

**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, February 11, 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**

**EXECUTIVE SESSION** - Pursuant to M.G.L. c. 30A, § 21(a)(6), to consider purchase, exchange, lease or value of real estate if the Chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body – Pet Burial Ground and Cornelius Pond

**II. PLEDGE OF ALLEGIANCE**

**III. WEEKLY BRIEFING**

**IV. PUBLIC COMMENTS/ANNOUNCEMENTS**

**V. CONSENT AGENDA**

- A. Approve the request for a one-day Beer and Wine License by the Friends of the South Harwich Meetinghouse for March 9, 2019
- B. Approve the recommendation of the Town Administrator for a Dog Hearing held on Wednesday, February 6, 2019
- C. Vote to designate the Town Administrator as the Hearing Official in the matter of a request for a Dangerous Dog Hearing pursuant to M.G.L. Ch 140, §157

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

- A. Public Hearing – Application for an Annual, Common Victualler, All Alcoholic Beverages License for Blue Stripe, LLC d/b/a Cape Sea Grille at 31 Sea Street, Harwich Port – Jennifer Ramler, Manager
- B. Town Administrator's FY 20 Budget Message
- C. Debt impact on existing and proposed projects – Carol Coppola

**VII. NEW BUSINESS**

- A. Request for approval of the Agreement between the Towns of Chatham and Harwich with respect to the formation of a Regional School District – *possible vote to approve*
- B. Authorization for the Town Administrator to execute all Sewer Collection System Phase II loan or grant documents
- C. Cornelius Pond Purchase and Sale Agreement (P&S) and Conservation Restriction (CR) – *sign Purchase and Sale Agreement*
- D. Participation in the FY 19 Truro Regional Community Development Block Grant – *approve and authorize the Chair to sign*
- E. Preliminary Draft Annual Town Meeting Warrant Articles
- F. Request by Yankee Sprinkler to waive the Fire Protection fee for work to be done at the Harwich Fire Station #2 (municipal project)

**VIII. CONTRACTS**

**IX. OLD BUSINESS**

- A. Wastewater Project Manager RFP

**X. TOWN ADMINISTRATOR'S REPORT**

- A. Departmental Reports

**XI. SELECTMEN'S REPORT**

**XII. ADJOURNMENT**

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

**Authorized Posting Officer:**

**Posted by:** \_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Sandra Robinson, Admin. Secretary

**Date:** \_\_\_\_\_  
February 7, 2019

Friends of the South Harwich Meetinghouse, Inc.

P.O. Box 786  
Harwich, MA 02645  
(508)364-5223



Julie Kavanagh, Chair  
Harwich Board of Selectmen  
732 Main Street  
Harwich, MA 02645

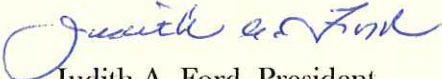
January 28, 2019

Dear Members of the Board,

We are writing to request your approval for a one day alcohol license permit during our upcoming "Celtic Crossroads " event at the Meetinghouse. Our event is scheduled for Saturday afternoon and evening, March, 9, 2019, performances at 2:30PM and 7:30PM. Our alcohol service will be provided by a fully licensed and insured caterer, serving wine and beer only.

Please let us know, should you require any further information from us and please plan to join us for one of our two fantastic concerts, proceeds to support the newly restored South Harwich Meetinghouse! Thank you for your much appreciated support as we finally showcase this historic Harwich treasure as a fine center for Cultural Arts, Performance, Education and community gathering!

Sincerely,

  
Judith A. Ford, President

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUL 29 2005

FRIENDS OF THE SOUTH HARWICH  
MEETINGHOUSE INC  
PO BOX 786  
HARWICH, MA 02645

Employer Identification Number:  
42-1657780  
DLN:  
17053062007045  
Contact Person:  
KAREN CHAO ID# 31003  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
170(b)(1)(A)(vi)  
Form 990 Required:  
Yes  
Effective Date of Exemption:  
December 1, 2003  
Contribution Deductibility:  
Yes  
Advance Ruling Ending Date:  
December 31, 2007

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

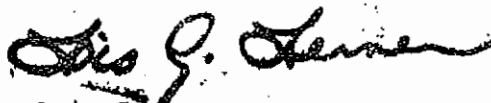
Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

Letter 1045 (DO/CG)

FRIENDS OF THE SOUTH HARWICH

Sincerely,



Lois G. Lerner  
Director, Exempt Organizations  
Rulings and Agreements

Enclosures: Information for Organizations Exempt Under Section 501(c)(3)



**OFFICE OF THE TOWN ADMINISTRATOR**

Christopher Clark, *Town Administrator*

Phone (508) 430-7513

Fax (508) 432-5039

732 MAIN STREET, HARWICH, MA



February 6, 2019

Board of Selectmen  
732 Main Street  
Harwich, MA 02645

Re: Dangerous Dog Hearing

Members of the Board of Selectmen:

On February 6, 2019, a Dog Hearing was conducted pursuant to M.G.L c.140, §157 relative to the report of a dog bite to Ms. Jane Brietzke on December 22, 2018. Acting as designated Hearing Officer for the Board of Selectmen, I am charged with investigating the complaint and determining whether the dog is a “nuisance” or “dangerous” dog, whether the complaint should be dismissed, and depending on the evaluation of the dog, determine what remedial action to take. Sufficient facts warranted the hearing.

In this case, prior to the hearing, Mr. James Devine who owned the dog, a 10-year old Australian Shepherd, reported to the Police Department that the dog had been humanely euthanized. Mr. Devine did not attend the hearing.

As a result, I opened the hearing at 10:00 a.m. and closed with no action taken as the cause for the hearing was no longer relevant. As Hearing Officer, I explained to the attendees (neighbors) the circumstances. In addition, both parties were informed that the hearing would be shortened. Jane Brietzke and her daughter Judi Wilson declined to attend.

Sincerely,

Christopher Clark  
Town Administrator

CC: Jane Brietzke  
James Devine  
Animal Control Officer



# HARWICH Police

DEPARTMENT

183 Sisson Road, Harwich, MA 02645

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



DAVID J. GUILLEMETTE  
Chief of Police

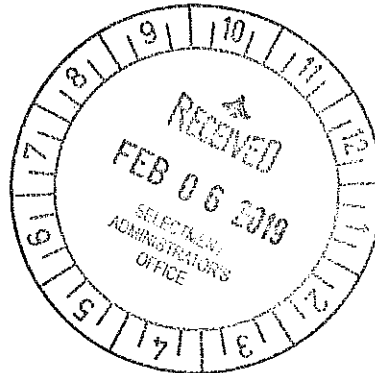
THOMAS A. GAGNON  
Deputy Chief

## Memorandum

**TO:** Board of Selectmen

Christopher Clark  
Town Administrator

**FROM:** David J. Guillemette  
Chief of Police



**DATE:** February 4, 2019

**SUBJECT:** Request for a Dangerous Dog Hearing per M.G.L. Chapter 140 section 157

Members of the Board:

On Wednesday January 30, 2019 the Harwich Police responded to a Wendy's Way address for a reported dog bite on a 2 year old child. Upon arrival the investigating officer spoke with the child's grandmother who reported she was out for a walk in the neighborhood with her grandson when a neighbor's dog charged at them in an aggressive manner. She grabbed her grandson and as she was lifting him up the dog lunged and bit the child on his calf. The bite ripped the child's pants and caused a shallow laceration on his leg that was treated at the scene by Fire department personnel. Photos were taken of the torn pants and the injury.

The investigator was able to identify the dog and the owner and also determine that the dog was properly vaccinated. The dog was then placed in a 10 day quarantine. The victim's family was notified of the vaccination records and the dog's quarantine. Further investigation revealed that this dog had been involved in a previous attack on Wendy's Way that resulted in a bite to the hand of a FedEx driver in late September of 2018.

Given that this is the second incident involving this dog that has resulted in a bite with physical injury, I would respectfully request a Dangerous Dog hearing be conducted per M.G.L. chapter 140 section 157.

In the One Hundred and Ninetieth General Court

AN ACT AUTHORIZING THE TOWN OF HARWICH TO GRANT 3 ADDITIONAL LICENSES FOR THE SALE OF ALL ALCOHOLIC BEVERAGES TO BE DRUNK ON THE PREMISES.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. (a) Notwithstanding section 17 of chapter 138 of the General Laws, the licensing authority of the town of Harwich may grant 3 additional licenses for the sale of all alcoholic beverages to be drunk on the premises pursuant to section 12 of chapter 138 as follows: (i) 1 license to Blue Stripe, LLC d/b/a Cape Sea Grille, to be located at 31 Sea street, in the town of Harwich; (ii) 1 license to Ember Pizza, Inc. d/b/a Ember, to be located at 600 state route 28, in the town of Harwich; and (iii) 1 license to Pleasant Bay Group, Inc. d/b/a Wequassett Inn, to be located at 2173 state route 28, in the town of Harwich. Licenses granted under this act shall be subject to all of said chapter 138 except said section 17.

(b) A license granted under this act shall only be exercised in the dining room of a common victualler and other public rooms or areas considered reasonable and appropriate by the licensing authority as certified in writing.

(c) The licensing authority shall not approve the transfer of a license granted pursuant to this act to any other location but it may grant a license to a new applicant at the same location if the applicant files with the licensing authority a letter from the department of revenue and a letter from the department of unemployment assistance indicating that the license is in good standing with those departments and that all applicable taxes, fees and contributions have been paid.

(d) If a licensee terminates or fails to renew a license granted under this act or any such license is cancelled, revoked or no longer in use, it shall be returned physically, with all of the legal rights, privileges and restrictions pertaining thereto, to the licensing authority, and the licensing authority may then grant the license to a new applicant at the same location under the same conditions specified in this act.

(e) All licenses granted pursuant to this act shall be issued within 1 year after the effective date of this act; provided, however, that a license originally granted within that time period may be granted to a new applicant pursuant to subsection (c) or (d) thereafter.

SECTION 2. This act shall take effect upon its passage.

Passed to be enacted,

*Paul Howard*, Speaker.

In Senate, December 31, 2018.

Passed to be enacted,

*William F. Powell*, President.

*January 4*, 2019.

Approved,

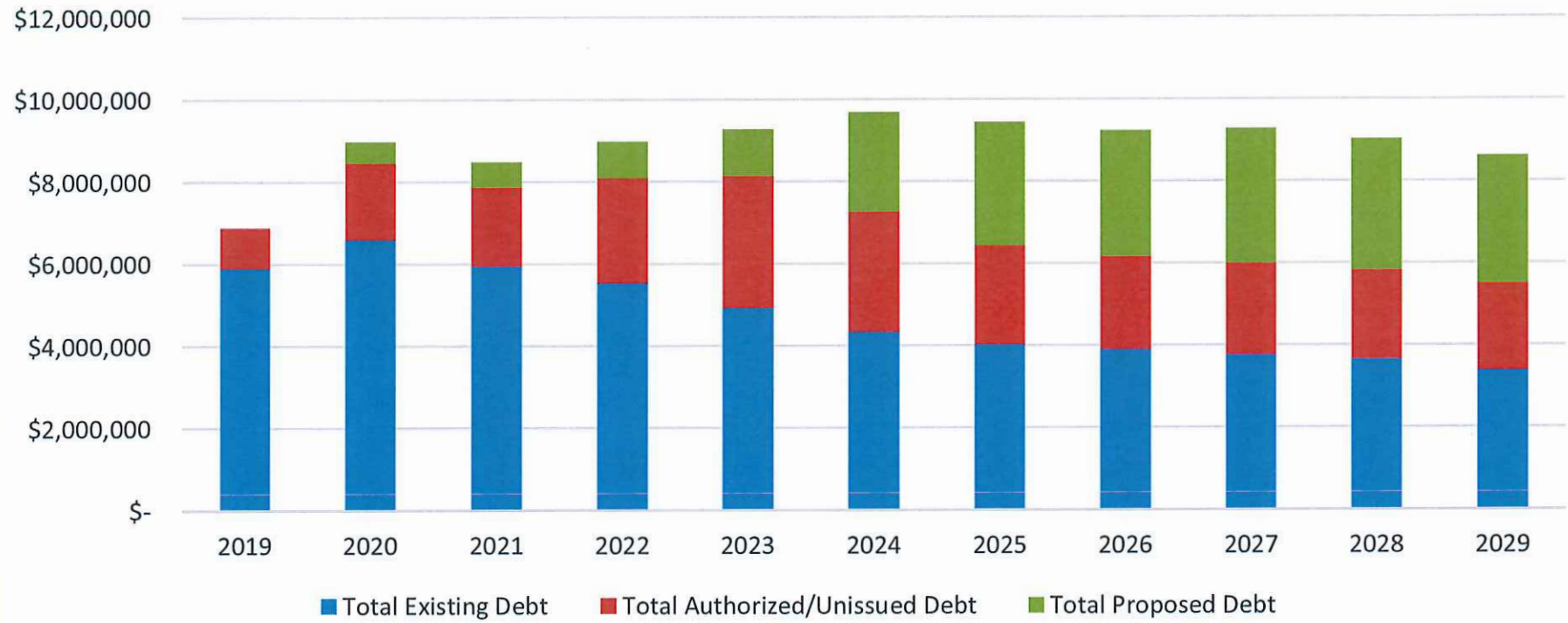
at *4* o'clock and *44* minutes, P. M.

*Charles D. Baker*

Governor.

THE TOWN  
ADMINISTRATOR'S  
FY 2020 BUDGET REPORT  
WILL BE HANDED OUT AT  
THE BOARD OF  
SELECTMEN'S  
MEETING ON MONDAY,  
FEBRUARY 11, 2019

Town of Harwich  
Existing, Authorized/Unissued & Proposed Debt  
By Fiscal Year



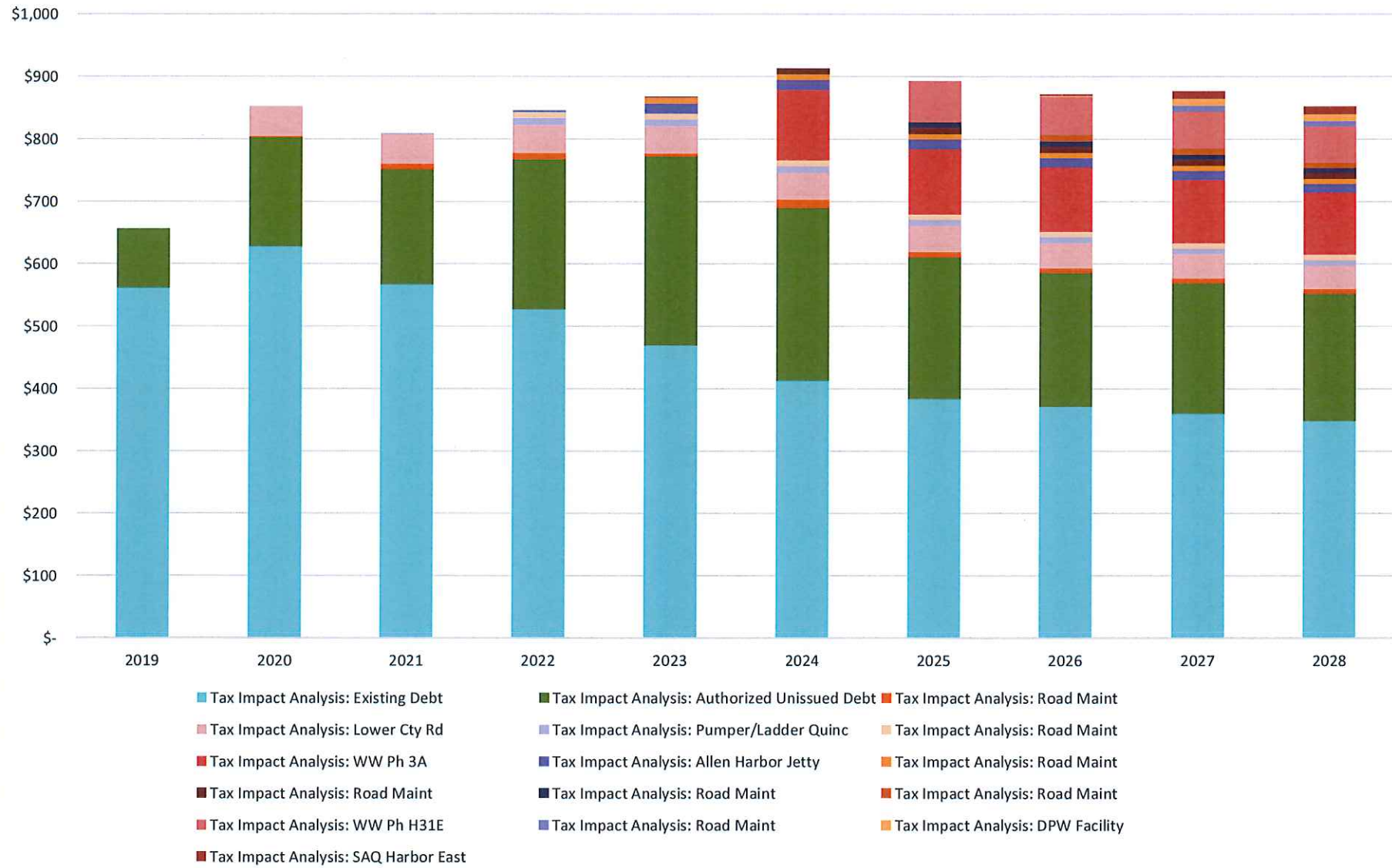
**Town of Harwich**

Debt Analysis

**Estimated Tax Impact - By Project - Average Single Family Home**

	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
<b>Existing Debt</b>	\$ 561.71	\$ 627.92	\$ 566.81	\$ 526.76	\$ 469.20	\$ 412.99	\$ 383.50	\$ 371.46	\$ 359.41	\$ 348.49
<b>Authorized Unissued Debt</b>	\$ 94.83	\$ 175.29	\$ 184.39	\$ 241.06	\$ 303.07	\$ 276.66	\$ 227.56	\$ 213.78	\$ 209.51	\$ 203.85
<b>Road Maint</b>	\$ -	\$ 1.00	\$ 9.68	\$ 9.38	\$ 4.31	\$ 13.76	\$ 8.48	\$ 8.18	\$ 7.88	\$ 7.58
<b>Lower Cty Rd</b>	\$ -	\$ 47.91	\$ 46.62	\$ 45.34	\$ 44.05	\$ 42.76	\$ 41.48	\$ 40.19	\$ 38.90	\$ 37.61
<b>Pumper/Ladder Quinc</b>	\$ -	\$ -	\$ 1.43	\$ 11.10	\$ 10.79	\$ 10.49	\$ 10.18	\$ 9.88	\$ 9.57	\$ 9.26
<b>Pet Burial/Animal Crematory</b>	\$ -	\$ -	\$ 0.86	\$ 5.45	\$ 5.32	\$ 5.19	\$ 5.06	\$ 4.93	\$ 4.80	\$ 4.67
<b>Road Maint</b>	\$ -	\$ -	\$ -	\$ 9.68	\$ 9.38	\$ 9.08	\$ 8.78	\$ 8.48	\$ 8.18	\$ 7.88
<b>WW Ph 3A</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 112.63	\$ 103.94	\$ 102.41	\$ 100.89	\$ 99.36
<b>Allen Harbor Jetty</b>	\$ -	\$ -	\$ -	\$ 2.60	\$ 16.49	\$ 16.09	\$ 15.70	\$ 15.31	\$ 14.92	\$ 14.53
<b>Road Maint</b>	\$ -	\$ -	\$ -	\$ -	\$ 9.68	\$ 9.38	\$ 9.08	\$ 8.78	\$ 8.48	\$ 8.18
<b>Road Maint</b>	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 9.68	\$ 9.38	\$ 9.08	\$ 8.78	\$ 8.48
<b>Road Maint</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9.68	\$ 9.38	\$ 9.08	\$ 8.78
<b>Road Maint</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9.68	\$ 9.38	\$ 9.08
<b>WW Ph H31E</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 65.71	\$ 61.14	\$ 59.04	\$ 56.97
<b>Road Maint</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9.68	\$ 9.38
<b>DPW Facility</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.72	\$ 10.87	\$ 10.61
<b>SAQ Harbor East</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2.15	\$ 12.30	\$ 12.04

Estimated Tax Impact - Existing, Authorized Unissued & Proposed Debt  
Per Average Single Family Home - By Project





Harwich CIP

**Town of Harwich**

**Estimated Tax Impact - By Project - Median Single Family Home**

Debt Analysis

	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
<b>Existing Debt</b>	\$ 409.23	\$ 457.47	\$ 412.95	\$ 383.77	\$ 341.84	\$ 300.88	\$ 279.40	\$ 270.62	\$ 261.85	\$ 253.89
<b>Authorized Unissued Debt</b>	\$ 69.09	\$ 127.71	\$ 134.34	\$ 175.63	\$ 220.80	\$ 201.56	\$ 165.79	\$ 155.75	\$ 152.64	\$ 148.51
Road Maint	\$ -	\$ 0.73	\$ 7.05	\$ 6.83	\$ 3.14	\$ 10.02	\$ 6.18	\$ 5.96	\$ 5.74	\$ 5.52
Lower Cty Rd	\$ -	\$ 34.91	\$ 33.97	\$ 33.03	\$ 32.09	\$ 31.15	\$ 30.22	\$ 29.28	\$ 28.34	\$ 27.40
Pumper/Ladder Quinc	\$ -	\$ -	\$ 1.04	\$ 8.09	\$ 7.86	\$ 7.64	\$ 7.42	\$ 7.19	\$ 6.97	\$ 6.75
Pet Burial/Animal Crematory	\$ -	\$ -	\$ 0.63	\$ 3.97	\$ 3.87	\$ 3.78	\$ 3.69	\$ 3.59	\$ 3.50	\$ 3.40
Road Maint	\$ -	\$ -	\$ -	\$ 7.05	\$ 6.83	\$ 6.61	\$ 6.39	\$ 6.18	\$ 5.96	\$ 5.74
WW Ph 3A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 82.06	\$ 75.72	\$ 74.61	\$ 73.50	\$ 72.39
Allen Harbor Jetty	\$ -	\$ -	\$ 1.90	\$ 12.01	\$ 11.73	\$ 11.44	\$ 11.16	\$ 10.87	\$ 10.59	\$ 10.30
Road Maint	\$ -	\$ -	\$ -	\$ 7.05	\$ 6.83	\$ 6.61	\$ 6.39	\$ 6.18	\$ 5.96	\$ 5.74
Road Maint	\$ -	\$ -	\$ -	\$ -	\$ 0.73	\$ 7.05	\$ 6.83	\$ 6.61	\$ 6.39	\$ 6.18
Road Maint	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7.05	\$ 6.83	\$ 6.61	\$ 6.39
Road Maint	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7.05	\$ 6.83	\$ 6.61
WW Ph H31E	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 47.88	\$ 44.54	\$ 43.01	\$ 41.51
Road Maint	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7.05	\$ 6.83
DPW Facility	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.25	\$ 7.92	\$ 7.73
SAQ Harbor East	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.56	\$ 8.96	\$ 8.77

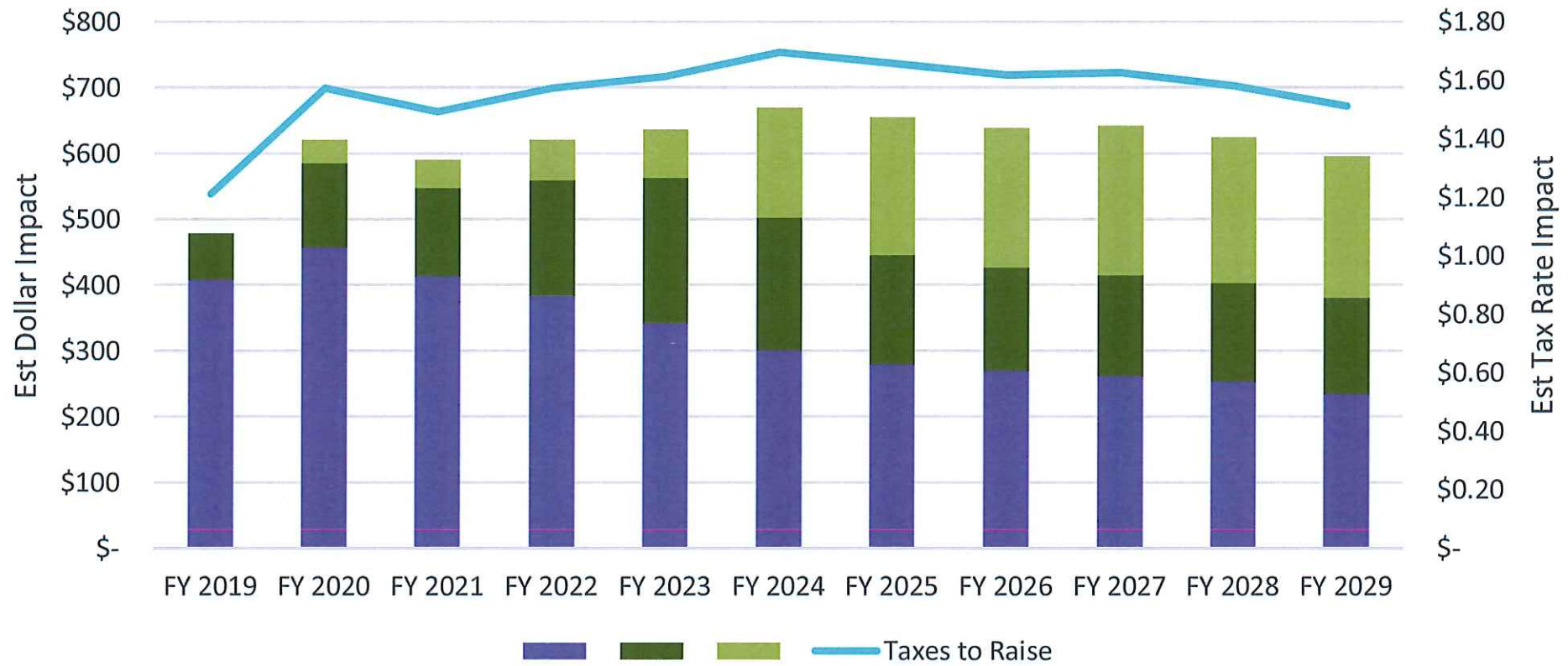


**Town of Harwich  
Tax Impact on Existing, Authorized/Unissued and Proposed Debt**

		<b>Existing &amp; Overlapping Debt</b>			<b>Authorized &amp; Unissued Debt</b>			<b>Proposed Debt</b>			<b>Existing, Authorized &amp; Proposed Debt</b>		
		<b>Residential Values - Tax Impact</b>			<b>Residential Values - Tax Impact</b>			<b>Residential Values - Tax Impact</b>			<b>Residential Values - Tax Impact</b>		
		<b>Fiscal Yr</b>	<b>Taxes to</b>		<b>Fiscal Yr</b>	<b>Taxes to</b>		<b>Fiscal Yr</b>	<b>Taxes to</b>		<b>Fiscal Yr</b>	<b>Taxes to</b>	
<b>Assumptions:</b>			<b>Raise</b>	<b>Average</b>	<b>Median</b>		<b>Raise</b>	<b>Average</b>	<b>Median</b>		<b>Raise</b>	<b>Average</b>	<b>Median</b>
\$5,683,494,390	FY 19 Assessed Valuation	<b>FY 2019</b>	1.04	\$ 562	\$ 409		0.17	\$ 95	\$ 69		-	-	
\$541,900	FY 19 Average Residential	<b>FY 2020</b>	1.16	\$ 628	\$ 457		0.32	\$ 175	\$ 128		0.09	\$ 49	\$36
\$394,800	FY 19 Median Residential	<b>FY 2021</b>	1.05	\$ 567	\$ 413		0.34	\$ 184	\$ 134		0.11	\$ 59	\$43
		<b>FY 2022</b>	0.97	\$ 527	\$ 384		0.44	\$ 241	\$ 176		0.16	\$ 85	\$62
		<b>FY 2023</b>	0.87	\$ 469	\$ 342		0.56	\$ 303	\$ 221		0.19	\$ 101	\$74
		<b>FY 2024</b>	0.76	\$ 413	\$ 301		0.51	\$ 277	\$ 202		0.42	\$ 229	\$167
		<b>FY 2025</b>	0.71	\$ 384	\$ 279		0.42	\$ 228	\$ 166		0.53	\$ 287	\$209
		<b>FY 2026</b>	0.69	\$ 371	\$ 271		0.39	\$ 214	\$ 156		0.54	\$ 291	\$212
		<b>FY 2027</b>	0.66	\$ 359	\$ 262		0.39	\$ 210	\$ 153		0.58	\$ 313	\$228
		<b>FY 2028</b>	0.64	\$ 348	\$ 254		0.38	\$ 204	\$ 149		0.56	\$ 304	\$222
		<b>FY 2029</b>	0.59	\$ 322	\$ 235		0.37	\$ 200	\$ 146		0.55	\$ 296	\$216

Note: Overlapping Debt includes Monomoy Regional School District and Cape Cod Regional Technical High School  
Summation by fiscal year calculated for each issuance of debt, details available for review upon request

### Median Residential Tax Impact - Existing, Authorized/Unissued & Proposed Debt



**AGREEMENT BETWEEN THE TOWNS OF CHATHAM AND HARWICH WITH  
RESPECT TO THE FORMATION OF A REGIONAL SCHOOL DISTRICT**

Whereas the Towns of Chatham and Harwich, towns in the Commonwealth of Massachusetts, hereinafter referred to as "member towns", have created a regional school district consistent with the terms of Chapter 71 of the Massachusetts General Laws, as amended, the member towns, in consideration of the mutual promises contained herein, agree as follows:

**Section I. MEMBERSHIP OF THE REGIONAL DISTRICT SCHOOL COMMITTEE**

A. Name and Composition. The name of the Regional School District shall be the Monomoy Regional School District. The Regional District School Committee, hereinafter sometimes referred to as the "Committee", shall consist of eight (8) members, four (4) of whom reside in the Town of Chatham and four (4) of whom reside in the Town of Harwich.

B. Weighted Voting. Because of the disparity in the population of the two towns, each of the four (4) Committee members from Harwich will have one full vote on all matters and each of the four (4) Committee members from Chatham will have 50% of a vote on all matters, for a total of six (6) votes. For a motion which requires a majority vote to pass, a majority (i.e., greater than 50%) of the six (6) votes (which must be no fewer than 3.5 votes) must be cast in the affirmative and at least one Committee member from each of the two towns must vote in the affirmative. For the passage of a motion requiring a two-thirds vote (such as the passage of the annual budget), at least two thirds (i.e., no fewer than 4 votes) of the six (6) total votes must be cast in the affirmative. Should a shift in the respective populations of the member towns, based on the most recent decennial federal census figures, cause an impermissible disparity based on one-person, one-vote principles, the Committee will act to address the disparity via the amendment process.

C. Election of Members. Each member must reside in the town which she or he represents. Each member must be elected consistent with the process for the election of town officials in said town and will be elected to open seats during the annual election or special election in said town. The term of each elected member will begin on the first business day after his or her election and after being sworn in by the respective Town Clerk. A member who has not otherwise vacated his or her seat will continue to serve until his or her successor is elected and sworn.

At every annual election, there shall be elected one or two members of the Committee from the Town of Chatham and one or two members of the Committee from the Town of Harwich as is necessary to maintain the membership of the Committee in accordance with subsection A (Name and Composition) above.

D. Length of Terms. The term of office of each elected member shall be three years, and a member will serve until his/her successor is elected and sworn in by the respective Town Clerk unless the member has otherwise vacated his or her seat.

E. Vacancies. Any vacancy occurring on the Regional District School Committee shall be filled by the local Board of Selectmen and the remaining Regional District School Committee members from the town where the vacancy occurs. The members of the Board of Selectmen shall meet in joint session with the remaining members of the Regional School District Committee from the town where the vacancy occurs. A majority vote of the members of this joint session shall be required to fill the vacant position. Such replacement shall serve until the next annual town election. At that next annual election, a person will be elected to serve the balance of the unexpired term, if any, which had become vacant.

F. Organization. At the first scheduled meeting of the Regional District School Committee after the annual election of all member towns, the Regional District School Committee shall organize in accordance with Massachusetts General Laws, Chapter 71, section 16A, known as "Regional School Committee, Organization". In addition, the Regional District School Committee shall fix the times and place for its regular meetings for the new term, provide for the calling of special meetings upon written or electronic notice to all its members, and appoint appropriate sub-committees and other officers.

## **Section II. POWERS OF THE COMMITTEE**

The Committee shall possess all of the powers conferred by law upon regional school district committees via G.L. Chapter 71, section 16 and otherwise, including but not limited to the power to acquire property and/or to enter into leases for land and/or buildings.

## **Section III. QUORUMS, VOTES AND GOVERNANCE**

A. A quorum to conduct business shall consist of five (5) members, with no fewer than two members being present from each of the member towns. A number less than the majority may vote to adjourn, but shall not take any other action.

B. On all issues requiring a vote of the Regional District School Committee, a simple majority vote (i.e., no fewer than 3.5 of the six (6) votes as spoken to in Section I, subsection B) shall be required to pass all motions, except as specified elsewhere in this Agreement, or as required by statute.

C. The Regional District School Committee shall annually elect officers at the first regularly scheduled meeting held after the last of the elections in the member towns. Such officers shall exercise the powers expressed and implied in G.L. Chapter 71, section 16A.

D. A Chairperson and a Vice-Chairperson shall be elected from among the Regional District School Committee's membership. The Committee will have as standard practice that the position of Chairperson will rotate annually between the member towns. By a two-thirds (2/3) vote, and with at least one Committee member from each of the member towns voting in the affirmative the Regional District School Committee may in any given year deviate from this

standard practice. The Vice-Chairperson in any given year shall be drawn from the members who reside in the member town different from that of the Chairperson.

E. The Regional District School Committee shall elect/appoint a Secretary who may or may not be a member of the Regional District School Committee's membership.

F. The Regional District School Committee shall appoint a Treasurer who shall not be a member of the Regional District School Committee.

G. Any action voted by the Regional District School Committee which directly and specifically affects the elementary school(s) in only one town will require that three of the four members of the Regional District School Committee from the town in which the affected elementary school(s) is/are located vote in support of that action.

#### **Section IV. TYPE OF SCHOOL DISTRICT AND TRANSFER OF ASSETS**

A. The Regional School District shall provide educational programs for public school students who reside in the member towns and who are attending grades pre-kindergarten through and including grade 12. The Regional School District Committee, as established consistent with Section I (Membership of the Regional School District School Committee) above, is authorized in its discretion to establish and maintain other educational programs, including, but not limited to, vocational-technical educational programs consistent with G.L Chapter 74, and is authorized in its discretion to join or form educational collaboratives consistent with G.L. Chapter 40, section 4E.

B. The Regional School District may, at the Committee's discretion, include pre-kindergarten, and shall include all grades from K-12.

C. The elementary schools shall serve students in grades K-4, and, at the Committee's discretion, pre-kindergarten.

D. The middle school(s)/high school(s) shall serve students in grades 5-12.

E. Where the term "preschool" is mentioned in this Agreement, it is done in order to permit the Regional District School Committee, at some future date, the discretion to provide "universal" preschool classes.

F. The Committee may in its discretion alter the elementary/secondary grade configurations spoken to above.

G. At the time of the creation of the District, any and all money held in so-called "revolving funds," in gift accounts, in grant accounts, or in student activity accounts/funds that are held by the member towns for the benefit of their respective school departments will be conveyed to the District to be utilized for educational and/or extracurricular purposes consistent with the purposes for which the revolving funds or accounts were created. Additionally, school-related

equipment, material, and supplies that are owned by the school departments of the member towns at the time of the creation of the District will be conveyed to the District.

## **Section V. LOCATION AND OWNERSHIP OF SCHOOLS**

A. All Regional District schools shall be located within the geographical limits of the District. The Regional District school buildings shall be located on sites owned by, or leased to, the District.

B. There shall be no less than one elementary school in each member town. Students in the elementary grades shall attend schools in their towns of residence, except in special cases as defined by the Regional District School Committee.

C. Each member town shall retain ownership of its elementary school buildings and grounds that are in existence at the time of the formation of the District and shall lease the same to the District for the sum of one dollar per year. Each lease shall be for a term of up to twenty (20) years, with said term to be established by the Regional District School Committee. The term shall commence on July 1, 2012. The leases shall contain provisions for an extension of up to 20 years at the option of the Regional District School Committee. The leases shall contain provisions authorizing the District to repair, improve, alter, remodel and maintain the buildings or any part thereof, at the District's expense. Said leases shall not prevent the use of the buildings or premises by the respective owner towns, upon approval of the Regional School District Committee; such approval shall not be unreasonably withheld. Each lease involving a member town may include such other terms as may be agreed upon by the Selectmen of that member town and by the Regional District School Committee, who shall execute the lease for the member towns and the District, respectively.

D. The Town of Chatham shall lease to the Regional District School Committee the land and buildings (at the option of the Committee) presently known as the Elementary School, as well as the land and/or the buildings (at the option of the Committee) comprising the combined Middle School/High School. The terms expressed in paragraph V.D shall apply equally to this paragraph.

E. The Town of Harwich, shall lease to the Regional District School Committee the land and/or buildings (at the option of the Committee) presently known as the Elementary School. The terms expressed in paragraph V.D shall apply equally to this paragraph.

F. At whatever point in time the land and/or buildings that are leased by a member town to the Regional District School Committee ceases to be needed by the District, the District School Committee shall vote to declare said land and/or buildings as surplus, and the custody and control of said land and/or buildings shall revert to the owner town.

G. Payments from future leases of Regional property shall be paid to the Regional School District.



## **Section VI. TRANSPORTATION**

The Regional District School Committee shall set District transportation policy. School transportation shall be provided by the Regional School District, and the cost thereof shall be apportioned among the member towns as defined in Section IX.

## **Section VII. BUDGET**

A. The Committee shall prepare an annual operating and maintenance budget using accounts itemized in conformance with the chart of accounts utilized and required by the Massachusetts Department of Elementary and Secondary Education or its successor.

B. The Regional School District's budgetary process, and the timing of and method of appropriation of funds in regard thereto, shall be governed by the provisions of G. L. c. 71 §16(m) and c. 71 §16B and other applicable provisions of G. L. c. 71 and any special laws or regulations relating thereto.

C. The Regional District School Committee shall prepare a budget on a fiscal year basis for the District in the following manner:

1. The Regional District budget process shall be initiated annually on or about October 1 and shall provide opportunity for the Selectman and Finance Committee of each member town to have input into its preparation. On or about January 15<sup>th</sup>, the Regional District School Committee shall complete its proposed budget for the ensuing year. Said proposed budget shall be approved by majority vote, with at least one Committee member from each member town voting in the affirmative. The District shall submit its proposed budget to the Board of Selectmen and Finance Committee of each member town and provide a copy to each member town's public library and town clerk's office for posting.
2. Said proposed budget shall contain a notice stating when and where a public hearing will be held. The public hearing shall be held in any District school building. The notice of the public hearing shall be posted in all member towns and published consistent with G.L. chapter 71, section 38N in a newspaper having general circulation in the region. Upon request of the Finance Committee and/or the Board of Selectmen of any member town, the Regional District School Committee shall arrange to meet with such Finance Committee and/or Board of Selectmen for the purpose of discussing the proposed budget. Said proposed budget shall be in reasonable detail, itemized at least as follows: central administration, expenses of instruction, transportation, operation of school plant, maintenance of school plant, capital outlay, and debt and interest charges unless the Finance Committee and Board of Selectmen from each member town and the Regional School District Committee subsequently agree to some other methodology. All non-recurring expenditures shall be itemized. Enrollment, staffing, total expenditures and assessments for the past five

- (5) years shall be included. The Finance Committee or the Board of Selectmen of a member town may request further information.
3. Consistent with G.L. chapter 71, section 16B the Regional District School Committee shall adopt by a two-thirds (2/3) vote of all its members a budget with such changes as may have resulted from conferences and/or the public hearing. Within thirty (30) days from the date on which the budget is adopted, the Treasurer of the District shall certify to the Treasurer of each member town that town's assessed share of such budget.
  4. The budget and assessments shall be so constructed as to show debt service, transportation, operating, and capital costs. It shall also list all sources of revenue used to reduce operating costs as described in Section IX.
  5. The process and the requirements for the approval or disapproval of the budget by the member towns will be consistent with the terms and conditions of Chapter 71, section 16B, as well as 603 CMR section 41, *et seq.*, as those terms and conditions may be amended. In the event of a conflict between any provision of law or regulations and this Agreement, the law and/or regulations shall prevail.

## **Section VIII. BUDGETARY DEFINITIONS**

The budget for the operation of the District's Schools, including payments of principal and interest on bonds and other evidence of indebtedness issued by the District, shall be apportioned to the member towns via the method set out in Section IX and subject to the following definitions:

### **A. Budget**

As defined by this document, the budget is the amount of money voted by the Regional District School Committee to finance the District schools and which will be assessed to the member towns.

B. The budget shall be comprised of various costs, each as herein defined as follows:

1. "Operating Costs" include all costs not included in capital costs, transportation costs, or debt service, as defined below, but operating costs include interest and principal on revenue anticipation notes. Operating costs include the net costs of evening, graduate and extension courses or any other types of courses, including vocational education programs, which are offered by the District to persons other than pupils attending a regular district school program in any of the grades K-12, inclusive.
2. "Capital costs" will include all capital outlay appearing in the 7000 DESE function codes.

3. "Transportation costs" include all costs associated with transporting the District's students to and from school.
4. "Debt service" includes all costs that are used for payment of principal and interest on bonds or other obligations issued by the District except revenue anticipation notes.

**Section IX. METHOD OF ASSESSING COSTS OF THE REGIONAL SCHOOL DISTRICT**

A. Operating Costs. Operating costs needed to support the district's budget will be reduced by all general fund revenues and state aid. Member town assessments will then be prepared as follows:

1. Each member town will contribute to the District no less than its minimum required local contribution as determined by the Commissioner pursuant to G.L. Chapter 70.
2. Any excess costs needed to support the District's budget will be assessed to the member towns on the basis of the town's foundation enrollment.
3. Excess costs will be assessed to each member town on the basis of the combined three-year rolling average of foundation enrollment for each member town. That is, the foundation enrollment figures as published by the DESE for each member town for the most recent past three years will be averaged, as will the total of the foundation enrollments of all of the member towns for the most recent past three years. Each member town will be assessed the same percentage of the excess costs as that member's foundation enrollment for the past three years relates to the foundation enrollment for the entire District during those three years.

B. Capital Costs. Capital costs shall include all expenses in the nature of capital outlay including, but not limited to, the cost of acquiring land, the cost of constructing, reconstructing, or adding to a school building or buildings, the cost of remodeling or making extraordinary repairs to a school building or buildings, the cost of constructing sewerage systems and sewerage treatment and disposal facilities or the cost of the purchase or use of such systems with a municipality, and any other item of capital outlay for which a regional school district may be authorized to borrow, or which could be categorized as a capital expense in conformance with applicable law and regulation, including, without limitation, the cost of equipment and furnishings for such school buildings or additions, plans, architects' and consultants' fees, grading and other costs incidental to placing school buildings and additions, sewerage systems and sewerage treatment and disposal facilities, and any premises related to the foregoing in operating condition. Capital costs shall also include payment of principal of and interest on bonds, notes and other obligations issued by the District to finance capital costs.

Capital costs that are attributable to facilities that are under the custody and control of the District, whether they are owned by or leased to the District, shall be assessed to the member

towns on the basis of the three-year rolling average of each town's foundation enrollment as described in Section IX.A.3' above.

C. Transportation Costs. Transportation costs will be assessed to the member towns based upon the number of students residing in each town who attend the District's schools based on the average of the most recent three years' enrollment figures as reported, currently on October 1, to DESE.

D. Debt Service. Notwithstanding the terms of Section IX.B, debt service costs, which were incurred prior to July 1, 2017, will be assessed to the member towns as follows:

1. Debt service costs attributable to the high school and the middle school will be assessed to the member towns using the three-year rolling average of each town's foundation enrollment as described in Section IX.A.3 above.
2. Debt service costs attributable to the District's elementary schools will be assessed to the member town that owns the building; provided that if the Regional District School Committee reconfigures its elementary schools such that students are no longer assigned based on their town of residence, e.g., students are assigned based on districting; the District creates an "upper" and "lower" elementary school, debt service costs shall be assessed upon the mechanism described in paragraph E below, which utilizes the most recent three years' enrollment figures.

E. The number of students who reside in each of the member towns who attend the facility in question based upon the average of the most recent three years' enrollment figures as reported to DESE will be identified. Each member town will then be assessed a percentage of the debt service expenditures attributable to that facility. This percentage will be the same percentage as the number of students from that town who are enrolled in the facility in question, using the three year average referenced in this paragraph, bears to the two towns' combined enrollment in that facility. If the construction of a new high school is undertaken after the creation of the District, the capital costs and debt service attributed to said construction, and the planning for same, will be assessed under Sections IX.B and IX.D above, despite the fact that the completion of the new high school will occur prior to there being one regional middle school. If a renovation of and/or addition to the building which is known at the time of creation of the District as the Chatham Middle School/High School is undertaken for purposes of converting said building to a District middle school, the capital costs and debt service attributed to said renovation/addition, and the planning for same, will be assessed under Sections IX.B and IX.D above.

F. The payment of the assessed share of costs by each member town, as computed by the Regional District School Committee according to the methods specified in Section IX, shall be made by each member town's Treasurer by check or electronic transfer payable to the Regional School District in equal installments by the first business day of the month as set forth below:

Chatham: August, October, December, February, April, May, June  
Harwich: July, September, November, January, March, May, June

## **Section X. STABILIZATION FUND**

The Regional District School Committee may, consistent with the terms and conditions of G.L. chapter 71, section 16G½, establish and maintain a stabilization fund.

### **Section XI. ADMISSION OF ADDITIONAL TOWNS**

By an amendment to this agreement adopted by each member town in accordance with Section XVI (Amendments) and in compliance with the provisions therein contained, any other town or towns may be admitted to the Regional School District upon adoption of such amendment, and also upon compliance with any statutory or regulatory requirement as may be applicable.

### **Section XII. WITHDRAWAL OF MEMBER TOWNS**

In the event that a member town decides to seek to withdraw from the District, the following procedures and requirements will apply:

A. Vote Expressing Desire to Withdraw. Any member town seeking to withdraw from the District shall, by vote at an annual or special town meeting, request the Committee to formulate an amendment to this Agreement setting forth the terms under which the town may withdraw from the District. No withdrawal will take effect on other than July 1 of a given year, and the vote spoken of in the preceding sentence, as well as the notification to the District consistent with paragraph B below, as well as the submittal of a long range education plan consistent with paragraph C below, must all occur no less than two (2) years prior to the desired date of withdrawal.

B. Notice. The clerk of the town seeking to withdraw shall, within seven (7) days of the vote, notify the Committee chairperson as well as the District's superintendent in writing that the town has voted to request the Committee to formulate an amendment to the Agreement setting forth the terms for withdrawal. The clerk will provide a certified copy of the vote with the notification.

C. Long Range Education Plan. No less than two (2) full years prior to the desired date of withdrawal, the town seeking to withdraw, in addition to the other requirements spoken to in paragraph A above, will submit to the Commissioner of Elementary and Secondary Education (hereinafter "the Commissioner") and to the District a "Long Range Education Plan" consistent with 603 CMR 41.02(2). The Long Range Plan will address, in addition to any other factor required by the Commissioner, the following: the expected educational benefits of reorganization; the current and projected enrollments; an inventory of all educational facilities under the jurisdiction of the District; the proposed administrative structure; the fiscal ramifications of withdrawal upon the withdrawing town as well as the other member towns in the District; the geographical and physical characteristics of the area; and the effect that withdrawal will have on student transportation.

D. Requirements. In addition to other terms and requirements which the Committee may include in the amendment, the town seeking to withdraw will be responsible for the following:

(1) payment of all operating costs for which it is liable as a member of the District; (2) continuing payments beyond the time of withdrawal to the District for the town's share of the indebtedness of the District which is outstanding at the time of such withdrawal, and for interest thereon, to the same extent and in the same manner as though the town had not withdrawn from the District; and (3) for the costs, including legal fees, that accrue to the District as a result of the withdrawal process.

E. Approval of Withdrawal. A request to withdraw shall become effective only if the amendment to the Agreement is approved by vote of the Committee, is approved by the Commissioner, and is approved by majority vote at an annual or special town meeting in the town seeking to withdraw and in each of the other member towns, and the withdrawal can become effective no less than one full year after the completion of these requirements.

F. In no event shall such withdrawal take place prior to ten (10) years from the effective date of this agreement as defined in Section XVII (Effective Date and Jurisdiction).

### **Section XIII. ANNUAL REPORT**

The Regional District School Committee shall submit to each member town an annual report containing a detailed financial statement and a statement showing methods by which the annual charges assessed against each town were computed, together with such additional information relating to the operation and maintenance of the schools as may be deemed necessary by the Regional District Committee or by the Selectman and/or the Finance Committee of any member town.

### **Section XIV. INCURRING OF DEBT**

The District School Committee may vote to incur debt consistent with the terms and conditions of G.L. chapter 71, section 16. At the time of taking action to incur debt, and except for the incurring of temporary debt in anticipation of revenue, the District School Committee by majority vote will choose either the process that appears in subsection (d) of Chapter 71, section 16, or the process that appears in subsection (n) of Chapter 71, section 16.

### **Section XV. REVIEW OF AGREEMENT**

At least every five (5) years, the Committee will undertake a review of the terms of this Agreement. The first review of this Agreement shall occur no later than in the fifth fiscal year of the District's existence. Proposals for amendments to this Agreement will follow the procedure contained in Section XVI (Amendments).

### **Section XVI. AMENDMENTS**

A. Amendments to this Agreement may be initiated by a three-quarters (3/4) vote (i.e., no fewer than 4.5 votes) of the District Committee or by a petition signed by ten per cent (10%) of a member town(s) registered voters. Said signatures need to be certified by the Clerk of the respective town who must also certify the fact that the number of signatures represents at least 10% of the registered voters of the town. Such amendments to the agreement must receive a majority vote of approval by each member town at an annual town meeting, and all amendments are subject to the approval of the Commissioner.

B. No such amendment shall be made which shall substantially impair the rights of the holders of any of the District's bonds or notes of the District then outstanding, or the rights of the District to procure the means for payments thereof.

#### **Section XVII. EFFECTIVE DATE AND JURISDICTION**

The full jurisdiction of the Regional District School Committee will commence on July 1, 2012.

#### **Section XVIII. SEVERABILITY OF SECTIONS**

Consistent with G.L. Chapter 71, section 16I, if any provision of this Regional School District Agreement shall be held invalid in any circumstance, such invalidity shall not affect any other provisions or circumstances.



LEGEND:

Not Applicable now that we are fully regionalized

~~Amendments must be initiated in accordance with Section XVII.A.~~

**AGREEMENT BETWEEN THE TOWNS OF CHATHAM AND HARWICH WITH  
RESPECT TO THE FORMATION OF A REGIONAL SCHOOL DISTRICT**

Whereas the Towns of Chatham and Harwich, towns in the Commonwealth of Massachusetts, hereinafter referred to as “member towns”, ~~have desire to created~~ a regional school district consistent with the terms of Chapter 71 of the Massachusetts General Laws, as amended, the member towns, in consideration of the mutual promises contained herein, agree as follows:

**Section I. MEMBERSHIP OF THE REGIONAL DISTRICT SCHOOL COMMITTEE**

A. Name and Composition. ~~During the transition period spoken of in Section XX herein, the District shall be named by the Interim Regional School Committee, utilizing a majority vote consistent with Section I,B below.~~ The name of the Regional School District shall be the Monomoy Regional School District. The Regional District School Committee, hereinafter sometimes referred to as the “Committee”, shall consist of eight (8) members, four (4) of whom reside in the Town of Chatham and four (4) of whom reside in the Town of Harwich.

B. Weighted Voting. Because of the disparity in the population of the two towns, each of the four (4) Committee members from Harwich will have one full vote on all matters and each of the four (4) Committee members from Chatham will have 50% of a vote on all matters, for a total of six (6) votes. For a motion which requires a majority vote to pass, a majority (i.e., greater than 50%) of the six (6) votes (which must be no fewer than 3.5 votes) must be cast in the affirmative and at least one Committee member from each of the two towns must vote in the affirmative. For the passage of a motion requiring a two-thirds vote (such as the passage of the annual budget), at least two thirds (i.e., no fewer than 4 votes) of the six (6) total votes must be cast in the affirmative. Should a shift in the respective populations of the member towns, based on the most recent decennial federal census figures, cause an impermissible disparity based on one-person, one-vote principles, the Committee will act to address the disparity via the amendment process.

C. Election of Members. Each member must reside in the town which she or he represents. Each member must be elected consistent with the process for the election of town officials in said town and will be elected to open seats during the annual election or special election in said town. The term of each elected member will begin on the first business day after his or her election and after being sworn in by the respective Town Clerk. A member who has not otherwise vacated his or her seat will continue to serve until his or her successor is elected and sworn.

At every annual election, ~~except at the initial election of the Regional School District Committee when the procedure specified below in subsection E (Initial Staggering of Terms) will be~~



~~applied~~, there shall be elected one or two members of the Committee from the Town of Chatham and one or two members of the Committee from the Town of Harwich as is necessary to maintain the membership of the Committee in accordance with subsection A (Name and Composition) above.

D. Length of Terms. ~~With the sole exception of the initial election of the Regional School District Committee by the procedure specified below in subsection E (Initial Staggering of Terms),~~ The term of office of each elected member shall be three years, and a member will serve until his/her successor is elected and sworn in by the respective Town Clerk unless the member has otherwise vacated his or her seat.

E. Initial Staggering of Terms. For the purpose of staggering the terms of the initial Regional School District Committee only, the following procedure will apply:

~~In regard to each of the member towns, the two (2) candidates receiving the highest and second-highest number of votes will be elected to three (3) year terms; the candidate receiving the third highest number of votes will be elected to a two (2) year term; and the candidate receiving the fourth highest number of votes will be elected to a one (1) year term.~~

F. Vacancies. Any vacancy occurring on the Regional District School Committee ~~for any cause~~ shall be filled by the local Board of Selectmen and the remaining Regional District School Committee members from the town where the vacancy occurs. The members of the Board of Selectmen shall meet in joint session with the remaining members of the Regional School District Committee from the town where the vacancy occurs. A majority vote of the members of this joint session shall be required to fill the vacant position. Such replacement shall serve until the next annual town election. At that next annual election, a person will be elected to serve the balance of the unexpired term, if any, which had become vacant.

G. Organization. At the first scheduled meeting of the Regional District School Committee after the annual election of all member towns, the Regional District School Committee shall organize in accordance with Massachusetts General Laws, Chapter 71, Section 16A, known as "Regional School Committee, Organization". In addition, the Regional District School Committee shall fix the times and place for its regular meetings for the new term, provide for the calling of special meetings upon written or electronic notice to all its members, and appoint appropriate sub-committees and other officers.

## Section II. POWERS OF THE COMMITTEE

The Committee shall possess all of the powers conferred by law upon regional school district committees via G.L. Chapter 71, section 16 and otherwise, including but not limited to the power to acquire property and/or to enter into leases for land and/or buildings. ~~During the period July 1, 2012 to June 30, 2013, the Committee shall have the power to perform all of the end of the year reporting functions that normally would have been performed by the Chatham School Committee and the Harwich School Committee.~~



### Section III. QUORUMS, VOTES AND GOVERNANCE

A. A quorum to conduct business shall consist of five (5) members, with no fewer than two members being present from each of the member towns<sup>[MLT1]</sup>. A number less than the majority may vote to adjourn, but shall not take any other action.

B. On all issues requiring a vote of the Regional District School Committee, a simple majority vote (i.e., no fewer than 3.5 of the six (6) votes as spoken to in Section I, subsection B) shall be required to pass all motions, except as specified elsewhere in this Agreement, or as required by statute.

C. The Regional District School Committee shall annually elect officers at the first regularly scheduled meeting held after the last of the elections in the member towns. Such officers shall exercise the powers expressed and implied in G.L. Chapter 71, section 16A.

D. A Chairperson and a Vice-Chairperson shall be elected from among the Regional District School Committee's membership. The Committee will have as standard practice that the position of Chairperson will rotate annually between the member towns. ~~For example, in the first year that the District is in existence, the Chairperson will be elected without regard to where he/she resides. In year two, however, the Chairperson shall be elected from members who reside in the other town. This rotation sequence will then be maintained in future years.~~ By a two-thirds (2/3) vote, and with at least one Committee member from each of the member towns voting in the affirmative, the Regional District School Committee may in any given year deviate from this standard practice. The Vice-Chairperson in any given year shall be drawn from the members who reside in the member town different from that of the Chairperson.

E. The Regional District School Committee shall elect<sup>[appoint]</sup><sup>[MLT2]</sup> a Secretary who may or may not be a member of the Regional District School Committee's membership.

F. The Regional District School Committee shall appoint a Treasurer who shall not be a member of the Regional District School Committee.

G. Any action voted by the Regional District School Committee which directly and specifically affects the elementary school(s) in only one town will require that three of the four members of the Regional District School Committee from the town in which the affected elementary school(s) is/are located vote in support of that action.

### Section IV. TYPE OF SCHOOL DISTRICT AND TRANSFER OF ASSETS

A. The Regional School District shall provide educational programs for public school students who reside in the member towns and who are attending grades pre-kindergarten through and including grade 12. The Regional School District Committee, as established consistent with Section I (Membership of the Regional School District School Committee) above, is authorized in its discretion to establish and maintain other educational programs, including, but not limited



to, vocational-technical educational programs consistent with G.L Chapter 74, and is authorized in its discretion to join or form educational collaboratives consistent with G.L. Chapter 40, s. 4E.

B. The Regional School District may, at the Committee's discretion, include pre-kindergarten, and shall include all grades from K-12.

C. The elementary schools shall serve students in grades K-4, and, at the Committee's discretion, pre-kindergarten.

D. The middle school(s)/high school(s) shall serve students in grades 5-12.

E. Where the term "preschool" is mentioned in this Agreement, it is done in order to permit the Regional District School Committee, at some future date, the discretion to provide "universal" preschool classes.

F. The Committee may in its discretion alter the elementary/secondary grade configurations spoken to above.

G. At the time of the creation of the District, any and all money held in so-called "revolving funds," in gift accounts, in grant accounts, or in student activity accounts/funds that are held by the member towns for the benefit of their respective school departments will be conveyed to the District to be utilized for educational and/or extracurricular purposes consistent with the purposes for which the revolving funds or accounts were created. Additionally, school-related equipment, material, and supplies that are owned by the school departments of the member towns at the time of the creation of the District will be conveyed to the District.

#### **Section V. LOCATION AND OWNERSHIP OF SCHOOLS**

A. All Regional District schools shall be located within the geographical limits of the District. The Regional District school buildings shall be located on sites owned by, or leased to, the District.

~~B. It is the intent of the member towns to seek to build a new high school and to renovate a middle school with all due alacrity.~~

C. There shall be no less than one elementary school in each member town. Students in the elementary grades shall attend schools in their towns of residence, except in special cases as defined by the Regional District School Committee.

D. Each member town shall retain ownership of its elementary school buildings and grounds that are in existence at the time of the formation of the District and shall lease the same to the District for the sum of one dollar per year. Each lease shall be for a term of up to twenty (20) years, with said term to be established by the Regional District School Committee. The term shall commence on the date when the Regional District School Committee completes the



District for the sum of one dollar per year. Each lease shall be for a term of up to twenty (20) years, with said term to be established by the **Regional** District School Committee. The term shall commence on the date when the Regional District School Committee completes the transition period spoken to in Section XX and comes into full existence. The leases shall contain provisions for an extension of up to 20 years at the option of the Regional District School Committee. The leases shall contain provisions authorizing the District to repair, improve, alter, remodel and maintain the buildings or any part thereof, at the District's expense. Said leases shall not prevent the use of the buildings or premises by the respective owner towns, upon approval of the Regional School District Committee; such approval shall not be unreasonably withheld. Each lease involving a member town may include such other terms as may be agreed upon by the Selectmen of that member town and by the Regional District School Committee, who shall execute the lease for the member towns and the District, respectively.

E. The Town of Chatham shall lease to the Regional District School Committee the land and buildings (at the option of the Committee) presently known as the Elementary School, as well as the land and/or the buildings (at the option of the Committee) comprising the combined Middle School/High School. The terms expressed in paragraph V, D shall apply equally to this paragraph.

F. The Town of Harwich, shall lease to the Regional District School Committee the land and/or buildings (at the option of the Committee) ~~presently known as the Elementary School, as well as the land and/or the buildings (at the option of the Committee) presently known as the Middle School, and the land and/or the buildings (at the option of the Committee) presently known as the High School.~~ The terms expressed in paragraph V, D shall apply equally to this paragraph.

G. ~~The leases of all of the above-referenced school buildings should be signed by the date the District Committee completes the transition period spoken to in Section XX and comes into full existence.~~

H. At whatever point in time the land and/or buildings that are leased by a member town to the Regional District School Committee ceases to be needed by the District, the District School Committee shall vote to declare said land and/or buildings as surplus, and the custody and control of said land and/or buildings shall revert to the owner town.

I. Payments from future leases of Regional property shall be paid to the Regional School District.

## **Section VI. TRANSPORTATION**

The Regional District School Committee shall set District transportation policy. School transportation shall be provided by the Regional School District, and the cost thereof shall be apportioned among the member towns as defined in Section IX.

## **Section VII. BUDGET**



A. The Committee shall prepare an annual operating and maintenance budget using accounts itemized in conformance with the chart of accounts utilized and required by the Massachusetts Department of Elementary and Secondary Education or its successor.

B. The Regional School District's budgetary process, and the timing of and method of appropriation of funds in regard thereto, shall be governed by the provisions of G. L. c. 71 §16(m) and c. 71 §16B and other applicable provisions of G. L. c. 71 and any special laws or regulations relating thereto.

C. The Regional District School Committee shall prepare a budget on a fiscal year basis for the District in the following manner:

1. The Regional District budget process shall be initiated annually on or about October 1 and shall provide opportunity for the Selectman and Finance Committee of each member town to have input into its preparation. On or about January 15<sup>th</sup>, the Regional District School Committee shall complete its proposed budget for the ensuing year. Said proposed budget shall be approved by majority vote, with at least one Committee member from each member town voting in the affirmative. The District shall submit its proposed budget to the Board of Selectmen and Finance Committee of each member town and provide a copy to each member town's public library and town clerk's office for posting. Said proposed budget shall be posted in the Town Hall of each member town, shall be provided to each member town's public library, and shall be submitted to the Selectmen and Finance Committee members of each member town~~[MLT3]~~.
2. Said proposed budget shall contain a notice stating when and where a public hearing will be held. The public hearing shall be held in any District school building. The notice of the public hearing shall be posted in all member towns and published consistent with G.L. chapter 71, section 38N in a newspaper having general circulation in the region.— Upon request of the Finance Committee and/or the Board of Selectmen of any member town, the Regional District School Committee shall arrange to meet with such Finance Committee and/or Board of Selectmen for the purpose of discussing the proposed budget. Said proposed budget shall be in reasonable detail, itemized at least as follows: central administration, expenses of instruction, transportation, operation of school plant, maintenance of school plant, capital outlay, and debt and interest charges unless the Finance Committees and Board of Selectmen from each member town and the Regional School District Committee subsequently agree to some other methodology~~[MLT4]~~. All non-recurring expenditures shall be itemized. Enrollment, staffing, total expenditures and assessments for the past five (5) years shall be included. The Finance Committee or the Board of Selectmen of a member town may request further information.
3. Consistent with G.L. chapter 71, section 16B the Regional District School Committee shall adopt by a two-thirds (2/3) vote of all its members a budget with such changes as may have resulted from conferences and/or the public hearing. Within thirty (30) days from the date on which the budget is adopted, the Treasurer of the District shall



certify to the Treasurer of each member town that town's assessed share of such budget.

4. The budget and assessments shall be so constructed as to show debt service, transportation, operating, and capital costs. It shall also list all sources of revenue used to reduce operating costs as described in Section IX.
5. The process and the requirements for the approval or disapproval of the budget by the member towns will be consistent with the terms and conditions of eChapter 71, section 16B, as well as 603 CMR section 41, et seq., as those terms and conditions may be amended. In the event of a conflict between any provision of law or regulations and this Agreement, the law and/or regulations shall prevail.

### **Section VIII. BUDGETARY DEFINITIONS**

The budget for the operation of the District's Schools, including payments of principal and interest on bonds and other evidence of indebtedness issued by the District, shall be apportioned to the member towns via the method set out in Section IX and subject to the following definitions:

#### **A. Budget**

As defined by this document, the budget is the amount of money voted by the Regional District School Committee to finance the District schools and which will be assessed to the member towns.

B. The budget shall be comprised of various costs, each as herein defined as follows:

1. "Operating Costs" include all costs not included in capital costs, transportation costs, or debt service, as defined below, but operating costs include interest and principal on revenue anticipation notes. Operating costs include the net costs of evening, graduate and extension courses or any other types of courses, including vocational education programs, which are offered by the District to persons other than pupils attending a regular district school program in any of the grades K-12, inclusive.
2. "Capital costs" will include all capital outlay appearing in the 7000 DESE function codes.
3. "Transportation costs" include all costs associated with transporting the District's students to and from school.
4. "Debt service" includes all costs that are used for payment of principal and interest on bonds or other obligations issued by the District except revenue anticipation notes.



**Section IX. METHOD OF ASSESSING COSTS OF THE REGIONAL SCHOOL DISTRICT**

A. Operating Costs. Operating costs needed to support the district's budget will be reduced by all general fund revenues and state aid. Member town assessments will then be prepared as follows:

1. Each member town will contribute to the District no less than its minimum required local contribution as determined by the Commissioner pursuant to G.L. Chapter 70.
2. Any excess costs needed to support the District's budget will be assessed to the member towns on the basis of the town's foundation enrollment.
3. Excess costs will be assessed to each member town on the basis of the combined three-year rolling average of foundation enrollment for each member town. That is, the ~~October 1~~ foundation ~~[MLTS]~~ enrollment figures as published by the DESE for each member town for the most recent past three years will be averaged, as will the total of the foundation enrollments of all of the member towns for the most recent past three years. Each member town will be assessed the same percentage of the excess costs as that member's foundation enrollment for the past three years relates to the foundation enrollment for the entire District during those three years.

B. Capital Costs. ~~Except as expressed in subsection E below (which pertains to the assessment of capital costs and debt service on facilities that are in existence at the time of creation of the District until such time that there is one regional high school and one regional middle school),~~ Capital costs shall include all expenses in the nature of capital outlay including, but not limited to, ~~such as~~ the cost of acquiring land, the cost of constructing, reconstructing, or adding to a school building or buildings, the cost of remodeling or making extraordinary repairs to a school building or buildings, the cost of constructing sewerage systems and sewerage treatment and disposal facilities or the cost of the purchase or use of such systems with a municipality, and any other item of capital outlay for which a regional school district may be authorized to borrow, or which could be categorized as a capital expense in conformance with applicable law and regulation, including, without limitation, the cost of original equipment and furnishings for such school buildings or additions, plans, architects' and consultants' fees, grading and other costs incidental to placing school buildings and additions, sewerage systems and sewerage treatment and disposal facilities, and any premises related to the foregoing in operating condition. Capital costs shall also include payment of principal of and interest on bonds, notes and other obligations issued by the District to finance capital costs.

Capital costs that are attributable to facilities that are under the custody and control of the District, whether they are owned by or leased to the District, shall be assessed to the member towns on the basis of the three year rolling average of each town's foundation enrollment as described in Section IX, A, ~~34~~ above.

C. Transportation Costs. Transportation costs will be assessed to the member towns based upon the number of students residing in each town who attend the District's schools based on the



average of the most recent three years' ~~October 1~~ enrollment figures as reported, currently on October 1, to DESE.

D. Debt Service. ~~Except as expressed in subsection E below (which pertains to the assessment of capital costs and debt service on facilities that are in existence at the time of creation of the District until such time there is one regional high school and one regional middle school); Notwithstanding the terms of subsections B and D, debt service costs, which were incurred prior to July 1, 2017,~~ will be assessed to the member towns as follows:

1. Debt service costs attributable to the high school and the middle school will be assessed to the member towns using the three year rolling average of each town's foundation enrollment as described in Section IX,A,34 above.
2. Debt service costs attributable to the District's elementary schools will be assessed to the member town that owns the building; provided that if the Regional District School Committee reconfigures its elementary schools such that students are no longer assigned based on their town of residence, e.g., students are assigned based on districting; the District creates an "upper" and "lower" elementary school, debt service costs shall be assessed s-based upon the mechanism described in paragraph E below, which utilizes the most recent three years' ~~October 1~~ enrollment figures.

E. ~~Notwithstanding the terms and conditions of subsections B and D above, until such time as there is one regional high school and one regional middle school, expenditures on capital items and debt service which are attributed to facilities that are in existence at the time of the creation of the District and which are under the care and custody of the District, regardless of whether they are owned by the District or leased to the District, will be assessed to the member towns using the following approach.~~ The number of students who reside in each of the member towns who attend the facility in question based upon the average of the most recent three years' ~~October 1~~ enrollment figures as reported to DESE will be identified. Each member town will then be assessed a percentage of the ~~capital and~~ debt service expenditures attributable to that facility. This percentage will be the same percentage as the number of students from that town who are enrolled in the facility in question, using the three year average referenced in this paragraph, bears to the two towns' combined enrollment in that facility. If the construction of a new high school is undertaken after the creation of the District, the capital costs and debt service attributed to said construction, and the planning for same, will be assessed under subsections B and D above, despite the fact that the completion of the new high school will occur prior to there being one regional middle school. If a renovation of and/or addition to the building which is known at the time of creation of the District as the Chatham Middle School/High School is undertaken for purposes of converting said building to a District middle school, the capital costs and debt service attributed to said renovation/addition, and the planning for same, will be assessed under subsections B and D above. ~~However, the capital costs and debt service attributable to this building continuing to be used as a middle school for the Chatham students while the Harwich Middle School is still in operation will be assessed consistent with this paragraph E.~~

F. The payment of the assessed share of costs by each member town, as computed by the Regional District School Committee according to the methods specified in Section IX, shall be made by each member town's Treasurer by check or electronic transfer payable to the Regional



School District in ~~five~~ equal installments by the first business day of the month as set forth below:

Chatham: August, October, December, February, April, May, June

Harwich: July, September, November, January, March, May, June

#### **Section X. STABILIZATION FUND.**

The Regional District School Committee may, consistent with the terms and conditions of G.L. chapter 71, section 16G½, establish and maintain a stabilization fund.

#### **Section XI. ADMISSION OF ADDITIONAL TOWNS**

By an amendment to this agreement adopted by each member town in accordance with Section XVII (Amendments) and in compliance with the provisions therein contained, any other town or towns may be admitted to the Regional School District upon adoption of such amendment, -and also upon compliance with -any statutory or regulatory requirement as may be applicable.

#### **Section XII. WITHDRAWAL OF MEMBER TOWNS**

In the event that a member town decides to seek to withdraw from the District, the following procedures and requirements will apply:

A. Vote Expressing Desire to Withdraw. Any member town seeking to withdraw from the District shall, by vote at an annual or special town meeting, request the Committee to formulate an amendment to this Agreement setting forth the terms under which the town may withdraw from the District. No withdrawal will take effect on other than July 1 of a given year, and the vote spoken of in the preceding sentence, as well as the notification to the District consistent with paragraph B below, as well as the submittal of a long range education plan consistent with paragraph C below, must all occur no less than two (2) years prior to the desired date of withdrawal.

B. Notice. The clerk of the town seeking to withdraw shall, within seven (7) days of the vote, notify the Committee chairperson as well as the District's superintendent in writing that the town has voted to request the Committee to formulate an amendment to the Agreement setting forth the terms for withdrawal. The clerk will provide a certified copy of the vote with the notification.

C. Long Range Education Plan. No less than two (2) full years prior to the desired date of withdrawal, the town seeking to withdraw, in addition to the other requirements spoken to in paragraph A above, will submit to the Commissioner of Elementary and Secondary Education (hereinafter "the Commissioner") and to the District a "Long Range Education Plan" consistent with 603 CMR 41.02(2). The Long Range Plan will address, in addition to any other factor required by the Commissioner, the following: the expected educational benefits of reorganization; the current and projected enrollments; an inventory of all educational facilities under the jurisdiction of the District; the proposed administrative structure; the fiscal



ramifications of withdrawal upon the withdrawing town as well as the other member towns in the District; the geographical and physical characteristics of the area; and the effect that withdrawal will have on student transportation.

D. Requirements. In addition to other terms and requirements which the Committee may include in the amendment, the town seeking to withdraw will be responsible for the following: (1) payment of all operating costs for which it is liable as a member of the District; (2) continuing payments beyond the time of withdrawal to the District for the town's share of the indebtedness of the District which is outstanding at the time of such withdrawal, and for interest thereon, to the same extent and in the same manner as though the town had not withdrawn from the District; and (3) for the costs, including legal fees, that accrue to the District as a result of the withdrawal process.

E. Approval of Withdrawal. A request to withdraw shall become effective only if the amendment to the Agreement is approved by vote of the Committee, is approved by the Commissioner, and is approved by majority vote at an annual or special town meeting in the town seeking to withdraw and in each of the other member towns, and the withdrawal can become effective no less than one full year after the completion of these requirements.

F. In no event shall such withdrawal take place prior to ten (10) years from the effective date of this agreement as defined in Section XVIII (Effective Date and Jurisdiction).

### Section XIII. ANNUAL REPORT

The Regional District School Committee shall submit to each member town an annual report containing a detailed financial statement and a statement showing methods by which the annual charges assessed against each town were computed, together with such additional information relating to the operation and maintenance of the schools as may be deemed necessary by the Regional District Committee or by the Selectman and/or the Finance Committee of any member town.

### Section XIV. TEACHERS

In accordance with G.L. chapter 71, section 42B, teachers serving in the schools of a member town at the time that the District comes into existence and who have professional teacher status shall be employed by the District with that same status. Teachers who are serving in the schools of a member town at the time that the District comes into existence and who do not have professional teacher status shall be employed by the District if there is an available position which such person is certified to fill.

### Section XV. INCURRING OF DEBT

The District School Committee may vote to incur debt consistent with the terms and conditions of G.L. chapter 71, section 16. At the time of taking action to incur debt, and except for the incurring of temporary debt in anticipation of revenue, the District School Committee by majority vote will choose either the process that appears in subsection (d) of chapter 71, section 16, or the process that appears in subsection (n) of chapter 71, section 16.



## **Section XVI. REVIEW OF AGREEMENT**

At least every five (5) years, the Committee will undertake a review of the terms of this Agreement. The first review of this Agreement shall occur no later than in the fifth fiscal year of the District's existence. Proposals for amendments to this Agreement will follow the procedure contained in Section XVII (Amendments).

## **Section XVII. AMENDMENTS**

A. Amendments to this Agreement may be initiated by a three-quarters (3/4) vote (i.e., no fewer than 4.5 votes) of the District Committee or by a petition signed by ten per cent (10%) of a member town(s) registered voters. Said signatures need to be certified by the Clerk of the respective town who must also certify the fact that the number of signatures represents at least 10% of the registered voters of the town. Such amendments to the agreement must receive a majority vote of approval by each member town at an annual town meeting, and all amendments are subject to the approval of the Commissioner.

B. No such amendment shall be made which shall substantially impair the rights of the holders of any of the District's bonds or notes of the District then outstanding, or the rights of the District to procure the means for payments thereof.

## **Section XVIII. EFFECTIVE DATE AND JURISDICTION**

The full jurisdiction of the Regional District School Committee will commence on July 1, 2012 at the conclusion of the transition period established in Section XX.

## **Section XIX. SEVERABILITY OF SECTIONS**

Consistent with G.L. Chapter 71, section 16I, if any provision of this Regional School District Agreement shall be held invalid in any circumstance, such invalidity shall not affect any other provisions or circumstances.

## **Section XX. TRANSITION PERIOD**

As part of the approval of this Agreement, and of the Regional School District created by this Agreement, the member towns as well as the Commissioner will be taken to have approved a transition period, consistent with 603 CMR 41.03(5) which will extend from the date of voter approval of the District until the end of the fiscal year following the fiscal year in which the vote to approve the District was taken. During this transition period, the existing local school committees will continue in existence and will continue to operate the schools of the member towns subject to the restrictions spoken to in this Section XX (hereinafter "this section"). During this transition period, and prior to the seating of the Regional School Committee on July 1, 2011, an Interim Regional School Committee (hereinafter the "IRSC") will be formed consistent with this section which will exercise the powers expressed in this section. The IRSC will exist until



midnight on June 30, 2011, at which time the Regional School Committee will be seated and will serve for the balance of the transition period and thereafter.

A. Composition of the Interim Regional School Committee. As soon as possible after the approval of this Agreement by the voters, the Interim Regional School Committee will be formed which will consist of eight (8) members, four (4) from each town. Two (2) of such members will be drawn from the members of, and elected by vote of, each of the two (2) local school committees. Each of these local school committees will also appoint two (2) additional citizens who reside in their respective towns and who are not members of the local school committee to serve on the IRSC. The votes of these members will be weighted, and the requirements for an affirmative vote will be the same, as is expressed in Section I, subsection B of this Agreement. During that part of the transition period when the IRSC is in existence, should any member on the IRSC resign from membership on the IRSC or become ineligible for continued membership on the IRSC (e.g., by leaving the membership of the local school committee or by moving from their respective town) the local school committee will vote a replacement. If the vacancy is caused by one of the members of a local school committee leaving the IRSC, then the replacement shall be chosen from among the remaining members of that local school committee. If the vacancy is caused by one of the citizens leaving the IRSC, then the respective local school committee shall appoint another citizen who is not a member of the local committee as the replacement.

B. Quorum. A quorum shall exist when a five (5) of the eight (8) IRSC members are present, with no less than two (2) present from each of the member towns. At a meeting where there is no quorum, the members present may vote to adjourn but shall not take any other action.

C. Election of Officers. The IRSC will elect officers consistent with Section III (Quorums, Votes, and Governance) except that the IRSC officers so chosen will serve throughout that part of the transition period that the IRSC is in existence.

D. Powers of the IRSC and the Regional School Committee During the Transition Period. During the transition period, the IRSC (until June 30, 2011) and the Regional School Committee (from July 1, 2011 to June 30, 2012) shall possess all powers, subject to the availability of funds necessary for the exercise of such powers, necessary for the planning and implementation of the regional school district, including but not limited to the following:

1. The power to receive funds from the Commonwealth as well as appropriations, grants, and gifts from other sources. This is not intended to alter the fact that during the transition period other funds from the Commonwealth will continue to flow to the member towns and their individual school departments.
2. The power to establish and adopt policies for the regional school district.
3. The power to employ a superintendent, treasurer, chief financial officer, and director of Special education, as well as the power to authorize the superintendent to employ other personnel as needed.



4. The power to contract for and/or purchase goods and services, as well as the power to enter into lease and other agreements with the member towns, collaboratives, vendors, and other agencies and parties, with all the powers being able to be exercised on behalf of the regional school district.
5. The power to adopt budgets for the regional school district, and to assess the member towns for these budgets.
6. The power to negotiate and to enter into collective bargaining agreements, which will take effect no sooner than the inception of the Regional School District.
7. The power to appoint a regional School Building Committee.
8. The power to develop and adopt a strategic plan for the Regional School District.
9. The power to appoint subcommittees.

E. Relationship between the IRSC and the Local School Committees and Between the Regional School Committee and the Local School Committees During the Transition Period. During the transition period, the local school committees of the member towns may not make decisions that will financially obligate or legally encumber the regional School district without ratification by majority vote of the IRSC or, after June 30, 2011, by majority vote of the Regional School Committee. In addition, the local school committees shall comply with the following during the transition period:

1. No building projects will be undertaken and no building closures will occur unless ratified by majority vote of the IRSC or, after June 30, 2011, by majority vote of the Regional School Committee.
2. Program offerings will remain substantially the same.
3. No school choice openings will be filled except with the approval by majority vote of the IRSC or, after June 30, 2011, by majority vote of the Regional School Committee.
4. The school administration of the local school districts shall cooperate with the Regional Administration in terms of information sharing and in terms of the transfer control during the transition period.
5. During the period July 1, 2011 to June 30, 2012, the Regional School Committee will assume responsibility for the transportation of the regular education students (i.e., not the special education students or the vocational students) who reside in Chatham and Harwich and who are enrolled in the Chatham or Harwich Public Schools. During 2011-2012, the Chatham School Committee and the Harwich School Committee shall pay an assessment to the Regional School Committee of an amount equal to the cost of said transportation for their respective regular students. The Regional School Committee will have the option of designating the Chatham School Department, the Harwich School Department, or both, as its financial agents(s) for purposes of processing invoices and payments for said transportation.

F. Termination of IRSC. The IRSC will exist until midnight on June 30, 2011, at which time the Regional School Committee will assume jurisdiction of the Regional School District for the balance of the transition period and thereafter. The Regional School Committee will be deemed to be the legal successor to the IRSC for purposes of all contracts, collective bargaining agreements, other agreements, and leases that have been entered into by the IRSC.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011

~~Chatham Board of Selectmen~~ \_\_\_\_\_ ~~Harwich Board of Selectmen~~ \_\_\_\_\_

\_\_\_\_\_  
Leonard M. Sussman, Chairman \_\_\_\_\_ Angelo S. LaMantia, Chairman \_\_\_\_\_

**Interim Regional School Committee**

\_\_\_\_\_  
Jeffrey Dykens, Chatham \_\_\_\_\_ Eric Whiteley, Chatham \_\_\_\_\_ William Bystrom, Chatham \_\_\_\_\_

\_\_\_\_\_  
Craig Vokey, Chatham \_\_\_\_\_ Thomas Blute, Harwich \_\_\_\_\_ Sue Daggett, Harwich \_\_\_\_\_

\_\_\_\_\_  
Mark Russell, Harwich \_\_\_\_\_ Brian Widegren, Harwich \_\_\_\_\_

~~Chatham School Committee~~ \_\_\_\_\_ ~~Harwich School Committee~~ \_\_\_\_\_

\_\_\_\_\_  
Jeffrey Dykens, Chair \_\_\_\_\_ Polly Hemstock, Chair \_\_\_\_\_

~~Chatham Public Schools~~ \_\_\_\_\_ ~~Harwich Public Schools~~ \_\_\_\_\_

\_\_\_\_\_  
Dr. Mary Ann Lanzo \_\_\_\_\_ Dr. Carolyn M. Cragin \_\_\_\_\_  
Superintendent \_\_\_\_\_ Superintendent \_\_\_\_\_

**Department of Elementary and Secondary Education**

\_\_\_\_\_  
Mitchell D. Chester, Commissioner \_\_\_\_\_



## AUTHORITY TO FILE

Whereas, the Town of Harwich, after thorough investigation, has determined that the work activity consisting of:

### **Sewer Collection System – Phase 2 (CWSRF 4424)**

is both in the public interest and necessary to protect the public health, and that to undertake this activity, it is necessary to apply for assistance; and

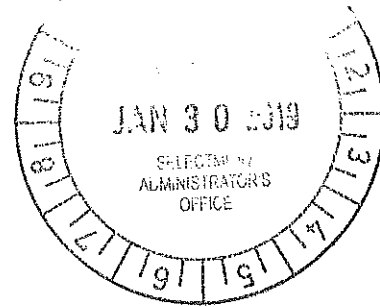
Whereas, the Department of Environmental Protection (the "Mass DEP") and the Massachusetts Water Pollution Abatement Trust (the "Trust") of the Commonwealth of Massachusetts, pursuant to Chapter 21 and Chapter 29C of the General Laws of the Commonwealth ("Chapter 21" and "Chapter 29C") are authorized to make loans to municipalities for the purpose of funding planning and construction activities relative to Water Pollution Abatement Projects; and

Whereas, the Applicant has examined the provisions of the Act, Chapter 21 and Chapter 29C, and believes it to be in the public interest to file a loan application.

NOW, THEREFORE, BE IT RESOLVED by the **Town of Harwich** as follows:

1. That the **Town Administrator** is hereby authorized on behalf of the Applicant to file applications and execute agreements for grant and/or loan assistance as well as furnishing such information, data and documents pertaining to the applicant for a grant(s) and/or loan(s) as may be required; and otherwise to act as the authorized representative of the Applicant in connection with this application;
2. That the purpose of said loan(s), if awarded, shall be to fund construction activities.
3. That if said award is made the Applicant agrees to pay those costs which constitute the required Applicant's share of the project cost.





## Memorandum

**To:** Harwich Board of Selectmen  
**CC:** Christopher Clark, Town Administrator  
**From:** Alice Boyd, Bailey Boyd Associates, Inc.  
**Subject:** Participation in FY19 Truro Regional CDBG Grant  
**Date:** January 26, 2019

The Town of Truro will once again be submitting a regional Community Development Block Grant requesting funds for housing rehabilitation and childcare subsidies. In recent years the Truro Board of Selectmen have invited the towns of Provincetown, Eastham and Harwich to participate with Truro. This is the 30<sup>th</sup> year that we are submitting a lower/outer Cape CDBG grant application. While this is a highly competitive grant application and there is no guarantee of funding, we have been funded 28 of the past 29 grant rounds.

The Housing Rehabilitation Program will fund 18 households with a 0% interest deferred payment forgivable loan or grant, making repairs of up to \$40,000 to keep low and moderate-income residents in their homes. Code repairs, weatherization and health and safety violations will be the priority of the program. All applicants are accepted on a first come/first served basis.

The Childcare Subsidy Program will provide up to \$6,000 per eligible child to subsidize care while parents work, go to school or seek employment. The funds go directly to the participating certified childcare provider based upon the child's attendance. These funds subsidize the parent's payments on a sliding scale basis.

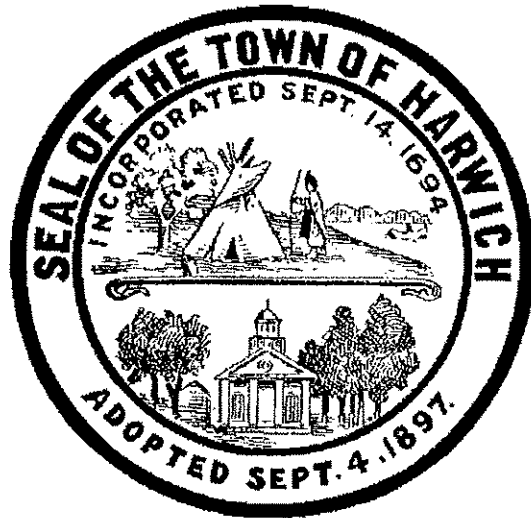
The Housing Rehab and Childcare Subsidy programs are also an important economic catalyst as the majority of contractors and all of the childcare providers are local.

It is anticipated that Harwich residents will utilize an average of \$255,000 in housing rehab loans and \$85,000 in childcare subsidies based upon recent history.

If the town of Harwich would like to participate in the FY19 joint application being submitted please sign two copies of the attached DHCD Joint Authorization Form and return them to me by February 25, 2019 in the attached stamped self addressed envelope.

As always there is no cost to the town and an enormous benefit to local residents, contractors and childcare providers. I'd be glad to answer any questions that you may have.

**ANNUAL TOWN MEETING  
WARRANT  
With  
RECOMMENDATIONS**



**MAY 6, 2019**

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REVOLVING/STABILIZATION/OPEB FUNDS

- 62. Establish Annual Revolving Fund for the Pet Burial Ground .....
- 63. Amend the Code of the Town of Harwich General By-Laws – Chapter 8 Departmental Revolving Funds §8-1. Funds Established.....

- 64. Rescind the Establishment of the Capital Infrastructure Revitalization Fund at Cranberry Valley Golf Course .....
- 65. Rescind the Authorization for the Golf Restaurant Lease 53D Revolving Account and Transfer the Balance into the Pro Shop Revolving Account .....
- 66. Departmental Revolving Funds Authorization .....
- 67. Stabilization Fund .....
- 68. OPEB Trust Fund.....
- 69. Fund Prior Year's Unpaid Bills .....

CUSTOMARY ARTICLES

- 70. Herring Fisheries.....

APPENDIX A – Sample Ballot

APPENDIX B – Budget

Draft

**COMMONWEALTH OF MASSACHUSETTS  
TOWN OF HARWICH  
ANNUAL TOWN MEETING  
May 6, 2019**

BARNSTABLE, ss:

To either of the Constables of the Town of Harwich in said county,

Greetings:

In the name of the Commonwealth of Massachusetts you are hereby directed to notify and warn the inhabitants of said Town qualified to vote in elections and Town affairs to meet in the Community Center Gymnasium, 100 Oak Street in said Town on May 6, 2019 at 7:00 P.M., then and there to act on the following articles:

**ARTICLES**

**TOWN OFFICERS AND COMMITTEES**

**ARTICLE 1:** To choose various Town Officers and Committees. Customary Article

**REPORTS OF TOWN OFFICERS AND COMMITTEES**

**ARTICLE 2:** To hear reports of all Town Officers and Committees for the year 2018. Customary Article

**ELECTED OFFICIALS SALARIES**

**ARTICLE 3:** To see if the Town will vote the salaries of the Elected Officials of the Town for fiscal year commencing July 1, 2019 and ending June 30, 2020 as follows and to act fully thereon. Estimated cost: \$ \_\_\_\_\_

Selectmen (5)	\$2,400 each
Moderator	\$1,000
Water Commissioners (3)	\$1,000 each
Library Trustees (7)	\$1,000 each
Town Clerk	\$101,474

**ACCEPT PROVISIONS OF M.G.L. CH. 64G SECTION 3A, LOCAL EXCISE TAX**

**ARTICLE 4:** To see if the Town will vote to amend its acceptance of M.G.L. c. 64G, §3A by increasing the percentage of the local option room occupancy tax on rental of rooms in a bed and breakfast establishment, hotel, lodging house, short-term rental or motel from 4% to 6%, to take effect on July 1, 2019, and to act fully thereon. By request of the Board of Selectmen.

TOWN FY 20 OPERATING BUDGET

ARTICLE 5: To see if the Town will vote to raise and appropriate and/or transfer from available funds such sums of money as may be required to defray Town charges for Fiscal Year 2020; provided however the amount of \$502,500 to be appropriated in line item 140 (debt service) shall be contingent on the passage of Article 22 of this 2019 Annual Town Meeting for the Lower County Road Improvements, the appropriation for which is set forth in the Article, and a Proposition 2 ½, debt exclusion ballot question for said project at the 2019 Annual Town Election; and to act fully thereon. By request of the Board of Selectmen. (BUDGET – SEE APPENDIX X). Estimated Cost: \$39,907,767.

<b>Operating Budget</b>	
Betterments	99,872
Cable Fund	168,594
CPA	553,700
FEMA	13,815
Free Cash	50,000
Golf Improvement	139,000
Water Enterprise	726,219
Waterways & Mooring	238,075
Subtotal	1,989,275
Local Receipts	13,518,260
Taxes	24,400,232
Operating Budget	39,907,767

*(This article is a customary article to appropriate funding for the fiscal year 2020 operating budget of the town. The operating budget includes a provisional appropriation for the first year payment on General Obligation Debt associated with the Lower County Road Project to be presented in Article XX. If the Lower County Road Project fails to reach approval at either Town Meeting or Ballot Vote and the Operating Budget passes then the appropriation associated with the first year debt payment will be removed.)*

MONOMOY REGIONAL SCHOOL DISTRICT FY 20 BUDGET

ARTICLE 6: To see if the Town will vote to raise and appropriate and/or transfer from available funds such sums of money as may be required to pay for the Monomoy Regional School District Assessment for Fiscal Year 2020, and to act fully thereon. By request of the Monomoy Regional School Committee and Superintendent. Estimated cost: \$26,754,276.



<b>MRSD Budget</b>	
Operating Budget	24,280,721
Transportation	554,789
Capital	260,748
Debt - High School	1,658,018
Total	26,754,276

CAPE COD REGIONAL TECHNICAL SCHOOL DISTRICT FY20 BUDGET

ARTICLE 7: To see if the Town will vote to raise and appropriate and/or transfer from available funds a sufficient sum of money as may be required to pay for the Cape Cod Regional Technical High School District Assessment for Fiscal Year 2020, and to act fully thereon. By request of the Cape Cod Regional Technical High School District. Estimated cost: \$2,332,198.

**CCRTHS Budget**

Operating Budget	1,421,763
Debt - New School	910,435
Total	2,332,198

FY20 WATER BUDGET

ARTICLE 8: To see if the Town will vote to raise and appropriate and/or transfer from available funds such sums of money as may be required to defray Water Department Operating Budget for Fiscal Year 2020, and to act fully thereon. By request of the Water Commissioners and Superintendent. Estimated cost: \$4,327,977.36.

FY20 WASTEWATER/SEWER BUDGET

ARTICLE 9: To see if the Town will vote to raise and appropriate and/or transfer from available funds such sums of money as may be required to defray the Wastewater/Sewer Department Operating Budget for Fiscal Year 2020, and to act fully thereon. By request of the Board of Selectmen. Estimated cost: \$250,000.

ADOPT THE CAPITAL PLAN

ARTICLE 10: To see if the Town will vote to adopt the Capital Plan for the ensuing seven year period as adopted last year by the Town Meeting with new fiscal year 2026 as proposed by the Board of Selectmen and set forth below or as amended by vote of the Town Meeting, and to act fully thereon. By request of the Board of Selectmen.

Draft

**INSERT CAPITAL PLAN**

## LEASE PURCHASE AGREEMENTS

**ARTICLE 11:** To see if the Town will vote to enter into various lease purchase financing agreements for town equipment included in the operating budget for FY 2020, said leases may be for a term not to exceed the useful life of the equipment as determined by the Board of Selectmen; and to act fully thereon. By request of the Board of Selectmen.

*Explanation: The Municipal Modernization Act of 2016 contains a new section requiring a recommendation by the Town Administrator and a two-thirds vote of the legislative body to authorize a tax-exempt lease purchase agreement. To qualify under this new section a qualifying lease must be in excess of three years, must not exceed the useful life of the equipment, must establish a nominal residual value of the equipment at the end of the lease, and must be approved by a two-thirds vote of Town Meeting.*

### ADMINISTRATION

#### CAPITAL ITEMS FUNDED FROM FREE CASH – ITEMS UNDER \$50,000

**ARTICLE 12 :** To see if the Town will vote to raise and appropriate and/or transfer from available funds a sufficient sum of money to fund the items in the table below included in the FY 20 Capital Plan, and to act fully thereon. By request of the Board of Selectmen. Estimated cost: \$136,874.

1	ADA Compliance Plan Improvements	\$20,564
2	Community Center Compressors	\$20,000
3	Phase III Town-wide Radio System	\$20,000
4	Auto Extraction Equipment	\$100,000
	Auto Extraction State Grant (appropriation deducted from Grant)	(\$95,000)
5	Taser Replacement (5-yr program)	\$14,910
6	Traffic Speed Monitoring Radar	\$26,400
7	Harwich Center ADA Sidewalk Project	\$30,000
	<b>Gross Total less Grants</b>	<b>\$136,874</b>

### FACILITY MAINTENANCE AND REPAIR FUND

**ARTICLE 13:** To see if the Town will vote to raise and appropriate, transfer from available funds or borrow a sufficient sum of money as may be required to defray costs related to Facility and Grounds Maintenance and Repair included in the FY 20 Capital Plan, and to act fully thereon. By request of the Board of Selectmen. Estimated cost \$774,750.

1	Highway Barn Metal Roof	\$260,750
2	Cultural Center Subsidy	\$125,000
3	203 Bank Street Parking Improvements - demolition	\$60,000
4	Wixon Dock Landside Improvements	\$70,000
5	Allen Harbor Jetty Design	\$57,000
6	Brooks Library Sidewalk Repair	\$90,000
7	Pleasant Road Beach Parking Lot Paving	\$112,000
	<b>TOTAL</b>	<b>\$774,750</b>

FUND SNOW AND ICE DEFICIT FOR FY19

ARTICLE 14: To see if the Town will vote to transfer from available funds a sufficient sum of money to fund the Fiscal Year 2019 Snow and Ice Deficit Account, and to act fully thereon. By request of the Board of Selectmen. Estimated cost \$ 325,000.

FUND BUDGET SHORTFALLS IN BUDGET TRANSFERS FOR FY19

ARTICLE 15: To see if the Town will vote to raise and appropriate or transfer from available funds a sufficient sum of money to fund shortfalls in various FY 19 budget and fund transfers, and to act fully thereon. By request of the Town Administrator and Finance Director. Estimated cost: \$ \_\_\_\_\_.

**WATER DEPARTMENT**

PURCHASE/REPLACE MINI EXCAVATOR FOR WATER DEPARTMENT

ARTICLE 16: To see if the Town will vote to raise and appropriate, or transfer from available funds, a sufficient sum of money to purchase/replace a John Deere 35D Mini Excavator or equivalent, and to act fully thereon. By request of the Water Commissioners and Superintendent. Estimated cost: \$50,000.00

*Explanation: The existing John Deere 35D was purchased in 2005 and has over 5000 hours of use. It has been determined the Pins/Turntable need to be replaced which will cost more than \$11,000. The current trade in value for the machine is \$15,000*

REPLACEMENT OF SECTION OF WATER MAIN ENTERING LOTHROP STREET TANK

ARTICLE 17: To see if the Town will vote to raise and appropriate, or transfer from available funds, a sufficient sum of money to replace approximately 200 feet of water main entering the Lothrop Street tank, 130 feet of vertical pipe in the base of the tank, and minor structural modifications to accommodate the larger diameter pipe, and to act fully thereon. By request of the Water Commissioners and Superintendent. Estimated cost: \$300,000

*Explanation: The existing 12" pipe fill pipe is undersized. When attempting to fill the tank pressure in the distribution system can exceed 120 PSI. As a result, the tank cannot be*



*filled to its 1.5 million gallon capacity and limits the ability to utilize the tank to control pumping operations.*

#### REPLACE THE T1 MAIN FACILITY GENERATOR AT OLD CHATHAM ROAD

**ARTICLE 18:** To see if the Town will vote to raise and appropriate, or transfer from available funds, a sufficient sum of money to replace the T1 Main Facility Generator located on Old Chatham Road, and to act fully thereon. By request of the Water Commissioners and Superintendent. Estimated cost: \$65,000

*Explanation: The existing generator was installed in 2005 and has failed to operate in critical times of need multiple times in the past year. This generator is responsible for providing backup power to the SCADA System (controls, monitors, & alarms for the water system) and 3 water production wells.*

#### PURCHASE A 2019 FORD F-550 TRUCK

**ARTICLE 19:** To see if the Town will vote to raise and appropriate, or transfer from available funds, a sufficient sum of money to purchase a 2019 Ford F-550 or equivalent, and to act fully thereon. This vehicle will replace a 2005 F-350 Dump Truck. By request of the Water Commissioners and Superintendent. Estimated cost: \$70,000

*Explanation: The Vehicle to be replaced has considerable rot to the frame & dump body. In the past year the oil pan and PTO that controls the dump body had to be replaced. It has been determined by the DPW's vehicle maintenance division the F-350 should be replaced due to the following:*

- *Frame and body rust/rot is progressing rapidly.*
- *Seat and seat belt attaching points are rotting.*
- *The dump body has holes in the floor that will get larger with use.*
- *The tailgate on the dump body does not fit correctly.*
- *The subframe for the dump body is rotting.*
- *The oil pan is rusty/flaking, will need replacement. Cab off procedure.*

#### PHASE II WASTEWATER UTILITY EASEMENTS

**ARTICLE 20:** To see if the Town will vote to approve the expansion of current water and sewer easements on the listed Private Ways in East Harwich to be expended to cover all Town owned utilities necessary for public infrastructure including but not limited to water, sewer, drainage, cable or other, and to act fully thereon. By request of the Board of Selectmen.

*Explanation: Private Ways in East Harwich as listed: Alexander's Chase, Austin Road, Chickadee Lane, Chris Jobeth Circle, Johanna's Path, Landron Way, Lily Lane, Old Salty Lane, Reliance Way, Ruddy Duck, Sadie's Way, Scotch Pine Farm, Sparrow Hawk Road, Spence's Trace, Spruce Grove*

**DEPARTMENT OF PUBLIC WORKS**

**PURCHASE AND EQUIP VEHICLES FOR THE DPW**

**ARTICLE 21:** To see if the Town will vote to raise and appropriate or transfer from available funds a sufficient sum of money to purchase and equip the following vehicles:

(1) One Ton Dump Truck (Highway)	\$ 80,000
(1) Johnston Sweeper Body/Pony Motor (Highway)	\$ 125,000
(2) C&D Trailers (Disposal)	\$ 150,000
(1) Rolloff Pup Trailer (Disposal)	<u>\$ 40,000</u>
	<b>\$395,000</b>

and to further authorize the trade-in or sale of the following old vehicles toward the purchase price, where the Board of Selectmen find that the vehicles cannot be utilized elsewhere in Town:

1999 Ford F-350 Dump Truck  
2009 Great Lakes Pup Trailer

and to act fully thereon. By request of the DPW Director. Estimated cost: \$395,000

**Explanation:**

**One Ton Dump Truck** - The current 1999 Ford dump truck has approximately 160,600 miles on it, is in poor condition, and is a front line vehicle used for snow removal and moving personnel and equipment.

**Johnston Sweeper Body/Pony Motor** - The truck/chassis of our 2007 Johnston Sweeper are in good condition, while the sweeper body and pony motor are failing. Replacing the body and pony motor would save us in excess of \$150,000 over purchasing a new sweeper, while prolonging the life for another 10-15 years.

**C&D Trailers** - This request is to add to our existing fleet of C&D trailers, which are utilized daily to transport C&D waste off-Cape. The additional trailers would enable us to better manage that function, which provided the Town with approximately \$1.45 million in gross revenue in FY18.

**Rolloff Pup Trailer** - We will soon be facing major maintenance on our current 10 year old pup trailer, which is used to transport our recycling products off-Cape. Given the age and amount of use this trailer gets, we feel it is not worth spending the money required for the necessary maintenance.

**RECONSTRUCTION OF LOWER COUNTY ROAD**

**ARTICLE 22:** To see if the Town will vote to raise and appropriate and/or transfer from available funds or borrow in accordance with Ch.44 of the M.G.L., or any

other enabling authority, the sum of \$4,560,475 to fund the Reconstruction of Lower County Road including all costs incidental and related thereto, as requested in the Capital Plan for FY20. The appropriation authorized by this vote shall not take effect until the Town votes to exempt from the limitation on total taxes imposed by M.G.L. c.59 § 21c (Proposition 2 ½) the amounts required to pay the principal of and the interest on any borrowing authorized under this article, and to act fully thereon. By request of the DPW Director. Estimated cost: \$4,560,475

Explanation:

*The road is in poor condition, with structural defects in its base and a sidewalk that is not ADA compliant. The sheer scope of the project is more than we could handle under our County Bid Road Construction items and the cost is more than could be absorbed within our road maintenance plan. Although Lower County Road is eligible for State funding in the Transportation Improvement Program, there is no way to meet the Complete Streets criteria (sidewalks and bike lanes on both sides of the street) within the Town's 40' right of way. Since the Water Department completed the \$1.2M worth of water main replacements, the road is in utter shambles and in dire need of this project. The funding is coming from two sources. The first \$4.5 million from the Debt Exclusion; and \$1.0 million from the Road Maintenance Program.*

PURCHASE OF A MOBILE LIFT SYSTEM

ARTICLE 23: To see if the Town will vote to raise and appropriate and/or transfer from available funds a sufficient sum of money to purchase and equip the following:

Mobile Lift System (Vehicle Maintenance)

and to act fully thereon. By request of the DPW Director. Estimated cost: \$90,475

Explanation:

*Mobile Lift System - Our current lifts are unable to lift larger vehicles, such as fire trucks and road tractors and waste trailers, complicating required maintenance. The mobile lift system would allow us to safely elevate all vehicles in the Town fleet.*

ROAD MAINTENANCE PROGRAM

ARTICLE 24: To see if the Town will vote to raise and appropriate and/or transfer from available funds or borrow in accordance with Ch.44 of the M.G.L., or any other enabling authority, the sum of \$700,000 to fund the Road Maintenance Program, including, but not limited to Lower County Road and other roads on the Program, all costs incidental and related thereto, as requested in the Capital Plan for FY20. The appropriation authorized by this vote shall not take effect until the Town votes to exempt from the limitation on total taxes imposed by M.G.L. c.59 § 21c (Proposition 2 ½) the amounts required to pay the principal of and the interest on any borrowing authorized under this article, and to act fully thereon. By request of the DPW Director. Estimated cost: \$700,000

Explanation:

The capital request for road maintenance is for \$700k for FY20, which we anticipate being augmented by approximately \$700k in Chapter 90 funds. The capital project request form lists 5 years of our road maintenance plan with cash flows of approximately \$1.4M each year and has our 5 year Road Maintenance Plan attached.

INTERSECTION RECONFIGURATION AT CHATHAM ROAD AND ROUTE 39

**ARTICLE 25:** To see if the Town will vote to raise and appropriate and/or transfer from available funds, or borrow in accordance with Ch.44 of the M.G.L., or any other enabling authority, the sum of \$100,000 to fund the Intersection Reconfiguration at Chatham Road and Route 39 including all costs incidental and related thereto. The appropriation authorized by this vote shall not take effect until the Town votes to exempt from the limitation on total taxes imposed by M.G.L. .59 § 21c (Proposition 2 ½) the amounts required to pay the principal of and the interest on any borrowing authorized under this article, and to act fully thereon. By request of the DPW Director. Estimated cost: \$100,000.

Explanation: Although this is not a high accident location, it is one of the most difficult to navigate intersections in Town, due to the steep angle at which the roads meet. The Traffic Safety Committee has identified this intersection as a high priority to correct.

**ZONING/PLANNING BOARD**

**SINGLE FAMILY DWELLING WITH ACCESSORY APARTMENT**

**ARTICLE 26:** To see if the Town will vote to amend the Town’s Zoning Bylaw, as follows:

- (i) By amending ARTICLE V, Use Regulation, §325.13.A, Paragraph I, Residential Uses, namely Table 1, Use Regulations, Paragraph I – Residential Uses, Use No. 10, Single-family dwelling with accessory apartment, as follows (deletions shown in ~~strike-through~~ and proposed language in **bold underline**):

**Table 1, Use Regulations**

Use	RR	RL	RM	RH-1	RH-2	RH-3	CV	CH-1	CH-2	IL	MRL	MRL-1	WR
Paragraph IV – Residential Uses													
10 Single-family dwelling with accessory apartment ( <del>§325-511</del> <b>§325-14.T</b> )	<del>S</del> <b>P</b>	<del>S</del> <b>P</b>	<del>S</del> <b>P</b>	<del>S</del> <b>P</b>	-	-	<del>S</del> <b>P</b>	<del>S</del> <b>P</b>	-	-	<del>S</del> <b>P</b>	<del>S</del> <b>P</b>	<del>S</del> <b>P</b>



and

(ii) By renumbering and repositioning with the Zoning Bylaw ARTICLE X, Administration and Enforcement, §325-51.H, Single-family dwelling with accessory apartment, as and to ARTICLE V, Use Regulation, §325-14.T, Single-family dwelling with accessory apartment; and

(iii) By amending said Article X, Administration and Enforcement, §325-51.H, Single-family dwelling with accessory apartment, now ARTICLE V, Use Regulation, §325-14.T, Single-family dwelling with accessory apartment, as follows (deletions shown in ~~strike-through~~ and proposed language in **bold underline**):

**T. Single-family dwelling with accessory apartment.**

- (1) Purpose. The intent of permitting accessory apartments is to:
- a. Increase the number of small dwelling units available for rent in Town;
  - b. Increase the range of choice of housing accommodations;
  - c. Encourage greater diversity of population with particular attention to young adults and senior citizens; and
  - d. Encourage a more economic and energy-efficient use of the Town's housing supply while maintaining the appearance and character of the Town's single-family neighborhoods.
- (2) Definitions. **OWNER** One or more individuals holding title to the property.
- (3) Criteria, ~~for special permit approval. Special permits for single-family dwellings with a~~ **An accessory apartment is allowable within a single-family dwelling**, either attached or detached, ~~may be granted upon determination by the Planning Board that~~ **provided that** the following criteria have been ~~met~~ **satisfied**:
- a. Only one accessory apartment is permitted for each principal dwelling unit.
  - b. The accessory apartment may not be held in separate ownership from the principal use.
  - c. Only one of the principal dwelling or accessory apartment may be rented at any given time **and, if rented, shall be rented for a term of no less than six (6) consecutive months.**
  - d. The accessory apartment shall have a net floor area not exceeding 1/2 of the net floor area of the principal dwelling unit and not more than 900 square feet.
  - e. The accessory apartment shall have not more than two bedrooms.
  - f. At least one off-street parking space shall be provided for the accessory ~~dwelling unit~~ **apartment**.
  - g. The minimum lot area required for a parcel ~~to be eligible for a special permit to~~ allow an accessory apartment shall not be less than 15,000 square feet if the parcel is situated in a RH-1, CV, CH-1, MRL or MRL-1 District; 20,000 square feet if situated in a RL, RM or RR District; and 40,000 square feet if situated in a Water Resource (WR) Overlay District. **For parcels existing within an approved Open**

**Space Residential Development or Cluster Subdivision, the lots size shall be consistent with the endorsed plan.**

- h. The accessory apartment shall be designed so that, to the degree reasonably feasible, the appearance of the property remains that of a single-family property with matching materials, colors, window styles and roof design for one structure, if the apartment is attached, or for both structures, if the apartment is detached.
- i. The principal dwelling unit and accessory apartment shall meet all wastewater treatment requirements for the combined number of bedrooms.
- j. ~~The proposed use shall not create traffic hazards or volume greater than the capacity of the streets affected.~~
- k. ~~j.~~ The proposed use shall not exceed the building or site coverage for the zoning district.
- l. ~~k.~~ If an addition is to be built for the proposed use, the addition shall be set back from front, side and rear lot lines the distance required in the zoning district for new construction.

**The Building Commissioner shall determine compliance with said criteria following receipt of the application for a building permit for a change of use and/or for construction of the said accessory apartment.**

~~(4) The applicant shall record with the Registry of Deeds for Barnstable County a certified copy of the special permit decision and the special permit shall lapse if it is not so recorded and if it is not duly exercised within two years as provided for under MGL c. 40A, § 9.~~

~~(5) Transfer of ownership. The provisions of the special permit may be transferred with ownership of the property provided the provisions of this section and all other provisions of the Zoning Code of the Town of Harwich and the State Building Code are met and the Planning Department has approved a transfer for the special permit. The new owner also may request a Planning Board certification for the accessory apartment. To obtain such certification, the owner shall submit a written request with a statement that the conditions at the time of the original special permit approval remain unchanged and with a certification of ownership. The Planning Board certification shall be recorded at the Registry of Deeds.~~

~~(6) (4) A final determination that the owner **has** failed to comply with these **forgoing criteria** provisions or the termination of occupancy by the owner of the subject property shall be evidence that the rights and benefits conferred **hereunder** the special permit were abandoned or otherwise surrendered and discontinued by the owner and all such rights and benefits shall lapse **are null and void** and the elements that make the accessory apartment a separate dwelling unit shall be removed from the property within 90 days of said final determination, with the owner to comply with all requirements of the State Building Code and Town Zoning in removing elements determined to be unpermitted; and to act fully thereon. By request of the Planning Board~~

## FREE-STANDING PORTABLE SIGNS

ARTICLE 27: To see if the Town will vote to amend the Town's Zoning Bylaw §325-2 Word usage and definitions and by addition a new §325-26.K as follows

Within §325-2 delete the existing definition of "A-Frame/Easel/Sandwich-Board Signs" and replace with the following definition:

"FREESTANDING PORTABLE SIGN" – A single or double-faced, self-supporting sign made of wood, cardboard, plastic, metal or other lightweight and rigid material.

And, add a new §325-26.K to read as follows:

### K. Freestanding Portable Sign.

- (1) A sign permit from the Building Department shall be required;
- (2) The area of the sign shall be no more than six (6) square feet per side;
- (3) The sign height above the ground shall not exceed three (3) feet;
- (4) The sign width shall not exceed three (3) feet;
- (5) The sign shall be unlit, shall be inaudible, and shall have no moving parts (except any necessary hinge to fold and unfold said sign);
- (6) The sign shall be stable and have no external supports;
- (7) The sign area (one side only) shall count towards the total allowable sign area (in square feet) for the business, pursuant to §325-27
- (8) The sign shall indicate no more than the name of the business, a special event, hours of operation, sale of a product or service, and price;
- (9) Only one (1) freestanding portable sign per business may be located on a property; a business with street frontage on two (2) streets may have no more than one (1) such sign on each street front; however, if there are multiple businesses on a property, there shall be no more than one (1) such sign per business, regardless of the street frontage;
- (10) The sign may only be displayed up to two (2) hours before the business is open to the general public and during the time business is open to the general public; and
- (11) The sign shall also comply with the requirements of §325-26.D-G, above;

and to act fully thereon. By request of the Planning Board

## RETAINING WALLS FOR SEPTIC SYSTEMS

ARTICLE 28: To see if the Town will vote to amend the Town's Zoning Bylaw §325-16, Table 2 and to add a new subparagraph "R. Retaining Wall(s) for Septic Systems" to §325-18, as follows:

§325-16, Table 2, add a Note "3" to the "Front (feet)", "Side (feet)", and "Rear (feet)" columns, which shall read as follows:

"3May be reduced to 10 feet for Septic System pursuant to §325-18.R."

And,

§325-18 add a new subsection “R. Retaining Wall(s) for Septic Systems” to read as follows:

“R. Retaining Wall(s) for Septic Systems. The provisions of §325-17 notwithstanding, on an improved parcel, a retaining wall(s) associated with the installation of a septic system (e.g. mounded septic system) required by the Board of Health and/or Title 5, shall be setback no less than 10 feet to any lot line;

and to act fully thereon. By request of the Planning Board

SPECIAL PROVISIONS FOR LIFTING EXISTING STRUCTURE TO NEW AND APPROPRIATE ELEVATIONS

ARTICLE 29: To see if the Town will vote to amend the Town’s Zoning Bylaw Article XVII – Flood Plain Regulations by 1) changing §325-108 Definitions to §325-109 Definitions and 2) adding a new §325-108 “Special Provisions for Lifting Existing Structures to New and Appropriate Elevations” and by adding four new definitions, alphabetically, to the new §325-109 Definitions, and further to amend §325-2 Word usage and Definitions “Building/Structure Height” paragraph B by deleting the existing language and replacing it, as follows:

§325-108 Special Provisions for Lifting Existing Structures to New and Appropriate Elevations

(1) Notwithstanding the provisions of any other provision of the Harwich Zoning By-law to the contrary, except as otherwise provided pursuant to paragraph (3) of this subsection, a person shall be allowed to lift an existing structure located in an Area of Special Flood Hazard to a new and appropriate elevation, or constructing a staircase or other attendant structure necessitated by such raising without the need for Board of Appeals relief, provided, however, this exemption shall apply only to the minimum extent or degree necessary to allow the structure to meet the new and appropriate elevation with adequate means of ingress, egress and accommodation of typical basement facilities.

(2) Appurtenant to lifting an existing structure, the existing structure may be relocated elsewhere on the lot as long as said relocation does not create a new, or increase the intensity of a setback nonconformity.

(3) The exemption established pursuant to paragraph (1) of this subsection shall not be available to a person who has altered or is seeking to alter the original dimensions of a structure if, had the alteration not been made, the structure could have been raised to meet the new and appropriate elevation either without the exemption or with an exemption of lesser degree than is needed with the alteration.

And,



§325-109 Definitions, as the following:

ATTENDANT STRUCTURE means an area to accommodate utilities, laundry facilities or mechanicals which are otherwise typically located within a basement area.

EXISTING STRUCTURE means any commercial or municipal structure or residential dwelling that currently exists, or existed prior to the catastrophic event, at the time a request is made to elevate.

HIGHEST APPLICABLE FLOOD ELEVATION STANDARD means the one-percent (1%) FEMA base flood elevation plus up to an additional three (3) feet.

NEW AND APPROPRIATE ELEVATION means any elevation to which a structure is raised, or is to be raised, that is equal to or higher than the applicable FEMA base flood elevation, provided, however, in no case shall the new and appropriate elevation exceed the highest applicable flood elevation standard.

And,

§325-2 Building/Structure Height

B. For a building or structure located within an area of special flood hazard, refer to §325-108;

And to act fully thereon. By request of the Planning Board

PROVIDE FUNDING FOR AN UPDATE OF THE TOWN'S LOCAL  
COMPREHENSIVE PLAN

ARTICLE 30: To see if the Town will vote to raise and appropriate, borrow or transfer from available funds a sufficient sum of money for the updated of the Town's Local Comprehensive Plan, and to act fully thereon. By Town Planner, Planning Board and Town Administrator. Estimated cost: \$200,000

*Explanation: The Local Comprehensive Plan (LCP) was last updated in 2011. The LCP is written to be consistent with the Cape Cod Commission Regional Policy Plan, which has recently been updated. The LCP is required to be updated every 5 years. The LCP also serves as the Master Plan for the Town pursuant to MGL c.41A, §81D "Such plan shall be a statement, through text, maps, illustrations or other forms of communication, that is designed to provide a basis for decision making regarding the long-term physical development of the municipality. The comprehensive plan shall be internally consistent in its policies, forecasts and standards, and shall include the following elements:" Growth and development Goals and policies statement; Land use plan; Housing; Economic development; Natural and cultural resources; Open space and recreation; Services and facilities; Transportation, and; Implementation program. The plan serves as a guide to*

*future development and needs of Harwich and it also assists the Town with potential grant opportunities.*

**LIBRARY**

**FUND TECHNOLOGY HARDWARE AND SOFTWARE FOR BROOKS FREE LIBRARY**

**ARTICLE 31:** To see if the Town will vote to transfer from available funds the remaining balance of funds contained in the follow articles funded by Free Cash and Appropriation: Article 39 of 2011 Annual Town Meeting (\$1,037.09), Article 23 of 2014 Annual Town Meeting (\$13,459.46) and Article 10 of 2017 Annual Town Meeting (\$6,826). Said transfer of funds to be used for the purchase and replacement of technology equipment and software for the Brooks Free Library, and to act fully thereon. By request of the Library Trustees. Estimated cost: \$21,322.55

*Explanation: The motion to approve this article will re-purpose the remaining balance of \$1,037.09 in Article 39 of the May 2011 Annual Town Meeting Parking Lot Lights and Reconfiguration, \$13,459.46 from Article 23 of the May 2014 Annual Town Meeting for Library Carpet Replacement, and \$6,826 from the \$110,000 designated for the Library generator in Article 10 of the May 2017 Annual Town Meeting for Facility Maintenance and Repair.*

**Source of Funds**

\$1,037.09	Article 39 of the May 2011 ATM - Parking Lot Lights and Reconfiguration
\$13,459.46	Article 23 of the May 2014 ATM – Library Carpet Replacement.
\$6,826.00	Article 10 of the May 2017 ATM for Facility Maintenance and Repair (funds remaining of the \$110,000 designated for Library generator)
<hr/>	
\$21,322.55	

**GOLF DEPARTMENT**

**LANDSCAPE RECLAMATION, MAJOR TREE REMOVAL**

**ARTICLE 32:** To see if the Town will vote to raise and appropriate and/or transfer a sufficient sum of money from the Golf Improvement Fund to continue landscape reclamation and tree removal specific to holes 1-9, but not restricted to any other areas that the Golf Director and the Committee deem necessary, and to act fully thereon. By request of the Director of Golf and the Golf Committee. Estimated cost: \$35,000.

*Explanation: this is the next phase of tree removal specific to the "front side", holes 1-9. Removal of growth that restricts both air and light enhances the playability of these fairways as recognized by consultation with the USGA, and with the endorsement of the Golf Committee, the Director, and the Superintendent of the Green.*

## BUNKER RENOVATION AT CRANBERRY VALLEY GOLF COURSE

**ARTICLE 33:** To see if the Town will vote to raise and appropriate and/or transfer a sufficient sum of money from the Golf Improvement Fund to rebuild and renovate hazard features at Cranberry Valley Golf Course commonly referred to as "Bunkers". By request of the Director of Golf and the Golf Committee. Estimated cost \$75,000

*Explanation: This type of hazard has a useful life of up to five years. It is imperative to renew and rebuild these important features of our golf operation periodically to insure the maximum playability of the golf course.*

## CEMETERY

### AMENDMENTS TO CEMETERY RULES AND REGULATIONS CEMETERY RULES AND REGULATIONS

**ARTICLE 34:** To see if the Town will vote to approve the revised Cemetery Department Rules and Regulations as submitted by the Harwich Cemetery Commission, and to act fully thereon. (Changes are in **BOLD UNDERLINED** to be added and **STRIKEOUTS** to be **DELETED**)

#### Harwich Cemetery Commission Rules and Regulations of Harwich Cemeteries

##### I. Rules

1. Town Cemeteries are open daily from dawn to dusk.
2. No vehicle shall be operated in any part of the cemeteries and at speeds no faster than 10 MPH. Violators will be subject to a speeding fine.
3. Recreational motorcycling, roller skating, skateboarding, and/or any other types of similar recreational sports are prohibited. The Town is not liable for any injuries sustained by any person participating in a recreational activity within Cemetery property. Any activity that encroaches on individual lots or graves is prohibited.
4. Any person disturbing the quiet and/or order of the grounds by loud noise, speeding, or other improper or disorderly conduct, or who shall violate any of these rules, will be removed from the grounds and such person will be dealt with as provided by law. The entrance of any intoxicated person is prohibited.
5. No person shall remove, cut, break or mark any tree or shrub; or mark upon, deface, or injure any monument or structure on the grounds.
6. Gravestone repairs or rubbings require prior authorization of the Cemetery Commission or its designated agent. A copy of the Association for Gravestones Studies *Gravestone Rubbings Do's and Don'ts* will be provided.

7. Firearms shall not be discharged in the cemeteries, except for salutes at military funerals, Memorial Day, or Veterans Day.

## II. Interments

1. Burial lots in the cemeteries shall be used for no other purpose than a place for the interment of the human dead including cremation remains.
2. No interment shall be made until the Cemetery Administrator or designee has been furnished with a burial permit and/or cremation certificate as required by law, together with a written order/interment form from the legal owner, or the legal representative of the right of burial in the lot in which interment is to be made. No grave shall be opened for interment or removal unless authorized by the Cemetery Commission and the area has been flagged by Cemetery personnel.
3. All interments shall be enclosed in a cement vault except. Infants shall require an approved container. Cremations shall require an urn or other permanent approved container.
4. Lot usage: In lots (4' x 10') one full burial and one cremation or four cremations. In cremation lots (4' x 3') two cremations.
5. Single Cremation in Harwich Center Cemetery. Lot usage is for one cremated remain for interment in this section (interment rights are from Plan of Land in Harwich (Center) "Proposed Cremation Section" map prepared by Harwich Engineering Department file # 1529-00).

## III. Cemetery Lots

1. Cemetery personnel shall furnish, to those who desire to purchase rights of burial in lots or graves, information relative to the cost of the same and the conditions upon which interments may be made. The owners of rights of burial, or their heirs, shall not sell the said exclusive right of burial other than to the Town of Harwich, as provided for under MGL Ch.114. Compensation will be no greater than the original purchase price.
2. Assignment of right of burial shall be arranged by first contacting the Cemetery Administrator. An assignment form needs to be completed, notarized and submitted to the Cemetery Administrator in order to ensure accurate recording of all assignments.
3. Upon the death of the title owner, a lot passes to heirs-at-law (MGL.Ch.114, s.29) unless specifically devised by will or trust (subject to Ch. 190, sec.3).
6. A full burial lot (minimum 4'x10') containing recorded remains, may, also, accommodate one cremation burial, provided the cremation remains be that of an heir-at-law or family member of the prior interred remains and be so certified and approved by the Commission.
7. Burial lots for the interment of any indigent resident Veteran are provided at no cost and are set aside for burials of Veterans residing in the Town at the time of their entry into service and /or at the time of their death verified by the Veterans Agent and subject to the approval of the Cemetery Commission.



8. Single grave space may be made available to the resident parents and without charge for the indigent, stillborn or very young infant within the Town at the time of death.
9. All work performed on graves or lots by the owners, or by their order, shall be performed only with prior authorization of Cemetery personnel in order to preserve as much as possible the natural appearance of cemeteries.
10. Maintenance of all plantings and maintenance and removal of all plantings and holiday arrangement placed by a lot owner, or designee, is the responsibility of the lot owner, and the Cemetery Commission reserves the right to remove any planting that becomes unsightly. The Town of Harwich is not liable for items left at a grave, or damage to flowers, flags, containers, or monuments due to weather, vandalism, theft, or maintenance procedures. **All Christmas decorations must be removed by January 31<sup>st</sup> anything left on the grave will be removed by the cemetery personnel.**
11. **Items left at or on the lots after burial will be removed after one week.**
12. **The Above Rules will be strictly enforced.**
13. Annual/perennial flowers must be planted at the base of a monument/marker, so as to not interfere with maintenance department procedures.
14. Fences, borders, curbing, hedges, trees, rampant-growing plantings and crushed stone are prohibited. No signs or lettered wooden boards of any kind are permitted on a gravesite, unless prior approval by Cemetery Commission. Any bench or structure needs prior approval by Cemetery Commission before installation.
15. Masons, stonecutters and all workmen shall at all times be under the control of Cemetery Commission and must carry off all rubbish and restore roads, avenues and paths, damaged by their operations. The Town of Harwich will not be responsible for any errors made by any improper inscription on any memorial.
16. The Town reserves the right to correct any errors made in the description, transfer or conveyance of any interment rights or property, either by canceling such conveyance and substituting and conveying in lieu thereof interment property or burial rights of equal value and similar location may be selected by Cemetery Commission.

#### IV. Markers, Headstones, Monuments

1. SINGLE LOT – 30”width (left to right) x 16” (front to back) and/or two flush markers.
2. CREMATION LOT
  - a. Cremation Lot (4’ x 3’) maximum of 2 flush markers measuring 2’ x 1’ per marker or 1 marker not to exceed 2’ x 2’.
  - b. Harwich Center Cemetery Cremation Lot (size) one flush marker measuring 8” x 6” with 6” x 4” bronze plaque.
3. MULTIPLE LOTS – Marker is not to exceed 50% of the width of lot with a base depth of 18” maximum and height of 48”.
4. IN EXISTING CEMETERIES – Where family lots have been established, those families will be allowed to add memorials to duplicate the existing markers or headstones.
5. No markers, headstones, monuments, curbing or other structure will be permitted to be erected in the cemeteries without a sufficient foundation. All markers, headstones, monuments and other structures shall be made of granite, marble, slate, or other

approved marker. All monuments are to be centered at the head of lot or centered at the mid-line.

6. A marble or granite bench will be allowed on a lot as the *only* permanent, central, inscribed, memorial; therefore both a monument and a bench are not permitted.
7. The Cemetery Administrator is required to have written notification prior to any foundation work/memorials placement, with all information outlined and submitted on a Cemetery Department Monument Permit Order. Prior to the initiation of any monument work, the lot must be marked/flagged by Cemetery Department personnel. Monuments are required to be set in such manner that they will not conflict with the alignment of neighboring monuments.
8. Monuments and other structures that are not in compliance are **subject** to removal without notice.

#### V. Administration

Under the administrative direction of the Town Administrator and the policy direction of the Cemetery Commissioners, the Cemetery Administrator shall have overall responsibility for the proper administration of Town Cemeteries in accordance with these rules and regulations and applicable Federal and State laws. The Town of Harwich Home Rule Charter and MGL Ch. 114 establish the Cemetery Commission and the appointment of members. Duties of the Cemetery Commissioners are proscribed under MGL Ch. 114 S23 and the Town of Harwich Home Rule Charter, S 7-15-2.

#### VI. Active Cemeteries (*Burial space available*)

Evergreen Cemetery, 1403 Orleans Road and 40 Cemetery Road, East Harwich  
Island Pond Cemetery, 15 Island Pond Road, Harwich Center  
Mount Pleasant Cemetery, 95 South Street, Harwich Port  
Kelley Cemetery, 18 Old Brewster Road, North Harwich  
South Harwich Cemetery, 270 Chatham Road, South Harwich  
Pine Grove Cemetery, 32 Pine Grove Road, West Harwich  
North Harwich Cemetery, 610 Depot Street & Main Street Ext., North Harwich  
~~Harwich Center Cemetery, 686 Main Street, AKA Congregational Church Yard Cemetery~~

#### VII. Inactive Cemeteries (*No burial lots available for sale*)

Bank Street Burial Ground, Bank Street, near Long Road  
Baptist Church Cemetery, Depot Street & 62 Route 28, West Harwich  
Herring River, West Harwich, Herring River, West Harwich  
Hawks Nest Cemetery, corner of Spruce and Walker Roads, East Harwich  
Lothrop Cemetery, Off Lothrop Ave, West Harwich  
Methodist Church Cemetery, corner Queen Anne Rd. & 15 Church Street, East Harwich  
Old Methodist Cemetery, AKA Eldredge Cemetery Queen Anne Rd., East Harwich  
Old Smith Cemetery, Bells Neck Road, West Harwich  
Ryder Cemetery, Route 39 near water tower, Harwich  
Cemetery office is located @ ~~273 Queen Anne Road~~ 100 Oak Street, mail received at Town Hall, 732 Main Street. Office phone 508-430-7549 Fax 508-430-7598

Explanation: The Harwich Center Cemetery AKA Congregation Church Yard Cemetery per Land Court Decision is not owned by the Town and will need to be removed from the Active Cemeteries list. Cemetery Office is located at the Community Center 100 Oak Street.

COMPLETE THE CONSTRUCTION OF THE PET BURIAL GROUNDS

ARTICLE 35: To see if the Town will vote to raise and appropriate, transfer from available funds or borrow a sufficient sum of money to fund the completion of the pet burial grounds and to reimburse the operating budget \$70,280 for the initial cost of preparing and improving the burial grounds. Funds contained within this appropriation are to come from the sale of pet burial lots, and to act fully thereon. By request of the Cemetery Administrator and the Cemetery Commission. Estimated cost: \$ \_\_\_\_\_

CEMETERY ARBORETUM PROJECT – MAPPING AND SOFTWARE

ARTICLE 36: To see if the Town will vote to raise and appropriate, transfer from available funds or borrow a sufficient sum of money to fund the Arboretum project at the cemetery for the mapping and purchase of software. To be funded by the Cemetery Lot Sales Revolving Fund, and to act fully thereon. By request of the Cemetery Administrator and the Cemetery Commission. Estimated cost: \$30,110.

M.G.L./CHARTER /BY-LAW AMENDMENTS

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

ARTICLE 37: To see if the Town will vote pursuant to M.G.L. c.43B, §10 to amend Chapters 6 and 10 of the Town Charter, which amendment will be subject to approval by the voters at the 2020 Annual Town Election, as set forth below, with strikethrough text to be deleted and bold text to be inserted:

1. Amend Chapter 6, subsection 6-1-1, General Provisions, as follows:

6-1-1 The officers and town agencies to be elected by vote of the town shall be: a moderator, a town clerk, a board of selectmen as provided in chapter 3, members of the Monomoy regional school district committee, a water **and wastewater** commission, a board of library trustees, and a housing authority.

2. Amend Chapter 6, Section 6, Water Commission, as follows:

Section 6. Water **and Wastewater** Commission

6-6-1 A water **and wastewater** commission of ~~3~~ **5** members shall be elected for 3-year overlapping terms.

6-6-2 The water and wastewater commission shall possess and exercise all powers given to this the board of water commissioners under chapter 165 of the acts of 1935, and boards of sewer commissioners under chapter 83 of the General Laws. The water and wastewater commission shall be responsible for the administration, maintenance and operation of the water and sewer systems and facilities.

6-6-3 The water and wastewater commission shall appoint a water and wastewater superintendent, and shall request this officer to cooperate with, and be responsive to, requests from who shall work cooperatively with the town administrator. the town administrator's office.

6-6-4 Notwithstanding any other provision of this section to the contrary, the board of selectmen shall be responsible for the design and construction of the town sewer systems and for implementation of the comprehensive wastewater management plan.

3. Amend Chapter 10, Additional Provisions, by inserting the following new section:

**Section 4. Water and Wastewater Commission Transition**

10-4-1 The vote of the May 6, 2019 Annual Town Meeting to amend Section 6 of the Town Charter shall take effect upon approval by the voters at the 2020 Annual Town Election ("amendment").

10-4-2 As of the effective date of the amendment, the water commission shall have the additional powers, duties and responsibilities of a sewer commission under the general laws, except as otherwise specified in the amendment. No contracts or liabilities in force on the effective date of the amendment shall be affected by the expansion of the powers and duties of the water commission, and the newly established water and wastewater commission shall in all respects be the lawful successor of the water commission. All records, property and equipment whatsoever of the water commission shall be assigned to the water and wastewater commission, and any appropriation for the operations of such water commission and water system, and for the sewer system, shall be available for expenditure by the water and wastewater commission consistent with the purposes for which such funds were appropriated.

10-4-3 Any incumbent elected water commissioner shall serve as a member of the water and wastewater commission for a period equivalent to the remainder of their elected term, and shall be entitled to have the words "candidate for re-election" appear next to their name on the ballot if they choose to run for election to the water and wastewater commission while serving in that capacity. At the first annual town election held after the effective date of this Charter amendment, two additional offices of water and wastewater commissioner shall be included on the election warrant, one for a two-year term and one for a three-year term; provided, however, that until



**said election, the water and wastewater commission shall be deemed to consist of three members.**

And to act fully thereon. By request of the Board of Selectmen and Water Commissioners.

ARTICLE 38: (Capital Outlay Amendments) Place holder

ARTICLE 39: (Ex Officio Members) Place holder

## LAND MATTERS

### HARWICH AFFORDABLE HOUSING TRUST FUND

ARTICLE 40: To see if the Town will vote to transfer the care, custody and control of the parcels of land described below, if applicable, from the tax custodian or other board or officer having custody thereof for tax title purposes or other purposes for which they are currently held to the Board of Selectmen for affordable housing purposes and for the purpose of conveyance. To authorize the Board of Selectmen to take said parcels by eminent domain for affordable housing purpose and confirm the Town's title thereto, and, further, to authorize the Board of Selectmen to convey to the Harwich Affordable Housing Trust and/or others, for affordable housing purposes, the fee or long term (99 year) leases in said parcels on such terms and conditions and for such consideration, which may be nominal consideration, as the Board of Selectmen deems appropriate, and to enter into any and all documents and take any and all actions as may be necessary or convenient to accomplish the foregoing purposes, which parcels of land are described more particularly as follows:

- (a) Two parcels of land located on Oak Street, identified on Assessor's Map 61, Parcel B1-A (containing 1.58 acres, more or less) and on Assessor's Map 61, Parcel B1-B (containing 1.32 acres, more or less), shown on a plan recorded with the Barnstable Registry of Deeds in Plan Book 337, Page 62, and being the premises described in a deed recorded in Book 6233, Page 206;
- (b) The parcel of land located at 1 Earl Road, identified on Assessor's 5, Parcel D3 (containing 6.77 acres, more or less), shown on a plan recorded in Plan Book 77, Page 73, and described in a deed recorded in Book 652, Page 71 and Book 16545, Page 42;
- (c) The parcel of land located on 0 Depot Street, identified on Assessor's Map 56, Parcel P12 (containing one acre, more or less), and being the premises described in deed Book 652 Page 71 and the Foreclosure in Tax Lien Case recorded in Book 21728, Page 319;
- (d) The parcels of land located on or near 0 Depot Road, identified on Assessor's Map 63, Parcel -J1 (containing 1.41 acres, more or less), and being the premises described in Book 8241 Page 266; 0 Orleans Road identified on Assessor's Map 63, Parcel J2 (containing 4.59 acres, more or less), and being the premises described in Book 8241 Page 230; 0 Depot Road identified on Assessor's Map 63, Parcel J3 (containing 17.35 acres, more or less), and being the premises described

in Book 8241 Page 234; 0 Middle Road identified on Assessor's Map 63 Parcel J4 (containing 2.7 acres, more or less) and being the premises described in Book 8241 Page 238; 0 Depot Road identified on Assessor's Map 63 Parcel J6 (containing 2.06 acres, more or less), and being the premises described in Book 8241 Page 242, all as shown on a plan recorded in Plan Book 491, Page 4;

- (e) A portion of the property located at 728 Main Street, identified on Assessor's Map 41 Parcel B8 (containing 1.38 acres, more or less), and being the premises described Book 1368, Page 738 and Book 9770 Page 17; and
- (f) A portion of the property located at 265 Sisson Road, identified on Assessor's Map 40 Parcel Z5 (containing 1.11 acres, more or less), and being the premises described in Book 9770, Page 13.

and to act fully thereon. By request of the Board of Selectmen.

**APPROVE EASEMENT FOR VERIZON AND EVERSOURCE ENERGY AT 1464 ORLEANS-HARWICH ROAD (RTE. 39) AT FIRE STATION 2**

**ARTICLE 41:** To see if the Town will vote to authorize the Board of Selectmen to grant to Verizon New England Inc. and NStar Electric Company d/b/a Eversource Energy perpetual rights and easements for telephone and electric services to be installed on (1) parcel of land at 1464 Orleans Road (Rt. 39). This parcel is identified on Assessor's Map 87, Parcel J1, being the site of the new Fire Station 2, on such terms and conditions and for such consideration as the Selectmen may determine, which may be nominal consideration, and to act fully thereon. By request of the Board of Selectmen.

**COMMUNITY PRESERVATION**

**APPROPRIATE SUMS OF MONEY FROM THE FY20 ESTIMATED ANNUAL REVENUES OF THE COMMUNITY PRESERVATION ACT FUND**

**ARTICLE 42:** To see if the Town will vote to appropriate the following sums of money from the FY 20 estimated annual revenues of the Harwich Community Preservation Act Fund as required by the G.L. Chapter 44B and Chapter 149, §298 of the Acts of 2004; and to act fully thereon. By request of the Board of Selectmen.

<b><u>Appropriation</u></b>	<b><u>FY 20</u></b>
Community Housing Reserve	\$168,411
Open Space Reserve	\$168,411
Historic Preservation Reserve	\$168,411

*Explanation: To see if the town will reserve for future appropriations amounts from the FY 20 Community Preservation Act Fund estimated annual revenues for the purpose of acquisition, creation and preservation of open space and community housing, for the purpose of acquisition, preservation, restoration and rehabilitation of historic resources.*

FUND LAND BANK DEBT SERVICE

ARTICLE 43: To see if the Town will vote to appropriate from the Community Preservation Act Funds – Undesignated Fund Balance, \$553,700, to fund the Debt Service on the outstanding Land Bank Debt. Any funds left unspent from this Article are to be returned to the Community Preservation Act funds – Undesignated Reserve, and to act fully thereon. By request of the Community Preservation Committee and the Finance Director. Estimated Cost: \$553,700.

COMMUNITY PRESERVATION ACTIVITIES UNDER \$50,000

ARTICLE 44: To see if the Town will vote to raise and appropriate and/or transfer from the Community Preservation Act, a sufficient sum of money to fund the items in the table below consistent with their respective applications. Any funds left unspent from this Article are to be returned to the Community Preservation Act Fund from which the appropriation is made as specified in the chart below, and to act fully thereon. By request of the Board of Selectmen. Estimated Cost: \$72,450

	<u>Project</u>	<u>Purpose</u>	<u>Amount</u>	<u>Appropriation Source</u>
1	Community Development Partnership	Cape Housing Institute	\$7,500	Community Housing Reserve
2	Lifeguard Stands	Replace 11 Lifeguard Stands at Town Beaches	\$37,950	Undesignated Reserve
3	Depot Street North Crossing System	Installation of pedestrian warning lights on the bike trail	\$27,000	Undesignated Reserve
		<b>TOTAL</b>	<b>\$72,450</b>	

BROOKS ACADEMY MUSEUM

ARTICLE 45: To see if the Town will vote to raise and appropriate and/or transfer from the Community Preservation Act – Historic Preservation Reserve, a sufficient sum of money to fund first, a structural engineering study pertaining to the foundation of the building; second, to be used to make said foundation structurally sound; and third, once both of the above are completed, to be used to restore and preserve the outer shell of the building and/or protect the building from further damage due to water and dampness, including any appurtenant interior work. Any funds left unspent from the Article are to be returned to the Community Preservation Act Fund - Historic Preservation Reserve, and to act fully thereon. By request of the Community Preservation Committee and the Brooks Academy Museum Commission. Estimated Cost: \$130,000

AFFORDABLE HOUSING TRUST

ARTICLE 46: To see if the Town will vote to appropriate from Community Preservation Act Funds – Community Housing Reserve, \$304,384.47 and \$35,615.53 from the

Estimated FY 20 Community Housing Revenue for a total of \$340,000 to fund the Harwich Affordable Housing Trust to create and preserve affordable housing in the Town of Harwich in the amount of \$310,000, and to fund a part-time Housing Coordinator in the amount of \$30,000. Any funds left unspent from this Article are to be returned to the Community Preservation Act Funds – Community Housing Reserve, and to act fully thereon. By request of the Community Preservation Committee and the Board of Selectmen. Estimated Cost: \$340,000

#### SAND POND RESTROOM PROJECT

ARTICLE 47: To see if the Town will vote to appropriate from Community Preservation Act Funds-Undesignated Fund Estimated FY 20 Revenue, \$125,000 to replace current restroom facility at Sand Pond, Harwich. Any funds left unspent from this Article are to be returned to the Community Preservation Act Funds-Undesignated Fund Balance, and to act fully thereon. By request of the Community Preservation Committee and the Harwich Recreation and Youth Commission. Estimated Cost: \$125,000

#### WHITEHOUSE FIELD IMPROVEMENT PROJECT

ARTICLE 48: To see if the Town will vote to appropriate from Community Preservation Act Funds-Undesignated Fund Estimated FY 20 Revenue, \$55,000 to replace the scoreboard at Whitehouse Field and to purchase and install safety netting and poles in front of spectator berms on first and third base lines. Any funds left unspent from this Article are to be returned to the Community Preservation Act Funds-Undesignated Fund Balance, and to act fully thereon. By request of the Community Preservation Committee and the Harwich Recreation and Youth Commission. Estimated Cost: \$55,000

#### RED RIVER BEACH SHORELINE STABILIZATION PROJECT

ARTICLE 49: To see if the Town will vote to appropriate from Community Preservation Act Funds-Open Space Reserve in the amount of \$50,000 and from the Undesignated FY 20 Estimated Revenue \$50,000 to preserve and protect the Red River Beach Shoreline. Any funds left unspent from this Article are to be returned to the Community Preservation Act Funds – Open Space Reserve and Undesignated Reserve, and to act fully thereon. By request of the Community Preservation Committee and the Conservation Commission. Estimated Cost: \$100,000

#### PRIVATE PETITIONS

##### DEFRAY THE EXPENSES OF THE CHASE LIBRARY AND HARWICH PORT LIBRARY

ARTICLE 50: To see if the Town will vote to raise and appropriate or transfer from available funds the sum of \$20,000 to help defray the expenses of the Chase Library and



the Harwich Port Library; said funds to be expended under the direction of the Chase Library and Harwich Port Library Trustees, and to act fully thereon. By Petition. Estimated cost: \$20,000

*Explanation: Chase Library and Harwich Port Library are free, publicly supported libraries. Town funds have been appropriated either through the general budget or by articles since 1911 (Chase) and 1926 (Harwich Port). These funds are essential for continued operation and for the customary State reimbursements.*

## PROMOTE THE TOWN OF HARWICH

ARTICLE 51: To see if the Town will vote to raise and appropriate and/or transfer from available funds a sufficient sum of money for the Harwich Chamber of Commerce to promote the Town and its businesses and cultural endeavors to advance economic development initiatives for and with the Town of Harwich. Said monies to be used to manage and fulfill year-round visitor/resident/business information services, to promote and market the Town, to generate and initiate materials and activities that encourage the establishment, growth and sustainability of businesses in Harwich, and to implement economic development objectives and activities in partnership with the Town, and to act fully thereon. By petition. Estimated cost: \$30,000

*Explanation: For more than 60 years, Harwich Chamber of Commerce (HCC) has worked in the best interest of Harwich and for the people living in, working in and visiting the Town of Harwich. Since 1995, the citizens of Harwich, through the annual Town Meeting, have voted to fund warrant articles submitted by the Harwich Chamber of Commerce in support of its work promoting the community, providing needed informational services, and developing and advancing economic sustainability and development strategies. We are again requesting the Town's support for the Chamber's efforts in:*

*(a) providing year-round informational services to residents, visitors, second homeowners, and businesses (over 78,000 visits to our Information Center in 2018)*  
*(b) Support of the Chamber's efforts, in partnership with the Town of Harwich, to develop and implement economic development initiatives to benefit the Town as defined by objectives in the Town's Local Comprehensive Plan, and marketing Harwich's Cultural Districts; the simultaneous designation of both Harwich Port and Harwich Center in 2019.*  
*(c) Promoting the Town of Harwich and its brand: The Warm Side of the Cape, thereby continuing to grow the vitality and economy in the community.*

*(a) **Year-Round Information Services:** Harwich's Information Center is open 52 weeks a year. Combining this valuable resource with the Chamber's internet/website portals, New explore boards located at Logan Airport, North and South Stations as well in many locations throughout Massachusetts, New England and Nationally and continued telephone and mail inquiries, Harwich Chamber annually provides more than 320,000 instances of contact with visitors, seasonal and year-round homeowners and residents, organizations and businesses. These connections offer the opportunity to market and promote the Town utilizing our new brand "The Warm Side of the Cape." By being available to meet the needs of our "customers" we are able to encourage patronage of our*

local amenities and businesses and to connect individuals and businesses with the appropriate Town offices and officials 12 months a year in a friendly, warm and upbeat fashion.

*(b) Promoting the Town of Harwich:* The Harwich Chamber continues to be the lead force in promoting the Town of Harwich. By utilizing a multi-faceted approach, HCC strives to position Harwich as a premier destination for local, regional, national and international individuals and families. The marketing strategies are aimed at encouraging residents, second homeowners (current and potential), and visitors to avail themselves of Harwich's recreational amenities, as well as for shopping, dining, vacations, day trips, events and festivals. The plan, which positions Harwich as a desired vacation destination and an outstanding place in which to live and work, includes:

1. The 2019 Harwich Magazine will celebrate our history and our future as well as continue to share our Arts and Culture, the Town's primary comprehensive printed and online publication for attracting visitors to Harwich, and a year round resource for our residents, second home-owners and businesses.
2. The HCC website's robust content complements the Magazine and links to a wide range of Town resources.
3. Ancillary printed and on-line pieces, including specialized maps (cranberry bogs, lodging locator, dining locator, beaches, bike trail) that target market segments and interests. As well as the new Cultural District maps for Harwich Port and Harwich Center.
4. Media placements in local, regional and national publications.

Special events and festivals are about more than attracting people to town to enjoyable experiences. They are about defining key elements of Harwich's brand and about parlaying those assets into support for our businesses, non-profit organizations, and the community. In 2017 the Harwich Chamber of Commerce in partnership with sponsorships from Harwich Chamber of Commerce members we brought back after a 10 year absence the much loved Fireworks as part of the Harwich Cranberry Festival and continues to grow today. In addition, Fall for Harwich provided the umbrella under which thousands of people were invited to participate in a wide array of more than 30 events, including the half-marathon road race, music festival, bog walks, concerts, teas, arts & crafts, our second sidewalk sale and more. Fall for Harwich and Christmas in Harwich also provide opportunities for our local non-profits to raise much needed funds and increase their visibility. In addition, the Chamber continues to actively engage in creating and implementing new events as well as expanding existing events. In 2018, the Chamber coordinated ten Port Summer Night Musical Strolls in Harwich Port, (traditionally every Wednesday in July & August in 2018 we added the last Wednesday in August and the first Wednesday in September as a thank you to our residents) several musical concerts that combined opportunities with restaurants and other businesses to increase meals, shopping and a night out with a show. We look forward to continuing to expand these offerings in 2019.

**Economic Development:** HCC will continue to collaborate with the Town on economic development strategies and initiatives. Over this past year, HCC has worked tirelessly on behalf of the Town and its businesses and continues to do so with sponsoring gatherings with key partners at the state level bringing them into our town. The Chamber has also provided training, counsel and support to dozens of small businesses challenged to survive

*in the current economic climate, and has met with several individuals considering locating their business in Harwich.*

*HCC continues to strengthen its collaboration with other local chambers of commerce through the Local Cape Chambers Collaborative (LC3) and the Lower Cape Chambers group. Among the many activities currently underway are:*

- With LC3 meeting with the Economic Development Council on regional economic development priorities, identified by local chambers in consultation with town officials*
  - With LC3 continued advocacy on transportation issues, including real time information, bridge issues, issues relating to drug use, attracting more traffic to the Regional Airport and more.*
  - With Lower Cape Chambers hosting the Annual Lower Cape Home & Garden Show this year again to be held at the Cape Cod Tech, trainings, inter-chamber networking (giving greater business-to-business opportunities)*
  - Parking and Connectivity continue to explore opportunities for remote parking lots and transit service for harbors, beaches and other sites with high seasonal demand*
- The Chamber is honored to partner with the Town on building a better community, but the Chamber relies on the Town's support to help achieve its goals. Without this support, the Chamber's marketing activities will be significantly reduced. We appreciate the past support of the Town of Harwich and request funding for these important, revenue-generating initiatives. Thank you for your consideration*

#### SUPPLEMENT ANNUAL ALLOCATION OF MASS CULTURAL COUNCIL FOR LOCAL CULTURAL COUNCIL GRANTS

**ARTICLE 52:** To see if the Town will vote to raise and appropriate and/or transfer from available funds a sufficient sum of money to supplement the Massachusetts Cultural Council annual allocation for community grant awards to artists, performers, and interpretive scientists who bring events and programs to local venues which enhance the cultural experience of Harwich citizens of all ages, and to act fully thereon. By request of the Harwich Cultural Council. Estimated Cost: \$3,600.

#### PLEASANT BAY RESOURCE MANAGEMENT PLAN UPDATE

**ARTICLE 53:** To see if the Town will vote to raise and appropriate, or transfer from available funds the sum of \$26,170 to cover the Town's share of matching funds for conducting an update of the Massachusetts Estuaries Project Linked Watershed Model for Pleasant Bay. The funds will be combined with a total of \$119,220 in matching funds from the Towns of Brewster, Chatham and Orleans, and \$72,610 from the Southeast New England Estuaries Program Watershed Grant awarded to the Pleasant Bay Alliance. The model update is an implementation activity specified in the Pleasant Bay Watershed Permit issued to the Town by Massachusetts Department of Environmental Protection, and to act fully thereon. By request of the Pleasant Bay Alliance. Estimated cost: \$26,170.

AMEND THE CODE OF THE TOWN OF HARWICH TO PROHIBIT THE  
PROCUREMENT OR DISPENSING OF BEVERAGES IN PLASTIC CONTAINERS

ARTICLE 54: To see if the Town will vote to adopt the following as a General Bylaw and to insert it into the Cod of the Town of Harwich as Chapter 125, Article I, §125-1:

The procurement by the Town of Harwich of either water or any other beverage in plastic containers of any size is prohibited, and the dispensing of water or any beverage in plastic containers is prohibited on Town property, and to act fully thereon. By Petition.

*Explanation: The by-law is a municipal by-law. It eliminates town procurement and distribution of plastic bottled beverages. It is not a commercial ban. We are taking the perspective that the town, being a government entity, has within its oversight the responsibility to protect human and environmental health, with the latter also having a relationship to human health. Arguably, plastic is a known human health issue based on the fact that it cannot biodegrade and will enter the human food chain. Further, plastic production relies on non-renewable resources and creates toxic emissions at the point of production, recycling and incineration-based waste disposal. Also, there is evidence that chemicals within plastic leach into the beverage within a bottle thereby presenting yet another entry point for adverse health consequences.*

RESCIND ARTICLE 57 OF THE MAY 2016 ANNUAL TOWN MEETING  
AUTHORIZING THE PET BURIAL GROUND

ARTICLE 55: To see if the Town will vote to rescind its previous action on Article 57 of the 2016 Annual Town Meeting and take the parcel of land containing 2.25 acres, more or less, located at 276 Queen Anne Road, shown on Assessors Map 69 as Parcel M1, and being a portion of the premise acquired by the Town pursuant to order of taking recorded with the Barnstable Registry of Deeds in Book 11666, Pages 103-105 from the jurisdiction of the Cemetery Commission and return such jurisdiction to the Board of Selectmen for the care, custody, management and control of said property, and to act fully thereon. By Petition.

*Explanation: 1. The Cemetery Commissioners do not have the jurisdiction to solicit or evaluate alternative proposals for this valuable parcel of land, therefore, the best interests of the taxpayers cannot be assured under their purview. The Town Selectmen have such jurisdiction and it's within their purview to maximize and protect taxpayer interests.  
2. The proposal for using this land as a pet burial ground relies on a significant but unspecified portion of its revenue coming from residents of other towns, as well as unknown levels of "donations." Any shortfalls from these unspecified revenue sources will result in Harwich taxpayers having to foot larger shares of the burden in effect providing potentially higher and higher levels of subsidy into the future. Accordingly, this taxpayer petition requests that the jurisdiction of this land be returned to the Town Selectmen.*

REFRAIN FROM USING TOWN FUNDS/RESOURCES TO ENFORCE FEDERAL  
IMMIGRATION LAWS

ARTICLE 56: To see if the Town of Harwich will vote to request the Selectmen to authorize Town law enforcement and Town officials to refrain from using Town funds and/or other Town resources to enforce federal immigration laws to the extent permissible by law, including, but not limited to, 8 U.S.C. §1373 and 8 U.S.C. §1644, in keeping with current practices, unless presented with a criminal warrant, court order or other evidence of probable cause as required by the Fourth Amendment of the United States Constitution, and to act fully thereon. (Non-binding resolution) By Petition. No funding requested

Explanation:

*This article is a non-binding resolution that asks the Town of Harwich to affirm its current policy regarding immigration enforcement and its Police Mission Statement to provide "legitimate and equitable law enforcement with a strong focus on active community engagement and community service." When everyone feels free to approach police or other officials, including people concerned about their immigration status, then it is more likely that suspicious activity will be reported, that people will step forward as witnesses, that an abused woman will come for help, that people will call in an emergency. This approach has already been favored in several Cape Cod towns, and also by police chiefs throughout the country. Reports show that decreases in crime with this approach – just as multiple studies show that immigrants in general are less likely to commit crimes than U.S. born persons. Those are facts. The Town of Harwich has a clear interest in unbiased community interactions and the Harwich Police Department is committed to the "health, well-being, and safety" of all town residents. This article will help in achieving these goals.*

SUPPORT FOR LEGISLATION TO CHANGE STATE SEAL AND MOTTO

ARTICLE 57: To see if the Town will vote to support proposed legislation providing for the creation of a special commission to (1) investigate the features of the official seal and motto of the Commonwealth, and (2) ensure that they accurately reflect and embody the historic and contemporary commitments of the Commonwealth to peace, justice liberty and equality as well as basic respect for members of Native Nations residing in the Commonwealth, and to act fully thereon. By Petition

Explanation: *Resolution in Support of Changing the State Flag and Seal of Massachusetts: Whereas the history of the State of Massachusetts is replete with instances of conflict between the European Colonists and the Native Nations of the region, who first extended the hand of friendship to the Colonists on their shores in 1620, and helped them to survive starvation during the settlers' first winters on their land; Whereas members of the Native Nation for whom the State of Massachusetts is named were ambushed and killed by Myles Standish, first commander of the Plymouth Colony, in April of 1623, barely two years after the Pilgrims arrived on their shores;*



*Whereas the naked Colonial broadsword brandished above the head of the Native man on the Massachusetts state Flag and Seal is copied from Myles Standish's own broadsword, borrowed from the Pilgrim Hall in Plymouth by the illustrator Edmund Garrett in 1884; Whereas the belt binding the Native's cloak on the Flag and Seal is modeled after a belt worn by Metacomet, known to the English as King Philip, who was among the Wampanoag leaders who resorted to a mutually destructive war in 1675-76 in defense of Native lands against Euro-Colonial encroachment;*

*Whereas the proportions of the body of the Native man in the Flag and Seal were taken from a Native skeleton kept in Winthrop, the bow modeled after a bow taken from a Native man shot and killed by a colonist in Sudbury in 1665, and his features taken from a photograph of an Ojibwe chief from Great Falls, Montana, considered by the illustrator to be a "fine specimen of an Indian," though not from Massachusetts;*

*Whereas the history of relations between Massachusetts since Colonial times and the Native Nations who continue to live within its borders includes the forced internment of thousands of so-called "praying Indians" on Deer Island, in Boston Harbor, where they died by the hundreds of exposure in 1675; their subsequent enslavement in Boston, Bermuda, and the Caribbean Islands; the offering of 40 pounds sterling as bounty for the scalps of Native men, women and children in Massachusetts beginning in 1686, increased to 100 pounds sterling for the scalps of Native adult males by 1722, half the amount for Native women and children;*

*Whereas Native Nations within the boundaries of Massachusetts were kept in a state of serfdom, and their members legally considered incompetent wards of the state until the nonviolent action of the so-called Mashpee Rebellion of 1833 led to the granting of Native self-rule by the Massachusetts legislature in 1834, as if the sovereign right of Native self-government was the Massachusetts legislature's to confer;*

*Whereas Native Americans were legally prohibited from even stepping foot into Boston from 1675 until 2004, when that law was finally repealed;*

*Whereas the 400<sup>th</sup> anniversary of the landing of the European Colonists at Plymouth Plantation, which gave rise to the long chain of genocidal wars and deliberate policies of cultural destruction against Native Nations of this continent, is approaching in the year 2020, affording every citizens of the Commonwealth a chance to reflect upon this history and come to a new awareness of a better relationship between the descendants of the Euro-Colonial immigrants and the Native Nations of these shores;*

*And whereas members of Native Nations have long suffered the many abuses of racism, the appropriation of their symbols for public schools and sports teams, the diminution and pollution of their ancestral lands and the encroachment of their cultural lifeways;*

*Therefore, we the voters of the Town of Harwich hereby adopt this resolution in support of HD.2968 and SD.1495, a Resolve providing for the creation of a Special Commission relative to the Seal and Motto of the Commonwealth, such commission to include members of the legislature and members of Native Nations residing in the Commonwealth. We believe that this effort is long overdue and is necessary to ensure respectful treatment of a people long denied the full experience of citizenship in the Commonwealth*

GENERAL BYLAW AMENDMENT. SINGLE USE PLASTIC STRAW BAN BYLAW

ARTICLE 58: To see if the Town will vote to amend the Harwich General Bylaw Chapter 122 Hazardous Materials as follows:

Article III Single-Use Plastic Straws

122-9. Single-Use Plastic Straw Ban

122-9-1. Intentions and Findings.

It has been found that:

- 1) Plastic straws are rarely recycled.
- 2) Harwich's proximity to bodies of salt and fresh water means that plastic straws that go uncollected by DPW have a high chance of ending up on the beaches or in the water.
- 3) Plastic straws take up to 200 years to degrade.
- 4) Accidental ingestion of plastics, including straws, kills and injures many animals.
- 5) The degrading of plastic straws releases chemicals toxic to wildlife and the environment.
- 6) The United States currently uses approximately 500 million straws per day.
- 7) There is a national movement to reduce and ban the use of plastic straws and reasonable affordable alternatives are available.

Because Harwich has a duty to protect the natural environment, and its preservation affects the economy and the health of its citizens, this amendment proposes to ban the sale or dispensing of single use plastic straws, including those made from polyethylene, polypropylene, and polystyrene, by any food establishment, retail establishment, or public venue in the Town of Harwich.

122-9-2. Definitions

"Plastic straw" shall mean any single use plastic straw including but not limited to those made from polyethylene, polypropylene, and polystyrene.

"Food Establishment" shall mean any operation, including without limitation schools, farmers markets and other public venues, that stores, prepares, packages, serves, vends or otherwise provides food for human consumption. Any establishment requiring a permit to operate in accordance with the State Food Code, 105 CMR 590.000, et. seq., shall be considered a Food Establishment for the purposes of this bylaw.

"Retail Establishment" shall mean any commercial business facility that sells goods directly to consumers including but not limited to grocery stores, pharmacies, liquor stores, convenience stores, retail stores and vendors selling clothing, food, and personal items, dry cleaning services, theaters and all other food service establishments.

"Public Venues" shall mean operations including but not limited to meeting halls, churches, schools, Town buildings and offices.

122-9-3. Use Regulations

Plastic straws shall not be used, dispensed, or sold by any Food Establishments or any Retail Establishment within the Town of Harwich on or after January 1, 2020. Any stock remaining after that date shall be accepted for disposal free of charge, through January 31, 2020, at the Harwich Transfer Station.

122-9-4. Administration and Enforcement

This Bylaw may be enforced by any Town Police Officer or agent of the Board of Health through any lawful means in law or in equity, including but not limited to non-criminal disposition pursuant to MGL Chapter 40 Section 21D and Article VII General Section 37. Penalties And Enforcement of the Town's General Bylaws. If non-criminal disposition is elected, then any Establishment which violates any provision of this Bylaw shall be subject to the following penalties:

First Offense: \$100 fine

Second Offense: \$200 fine

Third and Subsequent Offenses: \$300 fine for each offense

Offenses occurring within two years of the date of first reported offense will be considered as subsequent offenses. Each day or portion thereof shall constitute a separate offense, to do or act anything thereon.

The Board of Health, after a hearing conducted in accordance with the procedures set forth in 105 CMR 590.14 and 590.15, may suspend or revoke the food service permit for any establishment failing to comply with this Bylaw.

122-9-5. Severability

If any provision of this bylaw is declared invalid, or unenforceable, the other provisions shall not be affected thereby. Or take any other action relative there to. By Petition.

AMENDMENT TO THE HARWICH BOARD OF HEALTH REGULATIONS –  
RESTRICT THE SALE OF FLAVORED TOBACCO

ARTICLE 59: To amend the Regulation of the Harwich Board of Health Restricting the Sale of Tobacco Products by adding the additional language:

C. Definitions:

Flavored Tobacco Product: Any tobacco product or component part thereof that contains a constituent that has or produces a characterizing flavor. A public statement, claim or indicia made or disseminated by the manufacturer of a tobacco product, or by any person authorized or permitted by the manufacturer to make or disseminate public statements concerning such tobacco product, that such tobacco product has or produces a characterizing flavor shall constitute presumptive evidence that the tobacco product is a flavored tobacco product.

N. Prohibition of the Sale of Flavored Tobacco Products [subsequent sections relettered]

The sale of flavored tobacco products is prohibited. No person shall sell or distribute or cause to be sold or distributed any flavored tobacco product.

and to act fully thereon. By Petition.

SELECTMEN AND FINANCE COMMITTEE PUBLIC RECORD OF VOTES

ARTICLE 60: To see if the Town will vote to require the individual voting records of Selectmen and Finance Committee members as recorded in the minutes of relevant meetings be included in the Warrant with any Article before Town Meeting for a vote at any Annual or Special Town Meeting, and to act fully thereon. Estimated cost: \$0.00. By Petition.

*Explanation: Many voters do not follow any selectmen's meetings, or Finance Committee meetings. Many are not substantially informed about the pros and cons of an article until the requirement to vote is at hand. This proposal will establish an easily verifiable record for voters, and so should be of assistance at Town Meeting, when explanations may be required or a full sense of the Board of Selectmen needs to be understood. It will also serve as a readily available record for and about any individual seeking an appointment or reelection.*

AMEND THE CODE OF THE TOWN OF HARWICH CHARTER TO UPDATE THE NAME "SELECTMEN" TO "SELECT BOARD"

ARTICLE 61: To see if the Town will vote to propose the following amendment to the Harwich Home Rule Charter, to be approved by the voters at the next annual Town election as follows: (new text shown as underlined)

Amend Chapter 3, §1-1 as follows:

A board of selectmen of 5 members shall be elected at-large for 3-year overlapping terms. For purposes of this Charter, the Board of Selectmen shall be referred to as the Select Board.

And further, by deleting, in every other instance in which they appear, the words "Board of Selectmen" and inserting in their place, "Select Board", and to act fully thereon. By Petition.

*Explanation: To amend the charter to reflect that not only men are elected to the Board of Selectmen and to ensure that the Town is viewed as inclusive to all.*

**REVOLVING/STABILIZATION/OPEB FUNDS**

**ESTABLISH ANNUAL REVOLVING FUND FOR THE PET BURIAL GROUND**

**ARTICLE 62:** To see if the Town will vote to authorize the creation and establishment of a revolving fund as authorized under M.G.L. c.44, § 53E ½ for the Pet Burial Ground to be known as the “Harwich Pet Memorial Gardens & Walking Park Fund”, under the care and custody of the Cemetery Administrator and Commission, for the purpose of funding necessary maintenance, improvements, care and support to the pet burial ground, not to exceed \$140,000 annually with funds generated from receipt of pet burial lots and fees, and to act fully thereon. By request of the Cemetery Commission.

**AMEND THE CODE OF HARWICH GENERAL BY-LAWS – CHAPTER 8  
DEPARTMENTAL REVOLVING FUNDS § 8-1. FUNDS ESTABLISHED.**

**ARTICLE 63 :** To see if the Town will vote to amend the Departmental Revolving Funds By-law as set forth below: by amending the revenue sources for the following Revolving Funds: Golf Pro Shop and Restaurant Lease to include the lease revenue for the Restaurant located at the Clubhouse, for the Golf Infrastructure fund to include a portion of membership fees and for the Community Center to decrease receipts from weight room members to 75%. To amend the uses of the Cemetery Revolving fund to revert back to the original narrative of ATM 2010 Article 51, approved on May 3, 2010 to include maintenance, care and support of town cemetery properties, and by inserting the following Revolving Funds: Middle School, Sidewalks and Tax Title previously approved at various Annual Town Meetings and the new Pet Burial Revolving Fund; and to act fully thereon. By request of the Finance Director, Golf Committee and Cemetery Commission

<u>Revolving Fund</u>	<u>Authorize to Spend Fund</u>	<u>Revenue Source</u>	<u>Use of Fund</u>
Golf Pro Shop and Restaurant Lease Revenue	Director, Golf Committee & ATA	Golf Lessons, Pro Shop Sales and Restaurant Lease Revenue	Pro Shop expenses, clubhouse and kitchen maintenance, modernization, and lessons instructor
Golf Infrastructure Fund	Director, Golf Committee	Surcharge on all green fees and cart fees as well as a portion of golf membership fees.	CVGC Infrastructure including Club House facilities, maintenance facilities
Cemetery	Administrator & Cemetery Commission	90% of Lot Sales, 100 % of all Cemetery Services and Fees	Maintenance, care and support of town cemetery properties
Community Center	Director & Facilities Committee	75 % of the fees from use of the weight room	Weight Room Equipment (and repair)
Middle School Cultural Center	Community Center Director and Facilities Manager	Funds generated from receipt of lease or fees collected for short term, year-round, temporary or otherwise, room (s) use and rental	Funding restorations, maintenance, care and support



Sidewalks	Town Planner and Planning Board	Sidewalk improvements including consulting services and construction	Monies generated from receipts paid to the Town in lieu of sidewalks required to be installed in new subdivisions
Tax Title Collection	Treasurer/Collector	Fees collected for certain costs, charges, and fees incurred by the Treasurer/Collector and collected upon redemption of tax titles or sales of real property acquired through foreclosures of tax titles	To offset expenses incurred in connection with tax takings or tax title foreclosures
Pet Burial Ground	Administrator & Cemetery Commission	Revenue received from the sale of pet burial lots and fees	Maintenance and improvements to the pet burial ground

*Explanation: The golf department would like to establish additional funding to support necessary kitchen renovations, upgrades and modernization of equipment of the restaurant facility located at the Cranberry Golf Course Clubhouse. Allocating the amounts received for the lease of the restaurant will help to support this initiative. The golf department would also like to establish a portion of membership fees to support the ongoing infrastructure needs of the golf course.*

*According to ATM 2010, Article 51 approved on May 3, 2010 the cemetery revolving fund was established to support the maintenance and care of town cemeteries, when the by-law was established the use of the fund was reduced to the maintenance only of cemeteries thereby limiting the uses of the fund, this amendment strives to revert the use of the funds back to the original intention.*

*The Municipal Modernization Act requires Revolving funds to be established by by-law or ordinance, the Middle School Revolving Fund was established by vote of ATM 17 Article #46, the Sidewalk Revolving Fund was established by vote of ATM 17 Article #47 and the Tax Title Revolving Fund was established by vote of ATM 18 Article #65.*

*To amend the by-law to include the pet burial revolving fund authorized by Article XX of ATM 2019.*

**RESCIND THE ESTABLISHMENT OF THE CAPITAL INFRASTRUCTURE  
REVITALIZATION FUND AT CRANBERRY VALLEY GOLF COURSE**

**ARTICLE 64:** To see if the Town will vote to rescind the establishment of a Capital Infrastructure Revitalization Fund at Cranberry Valley Golf Course which was established pursuant to the provisions of Massachusetts General Laws Chapter 40 5F originally established by vote at the Annual Town Meeting 2016 by Article 15; and to act fully thereon. By request of the Finance Director

*Explanation: The Capital Infrastructure Revitalization Fund was subsequently established as a revolving fund by vote at the Annual Town Meeting 2017 Article 48 therefore this fund is no longer necessary.*

RESCIND THE AUTHORIZATION FOR THE GOLF RESTAURANT LEASE 53D  
REVOLVING ACCOUNT AND TRANSFER THE BALANCE INTO THE PRO SHOP  
REVOLVING ACCOUNT

**ARTICLE 65:** To see if the Town will vote to rescind Article 49 of the 2010 Annual Town Meeting and to transfer the unexpended balance in said account into the Golf Pro Shop Lease Revenue Revolving Account; and to act fully thereon. By request of the Finance Director

*Explanation: Article 49 of the 2010 Annual Town Meeting referenced MGL Chapter 44, Section 53D and should have referenced MGL Chapter 44, Section 53E ½. This rescission corrects the oversight, the additional source of funding for the Golf Pro Shop and Restaurant Lease Revenue is authorized through the Revolving By-law.*

DEPARTMENTAL REVOLVING FUNDS AUTHORIZATION

**ARTICLE 66:** To see if the Town will vote to set spending limits for various revolving funds that have been authorized pursuant to Section 8.1 of the Town Code: and to act fully thereon. By request of the Finance Director.

<u>Revolving Fund</u>	<u>FY 19 Spending Limit</u>	<u>Disposition of FY18 Fund balance</u>
Golf Pro Shop and Restaurant Lease Revenue	\$250,000	Available for expenditure
Golf Infrastructure fund	\$100,000	Available for expenditure
Council on Aging	\$125,000	Available for expenditure
Cemetery	\$100,000	Available for expenditure
Community Center	\$100,000	Available for expenditure
Recreation	\$125,000	Available for expenditure
Albro House	\$10,000	Available for expenditure
ADA	\$2,500	Available for expenditure
Wetlands	\$6,000	Available for expenditure
Middle School Cultural Center	\$100,000	Available for expenditure
Sidewalks	\$50,000	Available for expenditure
Tax Title Collection	\$36,000	Available for expenditure
Pet Burial Ground	\$140,000	Available for expenditure

## STABILIZATION FUND

ARTICLE 67: To see if the Town will vote to raise and appropriate or transfer from available funds a sufficient sum of money to be added to the Stabilization Fund, and to act fully thereon. By the request of the Board of Selectmen. Estimated cost: \$384,000.

## OPEB TRUST FUND

ARTICLE 68: To see if the Town will vote to raise and appropriate or transfer from available funds a sufficient sum of money to be added to the OPEB Trust Fund, and to act fully thereon. By the request of the Board of Selectmen. Estimated cost: \$500,000

## FUND PRIOR YEAR'S UNPAID BILLS

ARTICLE 69: To see if the Town will vote to raise and appropriate or transfer from available funds a sufficient sum of money to pay unpaid bills of prior years as provided for in M.G.L. Ch. 44, Section 64, and to act fully thereon. By request of the Finance Director. Estimated cost: \$1,000

### Explanation:

*Water Department \$90.70*

*MA Frazier Inc. \$128.00*

*Duffy Health Center \$250.00*

*Monomoy Regional School District \$401.65 (to be funded from School Trust Funds)*

## CUSTOMARY

### HERRING FISHERIES

ARTICLE 70: To see what action the Town will take in regard to the Herring Fisheries and to act fully thereon. Customary Article.

<b><u>TOWN OPERATION BUDGET 2020</u></b>		<b>Actual FY2017</b>	<b>Actual FY2018</b>	<b>Voted Budget FY2019</b>	<b>Town Meeting Budget FY2020</b>	<b>PCT CHANGE</b>
1	MODERATOR S&W	-	-	1,000	1,000	0.0%
2	SELECTMEN S&W	7,500	7,500	12,000	12,500	4.2%
3	SELECTMEN - EXP	6,303	7,077	8,575	8,575	0.0%
4	<b>Sub-Total</b>	<b>13,803</b>	<b>14,577</b>	<b>20,575</b>	<b>21,075</b>	<b>2.4%</b>
5	FINANCE COMMITTEE S&W	2,239	745	4,000	4,000	0.0%
6	FINANCE COMMITTEE - EXP	221	809	500	1,000	100.0%
7	<b>Sub-Total</b>	<b>2,460</b>	<b>1,554</b>	<b>4,500</b>	<b>5,000</b>	<b>11.1%</b>
8	FINANCE COMMITTEE RESERVE FUND	-	-	125,000	125,000	0.0%
9	TOWN ACCOUNTANT - SAL	216,511	233,658	250,386	254,601	1.7%
10	TOWN ACCOUNTANT - EXP	2,919	3,626	3,600	10,875	202.1%
11	AUDIT - EXP	41,000	37,900	44,500	40,000	-10.1%
12	<b>Sub-Total</b>	<b>260,430</b>	<b>275,183</b>	<b>298,486</b>	<b>305,476</b>	<b>2.3%</b>
13	ASSESSORS - S&W	172,706	153,113	196,212	215,571	9.9%
14	ASSESSORS - EXP	71,150	68,266	107,390	107,780	0.4%
15	<b>Sub-Total</b>	<b>243,856</b>	<b>221,379</b>	<b>303,602</b>	<b>323,351</b>	<b>6.5%</b>
16	TOWN COLLECTIONS - S&W	12,140	12,476	15,500	16,000	3.2%
17	TOWN COLLECTIONS - EXP	4,700	3,154	3,760	3,800	1.1%
18	<b>Sub-Total</b>	<b>16,840</b>	<b>15,631</b>	<b>19,260</b>	<b>19,800</b>	<b>2.8%</b>
19	POSTAGE	52,104	46,452	55,000	55,000	0.0%
20	<b>Sub-Total</b>	<b>52,104</b>	<b>46,452</b>	<b>55,000</b>	<b>55,000</b>	<b>0.0%</b>
21	TREASURER - S&W	227,049	234,025	256,196	281,585	9.9%
22	TREASURER - EXP	81,993	102,106	103,250	106,974	3.6%
23	<b>Sub-Total</b>	<b>309,042</b>	<b>336,131</b>	<b>359,446</b>	<b>388,559</b>	<b>8.1%</b>
24	VACATION & SICK LEAVE BUY BACK			47,590	70,932	49.1%
25	MEDICARE	202,561	217,264	217,004	221,042	1.9%
26	ADMINISTRATION - S&W	409,417	418,242	449,807	454,908	1.1%
27	ADMINISTRATION - EXP	113,789	75,450	89,312	81,879	-8.3%
28	ADMINISTRATION - CAP OUTLAY	3,416	4,958	5,500	5,500	0.0%
29	UNION CONTRACTS	5,000	5,000	-	-	-
30	<b>Sub-Total</b>	<b>531,623</b>	<b>503,651</b>	<b>544,619</b>	<b>542,287</b>	<b>-0.4%</b>
31	LEGAL SERVICES - EXP	204,738	159,374	170,000	185,000	8.8%
32	CLAIMS & SUITS	-	-	500	500	0.0%
33	<b>Sub-Total</b>	<b>204,738</b>	<b>159,374</b>	<b>170,500</b>	<b>185,500</b>	<b>8.8%</b>
34	INFORMATION TECHNOLOGY - S&W	97,501	99,800	101,790	178,233	75.1%
35	INFORMATION TECHNOLOGY - EXP	176,207	211,708	276,362	274,682	-0.6%
36	<b>Sub-Total</b>	<b>273,709</b>	<b>311,507</b>	<b>378,152</b>	<b>452,915</b>	<b>19.8%</b>
38	IT CHANNEL 18 - S&W	98,307	106,300	125,450	137,114	9.3%
39	IT CHANNEL 18 - EXP	18,673	24,790	31,000	31,480	1.5%
40	<b>Sub-Total</b>	<b>116,979</b>	<b>131,091</b>	<b>156,450</b>	<b>168,594</b>	<b>7.8%</b>
41	CONSTABLE S & W	250	356	708	708	0.0%

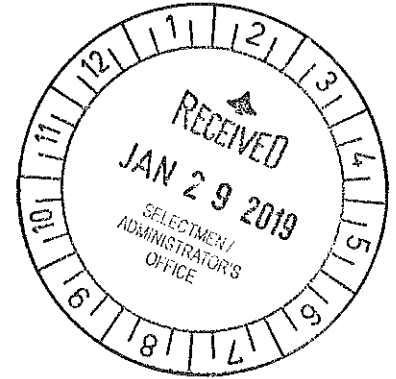
<b>TOWN OPERATION BUDGET 2020</b>		<b>Actual FY2017</b>	<b>Actual FY2018</b>	<b>Voted Budget FY2019</b>	<b>Town Meeting Budget FY2020</b>	<b>PCT CHANGE</b>
42	TOWN CLERK - S&W	213,478	202,280	230,930	253,418	9.7%
43	TOWN CLERK - EXP	48,008	30,684	41,322	37,368	-9.6%
44	<b>Sub-Total</b>	<b>261,486</b>	<b>232,964</b>	<b>272,252</b>	<b>290,786</b>	<b>6.8%</b>
45	CONSERVATION - S&W	81,732	111,527	136,070	154,865	13.8%
46	CONSERVATION - EXP	5,957	6,673	9,941	9,185	-7.6%
47	<b>Sub-Total</b>	<b>87,689</b>	<b>118,200</b>	<b>146,011</b>	<b>164,050</b>	<b>12.4%</b>
48	TOWN PLANNER - S&W	57,331	69,515	87,324	93,443	7.0%
49	TOWN PLANNER - EXP	2,279	1,928	4,531	4,531	0.0%
50	<b>Sub-Total</b>	<b>59,610</b>	<b>71,443</b>	<b>91,855</b>	<b>97,974</b>	<b>6.7%</b>
51	BOARD OF APPEALS - S&W	-	-	-	-	0.0%
52	BOARD OF APPEALS - EXP	439	594	735	735	0.0%
53	<b>Sub-Total</b>	<b>439</b>	<b>594</b>	<b>735</b>	<b>735</b>	<b>0.0%</b>
54	ALBRO HOUSE - EXP	2,890	3,148	5,835	6,355	8.9%
55	OLD RECR BUILDING - EXP	4,710	5,321	6,989	7,627	9.1%
56	W. HARWICH SCHOOL - EXP	577	408	1,425	1,424	-0.1%
57	<b>Sub-Total</b>	<b>8,177</b>	<b>8,876</b>	<b>14,249</b>	<b>15,405</b>	<b>8.1%</b>
58	COMMUNITY DEVELOPMENT - S&W	230,386	218,879	221,032	235,636	6.6%
59	COMMUNITY DEVELOPMENT - EXP	10,379	10,834	11,630	14,762	26.9%
60	<b>Sub-Total</b>	<b>240,765</b>	<b>229,713</b>	<b>232,662</b>	<b>250,398</b>	<b>7.6%</b>
61	PUBLIC BUILDINGS REPAIRS	1,100	-	2,133	2,133	0.0%
62	TOWN/FIN COM REPORTS	7,869	7,658	10,000	10,000	0.0%
63	ADVERTISING	13,514	21,671	7,500	17,000	126.7%
64	POLICE - S&W	3,058,309	3,384,205	3,825,308	3,918,557	2.4%
65	POLICE - EXP	313,061	544,305	570,476	569,514	-0.2%
66	POLICE - CAP OUTLAY	165,151	121,482	126,000	120,000	-4.8%
67	<b>Sub-Total</b>	<b>3,536,521</b>	<b>4,049,992</b>	<b>4,521,784</b>	<b>4,608,071</b>	<b>1.9%</b>
68	FIRE - S&W	3,297,282	3,353,682	3,870,083	4,030,150	4.1%
69	FIRE - EXP	365,663	394,875	416,211	450,761	8.3%
71	<b>Sub-Total</b>	<b>3,662,945</b>	<b>3,748,556</b>	<b>4,286,294</b>	<b>4,480,912</b>	<b>4.5%</b>
72	AMBULANCE - S&W	143,001	112,767	169,389	172,693	2.0%
73	EMS - EXP	129,183	136,314	119,536	122,495	2.5%
74	<b>Sub-Total</b>	<b>272,184</b>	<b>249,081</b>	<b>288,925</b>	<b>295,188</b>	<b>2.2%</b>
75	EMERG. TELECOM - S&W	391,025	-	-	-	0.0%
76	EMERG. TELECOM - EXP	133,120	-	-	-	0.0%
77	<b>Sub-Total</b>	<b>524,146</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.0%</b>
78	BUILDING - S&W	227,995	246,408	311,233	322,832	3.7%
79	BUILDING - EXP	14,955	11,349	20,906	20,197	-3.4%
80	<b>Sub-Total</b>	<b>242,950</b>	<b>257,757</b>	<b>332,139</b>	<b>343,029</b>	<b>3.3%</b>
81	EMERG. MGMT - S&W	4,458	2,444	5,108	5,315	4.1%
82	EMERG. MGMT - EXP	3,126	3,317	8,500	8,500	0.0%
83	<b>Sub-Total</b>	<b>7,584</b>	<b>5,761</b>	<b>13,608</b>	<b>13,815</b>	<b>1.5%</b>
84	NATURAL RESOURCES - S&W	93,375	96,343	102,233	110,639	8.2%



<b>TOWN OPERATION BUDGET 2020</b>		<b>Actual FY2017</b>	<b>Actual FY2018</b>	<b>Voted Budget FY2019</b>	<b>Town Meeting Budget FY2020</b>	<b>PCT CHANGE</b>
85	NATURAL RESOURCES - EXP	26,798	226,998	27,900	28,380	1.7%
86	<b>Sub-Total</b>	<b>120,173</b>	<b>323,341</b>	<b>130,133</b>	<b>139,019</b>	<b>6.8%</b>
87	PLEASANT BAY ALLIANCE	16,920	17,343	20,160	23,760	17.9%
88	TOWN ENGINEER - S&W	170,185	174,256	180,860	182,150	0.7%
89	TOWN ENGINEER - EXP	17,738	9,831	25,670	45,670	77.9%
90	<b>Sub-Total</b>	<b>187,923</b>	<b>184,088</b>	<b>206,530</b>	<b>227,820</b>	<b>10.3%</b>
91	HIGHWAY - S&W	2,402,760	2,495,639	2,589,991	2,724,594	5.2%
92	HIGHWAY - EXP	2,331,328	2,501,442	2,691,641	2,971,182	10.4%
93	<b>Sub-Total</b>	<b>4,734,087</b>	<b>4,997,081</b>	<b>5,281,632</b>	<b>5,695,776</b>	<b>7.8%</b>
94	SNOW/ICE - S&W	108,597	104,576	40,000	40,000	0.0%
95	SNOW/ICE - EXP	271,908	260,924	95,000	95,000	0.0%
96	<b>Sub-Total</b>	<b>380,505</b>	<b>365,500</b>	<b>135,000</b>	<b>135,000</b>	<b>0.0%</b>
97	STREET LIGHTS	38,130	31,372	37,500	40,000	6.7%
98	INTERGOVERNMENTAL TRANS - WW COUNTY WW SUPPORT FUND			70,000	150,000 100,000	114.3% 100.0%
99	CEMETERY ADMIN - S&W	58,830	63,203	64,847	69,431	7.1%
100	CEMETERY ADMIN - EXP	4,799	3,164	4,742	5,613	18.4%
101	<b>Sub-Total</b>	<b>63,629</b>	<b>66,367</b>	<b>69,589</b>	<b>75,044</b>	<b>7.8%</b>
102	BOARD OF HEALTH - S&W	181,111	139,795	177,593	193,863	9.2%
103	BOARD OF HEALTH - EXP	12,252	16,209	17,038	16,930	-0.6%
104	<b>Sub-Total</b>	<b>193,364</b>	<b>156,004</b>	<b>194,632</b>	<b>210,793</b>	<b>8.3%</b>
105	COMMUNITY CENTER S&W	152,894	165,498	188,468	185,367	-1.6%
106	COMMUNITY CENTER EXP	109,636	131,306	119,521	142,556	19.3%
107	<b>Sub-Total</b>	<b>262,529</b>	<b>296,804</b>	<b>307,989</b>	<b>327,923</b>	<b>6.5%</b>
108	COUNCIL ON AGING - S&W	359,322	370,042	370,480	377,594	1.9%
109	COUNCIL ON AGING - EXP	68,198	63,690	77,286	77,507	0.3%
110	<b>Sub-Total</b>	<b>427,521</b>	<b>433,732</b>	<b>447,766</b>	<b>455,101</b>	<b>1.6%</b>
111	YOUTH COUNSELOR - S&W	75,637	81,511	85,203	93,443	9.7%
112	YOUTH COUNSELOR - EXP	3,932	4,017	4,310	4,310	0.0%
113	<b>Sub-Total</b>	<b>79,569</b>	<b>85,528</b>	<b>89,513</b>	<b>97,753</b>	<b>9.2%</b>
114	VETERANS EXPENSE/BENEFITS	96,671	99,997	134,500	122,400	-9.0%
115	DISABILTY RIGHT - EXP	-	-	300	500	66.7%
116	HUMAN SERVICES	79,980	72,605	81,580	82,250	0.8%
117	LIBRARY - S&W	597,668	630,719	676,741	707,968	4.6%
118	LIBRARY - EXP	252,696	269,410	274,111	282,372	3.0%
119	<b>Sub-Total</b>	<b>850,363</b>	<b>900,128</b>	<b>950,852</b>	<b>990,340</b>	<b>4.2%</b>
120	RECREATION - SEASONAL - S&W	175,732	174,725	215,988	228,507	5.8%
121	RECREATION - S&W	212,853	228,268	250,115	264,615	5.8%
122	RECREATION - EXP	44,636	41,735	45,575	45,575	0.0%
123	RECREATION - CAP OUTLAY	7,319	-	12,000	12,000	0.0%
124	<b>Sub-Total</b>	<b>440,540</b>	<b>444,728</b>	<b>523,678</b>	<b>550,697</b>	<b>5.2%</b>

<b>TOWN OPERATION BUDGET 2020</b>		<b>Actual FY2017</b>	<b>Actual FY2018</b>	<b>Voted Budget FY2019</b>	<b>Town Meeting Budget FY2020</b>	<b>PCT CHANGE</b>
125	HARBORMASTER -S&W	280,246	289,490	311,576	333,851	7.1%
126	HARBORMASTER - EXP	108,556	171,596	173,300	253,280	46.2%
127	<b>Sub-Total</b>	<b>388,803</b>	<b>461,086</b>	<b>484,876</b>	<b>587,131</b>	<b>21.1%</b>
128	BROOKS ACAD MUSEUM COMMISSION	10,138	10,754	12,894	12,894	0.0%
129	HISTORICAL COMMISSION	80	540	-	-	0.0%
130	HISTORICAL COMMISSION	-	-	350	350	0.0%
131	<b>Sub-Total</b>	<b>80</b>	<b>540</b>	<b>350</b>	<b>350</b>	<b>0.0%</b>
132	CELEBRATIONS	-	1,299	1,600	1,600	0.0%
133	GOLF - S&W	762,933	798,628	870,333	917,841	5.5%
134	GOLF - EXP	578,068	621,381	676,367	676,766	0.1%
135	GOLF CAP OUTLAY	69,548	66,277	73,000	73,000	0.0%
136	<b>Sub-Total</b>	<b>1,410,549</b>	<b>1,486,286</b>	<b>1,619,700</b>	<b>1,667,607</b>	<b>3.0%</b>
137	GOLF IMA MRSD			84,363	82,760	-1.9%
138	ELECTRICITY - CVEC	64,315	66,254	65,925	69,610	5.6%
139	<b>Total Departmental Budgets</b>	<b>21,001,165</b>	<b>21,737,254</b>	<b>23,873,100</b>	<b>25,321,862</b>	<b>6.1%</b>
140	<b>Total Debt Service (Prin &amp; Int)</b>	<b>3,730,596</b>	<b>2,494,459</b>	<b>4,652,464</b>	<b>5,881,626</b>	<b>26.4%</b>
141	STATE ASSESSMENTS	245,490	261,135	269,897	284,978	5.6%
142	BARNS CTY RETIREMENT	2,364,925	2,681,194	2,763,836	3,024,763	9.4%
143	CAPE COD COMMISSION ASSESSMENT	207,455	217,944	229,452	203,498	-11.3%
144	BARNSTABLE COUNTY ASSESSMENT	193,497	203,280	202,302	213,571	5.6%
145	UNEMPLOYMENT COMPENSATION	2,567	5,087	10,000	15,000	50.0%
146	GROUP HEALTH INSURANCE	3,563,522	4,296,270	4,778,977	4,815,339	0.8%
147	OPEB	100,000	100,000	125,000	150,000	20.0%
148	GENERAL INSURANCE	450,389	656,366	681,000	790,830	16.1%
149	GENERAL INSURANCE DEDUCTIBLE	8,151	4,603	5,000	10,000	100.0%
150	<b>TOTAL TOWN</b>	<b>31,867,758</b>	<b>32,657,592</b>	<b>37,591,028</b>	<b>40,711,467</b>	<b>8.3%</b>
151	<b>OVERLAY (Abatements/Exemptions)</b>			<b>460,000</b>	<b>460,000</b>	
152	<b>C C REGIONAL TECH HIGH</b>	<b>1,437,053</b>	<b>1,437,053</b>	<b>1,581,237</b>	<b>2,332,198</b>	<b>47.5%</b>
153	<b>MONOMOY REG. SCH. DISTRICT</b>					
154	Operating	21,644,248	21,644,248	23,282,215	24,280,721	4.3%
155	Capital/ other	224,723	224,723	260,038	260,748	0.3%
156	Transportation	412,558	412,558	430,896	554,789	28.8%
157	Debt Service- Middle School	1,776,772	1,776,772	24,328	-	-100.0%
158	Debt Service H.S.			1,611,913	1,658,018	2.9%
159	<b>TOTAL MRSD ASSESMENT</b>	<b>24,058,301</b>	<b>24,058,301</b>	<b>25,609,390</b>	<b>26,754,276</b>	<b>4.47%</b>
160	<b>TOTAL</b>	<b>57,363,112</b>	<b>58,152,946</b>	<b>65,241,655</b>	<b>70,257,941</b>	<b>7.7%</b>
<b>Reconciliation to Article 5:</b>						
<b>Total from line 160</b>					<b>\$</b>	<b>70,257,941</b>
<b>Less:</b>						
<b>Land Bank Debt Service</b>						<b>553,700</b>
<b>Overlay</b>						<b>460,000</b>
<b>Wastewater/Sewer</b>						<b>250,000</b>
<b>Cape Cod Technical High School</b>						<b>2,332,198</b>
<b>Monomoy Regional School District</b>						<b>26,754,276</b>
<b>Total Reductions</b>						<b>30,350,174</b>
<b>Article 5</b>					<b>\$</b>	<b>39,907,767</b>

By-Law/Charter Review Committee  
Town of Harwich  
732 Main Street  
Harwich, Massachusetts 02645  
January 28, 2019



Honorable Board of Selectmen  
Town of Harwich  
732 Main Street  
Harwich, Massachusetts 02645

Re: Proposed Revisions to the Harwich Home Rule Charter & Budgeting for Distribution of 2020 Ballot Questions Regarding Charter Revisions

Dear Board Members:

Enclosed with this letter are proposed amendments to the Harwich Home Rule Charter recommended by the By-Law/Charter Review Committee for inclusion in the 2019 Annual Town Meeting Warrant. We would be happy to meet with your Board and any of the affected committees to discuss these recommendations further; but in the interim, the following is a brief explanation of the views of our committee in the formulation of these recommendations.

1. **Capital Outlay Plan.** The original intent of the Capital Outlay Plan was to attempt to keep the town's bonding levels as even as possible year to year and to provide the voters and taxpayers with a clear understanding of current and future bonding needs as well as an effort to protect against wild spikes in the tax rates whenever possible. In its original form, this plan was presented to town meeting as an easy to understand one- or two-page document that required only a majority vote to adopt but purposefully set a higher bar of two-thirds to amend, thereby decreasing the likelihood of anyone making an end run around the process. In more recent years, this "plan" has morphed into a lengthy tiny print multi-page "budget" that is virtually impossible for the average voter to interpret. And while we understand that the current form provides a good working tool for administration, it is not helpful to the voters.

The recommendation we have submitted provides for the continue participation of the Capital Outlay Committee in formulating the capital budget if they so choose, while at the same time returning to the original intent of an actual plan that informs and protects the voters and taxpayers.

2. **Ex-Officio Membership.** The proposed amendment seeks to clarify the terms of office for ex-officio committee members in order to align them with their actual terms on the sending boards, commissions or committees.

We would also like to suggest some additional language with respect to the Water/Wastewater Commission Charter amendment currently being considered by your board. In its present form, it

makes no provision for the election of the two additional members as it transitions from a 3-member Water Commission into a 5-member Water/Wastewater Commission. We would recommend including provision for the election of the two additional members on the same ballot as the vote to adopt the amendment itself with the election to become effective on the date of approval of the of the amendment by the Attorney General's Office. In that way, it would allow for the immediate seating of those members once such approval has been received. This is the same procedure followed under Massachusetts General Law governing the adoption of a Charter Commission and election of members which we believe provides a model and precedent for this procedure.

In closing, we would like to request that the Board of Selectmen include necessary funding in the 2020 budget for distribution to every Harwich voting household of Charter amendment ballot questions appearing on the Annual Town Election ballot. In the past, when the warrants were distributed by mail to all households, the legal requirements for distribution were satisfied. Since this is no longer the case, it will be necessary to mail these ballot questions each year as required by law. Given that there will be no such questions on the 2019 town ballot, it is not an urgent issue for this year; but money for a 2020 mailing needs to be provided within the upcoming budget since we do anticipate a need at that point.

Thank you for your attention and consideration.

Respectfully submitted,



Harwich By-Law/Charter Review Committee  
Sandra Baylis Hall, Chairman  
Carol Thayer, Vice Chairman  
Deb Sementa, Clerk  
Anita Doucette  
Tina Games

## CHAPTER 9. FINANCIAL PROVISIONS AND PROCEDURES

### Section 5. Capital Outlay Committee

9-5-1 A capital outlay committee of 7 members shall be appointed for 3-year overlapping terms. Two members shall be appointed by the finance committee, 2 members shall be appointed by the board of selectmen, 1 member shall be appointed by the planning board, and 2 members shall be appointed by the town administrator.

9-5-2 The capital outlay committee shall assist the town administrator in the development of the capital outlay plan ***to be adopted and/or amended each year at the Annual Town Meeting; and may, at the request of the Town Administrator and/or the Board of Selectmen, assist the Town Administrator in the preparation of a Capital Outlay Budget.***

### Section 6. Capital Outlay Plan [Amended 5-23-2012 by Ch. 103 of the Acts of 2012] 9-6-1

The purpose of the 7-year capital outlay plan shall be to provide the town with a long-range forecast of the town's ***major*** capital improvement needs and to attempt to keep debt borrowing levels as even as possible from year to year.

9-6-2 A "capital outlay" shall mean the acquisition, construction or renovation of buildings, equipment or land having a total cost of ~~\$50,000~~ ***\$100,000*** during any budget year and planning funds for any such capital outlay ***that may require a debt exclusion, a capital exclusion or a Proposition 2 1/2 override.***

CHARTER 9-6-3 The town administrator and the capital outlay committee shall submit a 7-year capital outlay plan to a joint public meeting of the board of selectmen and the finance committee during the month of December of each year.

9-6-4 The board of selectmen shall prepare articles to be included in the May annual town meeting warrant seeking adoption of the 7-year capital outlay plan and funding of the current year of the plan.

9-6-5 A simple majority vote of the town meeting shall be required to adopt the 7-year capital outlay plan as submitted. ***(Should this be 5-year, as in the original language?) Any amendment to a previously adopted Capital Plan shall require a two-thirds vote at the Annual Town Meeting.***

9-6-6 If any part of the current year of the plan receives funding support at the annual town meeting, but fails at any necessary debt exclusion, capital exclusion or proposition 2 1/2 override ballot votes, the unsupported portion shall be returned to the 7-year capital plan in year 1 of the next 7-year plan.

9-6-7 ***With the exception of petition articles,*** any article included in the annual or special town meeting warrant which requests a capital outlay as defined in section 9-6-2, ~~but which has not been recommended by the~~ ***shall require approval of the*** capital outlay committee, the board of selectmen and the finance committee ~~shall require~~ ***and all such proposed amendments shall require*** a 2/3 majority vote of the town meeting.



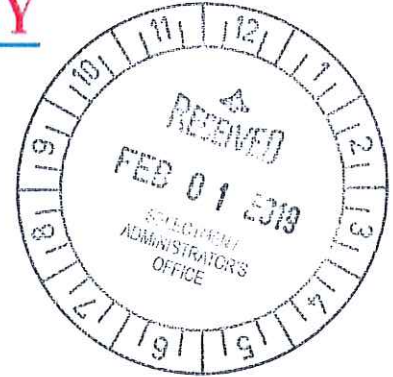
**Draft language re: Ex-Officio appointments for discussion:**

**7-1-5 Ex-Officio Appointments**

**In order to ensure that the terms of ex-officio appointees do not exceed the terms of their appointments by the sending official, board, commission or committee, all such appointments shall run for one year or less to end on June 30<sup>th</sup> of the then current fiscal year. In the event of a resignation or inability to serve by an ex-officio appointee either from the sending entity or as ex-officio appointee, the term of the replacement shall expire in accordance with the term of the original appointee. Any ex-officio appointment made by a board, committee or commission under the jurisdiction of Board of Selectmen shall be subject to approval by vote of 3 or more members of the Board of Selectmen.**

**Also amend Chapter 7, Section 2, Item 7-2-2 of the General Provisions, Item (b) to read:**

**Elect necessary officers including ex-officio appointments under the jurisdiction of the sending board, commission or committee.**



2/1/19

Re: Harwich Fire Station #2  
149 Rt. 137  
Harwich, MA 02545

To: The Town of Harwich Selectman's Office

The purpose of this letter is to obtain a waiver for payment in regards to the Fire Protection Permit Fee for work to be done at the Harwich Fire Station #2 Project. If you have any questions, feel free to contact us anytime.

Sincerely,

A handwritten signature in black ink that reads 'Michelle Hanson'.

Michelle Hanson  
Office Manager

**Project Management Contract**  
**Harwich Comprehensive Wastewater Management Plan (CWMP)**

It's envisioned that this contract will be led by an experienced Project Manager with relevant technical experience to provide Project Management services on a contractual basis as needed and requested by the Town and to aid the Wastewater Support Committee in providing direct and easily accessible wastewater information to residents and businesses in the Town. Project Management support tasks with an outreach strategy with specific actions will be part of this contract to enhance the capabilities of town officials and committees, and to encourage input from residents utilizing a single point of contact for a direct and efficient response. The services contracted is intended to resolve potential issues.

The Project Manager contract is to be awarded by the Town to assist the Harwich Wastewater Support Committee in providing needed technical support and community outreach to residents and businesses to be served by the Phase 2 sewer extension project scheduled for construction in the spring of 2019. In addition to focusing on Phase 2, the Project Manager will provide support to help ensure the entirety of the CWMP is progressing as required by regulatory agencies and according to schedule. The contract for such services will include identified, and yet to be determined, tasks in both technical and public information/outreach efforts in FY 19 and FY 20. Services are expected to start in the spring of 2019.

It is expected a minimum effort of twenty hours/week will be required.

Tasks to be assigned for Project Manager assistance could include, but not be limited to, the following:

**Services for Phase 2 Comprehensive Wastewater Management Plan & Ongoing CWMP Activities**

- Develop a project plan including an organization chart to identify town departments and contractors involved in Phase 2 into a single document showing responsibilities/schedules/activities for each.
- Update the Project Plan on a monthly basis.
- Develop and maintain a detailed property data base, including Owner, Address, Contact Information, Age of Septic System, Year-Round /Seasonal Occupancy, Status of Stub Location Determination, Sewer Service System Connection Complete and Other Information as needed. The data base will be coordinated with the Harwich Board of Health/Health Director and Water Department/Superintendent.
- Meet weekly with Collection System Contractor(s) to review current week's activities versus plan, define workarounds and plans for the following week(s).
- Hold regular status meetings with Wastewater Support Committee; include a list of outstanding unanswered or unaddressed issues.
- Provide status report each month summarizing the activities of all involved including CDM-Smith Progress Reports and adherence to schedules and budgets. Issues of concern will be reported.

## **Public Engagement / Outreach**

- Assume role of point person to work with Harwich residents to listen to concerns and provide information regarding the project
- Maintain a public calendar with public meetings, neighborhood meetings, project activity dates, channel 18 times/dates, neighborhood construction, project deadlines, etc. The calendar should provide a single point of access for wastewater activities.
- Establish a regular schedule of office hours with a minimum of 4 hours per week and one Saturday morning per month.
- Help prepare and implement community sewer collection plans to organize neighborhood activity in an efficient and user-friendly manner. Help organize and work with neighborhood liaisons.
- Communicate major dates and activities to news outlets
- Communicate project information to Board of Selectmen on a monthly basis
- Organize broader town-wide meetings as appropriate
- Help facilitate multiple communication strategies, i.e., web-site, Channel 18, letters, newspapers
- Develop and maintain social media forums
- Utilize up to two town-retained summer students for a ten-week period to support the outreach effort with a focus on social media and engagement of the public in the Phase 2 area.

## **Wastewater Plan Coordination Tasks**

- Work with responsible town departments to ensure the Harwich CWMP Development of Regional Impact Decision Document requirements are met as listed in the 9.22.16 letter from the Cape Cod Commission. Create a list and track plan submissions, contract deliverables, document requests and submissions to Cape Cod Commission, other legal and/or regulatory agencies.
- Coordinate Pleasant Bay Alliance activities as related to the Harwich Comprehensive Wastewater Management Plan.
- Develop and maintain a comprehensive Wastewater Information Library (hardcopy & electronic) as a community resource.

## **Financial**

- Report budget/spending accounts on a quarterly basis.
- Develop and maintain a financial database to document all identified grant opportunities and status of planned and ongoing grant/aid applications and deadlines. Coordinate with other town departments and establish a calendar of dates for each grant application submitted, completion, sign off, etc.
- Communicate financial concerns and questions received while working with the public to the WSC and Administration.

## **Reporting Structure**

- The Program Coordinator will report to the Harwich Town Administrator with dotted-line responsibility to work with the Wastewater Support Committee.

2/7/19



Friday, February 8, 2019	Article deadline – Warrant closes Noon deadline	Charter 2-2-1/Bylaw 1-101 2 <sup>nd</sup> Friday in February by 12:00 Noon
Monday, February 11, 2019	TA presents budget and budget message to B O S and Fincom	Charter 9-2-4/on or before the 2 <sup>nd</sup> Tuesday of February
Monday, February 18, 2018	MRSD School Vacation	
Tuesday, February 19, 2019	1 <sup>st</sup> draft Warrant to BOS (presented at meeting)	
Tuesday, February 19, 2019	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 25, 2019	BOS required to submit final budget to Finance Committee	Charter 9-3-2 / on or before the 4 <sup>th</sup> Tuesday of February
February 2019	MRSD to submit final line item budget to B O S and Fincom for inclusion in the ATM Warrant	
Saturday, March 2, 2019	Selectmen and Finance Committee Budget Presentations	
Monday, March 4, 2019	Joint budget/article hearing BOS/Finance Committee	
March, 2019	BOS reviews Warrant articles	
Monday, March 4, 2019	VOTE to sign <b>final</b> Annual Town Meeting Warrant	No new information or changes will be added to the Warrant after this date
Monday, March 4, 2019	Vote to open Special Town Meeting Warrant	All Special Town Meeting Articles must be received 40 days prior to STM
No later than Monday, March 18, 2019	Article funding review by B O S	
Monday, March 18, 2019	BOS votes Special Warrant BOS votes Ballot	
<b>not later</b> than Monday, March 25, 2019	FINCOM submits written recommendations on Budget/Warrant.  Joint budget /article hearing with B O S and Fincom reconcillation	Charter 9-3-3/by March 31 <sup>st</sup>
<b>Not later</b> than Monday, March 25, 2019	Fincom conducts one or more hearings on budget	Charter 9-3-3 by March 31 <sup>st</sup>
March 25, 2019	Ballot to Town Clerk	
Monday, April 1, 2019	Send Warrant to Printer Send Warrant to Chronicle <b>(April 18<sup>th</sup> publication)</b>	Printer needs 2 weeks. Chronicle needs 1 week before publish date
Monday, April 15, 2018	MRSD School Vacation	
Friday, April 19, 2019	Warrants available for public distribution	Charter 2-2-2/14 days prior to Town Meeting
Monday, May 6, 2019	First night of Annual Town Meeting and Special Town Meeting	Charter 2-3-1/1 <sup>st</sup> Monday in May
Tuesday, May 21, 2019	Annual Town Elections	Charter 8-1-1/3 <sup>rd</sup> Tuesday in May



HARWICH HARBORMASTER DEPARTMENT  
January 2019 Monthly Report

Operations

- Removed Seasonal channel and swim area buoys from Round Cove and Pleasant Bay.
- Used the on board pump-out system on 77A to assist with the dewatering of a 25' Cat boat that sank in its slip at Saquatucket Harbor (SAQ).
- Used the department's gas powered dewatering pump to dewater a fishing vessel at SAQ. The vessel had a shaft leak and the batteries went dead causing the bilge pumps to fail.
- Assisted the county dredge with moving dredge equipment.
- Towed an anchored and unmanned sailboat from 2 miles south of West Dennis Beach to SAQ at the request of the Coast Guard.

Administration

- Finalized Request for Proposal for lease of Snack Shack, approved by BOS.
- Drafted Annual Report for the department.
- Drafted memo of support for BOS consideration on the Ferry owners request to increase trip passenger limit from 80 to 99.
- Provided 3 year comparison for Town Report.
- Provided Barnstable County Contract to Accounting to obtain Purchase Order.
- Reached out to approx. 150 permit holders for outstanding Boat Excise Tax.
- Solicited three competitive quotes for (4) Artisan Sheds, awarded to Salt Spray Sheds.
- Provided Eastward Companies CO #29 to Accounting to update PO.
- Went to waitlist with open Round Cove and Wychmere Outer Harbor mooring permits.
- Processed 2 Transient slip reservations.

Maintenance

- Hauled and winterized 77A, 77B and 77C.
- Ice Eater buckets were put into operation in Saquatucket Harbor.
- Cleaned and painted seasonal buoys.
- Assembled shelving units at the SAQ workshop.
- Replaced the unloading winch at Wychmere Harbor.
- Began the process of moving into the new workshop at SAQ.

Meetings

- Met with TA on two occasions to finalize SAQ Snack Shack RFP
- Met with Police Chief to discuss potential active shooter drill on board the Ferry.
- Attended Dredge Advisory meeting to address the County Dredge schedule of projects and support needs.
- Held final progress meeting for SAQ Landside project.
- Attended Cape & Islands Harbormaster Assoc meeting.
- Met with TA, Finance Director & Community Center Director to discuss accounting of seasonal Artisan Shed lease revenue.
- WWC meeting (1/16), BOS meeting (1/22, 1/28)

## Training

- The Deputy Harbormaster completed the 400 hour Reserve Police Academy at the Plymouth County Sheriff's facility.
- Participating in the Monomoy HS Internship program, providing mentorship and training for a high school senior during the spring semester.
- The staff completed mandatory online Conflict of Interest Law training.



# TOWN OF HARWICH

## OFFICE OF THE TREASURER/COLLECTOR

732 MAIN STREET, HARWICH, MA 02645

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

Amy Bullock  
Treasurer / Collector

Nancy Knepper  
Assistant Treasurer/Collector

## Monthly Report to the Board of Selectmen

January 2019

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

### January Collections

	FY 2019	FY 2018
Tax/Water Collections:	\$10,966,550.47	\$9,481,962.93
Departmental turnovers:	\$1,572,604.50	\$1,264,815.46
<b>Total:</b>	<b>\$12,539,154.97</b>	<b>\$10,746,778.39</b>

### January Disbursements

	FY 2019	FY 2018
Accounts Payable	\$6,164,290.91	\$5,229,663.38
Payroll	\$1,310,040.70	\$1,207,570.56
<b>Total:</b>	<b>\$7,474,331.61</b>	<b>\$6,437,233.94</b>

Respectfully submitted,  
Amy Bullock, Treasurer/Collector