Cakounes, Chair


Mary Pat Flynn, Vice-Chair


Ronald Beaty, Commissioner

10/18/17

Date

CAPE COD COMMISSION

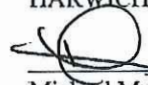


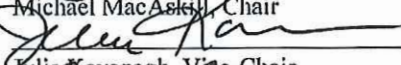
Paul Niedzwiecki, Executive Director

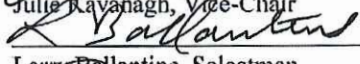
10/10/17

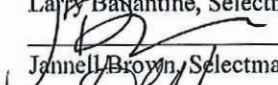
Date

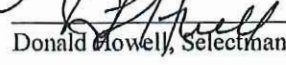
HARWICH BOARD OF SELECTMEN



Michael MacAskill, Chair


Julie Kavanagh, Vice-Chair


Larry Ballantine, Selectman


Jannell Brown, Selectman


Donald Howell, Selectman

10/2/17

Date

Gail Coyne

From: Link Hooper <lhooper@harwichdpw.com>
Sent: Monday, September 25, 2017 11:06 AM
To: Gail Coyne
Subject: Re: Town of Harwich
Attachments: VHB Agreement with Harwich.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Gail,

The Town has signed an agree with VHB to develop a TIP project on Route 28 in West Harwich (attached) and would like to use mitigation funds to pay for it. Would you please send me an agreement to secure the funds for that purpose. Thank you,

Lincoln Hooper, Director
Town of Harwich DPW
P.O. Box 1543
273 Queen Anne Road
Harwich, MA 02645
508-430-7555

From: Gail Coyne
Sent: Wednesday, January 18, 2017 4:59 PM
To: Link Hooper
Subject: RE: Town of Harwich

Hi Link

Yes, both funding sources are available for this proposed project. Let me know when you're ready to proceed with an agreement.

Best,
Gail

Gail Coyne
Chief Fiscal Officer
Cape Cod Commission
3225 Main Street
Barnstable, MA 02630
508-362-3828
508-744-1202 direct

From: Link Hooper [mailto:lhooper@harwichdpw.com]
Sent: Wednesday, January 18, 2017 3:42 PM
To: Gail Coyne <gcoyne@capecodcommission.org>
Subject: Town of Harwich

Hi Gail,

Thank you for the call earlier today. The Town of Harwich is pursuing a TIP project for Route 28 in West Harwich in conjunction with the Town of Dennis. Steve Tupper has actually participated in a site walk with the Town and MassDOT

and has been extremely helpful on a number of levels. My question to you is regarding the utilization of mitigation funds the Commission has to pay for engineering and survey services associated with the design of this project. Is the \$162,254 and \$13,197, listed as alternate modes of transportation and transportation improvements respectively, available to the Town to pay for engineering and survey services? The project includes complete street requirements and improvements to the signals at the town line.

Thank you for your consideration in this matter.

Respectfully,

Lincoln Hooper, Director
Town of Harwich DPW
P.O. Box 1543
273 Queen Anne Road
Harwich, MA 02645
508-430-7555

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
VHB
AND
TOWN'S OF HARWICH & DENNIS

MAIN STREET (ROUTE 28)
CORRIDOR IMPROVEMENTS
Harwich & Dennis, MA

August 17, 2017

APPROVED FOR
VHB
(ENGINEER)

By: Mark E. Shamon
Mark E. Shamon

Title: Managing Director, Traffic
and Highway Design

Date: 8/18/17

APPROVED FOR
TOWN OF HARWICH
(CLIENT)

By: Michael D. MacAskill
Michael D. MacAskill

Title: Chairman, Board of Selectmen

Date: August 7, 2017

AGREEMENT REVIEW

Project Manager Initials: SJR

Reviewer Initials: PGD

APPROVED AS TO
AVAILABILITY OF FUNDS

By: Carl Coppola
Town Accountant

2. The breakdown of the Fixed Labor Fee is as follows:

<u>Tasks</u>		<u>Estimated Labor Fees</u>	
		Harwich	Dennis
150	Environmental	\$14,250.00	\$1,800.00
200	Functional Design Report	\$5,200.00	\$14,300.00
220	Design Exception Report	\$10,164.00	\$1,000.00
300	25% Highway Design*	\$68,868.00	\$8,400.00
320	25% Signal Design	\$1,600.00	\$4,600.00
350	Design Public Hearing	\$5,376.00	\$700.00
500	Right of Way	\$25,000.00	\$3,100.00
600	Geotechnical Design	Costs included in sub-consultant (LGCI) fee	Costs included in sub-consultant (LGCI) fee
TOTAL ESTIMATED LABOR FEE		\$130,458.00	\$ 33,900.00

*Note: Traffic signal design included separately under Task 320

Amendment
Between

Barnstable County through
Cape Cod Commission
3225 Main Street
Barnstable, MA 02630

and

Board of Selectmen on behalf of
Town of Harwich
732 Main Street
Harwich, MA 02645

The Memorandum of Agreement (Agreement) for the mitigation funded Main Street Corridor Improvements Project entered into the 28th day of October 2017 by and between the Commissioners of Barnstable County, acting by and through the Cape Cod Commission (hereafter referred to as the "Commission") and the Board of Selectmen on behalf of the Town of Harwich (hereafter referred to as the "Town") is hereby amended as follows:

3. DURATION

A) This Memorandum of Agreement shall be effective until December 31, 2024 unless an extension in time is agreed to in writing by both parties.

This amendment will not otherwise change any of the stipulations of the original, previously executed Memorandum of Agreement.

IN WITNESS WHEREOF, the TOWN and the COMMISSION execute this Amendment this _____ day of _____ in the year two thousand and nineteen.

BARNSTABLE COUNTY COMMISSIONERS

HARWICH BOARD OF SELECTMEN

Ronald Bergstrom, Chair

Larry Ballantine, Chair

Mary Pat Flynn, Vice-Chair

Edward McManus, Vice-Chair

Ronald Beaty, Commissioner

Stephen Ford, Selectman

Date

Donald Howell, Selectman

CAPE COD COMMISSION

Michael MacAskill, Selectman

Kristy Senatori, Executive Director

Date

Date

**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.

AMENDMENT NO. 1
TO
AGREEMENT FOR WASTEWATER CONSULTING SERVICES
BY AND BETWEEN

THE TOWN OF HARWICH, MA
AND
WESTON & SAMPSON ENGINEERS, INC.
FOR

THIRD PARTY DHY WASTEWATER PROJECT REVIEWS

The AGREEMENT for Wastewater Consulting Services made on the April 9, 2019 by and between the Town of Harwich, MA acting through its Town Administrator, hereinafter called the OWNER, and Weston & Sampson Engineers, Inc., with offices at 55 Walkers Brook Drive, Suite 100, Reading, Massachusetts, hereinafter called the ENGINEER is hereby amended in accordance with the provisions of said AGREEMENT.

This amendment is issued to incorporate the changes relative to additional work requested for the review of DHY project cost estimates and the draft DHY Operating Agreement.

ARTICLE 1 - ENGAGEMENT OF THE ENGINEER is hereby amended as follows:

- A. Retain the ENGINEER to conduct a third-party review of the DHY Project Planning to date, focusing on the cost estimates for the proposed DHY facilities and the planned wastewater facilities located in each member town, and the draft DHY Operating Agreement.

ARTICLE 2 - SERVICES OF THE ENGINEER is hereby amended by adding the scope of work as set forth in Attachment B.

ARTICLE 3 - RESPONSIBILITIES OF THE OWNER is hereby amended by providing to the ENGINEER (through CDM Smith), copies of project cost basis documentation used for estimated project costs in each member town and the DHY wastewater treatment and disposal system. Also provide the most recent draft copy of the DHY Operating Agreement and supporting meeting minutes that document the basis for the Operating Agreement terms.

In addition, the OWNER shall schedule the project meetings, briefings, and workshops such that they are attended by key representatives of each community and knowledgeable, involved municipal agency staff to assure productive discussions and decision-making.

ARTICLE 4 - TIME OF PROJECT is hereby amended as follows: The Engineer shall perform the three (3) Tasks enumerated in Attachment B with the goal of conducting the Community Meeting

described in Task 3.1 by December 20, 2019. That schedule presumes that the work described in Attachment B can begin by November 1, 2019, and the briefings, meetings, and workshops can be scheduled by the OWNER as needed to meet the December 20, 2019 Community Meeting goal.

ARTICLE 5 - PAYMENTS TO THE ENGINEER is hereby amended by adding an estimated \$18,000 to Article 3 of the April 9, 2019 Agreement, for the Scope of Work included in Attachment B. It is understood that that \$18,000 is the limit for this amendment and that the ENGINEER will work with the OWNER to adjust scope items should that not be sufficient for this work.

Additional meeting (s) requested that are beyond the scope of work reflected in Attachment B, will be invoiced based on actual time spent in preparation for, and attendance at, each meeting, at the hourly rates included in the April 9, 2019 AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT NO. 1 this _____ day of October 2019.

ACCEPTED FOR:

Town of Harwich

(Name of Owner)

By its:

(Typed name and Title)

WESTON & SAMPSON ENGINEERS, INC.

CERTIFICATION OF AVAILABLE FUNDS

Certification is herewith given that funds are available for payments required by the terms of this AMENDMENT NO. 1.

By: _____
OWNER Accountant

Date: _____

A TRUE COPY, ATTEST:

By: _____
OWNER Clerk

H:\WP\MASTER\CNTR\AMENDMNT.

Attachment B

Scope of Work

For

Third Party Review of DHY Project Costs and District Operating Agreement

Representatives in each of Dennis, Harwich and Yarmouth have asked questions about the cost estimates generated for the DHY Clean Waters Community Partnership and about certain provisions and procedures included in the draft DHY Operating Agreement. This scope of work is intended to have a third-party review of both of those issues, including preparation of a summary memorandum of findings including potential recommendations for modifications to the project cost estimates and the operating agreement as well as assist in outreach activities.

Proposed tasks include:

Task 1.0 Review DHY Cost Estimates

CDM Smith working with community representatives has developed an overall DHY Clean Waters Community Partnership estimate of probable construction and operating costs for the combined wastewater program. Collection system costs would remain with each community as the DHY Partnership only includes the treatment and effluent recharge components. The review of cost estimates will focus on the initial phases of sewer construction of DHY wastewater facilities and the collection and transmission facilities proposed for each community.

Task 1.1 Review Existing Cost Documents

Weston & Sampson will review the cost information provided by CDM Smith together with the cost backup utilized to develop the costs for each community's collection and transmission system and for the DHY Partnership Wastewater Facilities. Back-up documents to be provided by CDM Smith will include memos that explain how costs have been developed, references to cost guides utilized and spreadsheets with quantities noted when appropriate. Weston & Sampson will review the documents prior to Workshop in Task 1.2. No quantity take offs will be developed or reviewed as part of this task.

Task 1.2 Cost Workshop

A peer review Workshop will be conducted to review the sewer systems presented in each community's Comprehensive Wastewater Management Plan (CWMP) and then how they were laid out to convey wastewater to a centralized treatment facility at the Dennis DPW site that would be part of the DHY Partnership. Alternatives considered will also be presented by CDM Smith and discussed. Treatment plant and effluent recharge facilities costs will also be reviewed. Costs reviewed will include construction and operating costs and associated soft costs. The workshop is expected to be about half a day and attended by key representatives from each community, CDM Smith and Weston & Sampson.

Task 1.3 Peer Reviewer Cost Findings

Weston & Sampson will consider all the information reviewed and discussed in the peer review Workshop and supplement or confirm any remaining action items identified during that meeting including additional supporting materials that may be readily available based on project-specific details

that each community may have already determined and decided upon. Industry standards typically employed at this conceptual planning level will be considered by Weston & Sampson. After the evaluation is complete, a summary memo of findings will be prepared and distributed

Task 2.0 Review DHY Operating Agreement

A DHY Subgroup has been meeting monthly since July 2017 to develop special legislation that would allow for the creation of the DHY Clean Waters Community Partnership and to develop a Draft Operating Agreement. The special legislation has been enacted. The Draft Operating Agreement has been agreed to by the DHY Subgroup, reviewed by local subgroups and presented to Boards and Committees in each community. Ultimately, the Operating Agreement will need to be approved by respective town meeting votes in each community, now planned for Spring 2020.

Task 2.1 Review Existing DHY Documents

Weston & Sampson will review the enacted special legislation, the latest version of the draft Operating Agreement, the DHY Subgroup meeting minutes and presentations made at three-town community presentations. This review will include all relevant documents available on the dhycleanwaters.org website. Weston & Sampson will review those documents and seek to clarify the basis for decision-making on important Operating Agreement issues prior to the proposed workshop in Task 2.2.

Task 2.2 DHY Operating Agreement Workshop

A workshop will be conducted to review the current version of the Draft Operating Agreement. The workshop will be facilitated by CDM Smith so that background on Agreement specifics to date can be provided by them and DHY Subgroup members during the session. Weston & Sampson and DHY Subgroup members or other town designees will attend the workshop. This is intended to be a half day workshop.

Task 2.3 Peer Review DHY Operating Agreement Findings Memo

Weston & Sampson will consider all the information reviewed and discussed in the peer review workshop and a summary memo of findings will be prepared and distributed.

Task 3.0 Peer Review Findings

Weston & Sampson will present its findings to the public in each community to afford town meeting members with enhanced understanding and confidence in the regional wastewater program being presented for consideration.

Task 3.1 Three-Town Community Presentation

Weston & Sampson will present their cost and operating agreement findings to a three-town community meeting. The presentation will include the process used to review both items including a list of documents used in the review, and the findings and proposed recommendations. Questions and comments from the community attendees will be entertained at the meeting by the community representatives, CDM Smith and Weston & Sampson and any follow-up revisions made as a result of input from this meeting.

Schedule

Weston & Sampson will perform the above three tasks with the goal of conducting the community meeting described in Task 3.1 during the week of December 16, 2019. That schedule may be modified based on the schedule of individual peer review workshops and the questions raised at those workshops.

Additional Work (Optional)

Potential additional services will be provided as project budget and schedule permit. These services could address the following:

- A. Review of the wastewater system(s) layouts and design criteria as outlined in each member town's CWMP, and the DHY Regional System planning documents.
- B. Conduct a limited sensitivity analysis to assess the impact of delays or postponements of portions of the municipal sewer extension projects in one or more-member town. It is assumed that each member town will provide requirements for connecting properties fronting on completed public sewers within a reasonable time frame such that sufficient wastewater flows will be received at the regional facilities for treatment and effluent recharge/reuse.
- C. Outline possible options for payment of user fees to the DHY regional system for the initial year(s) of operation as properties in each town are connected to the public sewer. Assessing communities for annual O&M costs during initial low-flow periods as connections are being made would not be fair to those communities or the individual properties that connect to the sewer soon after the system is approved for use. Subsidizing the cost of regional and local wastewater facility operations through property taxes or other revenue source(s), may be required during the early years of system operation to make the user fees palatable.
- D. Conduct additional meetings with individual towns to address concerns that result from project cost and operating agreement discussions.
- E. Identify and develop project financing issues to clarify projected cost impacts on connected properties, municipal tax rate impacts, and other fees established and advanced by member towns.
- F. Identification of outstanding issues in each community as required to maximize 0% SRF loan project financing and eligibility for other available grant or loan assistance.

All of the above described tasks are intended to provide an independent review and instill confidence in the voters in all DHY member towns.

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