

## SELECT BOARD MEETING AGENDA\*

Donn B. Griffin Room, Town Hall

732 Main Street, Harwich, MA

Executive Session 5:15 P.M.

Regular Meeting 6:00 P.M.

Monday, July 24, 2023

### **Remote Participation Optional:**

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

<https://meet.goto.com/692768669>

You can also dial in using your phone.

Access Code: 692-768-669

United States: [+1 \(872\) 240-3311](tel:+18722403311)

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

### I. CALL TO ORDER

### II. EXECUTIVE SESSION

- A. Pursuant to G.L. c. 30A, sec. 21(a)(3) To discuss strategy with respect to litigation as the Chair has declared that an open session may have a detrimental effect on the litigating position of the Town. In addition to a general discussion of litigation matters, the following cases may be discussed: Bogen v. Guillemette, Chief of Police of the Town of Harwich; Town of Harwich Conservation Commission v. Smith; 3137, LLC, et al. v. Town of Harwich, et al.; Ember Pizza, Inc., et al. v. Town of Harwich, et al.; Ember Pizza, Inc., et al. v. Town of Harwich and ABCC; Port v. Harwich Local Licensing Authority; Seal Pub v. Harwich Local Licensing Authority; Hall's Path Enforcement; Jeffrey E. Jones, et al. v. Town of Harwich, et al.; Jones v. Harwich Board of Health and Town of Harwich; King and James M. Kelly v. Harwich Conservation Commission; King and Kelly v. Walter Diggs et al. and the Harwich Conservation Commission; Michael LeBlanc and Sheila LeBlanc, Trustees of the Radar Realty Trust v. Harwich Conservation Commission; McCourt, et al. v. Town of Harwich Zoning Board of Appeals, et al.; Novak v. Town of Harwich Conservation Commission; Walsh Brothers Building Company, Inc., et al. v. Harwich Conservation Commission, and Town of Harwich; Winston and Plunkett v. The Planning Board and the Royal Apartments LLC, et al Wise v. Harwich Planning Board
- B. Pursuant to G.L. c. 30A, sec. 21(a)(2) to conduct strategy sessions in preparation for negotiations with non-union personnel and to conduct contract negotiations with non-union personnel: Town Administrator

### III. PLEDGE OF ALLEGIANCE

### IV. PUBLIC COMMENTS/ANNOUNCEMENTS

### V. PUBLIC PRESENTATIONS/PUBLIC HEARINGS

- A. Public Hearing - Approve the Alteration of Premises application submitted by Cape Roots Market LLC d/b/a Cape Roots Market and Café location at 557 Route 28. Alteration consists of adding additional interior and exterior seating.

### VI. JOINT MEETING WITH THE SELECT BOARD AND BYLAW CHARTER REVIEW COMMITTEE

- A. Discussion on letter dated June 13, 2023, from Bylaw Charter Review Committee addressed to the Select Board

### VII. JOINT MEETING WITH THE SELECT BOARD AND TRAFFIC SAFETY COMMITTEE

- A. Discussion and possible vote to approve the Cross Street recommendation from Traffic Safety Committee
- B. Update, discussion and possible vote on the Route 39 and Chatham Road intersection projects

### VIII. CONSENT AGENDA

- A. Accept the resignation of Carole Ridley, Community Preservation Committee, effective immediately
- B. Vote to appoint Election Workers from names submitted by the Harwich Democratic and Republican Town Committees.
- C. Vote to appoint Noreen Donahue to the By-law/Charter Review Committee, term to expire 6/30/2024
- D. Vote to appoint Phyllis Thomason to the Recreation & Youth Commission, term to expire 6/30/2026
- E. Approve Select Board Meeting Minutes:
- July 10, 2023
  - July 17, 2023
- F. Vote to designate Kathleen Barrette Finance Director/Town Accountant as the American Rescue Plan Act (ARPA) Reporter relative to the Barnstable County ARPA Application Portal

### IX. NEW BUSINESS

- A. Discussion, per section 1.16 of the Harwich Liquor License Regulations, for the June 21, 2023, alleged noise violation for Lucky Labrador, Inc. d/b/a Perks located at 545 Route 28.
- B. Debrief on the Select Board Working Group held on July 17, 2023

- C. Vote to waive the Town’s Right of First Refusal for the sale of 17 Woody Glen Road formerly known as 140 Oak Street
- D. Update on new Watershed Permit Regulations by GHD and Water/Wastewater Superintendent
- E. Approve and authorize the Chair to sign a permanent easement totaling 760 Square Feet for MassDOT at Saquatucket Harbor for the sidewalk installation on Route 28
- F. Review and take action on G.L. c. 268A, Section 19(b)(3) Disclosure of Non-Elected Municipal Employee of Financial Interest – Emily Brutti, Planning Board
- G. Discussion on abutter complaint regarding Cranberry Valley Golf Course
- H. Vote to approve the following Special Permits:
  - 1. Harwich Chamber of Commerce – Event Permit for a Motorcycle Ride – Sunday, September 10, 2023, starting at 9:00 a.m. at Falmouth High School, 874 Gifford Street, Falmouth and ending at 11:00 a.m. at Cape Cod Regional Technical High School, 351 Pleasant Lake Ave
  - 2. Cape Cod Commercial Fisherman’s Alliance – One Day All Alcohol & One Day Entertainment Permit – Saturday, August 5, 2023, 5:00 p.m. to 10:00 p.m., 100 Oak Street. Recorded or live music outside

X. **OLD BUSINESS**

- A. Update from the Town Administrator on ongoing procurement status
- B. Update on the progress of the Intermunicipal Agreement with Cape Cod Technical High School

XI. **CONTRACTS**

- A. Authority to file document to execute for the Phase 3 project delegating Town Administrator to sign on behalf of the Town for the Phase 3 project
- B. Approve an Intermunicipal agreement with Barnstable County for administering the Public Health Excellence for Shared Services Grant
- C. Approve the contract with Atlantic Recycling Equipment, LLC for the purchase of two Municipal Solid Waste Trailers - \$205,000
- D. Vote to authorize the Chair to sign the Harwich Green Communities grant extension
- E. Discussion and possible vote to execute a Grant Agreement between the Town of Harwich and the Harwich Conservation Trust relative to the construction of the Cold Brook Ecological Restoration Project - \$1,500,000

XII. **TOWN ADMINISTRATOR’S REPORT**

XIII. **SELECT BOARD’S MEMBER REPORT**

XIV. **CORRESPONDENCE**

XV. **ADJOURNMENT**

*\*Per the Attorney General’s Office: The Select Board 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:**

\_\_\_\_\_  
Danielle Freiner, Executive Assistant

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

**Date:** \_\_\_\_\_  
July 20, 2023

# **PUBLIC HEARING**

LEGAL NOTICE  
TOWN OF HARWICH  
APPLICATION FOR ALTERATION OF PREMISES  
FOR LIQUOR LICENSE

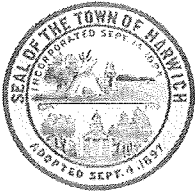
Notice is hereby given under Chapter 138 of the General Laws as amended that application has been made to this Board for an Alteration of Premises for the Annual, General On-Premises, Wines and Malt Liquor License now held by Cape Roots Market, LLC d/b/a Cape Roots Market and Cafe, Gabriel Leidner, Manager, 557 Route 28, Harwich Port. Applicant is seeking to alter premises to include additional indoor and outdoor seating. Site plans can be found at the Select Board's Office at Harwich Town Hall.

The Select Board will hold a hearing on the application on Monday, July 24, 2023 at 6:00 P.M. in the Donn B. Griffin Room at Town Hall, 732 Main Street, Harwich, at which time all interested parties will be heard. Remote access is also available, please see posted agenda for dial in information.

Select Board  
Local Licensing Authority

Cape Cod Chronicle  
June 29, 2023





# TOWN OF HARWICH PLANNING BOARD

Duncan Berry Chair, Craig Chadwick Vice Chair, David Harris, Mary Maslowski, Anne Clark Tucker and Emily Brutti, Members; Harry Munns, Alt. Member



## Certificate of Action Site Plan Special Permit Approval

Gabe & Brooke Leidner  
557 Route 28 – Unit 1  
Harwich, MA 02645

Dear Gabe & Brooke,

Please be advised that at a duly advertised, posted and noticed public hearing opened on June 13, 2023, the Harwich Planning Board (the 'Board') **voted unanimously to approve** with conditions a Modification of a Site Plan Special Permit (PB2019-47) in accordance with the Harwich Zoning Bylaw Sections 325-51 and 325-55 to allow for an expansion of seating to 30 indoor seats and 20 outdoor seats.

**Case No.:** PB2023-18

**Applicants:** Cape Roots Market & Cafe

**Location:** 557 Route 28; Assessor's Map 14, Block V9-203

**Owner:** 525 Camelot, LLC, 557 Route 28, Unit 101, Harwich Port, MA 02646

**Zoning District(s):** Village Commercial Overlay District and a portion of the RH1 District.

**Deed Reference:** Book 32189, Page 189

**Decision Date:** June 13, 2023

### SUMMARY OF PROCEEDINGS:

The public hearing on this matter was opened on Tuesday, June 13, 2023 at 6:30 PM in the Griffin Room at Town Hall as well as via remote participation using GoToMeeting. Due notice was given to all abutters within 300' of the Subject Property deemed affected as shown on the latest tax rolls of the Town, as well as the four abutting Towns and by publication in the Cape Cod Chronicle on May 25, 2023 and June 1, 2023. The plans were distributed to the Health Department, Conservation Department, Highway Department, Police, Fire and Water Departments for comments. Comments received by each were distributed back to the Applicants.

Acting and voting on the matter at the June 13, 2023 hearing were: Duncan Berry, Chairman, Craig Chadwick, Vice Chairman, David Harris, Mary Maslowski, Emily Brutti, Ann Clark Tucker and Harry Munns.

The Applicants presented the case to the Planning Board who reviewed the materials and asked for clarifications on some of the proposal, specifically, the parking plan. A letter of support was received by Richard Waystack of Avalon Sunset and Raveis Realty offering 10 additional parking spots in the lot behind the building after 5 PM. There was also a letter of concern sent by Bob Cohn of Pleasant Street. After accepting testimony from all parties having an interest in the case, the Board voted to close the public hearing. The vote was unanimous. The members then deliberated and reviewed the criteria for granting a Modification of a Site Plan Special Permit and a parking waiver in accordance with sections 325-51 and 325-55 of the Zoning Bylaw.

The decision in this matter is based upon the application, supporting documentation, public testimony and evidence provided at the hearing. Copies of the official records are located in the Planning Department files and are incorporated into the record by this reference.

### **Information Submitted**

- Form A and Narrative;
- Municipal Lien Certificate;
- Property owners authorization letter;
- Plan showing materials and layout dated 5-24-17;
- Floor plans dated 1-10-20 that show proposed additional outdoor seating;
- Floor Plans dated 11-18-19;
- Request for 3 Waivers;
- Abutters Application;
- Fee
- Project review memorandum from Paul Halkiotis, Town Planner dated 6/6/23.

### **Vote of the Harwich Planning Board**

On a motion from Ms. Maslowski with a second by Mr. Chadwick, the Planning Board voted unanimously (7-0) to adopt the following findings:

- (a) The use as developed will not adversely affect the neighborhood.
- (b) The specific site is an appropriate location for such a use, structure or condition.
- (c) The additional outdoor seating will all be on the street side of the building and will not create a nuisance or serious hazard to vehicles or pedestrians.
- (d) That to the extent that a parking waiver is necessary, there are additional spaces when
  - 1) The upper level residential units are vacant;
  - 2) Raveis Realty evening spaces are allocated as available;
  - 3) A public parking lot is located within 300' of the building.
- (e) Adequate and appropriate facilities will be provided for the proper operation of the proposed use. This includes the provision of appropriate sewage treatment facilities which provide for denitrification, when the permit granting authority deems such facilities necessary for protection of drinking water supply wells, ponds or saltwater embayments.

On a motion from Ms. Maslowski with a second by Mr. Chadwick, the Planning Board voted unanimously (7-0) to grant a Site Plan Review Special Permit in accordance with the requirements of the Code of the Town of Harwich Sections 325-51, 325-55 and MGL CH 40A sec 9 for the Cape Roots Market and Café, located at **557 Route 28**, Assessor's Map 14, Parcel V9-203 in the Village Commercial Overlay District and a portion of the RH1 District. The Board found that:

- (1) The additional outdoor seating will all be on the street side of the building and will not create a nuisance or serious hazard to vehicles or pedestrians.
- (2) That to the extent that a parking waiver is necessary, there are additional spaces when
  - 1) The upper level residential units are vacant;
  - 2) Raveis Realty evening spaces are allocated as available;
  - 3) A public parking lot is located within 300' of the building.

The following conditions apply:

### **Conditions of Approval**

1. The total number of seats at Cape Roots Market & Café will not exceed 50;
2. There shall be no more than 20 outdoor seats;
3. The outdoor seating shall not impede foot traffic on the sidewalk;
4. All previous conditions from earlier Special Permits apply except to the extent that those noted here supersede earlier conditions;
5. All signage shall comply with relevant portions of the Code of the Town of Harwich;
6. This Special Permit shall not take effect until a copy of the Certificate of Action, bearing the certification of the Town Clerk that twenty (20) days have elapsed after the filing of the decision and either that no appeal has been filed or that an appeal has been filed within such time period, is recorded in the Registry of Deeds and indexed under the name of the property owner of record and the parcel address.
7. This Special Permit shall lapse within two years, which shall not include such time required to pursue or await the determination of an appeal referred to in G.L. c. 40A, s. 17, from the grant thereof, if a substantial use thereof has not sooner commenced except for good cause or, in the case of permit for construction, if construction has not begun by such date except for good cause.
8. The proposed use shall operate in conformance with the submitted site plan and application statements referenced in the Decision and operations shall cease no later than 8PM with the premises being vacated by 9PM.
9. The Special Permit will run with the land, conditions of approval shall be binding on all future owners.

**IN FAVOR:** Mr. Berry, Mr. Chadwick, Ms. Maslowski, Mr. Harris, Ms. Brutti, Ms. Clark Tucker and Mr. Munns.

**OPPOSED:** None

\_\_\_\_\_  
Duncan Berry, Chairman

\_\_\_\_\_  
Date

Appeal from the above decision may be made pursuant to Massachusetts General Laws Chapter 40A, Section 17, within twenty (20) days of the date of filing hereof with the Town Clerk.

This Decision has been filed with the Town Clerk on:

\_\_\_\_\_

\_\_\_\_\_  
Town Clerk

This is to certify that twenty days have elapsed after this decision was filed in my office and no appeal has been filed.

Date filed: \_\_\_\_\_

Twenty Days Elapsed: \_\_\_\_\_

\_\_\_\_\_  
Town Clerk

cc: Emily Mitchell, Town Clerk  
Jack Mee, Building Commissioner  
Gail McAleer, Assessor

# Payment Confirmation

## YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

Your account has been billed for the following transaction. You will receive a receipt via email and via text message.



**Transaction Processed Successfully.**

**INVOICE #: 5ae29706-bc12-4f05-a4b9-9e88c90ef1ca**

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	Cape Roots Market and Cafe , <b>LLC</b>	\$200.00
		<b>\$200.00</b>

Total Convenience Fee: \$4.70

Date Paid: 3/29/2023 4:13:57 PM EDT

Total Amount Paid: \$204.70

**Payment On Behalf Of**

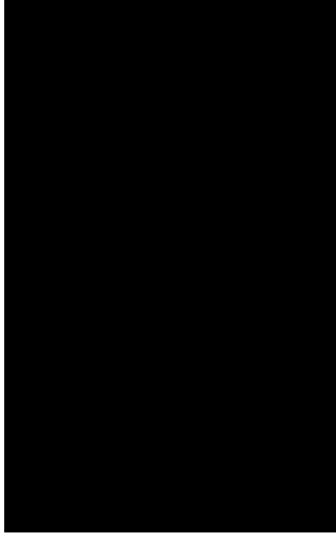
**License Number or Business Name:**  
Cape Roots Market and Cafe

**Fee Type:**  
FILING FEES-RETAIL

**Billing Information**

**First Name:**  
Gabriel

**Last Name:**  
Leidner

**Address:**  




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

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION  
 MONETARY TRANSMITTAL FORM

**AMENDMENT-Change or Alteration of Premises Information**

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

ECRT CODE: RETA

Please make \$200.00 payment here: **ABCC PAYMENT WEBSITE**

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN

STATE

ZIP CODE

For the following transactions (Check all that apply):

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

THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL

**Alcoholic Beverages Control Commission**  
 95 Fourth Street, Suite 3  
 Chelsea, MA 02150-2358

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

**AMENDMENT-Change or Alteration of Premises Information**

**Change of Location**

- Payment Receipt
- Monetary Transmittal Form
- Chg of Location/Alteration of Premises Application
- Financial Statement
- Vote of the Entity
- Supporting financial records
- Legal Right to Occupy
- Floor Plan
- Abutter's Notification
- Advertisement

**Alteration of Premises**

- Payment Receipt
- Monetary Transmittal Form
- Chg of Location/Alteration of Premises Application
- Financial Statement
- Vote of the Entity
- Supporting financial records
- Legal Right to Occupy
- Floor Plan
- Abutter's Notification
- Advertisement

**1. BUSINESS ENTITY INFORMATION**

Entity Name	Municipality	ABCC License Number
Cape Roots Market, LLC	Harwich Port	06269-GP-0506

Please provide a narrative overview of the transaction(s) being applied for. Attach additional pages, if necessary.

We are applying to raise our seating from 24 to 50.

**APPLICATION CONTACT**

The application contact is the person who should be contacted with any questions regarding this application.

Name	Title	Email	Phone
Gabe Leidner	owner		

**2. ALTERATION OF PREMISES**

**2A. DESCRIPTION OF ALTERATIONS**

Please summarize the details of the alterations and highlight any specific changes from the last-approved premises.

Outside we are adding 14 seats to our 6, totalling 20. Inside we are adding an 12 seats, totalling 30 seats inside. We're requesting to add 26 seats, going from 24 to 50 total seats.

**2B. PROPOSED DESCRIPTION OF PREMISES**

Please provide a complete description of the proposed premises, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

Cape Roots has 5736 square feet, on a single floor, with 5 rooms. (2 are restrooms) There are 6 tables in front of the building, totalling 20 seats. 4 four tops and 2 two tops. Inside there are 30 seats, an 8 seat bar, 5 seat bar rail, 3 two top tables, 2 four top tables, and 1 three top.

Total Sq. Footage	5736	Seating Capacity	50	Occupancy Number	100
Number of Entrances	3	Number of Exits	4	Number of Floors	1

## AMENDMENT-Change or Alteration of Premises Information

### 3. CHANGE OF LOCATION

#### 3A. PREMISES LOCATION

Last-Approved Street Address

Proposed Street Address

#### 3B. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

Total Sq. Footage

Seating Capacity

Occupancy Number

Number of Entrances

Number of Exits

Number of Floors

#### 3C. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises. (E.g. Deed, lease, letter of intent)

Please indicate by what means the applicant has to occupy the premises

Lease



Landlord Name

Paul Manning/Chris Henry

Landlord Phone

Landlord Address

Lease Beginning Date

21 July 2020

Rent per Month

Lease Ending Date

21 July 2030

Rent per Year

Will the Landlord receive revenue based on percentage of alcohol sales?



Yes



No



## APPLICANT'S STATEMENT

I, Gabriel Leidner the:  sole proprietor;  partner;  corporate principal;  LLC/LLP manager  
Authorized Signatory  
of Cape Roots Market, LLC  
Name of the Entity/Corporation

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

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

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

Signature: 

Date: 3/22/23

Title: Owner

**ENTITY VOTE**

The Board of Directors or LLC Managers of   
Entity Name  
duly voted to apply to the Licensing Authority of   
City/Town and the  
Commonwealth of Massachusetts Alcoholic Beverages Control Commission on   
Date of Meeting

For the following transactions (Check all that apply):

- Alteration of Licensed Premises
- Change of Location
- Other

“VOTED: To authorize   
Name of Person

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

A true copy attest,

  
\_\_\_\_\_  
Corporate Officer /LLC Manager Signature

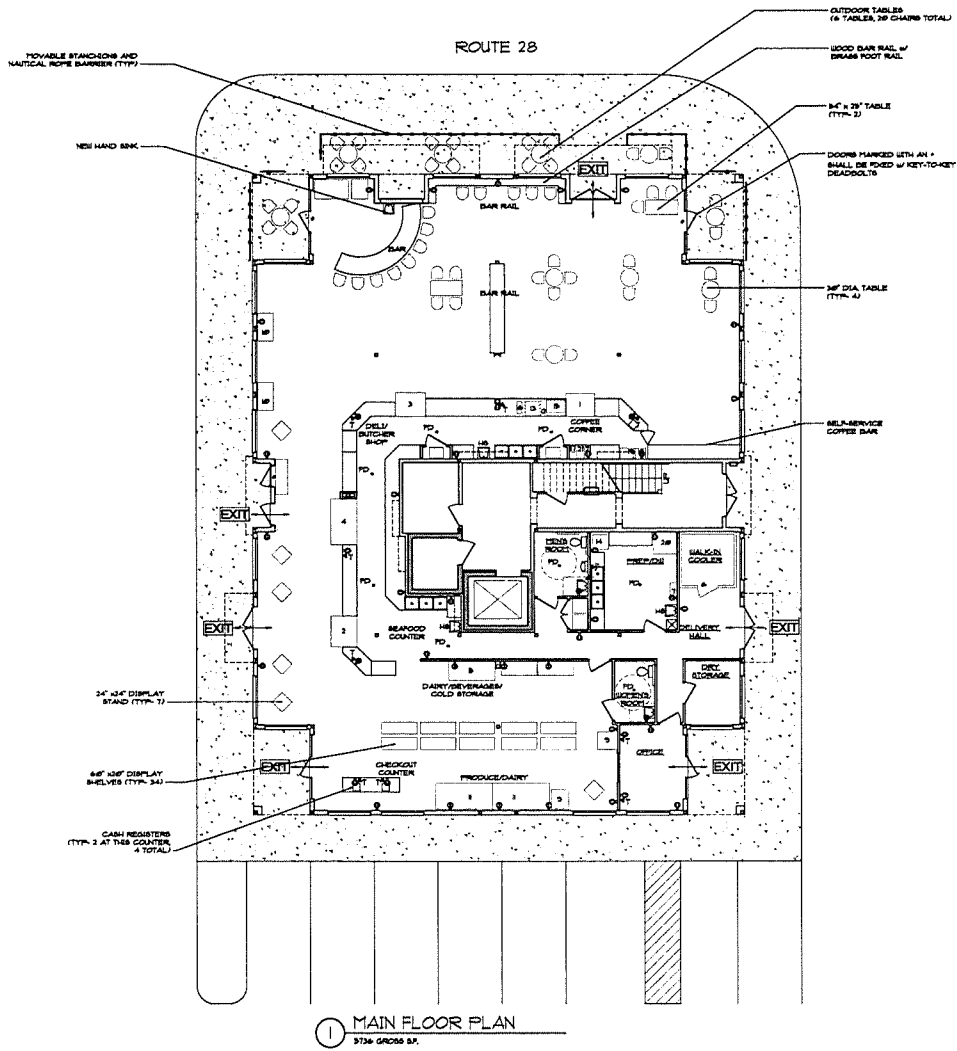
Gabriel Leidner  
(Print Name)

For Corporations ONLY

A true copy attest,

  
\_\_\_\_\_  
Corporation Clerk's Signature

Brooke Leidner  
(Print Name)



1 MAIN FLOOR PLAN  
3750 GROSS SF.

SEATING SUMMARY	
LOCATION	# OF SEATS
INDOOR TABLES	71
INDOOR BAR	8
BAR RAIL	8
OUTDOOR TABLES	20
TOTAL	86

**dBF**  
Associates  
Architects

P.O. Box 78  
Charlottesville, VA 22902  
(434) 977-2791  
(434) 977-0593 (FAX)

CAPE ROOTS  
HARTWICH, MASSACHUSETTS

NO DESCRIPTION DATE

REVISIONS  
FLOOR PLAN - SEATING TOTALS



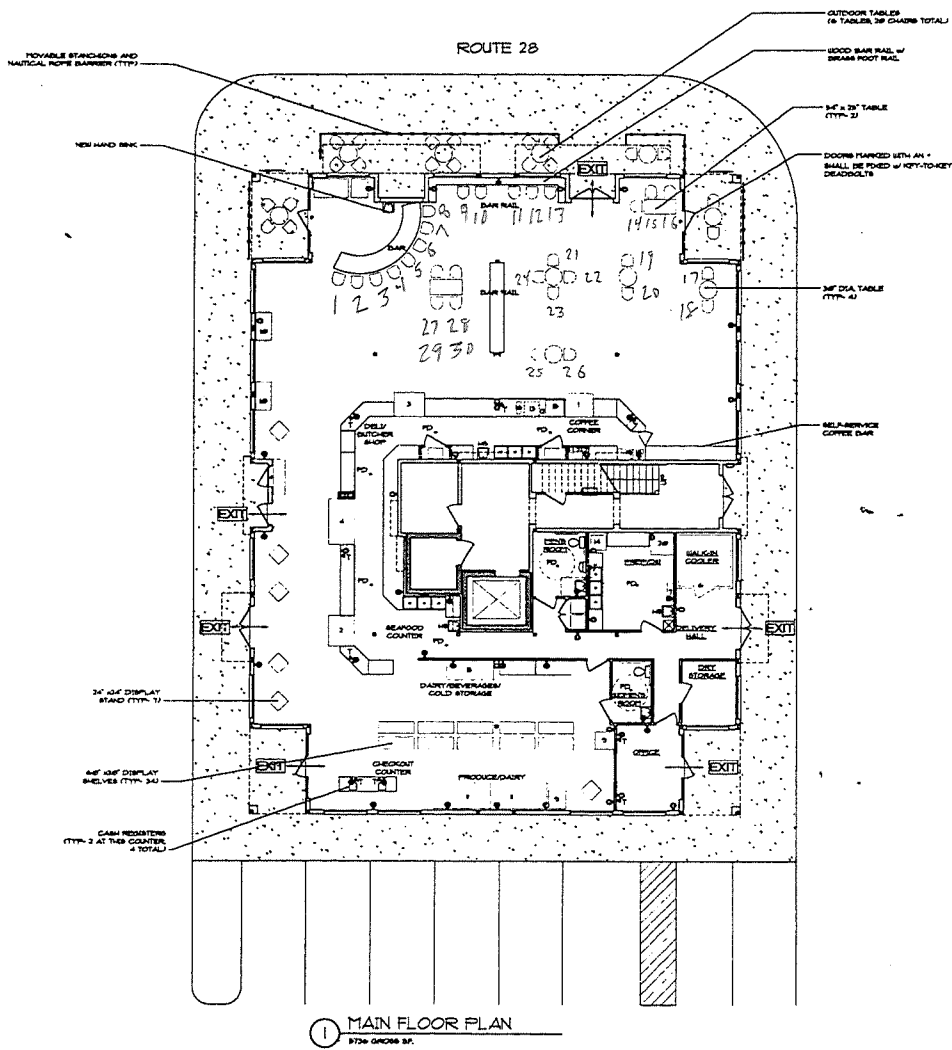
SCALE  
1/8" = 1'-0"

DATE 3-16-23  
DWN BY JOB  
CHECKED BY R.F.J.R.

PROJECT NO  
V2118

DRAWING NO

A1



1 MAIN FLOOR PLAN  
37th GREEN ST.

SEATING SUMMARY	
LOCATION	# OF SEATS
INDOOR TABLES	11
INDOOR BAR	8
BAR RAIL	5
OUTDOOR TABLES	30
TOTAL	54

**dBF**  
Associates  
Architects

P.O. Box 78  
Charlottesville, VA 22902  
(434) 977-2791  
(434) 977-0593 (FAX)

CAPE ROOTS  
HARWICH, MASSACHUSETTS

NO.	DESCRIPTION	DATE
REVISIONS		

FLOOR PLAN - SEATING TOTALS



SCALE  
1/8" = 1'-0"

DATE 3-16-23  
DWN BY JOB  
CHECKED BY R.J.F.R.

PROJECT NO  
V2118

DRAWING NO

A1

**JOINT MEETING**  
**WITH SELECT BOARD &**  
**BY LAW CHARTER**  
**REVIEW COMMITTEE**

June 13, 2023

Members of the Select Board  
Town of Harwich  
732 Main Street  
Harwich MA 02645



Dear Select Board Members,

As part of the Special Town meeting held in October 2022, Article 3 was passed as follows (with the language corrected through the motion)

*To see if the Town will raise and appropriate and/or transfer from available funds a sufficient sum of money to support a comprehensive review restricted to the Town's current Code which is comprised of the Harwich Charter, General Bylaws; and to act fully thereon.*

This article was also approved for funding in the amount of \$75,000. Additionally, the explanations in the warrant reference "a comprehensive review of the Harwich Charter..." and "revisions if needed in the formation of a new charter for the town...".

Clearly the assembled voters of the Town expect a full and comprehensive review of the Charter and the possible formation of a new charter.

According to MGL Title VII chapter 43B, Home Rule procedures, Section 10, "only an elected charter commission may propose any changes in the chapter relating in any way to the composition, mode of election or appointment, or terms of office of the legislative body...". There have been comments made during public meetings concerning a change to our open town meeting, our legislative body, and to the hiring of an outside consultant answering to the Select Board for this review.

The Bylaw/Charter Review Committee is charged with reviewing the Charter and submitting proposed amendments to the Charter (Chapter 7 section 16). The Committee requests that the Select Board assign the use of these funds and the ability to seek outside assistance directly to the Committee so that we may complete our obligations to the Town of Harwich as provided under the existing Charter. We would appreciate a response in time for our next meeting on August 8, 2023.

Sincerely  
Harwich By-law/Charter Review Committee  
Sandra Hall, Chair  
Linda Cebula  
Anita Doucette  
Deborah Semanta  
Carol Thayer

**JOINT MEETING**  
**WITH SELECT BOARD &**  
**TRAFFIC SAFETY**  
**COMMITTEE**

## TRAFFIC SAFETY COMMITTEE

### **Purpose**

Provide a forum to discuss resident, business and staff safety concerns, and provide recommendations and potential solutions. The Committee will provide citizens the opportunity to voice concerns and bring issues to the attention of town staff, and if appropriate, to the Board of Selectmen.

This Committee will report to the Town Administrator.

### **Scope**

The committee shall undertake the following:

1. Assist with the planning and design of improvements to roadways, intersections, sidewalks, bikeways and other transportation facilities, including streetscape improvements.
2. Review building site plans for public safety issues and concerns.
3. Address public safety issues that fall beyond the scope of or cannot be addressed by a single Town department.
4. Review for compliance to ADA regulations
5. Recommend priorities for improvements
6. Submit recommendations for changes to Harwich Traffic Regulations.

### **Procedures**

The Committee will hold periodic (at least monthly) meetings as necessary to accomplish the purposes set forth above.

### **Conduct**

The Committee shall post meeting notices and maintain minutes as required under open meeting law.

### **Interpretation**

The Selectmen may, from time to time consistent with law, confer on the Committee additional responsibilities relating to the work of the Committee. Any questions concerning the nature or scope of the Committee's authority shall be clarified by instructions from the Selectmen, and the Selectmen's directives in this regard shall be determinative.

### **Committee Composition**

The Committee shall consist of 5 or 7 members. The Town Administrator shall appoint three members, representing the public safety and other town departments as appropriate. Additionally the Board of Selectmen shall appoint two or four members of the public for three year terms. The first appointees by the Board of Selectmen shall be appointed for staggered terms.

### **Reports**

The Committee shall make periodic reports consistent with agreed milestones and action items from the work of the Committee. At appropriate times the Committee shall provide a status report to the Board of Selectmen.

### **Dissolution**

Upon recommendation from the Town Administrator, the Selectmen may declare that the Committee's functions have been fulfilled, and upon notice by the Selectmen to the Committee members, the Committee's responsibilities shall terminate. This Committee is formed for the exclusive purpose identified above.

**Date Adopted: June 30, 2014**



To Harwich Select Board members  
 From Linda Cebula, Traffic Safety Committee  
 Date July 11, 2023  
 RE Cross Street

At the public meeting of TSC this morning, after public discussion with community members and deliberation of the TSC members, TSC is proposing to the Select Board for consideration the following changes to Cross Street ( the section between Route 28 and Pleasant Street). Please note that the cost for these proposals is minimal. The vote to provide this information to the Select Board was unanimous.

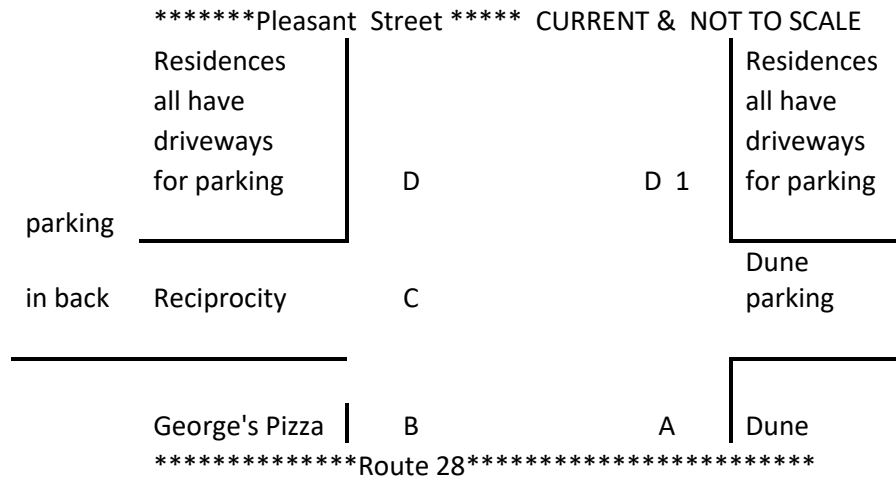
At A- change the 2 defined parking spaces to “Live & Delivery only”.

With only delivery trucks and the live parking for food pick-ups allowed, this should serve to alleviate the tight turn currently confronting vehicles as a vehicle turns onto Cross Street from Route 28.

At B and C- retain the 5 defined parking spaces but reduce the parking from 2 hours to one hour. This appears to be sufficient for shoppers and diners.

At D1-place No Parking signs from the Dune parking area to the end of Cross Street at Pleasant. This should assist in reducing the number of beach goers parking all day on Cross Street while easing the situation of vehicles traveling up and down Cross Street. This will place most of the parking on Cross Street to one side.

These changes are being proposed to enhance vehicle safety on a fairly narrow section of street.

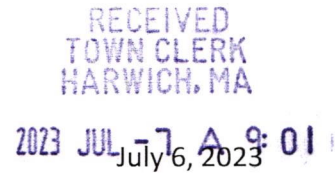
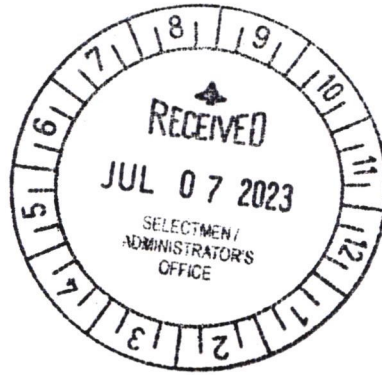


- A 2 parking spaces, no limits on time of use
- B 3 parking spaces. Two hour limits
- C 2 parking spaces, two hour limits
- D/D1 open street parking on public street

TSC welcomes the opportunity to discuss these proposals with the Select Board.

# **CONSENT AGENDA**

Harwich Select Board  
732 Main Street  
Harwich, MA. 02645



Re: Resignation from Community Preservation Committee

Dear Select Board Members:

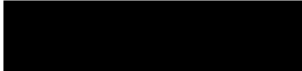
Please accept my resignation as a Select Board appointee to the Community Preservation Committee. It has been a pleasure to serve on the Committee the past two years, and I appreciate all that the CPC leadership and other members contribute to this important work on behalf of the Town.

Thank you for the opportunity to serve.

Sincerely,

A handwritten signature in cursive script that reads "Carole Ridley".

Carole Ridley



Cc: David Nixon  
Joe Powers

Raymond Gottwald, Chair  
Democratic Town Committee  
38 Huckleberry Path  
Harwich, MA 02645

RECEIVED  
TOWN CLERK  
HARWICH, MA

2023 JUL 10 A 11: 27

July 7, 2023

The Honorable Select Board  
Harwich Town Offices  
732 Main Street  
Harwich, MA 02645

To The Honorable Board of Selectmen:

As requested, and in accordance with Massachusetts General Laws, Chapter 54, Section 12, the Harwich Democratic Town Committee submits the following names of enrolled Democrats who desire to be Election Officers for a one-year period beginning September 1, 2023.

It is our understanding that the Board of Selectmen shall, not earlier than July 15, 2023, not later than August 15, 2023, appoint Election Officers for each precinct from this filed list, which has also been submitted to the Town Clerk and Board of Registrars.

Joyce E. Bearse	19 Squattom Road	Harwich
Charles Callahan	4 Woodbine Road,	Harwich Port
Joan Callahan	4 Woodbine Road,	Harwich Port
Joanne Clancy	118 Cemetary Road	Harwich
Elaine Dickinson	10 Hillcrest Drive,	Harwich
Mary Eagan	EchoWoods Road,	South Harwich
Leslie Flynn	54 Oak Street	Harwich
William Flynn, Jr	54 Oak Street	Harwich
Dorothy M. Harrington	19 VillageLane	Harwich Port
Christina Joyce	11 Wheaton Way	Harwich Port
Shirley Knowles	62 Oak Street	Harwich
Kathleen Muller	20 Hunts Lane,	Harwich
Kelly Porter	41 Azalea Drive	Harwich
Wilfrid Remillard	642 Queen Anne Rd	Harwich
Sandra Robinson	23 Catharine Rose Rd	Harwich
Marilyn Schlansky	28 Glenwood Drive	Harwich
Paul Schlansky	28 Glenwood Drive	Harwich
Donna Tavano	500 Route 28	Harwich Port
Susan Weinstein	21 Lake Street	Harwich

I will contact you if there are any additional names to be added to this list. Thank you for your consideration in this matter.

Respectfully submitted,

*Raymond C. Gottwald*

Raymond Gottwald, Chair  
Harwich Democratic Town Committee



Harwich Republican Town Committee  
P O Box 1374  
Harwich, MA 02645

RECEIVED  
TOWN CLERK  
HARWICH, MA

2023 MAY 19 A 9:53

**May 18, 2023**

**Board of Registrars  
Town of Harwich  
732 Main Street  
Harwich, MA 02645**

**Subject: List of Election Workers**

**Attached please find the List of Harwich Republican Town  
Committee Workers for 2023.**

**Best regards,**

**Peter Hughes, Chairman  
Harwich Republican Town Committee**

**Attachment**

5/18/23

2023 Republican Election Workers

Leonora Arneson	18 Wood Lilly Road	432-2645
John Babyak	18 Wilmas Way	203-829-6340
Ruth Barnett	18 Rainbow Way, Harwich	432-3648
Marna Bate	601 Route 28, Unit 108, Harwichport	508-246-6311
Alice Bonatt	30 Indian Trail, South Harwich	774-212-0988
Emily C. Brutti	28 Hill Crest, Harwich,	397-6233
Juell Buckwold	28 ocean St, South Harwich	432-1055
Eric Carroll	434 Lower County Road	432-9316
Gayle Carroll	434 Lower County Road	432-9316
Beth Climo	38 Cahoon Rd., Harwich	430-8324
John Eldredge	9 Forsythia Drive, Harwich	432-0965
Richard Gomes	15 Ridgevale Rd, So Harwich	432-1431
Jeffrey Hadley	29 Scotlin Way, Harwich	508-246-3893
Sandra Hall	24 Intervale Ln, Box 426, So Harwich	432-1963
Janet Kaiser	4 Spring Tide Lane, Harwich	432-3277
Ann Kaplan	154 Clearwater Dr, Harwich	432-9886
Barbara Madson	247 Church St, Harwich	432-2945
Joan McCann-Hartigan	2 Olkland Way, Harwich	781-534-5848
Beverly Millar	11 Carriage Lane, Harwich	432-3142
Sue Mills	138 Gorham Rd, Harwichport	432-9057
Sheila O'Toole (Eldredge)	990 Queen Anne Rd, Harwich	432-3459
Virginia Stark	105 Uncle Venies Rd Box 869 South Harwich	430-2632
Judith Sullivan	4 Paddock Road, Harwich	432-5526
Peter Switchenko	3 Riley Road, Harwich	978-835-9053
Carol Thayer	41 Long Rd, Harwich	432-9791
LuAnne Tribastone	19 Sugar Hill Dr, E. Harwich 02645	508-864-1005
Steven Tribastone	19 Sugar Hill Dr., E. Harwich 02645	774-239-7513
Roberta Winston	512 Route 28, Harwich Port	508-246-4109

## Recommendations from the Select Board Interview Committee

Following posted interviews held on Wednesday, July 11, 2023 we would like to recommend to the Board the following appointments:

<b><u>Applicant:</u></b>	<b><u>Vacancy</u></b>	<b><u>Term/Recommendation</u></b>
Noreen Donahue	By-Law Charter Review	Recommend appointment to full position; term to expire 6.30.24
Phyllis Thomason	Recreation & Youth Commission	Recommend appointment to full position; term to expire 6.30.26

Submitted by:  
Donald F. Howell  
Michael D. MacAskill



# CITIZENS ACTIVITY VACANCY FORM

*Volunteer Now – Serve Your Community*

Town government needs citizens who are willing to give time in the service of their community. The Citizens Activity Record program was adopted by the Selectmen as a means of compiling names of interested citizens to serve, on a voluntary basis, on Boards and Committees.

Activity records are being updated to include categories consistent with the changing needs of the Town. Indicate your order of preference and return this form to:

## CITIZENS ACTIVITY VACANCY FORM

### BOARD OF SELECTMEN

732 Main Street, Harwich, MA 02645

Name: Phyllis Thomason Street/P.O. Box: [REDACTED]  
Town/Zip: Harwich PA 02646 Telephone: [REDACTED]  
Email: [REDACTED] Occupation: Retired Registered Dietitian

(LIST IN ORDER OF PREFERENCE)

#### PLANNING AND PRESERVATION

- Agricultural Commission
- \*Board of Appeals
- Brooks Academy Museum Commission
- By-law/Charter Review Committee
- Community Preservation Committee
- \*Conservation Commission
- Cultural Council Committee
- Forest Committee
- Harwich Energy & Climate Action Committee
- Historic District and Historical Commission
- \*Planning Board
- Real Estate and Open Space Committee
- Traffic Safety Committee
- OTHER \_\_\_\_\_

#### OTHER

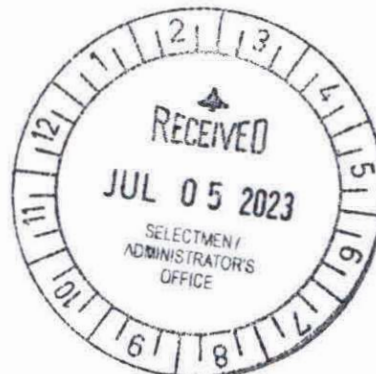
- Affordable Housing Trust
- \*Board of Assessors
- \*Board of Health
- Capital Outlay Committee
- Cemetery Commission
- Community Center Facilities Committee
- Constable
- Council on Aging
- Finance Committee
- Harwich Accessibility Rights Committee
- Harwich Housing Committee
- Herring Supervisor (Voluntary)
- Shellfish Constable (Voluntary)
- Treasure Chest Committee
- Voter Information Committee
- Youth Services Committee

#### RECREATION

- Bikeways Committee
- Golf Committee
- Recreation & Youth Commission
- Waterways Committee

\* Please include a resume with form

\*\*\*\*Please complete back of form.



## EDUCATIONAL BACKGROUND:

B.S. in Business Education, Bryant College

M.S. in Food and Nutrition, Framingham State University

## RELEVANT SKILLS:

I was an elected member of the Park, Recreation, Trees and Cemetery Commission in the Town of Wayland. The Commission's responsibilities included working with the Recreation Director coordinating different levels of youth, young adult, adult, and senior programs and leagues, including soccer, lacrosse, t-ball, softball, basketball, football, tennis, and beach programs, all within the limitations of finite, and much sought after, resources.

Being a Commission member, to me, means: being receptive to others' opinions and ideas; being a good listener; being a creative problem solver; and sometimes having to make difficult decisions.

## REASON FOR INTEREST IN COMMITTEE/COMMISSION/BOARD:

I worked within a hospital setting counseling people on weight management, and am educated in the value of physical activity for wellbeing, both physically and mentally. Harwich provides its residents of all ages many opportunities to participate in a variety of activities. I would like to be able to play a role in promoting what is already offered, assist in developing additional offerings, and be receptive to what the people of Harwich want. Since I have experience in this area, I feel being on the Recreation and Youth Commission would be a good way to give back to the community.

I was a year-round resident of Harwich in the 80's, weekended in Harwich for a number of years, and have been a year-round resident again since 2013. My children benefitted from participating recreation programs in Harwich, as have I, and feel my commission experience in another town may add an additional perspective.

Phyllis Thomason



Education: Bryant College  
B.S. in Business Education

Framingham State University  
M.S. in Food and Nutrition

Work Experience:

Self-employed potter  
New England Medical Center (now Tufts Medical Center)  
Department of General Surgery  
Obesity Consult Center  
Brigham and Women's Hospital  
General Surgical Specialties

Volunteer Work:

Share Our Strength, Nutrition Educator  
Elected to Park, Recreation, Trees, Cemetery Commission,  
Wayland, MA  
The Family Pantry of Cape Cod



# CITIZENS ACTIVITY VACANCY FORM

*Volunteer Now – Serve Your Community*

Town government needs citizens who are willing to give time in the service of their community. The Citizens Activity Record program was adopted by the Selectmen as a means of compiling names of interested citizens to serve, on a voluntary basis, on Boards and Committees.

Activity records are being updated to include categories consistent with the changing needs of the Town. Indicate your order of preference and return this form to:

## CITIZENS ACTIVITY VACANCY FORM BOARD OF SELECTMEN 732 Main Street, Harwich, MA 02645

Name: Noreen Donahue Street/P.O. Box: [REDACTED]  
Town/Zip: Harwich, MA 02645 Telephone: [REDACTED]  
Email: [REDACTED] Occupation: Retired - Financial Manager  
- Municipal Electric Utility Business Mgr

*(LIST IN ORDER OF PREFERENCE)*

### PLANNING AND PRESERVATION

- Agricultural Commission
- \***Board of Appeals**
- Brooks Academy Museum Commission
- By-law/Charter Review Committee
- Community Preservation Committee
- \***Conservation Commission**
- Cultural Council Committee
- Forest Committee
- Harwich Energy & Climate Action Committee
- Historic District and Historical Commission
- \***Planning Board**
- Real Estate and Open Space Committee
- Traffic Safety Committee
- OTHER \_\_\_\_\_

### OTHER

- Affordable Housing Trust
- \***Board of Assessors**
- \***Board of Health**
- Capital Outlay Committee
- Cemetery Commission
- Community Center Facilities Committee
- Constable
- Council on Aging
- Finance Committee
- Harwich Accessibility Rights Committee
- Harwich Housing Committee
- Herring Supervisor (Voluntary)
- Shellfish Constable (Voluntary)
- Treasure Chest Committee
- Voter Information Committee
- Youth Services Committee

### RECREATION

- Bikeways Committee
- Golf Committee
- Recreation & Youth Commission
- Waterways Committee

\* **Please include a resume with form**

\*\*\*\*Please complete back of form.

EDUCATIONAL BACKGROUND:

- \* U Mass Amherst, Bachelor of Arts program
- \* Multiple courses in computer skills and Finance

RELEVANT SKILLS:

- \* 22 years work in municipalities
- \* 7 years Harwich FinCom
- \* 2 yrs FinCom Liaison WIAC - Wastewater Implementation Advisory Committee (Comm disbanded - Charge complete)
- \* 4 yrs FinCom Liaison WIP - Wastewater Implementation Committee (Committee replaced by WW Support Committee)
- \* 1 yr Member - WSC - Wastewater Support Committee (Committee disbanded)
- \* 2 yrs Capital Outlay Committee
- \* Currently on Board of Water/Wastewater Commission
- \*\* Gained knowledge of many facets of Harwich Town government through working on these committees.

REASONS FOR INTEREST IN COMMITTEE/COMMISSION/BOARD:

I have been involved in discussions of aspects of the Charter and By-Laws for many years. The tenets of the Charter affect so many actions the Town must take.

With these issues coming up more often, it seems to be a good time to seek an official role.

**MINUTES  
SELECT BOARD  
HARWICH TOWN HALL  
MONDAY, JULY 10, 2023  
5:00 P.M. – EXECUTIVE SESSION  
6:00 P.M. - REGULAR MEETING  
REMOTE PARTICIPATION OPTIONAL**

**SELECTMEN PARTICIPATING:** Mary Anderson, Julie Kavanagh, Jeffrey Handler, Donald Howell and Michael MacAskill

**ALSO PARTICIPATING:** Town Administrator Joseph F. Powers

**CALL TO ORDER**

Ms. Anderson called the meeting to order at 5:00 p.m.

**Mr. Handler moved that the Select Board enter into executive session to discuss the items as listed below, 2<sup>nd</sup> by Mr. Howell. The vote was 5-0-0 with Ms. Anderson, Ms. Kavanagh, Mr. Handler, Mr. Howell and Mr. MacAskill all voting aye by roll call.**

**EXECUTIVE SESSION**

A. Pursuant to G.L. c. 30A, sec. 21(a)(2) to conduct strategy sessions in preparation for negotiations with non-union personnel and to conduct contract negotiations with non-union personnel: Town Administrator

B. Pursuant to MGL c.30A section 21 (a)(3) to discuss with respect to collective bargaining for all town unions and the Chair has determined that open session would have a detrimental effect on the town's bargaining position; Harwich Employees Association (HEA)

Ms. Anderson stated that the Select Board would be going back into Executive Session at the conclusion of the open meeting and will not be returning after that.

**PUBLIC COMMENTS/ANNOUNCEMENTS**

Harwich Fire Association member Norm Clarke was present and reported that the project at 203 Bank Street is well underway. Harwich Fire Association has partnered with Channel 18 and will be doing a series every 2 weeks that will show the progress of the project and will work to inform people on what is going on with Michael Lach and the Harwich Conservation Trust property, as they are partners in this project. Episode 1 of the series is up and running and episode 2 should be ready in another week or so.

Elizabeth Harder, Harwich Delegate to the Barnstable County Assembly of Delegates was present. The Assembly will be asking to do a charter change which will hopefully appear before everyone on next year's ballot. The change includes cleaning up language where there were discrepancies. As it gets closer, Ms. Harder will let everyone know exactly what the proposed changes are and copies will be released. The other update was to provide residents about the AQUA Fund program through Barnstable County. This fund is for those who need to have a new septic system installed or those that will be hooking into the sewer system. This program is a way for folks to get a loan for any sewer or septic projects with either a

0%, 2% or 4% interest rate based on their income. If anyone requires assistance, they can contact Barnstable County or Ms. Harder.

Community Center Director Carolyn Carey was present. on July 11, 2023 at 5:30 p.m., there will be a talk about how domestic dogs relate with the wolf. Ms. Carey stated that they have 25 of the 35 yard sale spots already signed up for. Ms. Carey invited everyone to come visit Pebbles the Snake at the Community Center. Materials are available at the Community Center for people to contribute to the rock snake. On August 3, 2023, Jungle Jim will be at the Community Center doing balloon magic. On August 12, 2023, there will be a talk at the Community Center about the cause of breast cancer on Cape Cod.

A. Select Board Open Hours July 20th 5:30-7:30 p.m. at Brooks Free Library. Jeff Handler and Mary Anderson will be available to listen to people's thoughts or concerns. No appointments needed

Mr. Handler and Ms. Anderson will be offering Select Board open hours on July 20, 2023 from 5:30 p.m. to 7:30 p.m. at Brooks Free Library. No appointments are needed and everyone is welcome.

### **CONSENT AGENDA**

A. Approve Select Board Meeting Minutes for June 26, 2023

**Mr. Handler moved to approve the Select Board meeting minutes from June 26, 2023, 2<sup>nd</sup> by Mr. Howell and approved 5-0-0.**

### **NEW BUSINESS**

A. Affirm the appointment of Carrie Schoener as the Health Director

Mr. Powers presented the appointment of Carrie Schoener as the next Health Director for the Town of Harwich. Ms. Schoener has been with the town for several years and came to Harwich with more than a decade of experience in public health. Ms. Schoener holds several certificates relative to the health field and has received both her Registered Sanitarian and Certified Health Officer certifications, pending notification from the State. Ms. Schoener also holds a Bachelor of Science in Environmental Science.

Mr. Howell stated that for him personally, until he can get his head wrapped around the employee turnover that is happening in Harwich, he does not plan on voting for this or any other department confirmation in the future. Mr. Howell did say that he has heard a lot of nice things about Ms. Schoener and that she will be an excellent Health Director.

**Mr. Handler moved to affirm the appointment of Carrie Schoener as the Health Director, 2<sup>nd</sup> by Mr. MacAskill and approved 4-0-1 (Howell abstained).**

B. Discussion on Select Board priorities

Ms. Anderson provided the Select Board with a one-page document regarding Select Board priorities. She asked that board members review the information to make sure that nothing was missed. The items with the \* are those that members had suggested would make good working session topics.

Ms. Kavanagh would like to see forward movement on zoning topics as they will take some time for the Select Board to focus on what they are trying to drive and then to get discussions to the Planning Board to hold public hearings to set them on their way. Ms. Kavanagh feels that timing on zoning is important.

Mr. Howell agreed with Ms. Kavanagh. He feels that there may have been a misunderstanding from previous discussions where topics were brought up without getting into any depth. The Select Board was talking about having the ability to modify larger existing houses where more bedrooms would not be created and wouldn't stress the septic systems. Discussions were mostly about some of the old captains houses where one person might not be financially able to refurbish the home, but if a group of people got together and the house would have the same footprint, same lot coverage and same number of bedrooms. These would not necessarily be for affordable housing, but more for middle class housing. He wanted to be clear that we are not trying to cram all kinds of boarding houses into the public.

Mr. MacAskill feels that Ms. Anderson did a great job capturing what the Select Board had discussed. He added that he would send Ms. Anderson his thoughts on some items for more depth.

Ms. Anderson asked if the Select Board wanted to take on zoning discussions for their next working session and if expertise should be brought in for the session. Mr. Howell responded that Duncan Berry would be a good resource. Ms. Kavanagh suggested also bringing in the Zoning Board of Appeals. Ms. Anderson said that she would reach out to both the Planning Board and Zoning Board of Appeals Chairs.

Ed McManus was present and feels that it would be nice if the Local Planning Committee would be notified so they can be updated on discussion. Mr. MacAskill noted that if they would plan on attending with a quorum, that they would need to post a meeting agenda. Mr. Handler suggested that the LPC could send a member or 2 to keep the discussion simple.

Elizabeth Harder suggested including Jon Carey who has been developing property in West Harwich. Ms. Harder has learned a lot from Mr. Carey about the zoning challenges that he has been facing.

Mr. Howell stated that meeting attendees can sit and listen to the discussion, but that no votes would be taken. Any information would have to come back to a public meeting.

C. Discussion and confirm next Select Board Working Group Session will be Monday, July 17, 2023, 6:00 p.m.

Ms. Anderson reminded the public that the next Select Board Working Group Session will be held on July 17, 2023, at 6:00 p.m.

D. Approve a new 2023 Annual Common Victuallers license – Capeside Kitchen Family d/b/a Capeside Kitchen – 537 Route 28

**Mr. Handler moved approve a new 2023 Annual Common Victuallers license – Capeside Kitchen Family d/b/a Capeside Kitchen – 537 Route 28, 2<sup>nd</sup> by Mr. Howell and approved 5-0-0.**

E. Approve a new 2023 Junk Dealer license for Aruaam, LLC d/b/a Harwich Antique Center, 10 Route 28

**Mr. Handler moved approve a new 2023 Junk Dealer license for Aruaam, LLC d/b/a Harwich Antique Center, 10 Route 28, 2<sup>nd</sup> by Mr. Howell and approved 5-0-0.**

F. Approve a Special Permit application for one day entertainment and one day wines and malt license for Reciprocity Artisans Market, 4 Cross Street, Monday, September 4, 2023, 4:00 p.m. to 7:30 p.m., live/recorded music outside



**Mr. Handler moved to approve a Special Permit application for one day entertainment and one day wines and malt license for Reciprocity Artisans Market, 4 Cross Street, Monday, September 4, 2023, 4:00 p.m. to 7:30 p.m., live/recorded music outside, 2<sup>nd</sup> by Mr. Howell and approved 4-0-1 (MacAskill abstained).**

G. Approve the following Special Permit applications for Harwich Cranberry Festival, event to be held at 204 Sisson Road;

1. One day wines and malt permit – July 13, 20, 27, 2023 and August 3, 10, 17, 24, 31, 2023 – 6:00 p.m. to 9:00 p.m.
2. One day wines and malt permit – September 16, 2023, 12:00 p.m to 7:00 p.m. and September 17, 2023, 12:00 p.m. to 3:00 p.m.

Bob Weiser was present and pointed out that the August 31<sup>st</sup> date on the first request is incorrect and that it should read September 1. He also noted that the location for the second request should be 100 Oak Street at the Community Center. Mr. Powers responded that on the first request, August 31 was listed at the last date of the event series.

Ed McManus was present and stated that this has always been a Thursday series and that the incorrect date was an oversight on his part. It should be September 1, 2023. He did put the correct address of 100 Oak Street on the application for the second request.

**Mr. Handler move to approve the following Special Permit applications for Harwich Cranberry Festival, event to be held at 204 Sisson Road; 1. One day wines and malt permit – July 13, 20, 27, 2023 and August 3, 10, 17, 24, and September 1, 2023 – 6:00 p.m. to 9:00 p.m. 2. One day wines and malt permit – September 16, 2023, 12:00 p.m. to 7:00 p.m. and September 17, 2023, 12:00 p.m. to 3:00 p.m. at 100 Oak Street, Harwich Community Center, 2<sup>nd</sup> by Mr. MacAskill and approved 5-0-0.**

Relating to a previous discussion regarding the upcoming Select Board working group session about zoning, Mr. McManus stated that the Local Planning Committee will be sending delegates to the meeting.

H. Discussion and possible vote to approve the waiving of the Treasure Chest Sticker fee for the Treasure Chest Volunteers

Mr. Handler is the liaison to the Treasure Chest and stated that the Chair of the Treasure Chest has requested that this topic be on the agenda for discussion.

Ellie Gerson, Chair of the Treasure Chest Committee was present. Ms. Gerson stated that before COVID, when she was a volunteer at the Treasure Chest, there was a precedence in place that volunteers got a free sticker. When the Treasure Chest was re-opened after COVID, the precedence was carried forward and volunteers were given a free sticker. When this was brought to the DPW Director's attention this year, Mr. Hooper said that the decision would be up to the Select Board at this point. Ms. Gerson stated that the Treasure Chest does have some volunteers that are not residents of Harwich.

Mr. MacAskill stated that there is a cost to us doing business and a cost to produce the stickers. He does not understand why volunteers would need a sticker if they were working and can go past the gatehouse and come in. This sticker would be for when they are not volunteering. As he is with all other fees, Mr. MacAskill stated that he is against giving away anything and that this would set a precedence for other committees to come forward and make similar requests. Mr. MacAskill asked Mr. Powers to look into

how free stickers were given out to volunteers in the past. Mr. Powers responded that he would have to research with staff.

Mr. Howell said that the reason that the sticker program was stated in the first place was to have some kind of control because the Treasure Chest was being swamped by people from other towns. The \$5.00 fee was symbolic and to cover our cost for issuing the sticker itself. Mr. Howell said that he would be in favor of granting the waiver request. He asked how many stickers are being talked about. Ms. Gerson responded approximately 15 stickers.

Ms. Kavanagh agreed that if the people are already volunteering, they can get items anyways while at the Treasure Chest. While she is not opposed to the request, she is not sure that it is necessary.

Mr. Handler would like to know from Mr. Powers if there are any other situations like this currently. Mr. Powers responded that there are none like this to his knowledge. The closest thing would be that the town, through bargaining agreements, offers non-resident employees the ability to purchase stickers at the town rate. Mr. Handler asked if granting this waiver would open us up to anything. Mr. Powers responded that he is always focused on liability. Given the low dollar value of the sticker, he doesn't see concerns about ethical considerations. Mr. Powers did agree with Mr. MacAskill comments about setting a precedence. If you grant a waiver for this group, then others can come forward and it might be a bigger deal.

Ms. Anderson stated that she has managed 650 volunteers and that you need to be careful that you don't do something for one group and not for others. She is concerned about giving a "perk", admittedly a small one, to a small group, especially when they can shop while they are volunteering.

Mr. MacAskill said that it is not about the \$75.00, that it is more about a precedence. We have a lot of volunteers in Harwich that we don't give anything to. The volunteers at the Treasure Chest don't need a sticker when they are working. He warned that the Board would need to be prepared for other groups to come forward if this waiver request gets approved.

Ms. Gerson stated that she would support whatever the Select Board votes and that the Treasure Chest volunteers would keep doing their job. Ms. Gerson noted that the new stickers are great but wondered if there would be a way for the Select Board to say that the stickers must be affixed to the windshield. People show up to the Treasure Chest holding their sticker. Mr. Howell responded that the whole point of the sticker system is to control who comes in and to make sure that they are from Harwich. It blows up if they are holding the sticker and voids the reason for the sticker. Ms. Gerson responded that the Treasure Chest volunteers will enforce the stickers with their own muscle.

**Mr. Howell moved to approve the waiving of the Treasure Chest Sticker fee for the Treasure Chest volunteers. No 2<sup>nd</sup> was heard. Motion failed and no action taken.**

Mr. Powers stated that he is not sure if sticker placement is part of the policy but noted that it could be accomplished administratively.

### **OLD BUSINESS**

A. Town Administrator to provide an update on the disposition of 276 Queen Anne Road

Provided in the packet is a memo from Assistant Town Administrator Meggan Eldredge that gets to the question of the disposition of 276 Queen Anne Road. Where we are at now is asking for instruction or guidance from the Select Board on whether the town should be issuing an invitation

for bid or going with a request for proposals. The Select Board should decide if they wish to structure this as a Request for Proposals or an Invitation for Bids. In other words, should the property be sold to the proposer offering the highest bid or should there be additional evaluation criteria. If additional criteria are desired, please discuss what that is. Examples of additional criteria include use restrictions such as affordable housing, recreation, or open space.

Mr. Howell said that one of the points of doing this is that Harwich has a small commercial district for industrial zoning as compared to other towns. The other point is to put this parcel back into the inventory so there is tax paying and jobs created. As long as he is assured that it is being offered as a commercial property, he is satisfied that there shouldn't be any conditions other than what the person will pay for the property. Mr. Howell stated that he wants to be sure that this is sold as a commercial property.

Ms. Anderson pointed out that this parcel is zoned as Industrial Limited. Ms. Kavanagh noted that IL is slightly different than commercial. Mr. Powers reviewed the description of the property as outlined in the document provided.

Mr. MacAskill asked why we wouldn't be able to do a bid for commercial or industrial use. In his opinion, he would like to keep this as simple as possible to get top dollar. Mr. Powers responded that it might be helpful to look at the zoning use regulations to see what is allowed in this zone.

Ms. Anderson agreed with Mr. MacAskill about getting top dollar.

Ms. Kavanagh stated that if we moved forward with an RFP, that she would agree that commercial industrial use is important. She added that if an apartment were to be added over the commercial building, it would help someone in town with housing and finished by saying that she is most concerned with price.

Mr. MacAskill said that what we are talking about is real estate sale. This lot is acreage for sale that has already been cleared. Because it is such a unique piece of property, he would not want to see the town tie anyone's hands who would be looking to open at business at the location. He is not sure that the Board should be fighting for any more housing on Queen Anne Road.

Elizabeth Harder was present to speak as a citizen and did not disagree with Mr. MacAskill's comments about housing, adding that not every place is meant for housing. What is most concerning to her is that the property will go to the highest bidder and that there will be no upfront knowledge about what type of business would be operated at the location. Ms. Kavanagh responded that the property use would be protected by the zoning bylaw.

Mr. Powers said that if the Select Board would like to go forward with an invitation for bid, language can be added to the document to say that the town anticipates the use of the property to be consistent with zoning regulations, commercial and industrial purposes. To go any further, we would be running the risk of creating criteria for evaluation with is an RFP and would elongate the process.

Mr. Howell said that all we are looking for is to take the industrial limited definition and incorporate that has an end point in the information for bidders.

Ms. Anderson asked to confirm that there is nothing would stop the town from walking away if unsatisfactory proposals are received. Mr. Powers confirmed that the town can walk away.

Mr. Howell asked that Mr. Powers find a way to incorporate a reference to industrial limited in the documents. Mr. MacAskill added that industrial encompasses commercial.

Mr. Handler said that his vote would be for a formal invitation for bid.

Ms. Anderson asked if the Board would need to create a minimum bid. Mr. Powers responded that the town would need to decide on a minimum value.

Mr. MacAskill suggested a value of \$950,000. Ms. Kavanagh agreed and added that having the ability to build bays in this location is worth a lot of money.

Mr. Howell said that while he agrees that price would be what the property is worth, he is not sure that it would be worth putting the number in. He noted that the town can reject anything and that he is most interested in the speed of getting the information out to the public.

**Mr. MacAskill move that the Select Board approve an invitation to bid for 276 Queen Anne Road, to include the added language of Industrial Limited, with a minimum value of \$950,000 to be considered, 2<sup>nd</sup> by Mr. Howell and approved 5-0-0.**

Mr. Powers briefly reviewed the edits that will be made to the invitation document.

Mr. MacAskill for timing on next steps and how this would be advertised. Mr. Powers responded that the proposal date would be August 29, 2023 at 2:00 p.m. and questions would be due by August 21, 2023. He will be running the revised document by Counsel. The earliest that the invitation would be advertised would be next Thursday. Mr. Powers anticipates being able to report back to the Board at their first meeting in September.

Mr. MacAskill asked how this could be locally advertised to reach a broader group. Mr. Powers responded that there is an obligation to meet the procurement standards and adhere to the Commonwealth's responsibilities. Beyond advertising in the Cape Cod Chronicle, there are several ways that this could be advertised, including the Town of Harwich website and Town of Harwich social media. All information distributed would lead back to the Town of Harwich website for information. Mr. MacAskill wondered if this could be distributed to realtors. Mr. Powers responded that in theory, yes it could be distributed to them, but he would need to refer to Town Counsel. He also thinks that there would be value in a media campaign. Mr. MacAskill said that he would support a proposal on a media campaign and asked what it would cost and what it would look like. He also wondered about having it on MLS as well to gain more exposure.

Harwich Chamber of Commerce Executive Director Cyndi Williams was present and said that their new website is launching on Saturday. There is a special page on the website that deals with town departments and things that are happening. She said that she would be happy to help if needed.

Mr. Howell said that no one reads commbuys or the legal ads all day. If you are going to be talking about a commercial developer, it is more likely that they would be looking at a media campaign or the chamber.

When referencing a media campaign, Mr. Powers meant it to be free media as a campaign. Through it all, if there are any 3<sup>rd</sup> parties or others that are interested, the town would continue to provide the URL linking to the Town of Harwich website. Ms. Anderson said that the URL could be available at the Board's next meeting.

Mr. Kavanagh isn't sure that the property can be listed on MLS.

### **CONTRACTS**

A. Discussion and possible vote to authorize the Chair to execute a contract for dog impoundment services with the Animal Rescue League - \$7,000

**Mr. Handler moved to authorize the Chair to execute a contract for dog impoundment services with the Animal Rescue League - \$7,000, 2<sup>nd</sup> by Mr. MacAskill and approved 5-0-0.**

### **TOWN ADMINISTRATOR'S REPORT**

Mr. Powers thanked the Select Board for their support in taking most recent time off. Both he and his family had a wonderful vacation. Mr. Powers also thanked his immediate staff Danielle Freiner and Patience Smith-Caberera and especially Assistant Town Administrator Meggan Eldredge who did a great job of standing in for him.

### **SELECT BOARD'S MEMBER REPORT**

Mr. Handler thanked the Harwich Fire and Harwich Police Departments for the job that they did over the July 4<sup>th</sup> holiday. He noted that it was comforting to see them out doing what they do so well. Mr. Handler recognized Chamber Executive Director Cyndi Williams for the work she did on Music in the Port on Wednesday night. Mr. Handler also thanked the Administration staff for their hard work while Mr. Powers was out of the office.

Ms. Anderson also complimented the Administration staff for their hard work.

### **CORRESPONDENCE**

No correspondence was discussed.

### **ADJOURNMENT**

**Mr. Howell moved that the Select Board recess their open meeting in order to re-establish Executive Session and that the Board would not be returning after their adjournment, 2<sup>nd</sup> by Mr. Handler. The vote was 5-0-0 with Ms. Anderson, Ms. Kavanagh, Mr. MacAskill, Mr. Howell and Mr. Handler all voting aye by roll call.**

Respectfully submitted,  
Jennifer Clarke  
Recording Secretary

**WORKING GROUP MINUTES  
SELECT BOARD  
DONN B. GRIFFIN ROOM, TOWN HALL  
732 MAIN STREET, HARWICH, MA  
WORKING GROUP SESSION 6:00 PM  
MONDAY, JULY 17, 2023**

**MEMBERS PARTICIPATING:** Mary Anderson ,Chair, Julie Kavanagh, Vice Chair, Jeff Handler, Clerk and Michael MacAskill

**ALSO PARTICIPATING:** Joseph F. Powers, Town Administrator, Planning Board Chair Duncan Berry, Local Planning Committee Member Margo Fenn & Zoning Board of Appeals Chair Brian Sullivan

**CALL TO ORDER:** Madam Chair called the meeting of the Harwich Select Board to order at 6:01 p.m. on Monday, July 17, 2023

**I. Discussion on the following items related to potential zoning changes to increase housing in the Town of Harwich, but not limited to:**

**1. Converting single dwelling homes to three-unit homes**

Mr. Sullivan educated the group on By-Law 325-51 and described “non-conforming lots” and the “40,000 square foot lot size” as it relates to 1 & 2 and multi-family units.

Ms. Fenn brought up the issue of intensification of use on a single lot that previously had a single-family home. Mr. Berry added with beware of smaller neighborhoods and that this may not be appropriate in certain areas. Public complaints should also be considered as to the impact and if this could be a detriment to the neighborhood position.

Ms. Anderson asked how progress can be made. The consensus was to identify areas where this may be appropriate and have more conversations.

**2. Apartments over commercial buildings**

Mr. Berry brought up the Village Overlay concept and how all of Harwich’s villages must be looked at independently of each other.

Ms. MacAskill made a point that both Harwich Port and Harwich Center are currently at capacity or close to it regarding units above commercial buildings. Further, he mentioned that we should focus on East Harwich. The group thought this idea could help with the housing issue and agreed that more discussion is needed.

**3. Vail Deed Restriction**

July 17, 2023

An explanation was given by Ms. Anderson and all at the table were in support of more information being gathered but felt that it may have merit for Harwich.

#### **4. Air BnB restrictions in Commercial zoning**

Mr. MacAskill stated that personal property rights need to be considered.

Mr. Handler stated that Harwich needs to wrap their arms around this, and gain some control.

Mr. MacAskill would like to wait and see the level of success in Chatham and Orleans, who are implementing a registration process, which should take about 1 year.

#### **5. Any other items related to zoning II. Discussion on proposed topics for future working sessions and discussion on future dates**

Mr. Berry asked what the goals are for Harwich. One suggestion was cleaning up the language of the Zoning By-Laws. Ms. Fenn added zoning changes and that our vision must be in lockstep.

#### **ADJOURNMENT**

**The working session of the Select Board adjourned at 7:33 p.m.**

Respectfully submitted,

Jeffrey Handler  
Clerk  
Harwich Select Board

July 17, 2023

# **NEW BUSINESS**





**HARWICH**Police  
DEPARTMENT  
183 Sisson Road, Harwich, MA 02645  
Tel 508-430-7541 Fax 508-432-2530



DAVID J. GUILLEMETTE  
Chief of Police

KEVIN M. CONSIDINE  
Deputy Chief

## Memorandum

**TO:** Select Board

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

**DATE:** June 22, 2023

**SUBJECT:** Potential Entertainment License Violation at Perks

Members of the Board:

Attached please find a police report regarding a potential noise / entertainment violation that occurred at Perks on 6/21/2023. I will leave it to the Board's discretion as to whether a hearing is required. It appears to be a clear violation of Liquor Licensing Regulations section 1.09 paragraph e (found on page 12), but it also appears to be unintentional on the part of the establishment.

Please do not hesitate to contact me should you have any questions.

NOISE COMPLAINT: 545 ROUTE 28 PERKS COFFEE/BEER GARDEN

Ref: 23-7408-OF

To: Town of Harwich Board of Selectmen  
From: Sergeant Peter Petell, Badge #07-2  
Date: Wednesday, June 21, 2023  
Subject: Noise Complaint: Perks Coffee/Beer Garden  
#545 Route 28, Harwich, MA

1. On Wednesday, June 21, 2023, at approximately 7:00am, Sergeant Peter Petell of the Harwich Police Department was dispatched to Perks Coffee/Beer Garden, situated at #545 Route 28, Harwich, MA for a noise complaint. The reporting party, \_\_\_\_\_, called the Harwich Police Department regarding loud amplified music coming from Perks Coffee/Beer Garden.
2. Sergeant Petell arrived in the area and parked on School House Road, just north of the Harwich Chamber of Commerce (approximately 450 feet away from Perks Coffee/Beer Garden). It should be noted that Sergeant Petell utilized Google Mapping to estimate the distance from his exact location to 545 Route 28, Perks Coffee/Beer Garden. (See attached screenshot). Sergeant Petell parked his cruiser, turned off the cruiser's ignition, and stood at the northwest corner of the Harwich Chamber of Commerce building and could clearly hear loud amplified music.
3. Sergeant Petell walked through the parking lot to the front of Perks Coffee/Beer Garden and concluded that this was the basis of the noise complaint that was made to the Harwich Police Department. Sergeant Petell observed several exterior speakers playing loud music on the property of Perks Coffee/Beer Garden.
4. Sergeant Petell made contact with employees of Perks Coffee/Beer Garden and advised them of the loud music. The two seasonal employees, \_\_\_\_\_ and \_\_\_\_\_ immediately accessed the sound system and turned off the exterior speakers and turned down the volume of the interior speakers. The employees explained that they opened the business for the day. The employees stated they turned on the sound system at approximately 6:30am via a cell phone application. The two were prepping the business's interior for business. The new employees had mistakenly and inadvertently turned on both interior and exterior speakers via the cell phone application \_\_\_\_\_ sincerely apologized and told Sergeant Petell that neither of the business owners (Taylor & Sarah Powell) were on location.

NOISE COMPLAINT: 545 ROUTE 28 PERKS COFFEE/BEER GARDEN

Ref: 23-7408-OF

5. Sergeant Petell then walked to 547 Route 28 and spoke with the reporting party, ( ) told Sergeant Petell that the loud music began at approximately 6:30am and awoke his daughter. Sergeant Petell advised ( ) of Sergeant Petell's findings. ( ) was satisfied and thankful for Sergeant Petell's response and subsequent investigation.
6. The music from outside of the establishment was clearly audible at the time of Sergeant Petell's investigation. It should be noted that there are several residential homes that are direct abutters to this business with the houses only a matter of 20 feet or less from the establishment.
7. Sergeant Petell additionally checked the rest of the area around Harwich Port and found no other sources of any noise other than that which was coming from the Perks Coffee/Beer Garden located at #545 Main Route 28.
8. Sergeant Petell also spoke with the owner of Perks Coffee/Beer Garden, Taylor Powell. Sergeant Petell advised Powell of the complaint, subsequent investigation, and the investigation's findings. Powell was very apologetic, understanding, and polite. Powell told Sergeant Petell that Powell will speak with his employees regarding the incident.

Respectfully Submitted by,

---

Sergeant Peter Petell, Badge #07-2  
Harwich Police Department

NUMBER  
19-08S

THE COMMONWEALTH OF MASSACHUSETTS  
TOWN OF HARWICH

FEE  
\$75.00

**LICENSE FOR INNHOLDERS, COMMON VICTUALLERS  
AND OTHER KEEPERS OF RESTAURANTS AND OTHER ESTABLISHMENTS**

In accordance with the provisions of Chapter 140 of the General laws as amended by Chapter 299 of the Acts of 1926, and amendments thereto, LICENSE is hereby granted to:

Lucky Labrador Inc. d/b/a Perks

to conduct the amusements as herein described in connection with his regular business of innholder, common victualler, or owner, manager or controller of a café, restaurant or other eating or drinking establishment, on the premises owned by Same

of Harwich Port located at 545 Route 28

Description of Premises: Same

Description of amusements to be conducted: Jukebox, Radio, TV, dancing by live performers and patrons

Live/recorded music, amplification, ambient music

To be conducted between the hours of: 11:30 a.m. – 10:00 p.m. outside, 12:00 p.m.-12:00 a.m. inside

Mondays to Saturdays

This LICENSE is granted as subject to the provisions of the General Laws, chapter one hundred and forty, sections twenty-two to thirty-two inclusive, and of chapter two hundred and seventy-two, sections twenty-five to twenty-seven inclusive, and amendments thereto, and shall not be valid for a location other than as herein described.

Date: 03/20/2023

License granted by: \_\_\_\_\_

**EXPIRES DECEMBER 31, 2023**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE**

**Inside Entertainment** - No entertainment at the licensed premises may be conducted in a manner such that the noise from the entertainment is creating a nuisance and can be heard outside the boundaries of the premises.

**Outside Entertainment** - No entertainment at the licenses premises may be conducted in a manner such that the noise from entertainment is creating a nuisance or is plainly audible at a distance of 150 feet from boundary line of the premises.

*Suggested Minimum Regulations which will be required by the Licensing Authorities before approval of Licenses issued in accordance with the provisions of Chapter 299, Acts of 1926 and amendments thereto.*

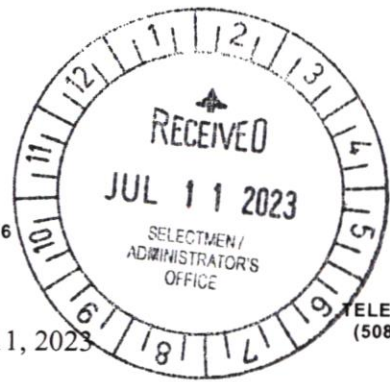
1. This license is granted and approved subject to compliance with the laws of this Commonwealth relative to the exposing, sale and keeping of liquor or other intoxicating beverages and with compliance with the following conditions: —
2. The premises shall be open at all times to inspection by any police officer or constable of the town, or by any State Police Officer.
3. No person or persons under the influence of intoxicating liquor or other intoxicating beverage, or having the appearance thereof, shall be granted admittance to or be permitted to remain in or upon any of the premises described in this license.
4. No dialogue, gesture, song, language or conversation of any description which is directly or indirectly obscene, lascivious or suggestive, shall be permitted to be used by any person or persons while in or upon the premises.
5. Muscle or suggestive dancing or any description or form is prohibited.
6. Gaming of any description, games at which a prize is offered, any game where money is exposed as a prize or inducement, wheels of change and jingle boards are prohibited.
7. Private dining rooms, booths or enclosures for the accommodation of less than four persons shall not be permitted and not less than four persons shall be allowed or permitted to occupy any such room or enclosure.
8. Rooms used for dining rooms and for dancing shall be so lighted as to render it possible to distinguish any person by every other person therein at all times.
9. The license will be suspended for non-compliance with any of the laws of this Commonwealth relating to this particular establishment, and may, after a hearing, be revoked.
10. Non-compliance with the provisions of any of the above regulations will be sufficient cause for suspension, and after hearing the license may be revoked.

By authority of and in compliance with the provisions of Chapter 299, Acts of 1926, and amendments thereto, the above minimum rules and regulations are hereby prescribed and approved.

WILLIAM D. CROWELL  
ATTORNEY AT LAW  
466 MAIN STREET  
P.O. BOX 185 HARWICH PORT, MA 02646

FAX NO. (508) 430-0631

July 11, 2023



TELEPHONE NO.  
(508) 432-1643

RAYMOND H. GRAYSON  
1901-1991

Town of Harwich Select Board  
c/o Town Clerk  
732 Main Street  
Harwich, MA 02645

RECEIVED  
TOWN CLERK  
HARWICH, MA  
2023 JUL 11 P 1:37

**RE: NOTICE OF INTENT TO SELL**

Dear Harwich Select Board:

Please be advised that this office represents Aaron T. Gingras of 204 Oak Street, Harwich, MA 02645 (telephone number 774-722-1368) who is the owner of the real estate and dwelling located at 17 Woody Glen Road, Harwich, MA 02645, formerly known as 140 Oak Street, Harwich, MA 02645. My client intends to sell said property pursuant to the enclosed certified copy of a Purchase and Sale Agreement dated June 21, 2023 between Mr. Gingras and Catherine Conlon and Colleen Ormsby in the amount of \$849,000.00. The said property has a single-family residence constructed thereon and will now be use solely for residential purposes. The said property is shown as Lot 1 on the enclosed Land Court Plan No. 43402-B containing a total of 65,103 square feet as shown on the enclosed Site Plan of Land dated January 13, 2021, scale 1' = 20' by Stephen A. Haas, P. E.

As you know, pursuant to MGL-61A Section 14, the Select Board has a Right of First Refusal to purchase the said property for the amount indicated on said Purchase and Sale Agreement. Consequently, as the closing date indicated therein will soon be upon us, it is hereby respectfully requested that the Board hold a public meeting as soon as possible to deliberate regarding this matter and hopefully waive its Right of First Refusal in recordable form so that the parties may proceed with closing and my client can convey clear title to the buyers. Thank you very much.

Very truly yours,

William D. Crowell, Esq.

WDC/sjh  
cc: Harwich Select Board  
Board of Assessors  
Planning Board  
Conservation Commission  
State Forester

CERTIFIED MAIL



7/2/23 - Certified Copy of Original  
*William D. Crowell Esq.*

### Purchase and Sale Agreement – Single/Multi Family - Massachusetts

06/21/2023

This \_\_\_\_ day of June, 2023

From the office of:

William D. Crowell, Esq.  
466 Main Street, P.O. Box 185  
Harwich Port, MA 02646

1. **Parties** Aaron T. Gingras hereinafter called the SELLER whose mailing address is 204 Oak Street, Harwich, MA 02645 agrees to SELL and Catherine Conlon and Colleen Ormsby hereinafter called the BUYER whose mailing address is 720 Route 28, #1D, Harwich Port MA 02646 agrees to BUY, upon the terms hereinafter set forth, the following described premises:
  
2. **Description of Premises** The land and the building(s) thereon, located at the following address, **17 Woody Glen Road, Harwich, MA 02645** (fka 140 Oak Street, Harwich, MA 02645) and further being shown as **Lot 1 on Land Court Plan 43402-B**. See **Certificate of Title No. 216698** recorded in the Barnstable Registry District of the Land Court.
  
3. **Buildings, Structures, Improvements, Fixtures** Included in the sale as a part of said premises are the buildings, structures, and improvements now thereon, and the fixtures used in connection therewith including, if any, all wall-to-wall carpeting, drapery rods, automatic garage door openers, venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposers, electric and other lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, plants, and, refrigerators, air conditioning equipment, ventilators, dishwashers, washing machines and dryers; and all appliances as seen at **6/8/2023** showing.
  
4. **Title Deed** Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:
  - a) provisions of existing building and zoning laws;
  - b) existing rights and obligations in party walls which are not the subject of written agreement;
  - c) such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
  - d) any liens for municipal betterments assessed after the date of Closing;
  - e) easements, restrictions and reservations of record, if any, so long as the same do not interfere with the current use of said premises;
  - f) specify here any other liens or encumbrances not listed above: \_\_\_\_\_
  
5. **Plans** If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.
  
6. **Registered Title** In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.
  
7. **Purchase Price** The agreed purchase price for said premises is Eight hundred forty-nine thousand and no/100 dollars, **\$849,000.00** (Purchase Price), of which
  - \$ 1,000.00 dollars have been paid as an initial deposit;
  - \$ 48,000.00 dollars is to be paid as an additional deposit upon execution of the Purchase and Sale Agreement; and
  - \$800,000.00 dollars, the balance due, will be payable at the time of delivery of deed by bank check or certified check, or attorney's IOLTA account check.

8. **Time for Performance; Delivery of Deed** Such deed is to be delivered on or before 2 o'clock P.M. on the **21<sup>st</sup> day of July 2023**, at the Law Offices of Paul Tardif, unless otherwise agreed upon in writing.  
**Time is of the essence of this Agreement.**
9. **Possession and Condition of Premises** Full possession of said premises free of all tenants and occupants and all personal property, except as herein provided, is to be delivered at the time of the delivery of the deed. Said premises to be then (a) broom clean and in the same condition as they were at the time of Buyer's offer, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled to personally inspect said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.
10. **Extension to Perfect Title or Make Premises Conform** If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the time for performance hereof shall be extended for a period of thirty (30) days, or until one business day prior to the expiration of Buyer's mortgage rate lock, whichever occurs first..
11. **Failure to Perfect Title or Make Premises Conform** If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then, at the BUYER'S option; any payments made under this agreement shall be forthwith refunded and all other obligations of all parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.
12. **Buyer's Election to Accept Title** The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefor the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either
- a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or
  - b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable by the holder of the said mortgage less any amounts expended by the SELLER for partial restoration, or
  - c) terminate the Agreement and receive a refund of all deposit monies paid
13. **Acceptance of Deed** The acceptance and recording of a deed by the BUYER or his nominee as the case may be, shall be a full performance in discharge and release of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.
14. **Use of Purchase Money to Clear Title** To enable the SELLER to make conveyance as herein provided, the SELLER shall, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed or in accordance with customary Barnstable County conveyancing practice.



15. Insurance Until the recording of the deed, the SELLER shall maintain insurance on said premises as follows:

Type of Insurance	Amount of Coverage
a) Fire and Extended Coverage	\$ <u>as currently insured</u>

b) Other \_\_\_\_\_ \$ \_\_\_\_\_

Until the delivery of the deed, the SELLER shall maintain any supplemental insurance now in effect covering the premises itself and any fixtures therein. All risk of loss shall remain with Seller until Buyer's deed is recorded.

16. Adjustments Water and real estate taxes for the then current fiscal year, shall be apportioned and fuel value shall be adjusted, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed.

17. Adjustment of Unassessed and Abated Taxes If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

18. Broker Fee Acknowledgement The SELLER and BUYER acknowledge that a fee of **\$42,450.00 (5%)** five percent of the purchase price for professional services shall be paid by the SELLER to **Gibson Sotheby's International Realty**, the "BROKER", only, if, as and when the Deed is delivered and recorded and the consideration paid but not otherwise.

19. Broker's Warranty The Broker(s) named herein, **Gibson Sotheby's International Realty** warrant(s) that they are duly licensed as such in the state in which the premises are located.

20. Agency BUYER and SELLER acknowledge and understand that the interests of the Seller are represented by: **Natalia Weiner of Gibson Sotheby's International Realty** and the interests of the Buyer are represented by: **Mary Ann Politi of Gibson Sotheby's International Realty**.

21. Deposit All deposits made hereunder shall be held in escrow by **Gibson Sotheby's International Realty** as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent shall retain said deposits pending instructions in writing mutually given by the SELLER and the BUYER or by a court of competent jurisdiction.

22. Buyer's Default; Damages If the BUYER shall fail to fulfill the BUYER's agreements herein and the SELLER has fulfilled SELLER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages. The parties agree that in the event of default by the BUYER it will be difficult to ascertain with certainty the amount of damages suffered by the SELLER. The amount of the deposit represents a reasonable estimate of the damages expected to be suffered by the SELLER as a result of the BUYER's default. **This shall be Seller's sole remedy at law and in equity.**

23. Financing In order to help finance the acquisition of said premises, BUYER shall apply for mortgage financing in the amount of **\$429,000.00** at prevailing rates, terms and conditions. If, despite BUYER'S diligent efforts, a commitment for such financing cannot be obtained on or before **July 15, 2023**, BUYER may terminate this agreement by written notice to the SELLER and/or the Broker(s), as agent(s) for the SELLER, prior to the expiration of such time, whereupon any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto. In no event will BUYER be deemed to have used *diligent* efforts to obtain such commitment unless BUYER submits a complete mortgage loan application



conforming to the foregoing provisions **within three (3) business days of the signing of the Purchase and Sale Agreement** and acted promptly in providing any additional information requested by the mortgage lender.

24. **VA or Insured Loans** If BUYER is seeking Veterans Administration loan benefits or a US Government Federal Housing Administration insured loan, appropriate language, as applicable, is attached as Addendum \_\_\_\_\_.
25. **Liability of Trustees, Shareholder** If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.
26. **Release by Husband or Wife** The SELLER's spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said premises.
27. **Lead Paint Acknowledgements** For properties built prior to 1978, BUYER acknowledges receipt of the Department of Public Health Property Transfer Notification form and understands the SELLER and Broker(s) have made no representations or warranties express or implied, as to the lead paint content of the property. BUYER acknowledges verbal notification of the possible presence of lead hazards and the provisions of the Federal and Massachusetts Lead Laws and regulations, including the right to inspect for dangerous levels of lead. Occupancy of premises containing dangerous levels of lead by a child under six years of age is prohibited. BUYER takes full responsibility for compliance with all laws relating to same (and in particular Mass. General Law Chapter 111, Section 197). BUYER assumes the burden of cost for all tests, and compliance arising therefrom.
28. **Smoke Detectors** The SELLER shall equip the residential structure(s) on the within described realty with approved smoke detectors and furnish BUYER with Certificate of Approved Installation from the local fire department no later than time of conveyance.
29. **Carbon Monoxide Detectors** The SELLER shall equip the residential structure(s) on the within described realty with approved carbon monoxide detectors and furnish BUYER with certificate from the local fire department no later than time of conveyance. (Effective 3/31/06)
30. **Buyer's Home Inspection Acknowledgement** DELETED
31. **Warranties and Representation Acknowledgement** BUYER acknowledges that they have not relied upon any warranties or representations except as set forth in writing and the following additional warranties and representations, if any, made by either the SELLER or the Broker(s):  

---

(if none, state "none"; if any listed, indicate by whom the warranty or representation was made)
32. **Time; Construction of Agreement** **TIME IS OF THE ESSENCE AS TO ALL PROVISIONS OF THIS AGREEMENT.**  
This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

33. Notice Unless otherwise stipulated herein, any notice required to be given in this agreement shall be in writing and shall be deemed to be duly given when delivered to the party entitled to such notice at their address set forth herein.

34. Additional Provisions The initialed riders attached hereto, if any, are incorporated herein by reference. Addendum A \_\_\_\_\_ Addendum B \_\_\_\_\_

The parties acknowledge receipt of:

- MA Licensee-Consumer (Agency) Disclosure
- Lead Paint Property Notification Certification
- Designated Agent Consent/Notification (if applicable)
- Environmental Disclosures
- Seller's Statement of Property Condition
- Dual Agent Consent/Notification (if applicable)

1. Seller will obtain a Certificate of Occupancy and Septic Certificate of Compliance prior to closing.
2. Builders warranty is to be conveyed to the Buyers at the time of closing.

A faxed signature on this document shall have the same effect as delivery of a signed original. The party faxing this document agrees to mail or deliver the original forthwith.

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

*Aaron T. Gingras* 6-22-23  
 \_\_\_\_\_  
 Aaron T. Gingras Date  
 SELLER

*Catherine Conlon* 06/21/2023  
 \_\_\_\_\_  
 Catherine Conlon Date  
 BUYER

\_\_\_\_\_  
 SELLER Date

*Colleen Ormsby* 06/21/2023  
 \_\_\_\_\_  
 Colleen Ormsby Date  
 BUYER



**Addendum A  
TO PURCHASE AND SALE AGREEMENT**

1. This Addendum supersedes, modifies, amends and is hereby incorporated into the Standard Form Purchase and Sale Agreement between SELLER and BUYER; in the event of any conflict between this Addendum and the said Standard Form Purchase and Sale Agreement, the terms of this Addendum shall control.
2. Upon the request of the attorney for BUYER, SELLER shall execute and deliver simultaneously with the delivery of the deed, and when required shall on oath swear to the truth of the matters therein set forth, such documents as may reasonably be required by said attorney, even if the same occurs POST-CLOSING, including but not limited to certifications or affidavits with respect to: (a) persons or parties in possession of the premises; (b) facts or conditions which may give rise to mechanic's or materialmen's liens; (c) the true purchase price of the premises and whether the SELLER has or intends to lend to the BUYER a portion thereof; (d) the absence of urea formaldehyde on the premises; and (e) Smoke Detector Certificate, (f) that SELLER is not a foreign person subject to the withholding provisions of the Deficit Reduction Act of 1984 (FIRPTA), (g) IRS forms, (h) revised Closing Disclosure/s, (i) any other form reasonably required by Buyer's attorney.
3. SELLER shall cooperate with the BUYER by allowing entry upon the premises and the buildings constructed thereon, at reasonable times by an engineer or land surveyor for the purpose of plotting bounds and taking measurements. BUYER and their representatives (i.e. architects and contractors) shall have access to the premises for the purposes of taking measurements, and the like, at reasonable times, with prior notice to SELLER and in the presence of SELLER or SELLER'S AGENT.
4. ENCROACHMENTS: It is understood and agreed by the parties that the subject premises shall not be in conformity with the provisions of this Agreement unless:
  - A. All buildings, structures and improvements including, but not limited to, any driveways, garages and septic systems and cesspools and all means of access to the subject premises shall be located completely within the boundary lines of the said premises and shall not encroach upon or under the property of any other person or entities.
  - B. No buildings, structures or improvements of any kind belonging to any other person or entity shall encroach upon or under said premises.
  - C. Title to the premises is insurable, for the benefit of the Buyer, in a fee owner's policy of title insurance, at normal premium rates, without exception other than the standard printed "jacket" exceptions contained in the American Land Title Association form currently in use and those exceptions set forth in Paragraph 4 of this Agreement. It is agreed that in the event of a title matter for which a title insurance company is willing to issue so-called "affirmative coverage" over a known defect or problem, BUYERS may elect to accept same but shall not be required to do so, and shall have the right, at the option of their counsel, to deem title to the premises unacceptable or unmarketable and to terminate this Agreement.
  - D. The premises are legally subdivided and separated from all other lots pursuant to the provisions of the Subdivision Control Law, M.G.L.A. c. 41;
  - E. The subject premises abut or has access to a duly accepted public way, by the city or town, or legal and recorded access via a private way to a public way, in which said premises are located.
5. Seller states that:
  - A. Seller has no knowledge of damage to the premises by invasion of flood, surface or tidal waters; and
  - B. No written or oral notice or communication has been received by Seller from any public authority that (i) the property is not zoned for its present use; or (ii) that there exists with respect to the property any condition which violates any federal, state or local environmental, sanitary, health or safety statute, ordinance, code, by-law, rule or regulation which has not heretofore been rectified or is in the process of being rectified.

6. SELLER represents, to the best of their knowledge, to the BUYER that the SELLER has never disposed of any hazardous waste or material (excluding ordinary household waste) on or about the premises during the period of SELLER's ownership, and that the Seller is not aware of the disposal of such waste on or about the premises by anyone else during said period of ownership. SELLER also represents, to the best of their knowledge, that SELLER has not placed, and SELLER is not aware of any placement by others, of underground storage tanks on the premises.
7. CONTINUATION OF PARAGRAPH 9 (Condition of Premises) SELLER shall deliver all dwelling and daily use areas of the premises broom clean, including, but not limited to closets and, if applicable, the basement and garage in broom clean condition and free of personal property (not included in the sale) and debris. The SELLER shall deliver all other areas of the premises, including but not limited to closets, the attic, basement, crawl spaces, shed(s) and garage and the grounds free of debris, building materials such as lumber, insulation, and the like, paints, solvents, chemicals, and personal property (unless an item is specifically included in the sale). SELLER shall deliver all fixtures, appliances, heating, plumbing and electrical systems, and personal property owned by the SELLER included in the sale in the same working order that they were at the time of the Offer to Purchase, minus reasonable wear and tear. At the closing, SELLER agrees to deliver to BUYER all keys and electronic garage door openers, if any, for the Premises, and all manufacturer's warranties in SELLER'S possession for the appliances conveyed hereunder.  
**To insure the property condition is in compliance with paragraph 9 of the Purchase and Sales Agreement;**
  - a. Buyer shall have the option to conduct a "pre-closing walk through" not later than 10-14 days prior to closing AND
  - b. Buyer shall have the option to conduct a so-called "final walk through" within 48 hours prior to closing.
8. Clause 10 shall further state "This Paragraph shall be construed to apply to matters affecting title, the physical condition of the Premises and compliance of the Premises with municipal, county, state or federal codes, ordinances, statutes or regulations concerning the premises and to which the premises are subject under the terms of this agreement. This Paragraph shall not, however, be construed to excuse SELLER from vacating the premises at the time set for performance hereunder for reasons such as unavailability of movers, inconvenience or other such delays in performance hereunder."
9. Any matter or practice arising under or relating to this Agreement which is the subject of a practice standard of the Massachusetts Real Estate Bar Association shall be governed by such standard to the extent applicable and if not superseded by subsequent case law.
10. **Execution of Deed:** In the event that SELLER is a natural person, SELLER shall execute the deed personally; it is agreed that a deed executed under a Power of Attorney shall not constitute a satisfactory deed under Paragraph 4. Any spouse of the seller must also execute the deed.
11. **PERMITS AND APPROVALS.** SELLER represents that any and all improvements and/or renovations completed or commenced during SELLER's ownership of the premises have been completed pursuant to duly issued and approved permits.
12. If the Premises are affected by an Order of Conditions issued by the Conservation Commission for the Town in which the Premises are situated SELLER shall provide BUYER or lender's counsel with a certificate of compliance for said Order of Conditions prior to closing.
13. If there shall be a fire on said premises at any time prior to the closing hereunder causing damage in excess of \$5,000.00, then and in that event, at BUYER's option, any payments made under this Agreement shall be forthwith refunded and all other obligations of all parties hereto shall cease and this Agreement shall be void and without recourse to the parties hereto.
14. Notwithstanding anything else in this Agreement to the contrary, SELLER represents that, as of the date of this Agreement and the date of the delivery of the deed:
  - A. there are no contracts, oral or written, involving the Premises which SELLER has negotiated or contracted or which will be binding upon BUYER or affect the Premises in any manner after the closing, except for those contracts expressly permitted by this Agreement;



- B. SELLER is not a "foreign person" as that term is used in Internal Revenue Code Section 1445 and the regulations promulgated thereunder, and accordingly BUYER is not required to withhold any taxes upon the disposition of the Premises to the BUYER;
  - C. SELLER represents, to the best of their knowledge that there is no pending SELLER bankruptcy, mortgage foreclosure, contemplated town/city betterment or assessment, or other proceedings or circumstances that might impact adversely on the SELLER's ability to perform on the closing date, and that the mortgage and other lien payoffs will be for less than the sales price.
  - D. SELLER warrants and represents to BUYER that they are not aware of any litigation pending or threatened regarding the property, either by a Tenant or anyone else. This paragraph shall survive the delivery of the Deed.
  - E. SELLER owns the personalty and fixtures described in Section 3 of this Agreement free of any lien or encumbrance
15. The SELLER and the BUYER each represent to the other that they have not dealt with any real estate broker in connection with this transaction, nor were they directed to each other as a result of any services or facilities of any real estate broker except the Brokers set forth herein. The SELLER and BUYER agree to indemnify and hold the other harmless from any loss, damage, cost (including without limitation, attorneys' fees) or liability which either party may incur as a consequence of any claims for a commission or fee arising from this transaction asserted against either party by any broker, other than the broker named herein, with whom either party has dealt. This paragraph shall survive delivery of the deed.
16. All risk of loss shall stay with the SELLER until the recording of the deed.
17. In the event that the SELLER needs to extend time for performance in compliance with this Agreement, and the BUYER'S mortgage rate lock will expire before the SELLER can perform, the BUYER shall have the option to terminate this Agreement unless the SELLER agrees to pay any costs of the BUYER, charged by the Lender, related to the rate lock extension.
18. Diligent efforts under the mortgage contingency provision of the Agreement shall mean applying to one bank or mortgage company only. In no event shall buyer be required to apply to more than one bank or mortgage company. Where the word "commitment" is used, it shall be defined to mean a firm written commitment without conditions beyond Buyer's control to obtain or accomplish within 3 business days. SELLER agrees to cooperate with BUYER in executing any forms required by BUYER'S lender so long as same do not impose any additional liability or financial obligation on the SELLER other than as set forth in this agreement.
19. All notices required or permitted to be given hereunder shall be in writing and delivered by hand, by certified mail, postage prepaid, return receipt requested, by express courier service or by facsimile transmission, to the parties:
- |   |                                  |
|---|----------------------------------|
| <b>(A) to BUYER's attorney:</b>           | <b>(B) to SELLER's attorney:</b> |
| Stacey A. Curley, Esquire                 | William D. Crowell, Esquire      |
| Law Offices of Paul R. Tardif, Esq., P.C. | 466 Main Street, P.O. Box 185    |
| 490 Main Street                           | Harwich Port, MA 02646           |
| Yarmouth Port, MA 02675                   | 508.432.1643/ fax 508.430.0631   |
| 508.362.7799/ fax 508.362.7199            | Wcrowell.office2@comcast.net     |
| scurley@tardiflaw.com                     |                                  |
20. **Subsurface Sewage Disposal System (Title 5) Inspection Contingency:** This agreement is contingent upon the Seller providing to the Buyer not later than 14 days prior to closing, a copy of an inspection report, including a Certification Statement signed by an approved system inspector of the on-site subsurface disposal system in accordance with the requirements of Title 5 of Massachusetts Environmental Code and municipal board of health regulations, if applicable. If the Certification states that the on-site subsurface sewage disposal system does not pass or conditional passes as described in 310 CMR 15.303 as amended, or municipal certification, if applicable is denied, the Buyer shall have the option to revoke this Agreement by providing written notice to the Seller, at which time all deposits made by the Buyer to the Seller shall be refunded forthwith, and this agreement shall terminate without further recourse; unless the seller agrees in writing to repair, upgrade or replace said subsurface sewage disposal system in a manner sufficient to obtain an Issuing Title 5

certification and municipal certification prior to the date set for closing, which shall include re-grading, loaming and seeding of the affected areas and repairs for damage to patios, walkways, driveways and irrigation systems.

21. Seller represents that the sales proceeds from these premises will be sufficient to fully pay off and/or discharge all mortgage(s), UCC Financing Statements, construction loans and/or equity line(s) of record. Seller agrees to fully and promptly disclose to Buyer's attorney and/or Buyer's Lender's attorney mortgage payoff information for all mortgages of record, including but not limited to: (i) lender name(s), address(es) and phone number(s); (ii) mortgage account number(s); and (iii) Sellers' social security numbers.
22. By executing this Agreement, the BUYER and the SELLER hereby grant to their attorneys the actual authority to bind them for the sole limited purpose of allowing them to grant extensions for any paragraphs in this Agreement, and the SELLER and the BUYER shall be able to rely upon the signatures of said attorneys as binding unless they have actual knowledge that the principals have disclaimed the authority granted herein to bind them.
23. Prior to closing, the SELLER shall maintain and service the premises and its appurtenances at the same level of effort and expense as the SELLER has maintained or serviced the premises for the SELLER's own account prior to the date of this Agreement.
24. This Agreement may be executed in multiple counterparts, by electronic docu-sign technology, and may initially be executed by facsimile signature with an original signature to follow, and as so executed shall constitute one document.
25. Barnstable County Septic Loan: Seller represents that they have not taken out a Barnstable County Septic Loan, whether or not the same has been recorded at the registry of deeds. If seller has obtained a BCSL, seller shall obtain a payoff for the same and provide to closing attorney prior to closing.
26. In the event that an assessment or betterment is levied against the property prior to closing, and the same changes the buyer's debt to income ratio or APR as applicable, buyer shall have the option to terminate this agreement with a refund of all deposits.
27. The Buyer and Seller hereby acknowledge that they have been informed that the Buyer's attorney of the Law Offices of Paul R. Tardif, Esq., PC, may be asked to provide legal services on behalf of the mortgage lender for the mortgage loan closing, in addition to the representation of the Buyer in this agreement or transaction, and that the Buyer and Seller have no objection to and consent to this dual representation.

**28. REALTOR/BROKER LICENSE DISCLOSURE:**

	LISTING AGENT	BUYER'S AGENT
NAME:	Natalia Weiner	Mary Ann Politi
MA LICENSE NUMBER	9518161	9558472
COMPANY NAME	Gibson Sothebys	Gibson Sothebys
COMPANY LICENSE NUMBER	1611	1611
ADDRESS and PHONE #	557 Rte 25 Harwich	8459135510
EMAIL ADDRESS	natalia.weiner@gibsonsi.com	maryann.politi@gibsonsi.com

**29. TIMELINE DISCLOSURE:**

Buyer and seller hereunder acknowledge that under the new CFPB regulations, there are certain timelines that must be adhered to in order to close timely. In the event that a new disclosure is required or figures change or a material term of the deal changes prior to closing, the parties hereby agree and acknowledge that the closing date contemplated in that certain purchase and sales agreement hereunder may be extended up to 10 (ten) business days.

30. **ELECTRONIC TRANSMISSION AUTHORIZATION:** By execution of this agreement, the buyer(s) specifically authorize their mortgage lender to provide ANY and ALL disclosures required under CFPB to buyer by electronic transfer which includes

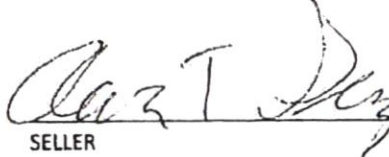


email and or e-fax transmission with receipt confirmation, as permissible under the law. (note, your lender may require additional consent documents for electronic transmission)

- a. Buyers preferred email address:
- b. Buyers preferred e-fax number: \_\_\_\_\_

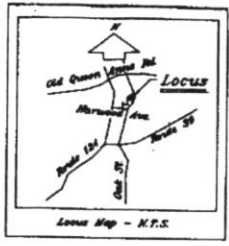
- 31. **AUTHORIZATION TO RELEASE MORTGAGE COMMITMENT:** By execution of this agreement, the buyer specifically authorizes their mortgage lender to send a copy of their mortgage commitment letter to buyer's attorney/counsel **ONLY**. Mortgage commitment letters are specifically prohibited from being sent to any other party to the transaction unless authorized by buyer's attorney in writing.
- 32. **AUTHORIZATION TO RELEASE CLOSING DISCLOSURE TO ALL PARTIES TO THE TRANSACTION:** By execution of this agreement, the buyer and seller hereunder specifically authorize the lender, and/or settlement agent to release a signed copy of the Closing Disclosure and/or Settlement Statement to the herein named realtors/brokers and/or their agents.

WITNESS our hands and seals

 \_\_\_\_\_  
 SELLER Date

*Catherine Conlon* \_\_\_\_\_  
 BUYER Date

*Colleen Omsby* \_\_\_\_\_  
 BUYER Date



**ZONE: RM**  
 Minimum Building Requirements:  
 Area - 40,000 S.F. of buildable  
 Opened  
 Footprint - 100 Ft.  
 Building setbacks:  
 Front 20 Ft.  
 Side 10 Ft.  
 Rear 20 Ft.  
 Note:  
 All concrete boundaries shown Area 47-22  
 with 1/4" = 10' scale. All other boundaries  
 are shown with 1/4" = 10' scale.  
 N.T.S. denotes Harwich Road Brand.

**Record owner & applicant:**  
 Aaron T. Cingras  
 204 Oak Street  
 Harwich, MA 02646

**References:**  
 Harwich Answers Map 80 Parcel 20  
 L.C. Ord. No. 2002-02  
 Deed Book 15204 Page 18  
 L.C.P. 43402 A

**Total Area:**  
 228,158 S.F.S.  
 51.31 Ac. ±

**Zone:**  
 R.M.

**HARWICH PLANNING BOARD  
 APPROVAL NOT REQUIRED**

Date: 6-14-18  
 [Signature]  
 [Signature]

Planning Board endorsement of this plan indicates only that the plan is not a violation under Section 81-2 of the Massachusetts General Laws and does not constitute that the lot is buildable or that it meets zoning, health, conservation or general by-law requirements.

I certify that the actual survey was made on the ground in accordance with the Land Court Instructions of 2008, on or before May 8, 2018 and August 10, 2018.

Date: July 17, 2018

**Philip C. Colabonato**  
 Professional Land Surveyor

I certify that the conditions on the ground are the same now as at the time of the original survey dated August 8, 2002 with the exception of the monument status as shown hereon.

Date: July 13, 2018

**Philip C. Colabonato**  
 Professional Land Surveyor

**PRECISION:**

Unadjusted survey precision:  
 1:84,108  
 angular error of closure:  
 49 Seconds  
 linear error of closure:  
 0.157  
 Directional error of closure:  
 3' 14"-23'-04" ±  
 Accuracy of E.D.N.:  
 1/2500 ± 100ppm  
 All distances here measured with E.D.N.



**43402B**

LAND COURT  
 SEP 01 2018  
 FILED

Plan of Land  
 on  
 Harwich, MA  
 showing a division of  
 L.C.P. 43402 A  
 prepared for  
 Aaron T. Cingras

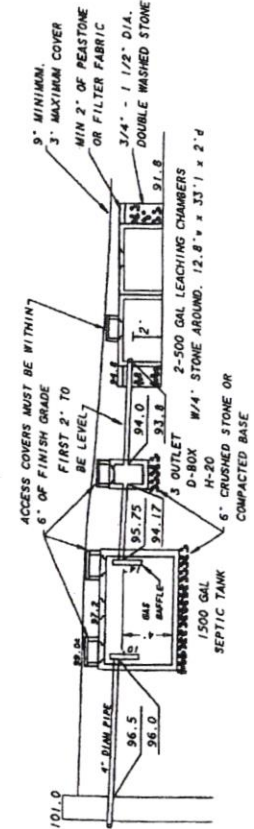
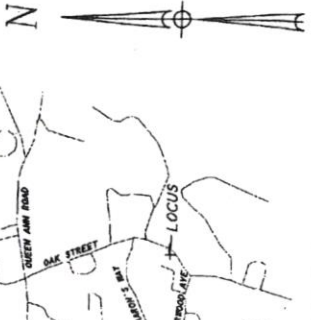
Scale: 1" = 60' Date: July 17, 2018

GRAPHIC SCALE



Appl. & Wilson, Inc.  
 P.E. & P.L.S.  
 P.O. Box 439  
 South Orleans, MA 02662  
 Phone: (508) 855-8318





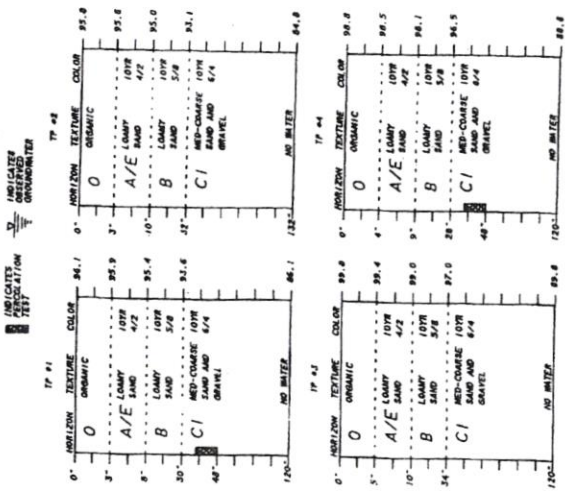
PROFILE: NOT TO SCALE

**DESIGN CRITERIA:**  
 DESIGN FLOW: 96.5  
 4 BEDROOMS AT 110 G.P.D. PER BEDROOM EQUALS 440 G.P.D.  
 NO GARBAGE GRINDER  
 SEPTIC TANK REQUIRED: 440 G.P.D. X 200K = 880 GAL  
 SEPTIC TANK PROVIDED: 1500 GAL. MIN.  
 SOIL ABSORPTION SYSTEM REQUIRED:  
 DESIGN PERIC RATE < 5 MIN/INCH  
 SOIL TEXTURAL CLASS = I  
 EFFLUENT LOADING RATE = 0.74 GPD/SF  
 440 GPD / 0.74 GPD/SF = 595 S.F. REQUIRED  
 PROVIDED: 2-500 GAL LEACHING CHAMBERS  
 W/4' STONE AROUND, A-606 S.F.  
 606 S.F. x 0.74 = 448 G.P.D.

**INVERT ELEVATIONS:**

INVERT AT BUILDING:	96.5
INVERT IN SEPTIC TANK:	96.0
INVERT OUT SEPTIC TANK:	95.75
INVERT IN DIST. BOX:	94.17
INVERT IN LEACH CHAMBER:	93.8
BOTTOM OF LEACH CHAMBER:	91.8
ADJUSTED GROUND WATER:	N/A
OBSERVED GROUND WATER:	N/A
BOTTOM OF TEST HOLE #2:	84.8

**SOIL TEST PIT DATA**



DATE: APRIL 12, 2018  
 TEST BY: STEPHEN HALL  
 INTEREST BY: JOHN CHATHAM  
 PERIC RATE: 4.8 MIN/INCH

**LOCAL NOTES:**

- PLAN IS FOR THE DESIGN AND CONSTRUCTION OF SEWAGE DISPOSAL SYSTEM AND PERMITTING'S ONLY.
- ALL DATUM IS ASSUMED. FOR BENCH MARKS SEE SITE PLAN.
- CONSTRUCTION METHODS AND MATERIALS AND DIMENSIONS OF THE SEPTIC SYSTEM SHALL BE TO MASS. D.E.P. TITLE 5 AND LOCAL HEALTH REGULATIONS.
- ALL SYSTEM COMPONENTS LOCATED UNDER SUBJECT TO VEHICULAR TRAFFIC OR GREATER IN DEPTH SHALL BE CAPABLE OF WITHSTANDING 8-20 WHEEL LOADS.
- SEWER PIPE SHALL BE SCHEDULE 40 PVC OR D.D. EQUAL.
- TANK AND D-BOX SHALL BE REINFORCED CONCRETE OR APPROVED POLYETHYLENE ALL BE WATER TIGHT. D-BOX SHALL BE WATER TIGHT WHEN THERE IS MORE THAN ONE CONNECTION CALL "DIG-SAFE".
- "DIG-SAFE" AND THE LOCAL WATER DEPT. DIVISION OF UNDERGROUND UTILITIES.
- INSTALLER SHALL NOTIFY THE ENGINEER TWO DAYS PRIOR TO CONSTRUCTION SYSTEM TO ALLOW FOR SCHEDULING OF THE INSPECTION.
- MINIATION HAS BEEN MADE AS TO DISTANCE WITH DEED RESTRICTIONS OR ZONING ORDINANCES. IT SHALL REMAIN THE CLIENT'S RESPONSIBILITY TO OBTAIN ALL PERMITS, SPECIAL VARIANCES ETC. FOR THIS PROJECT.
- REMAIN THE CLIENT'S RESPONSIBILITY TO ACCURATELY LOCATE THE EXISTING GRADE CONDITIONS AT THE LOCATION OF THE BUILDING.

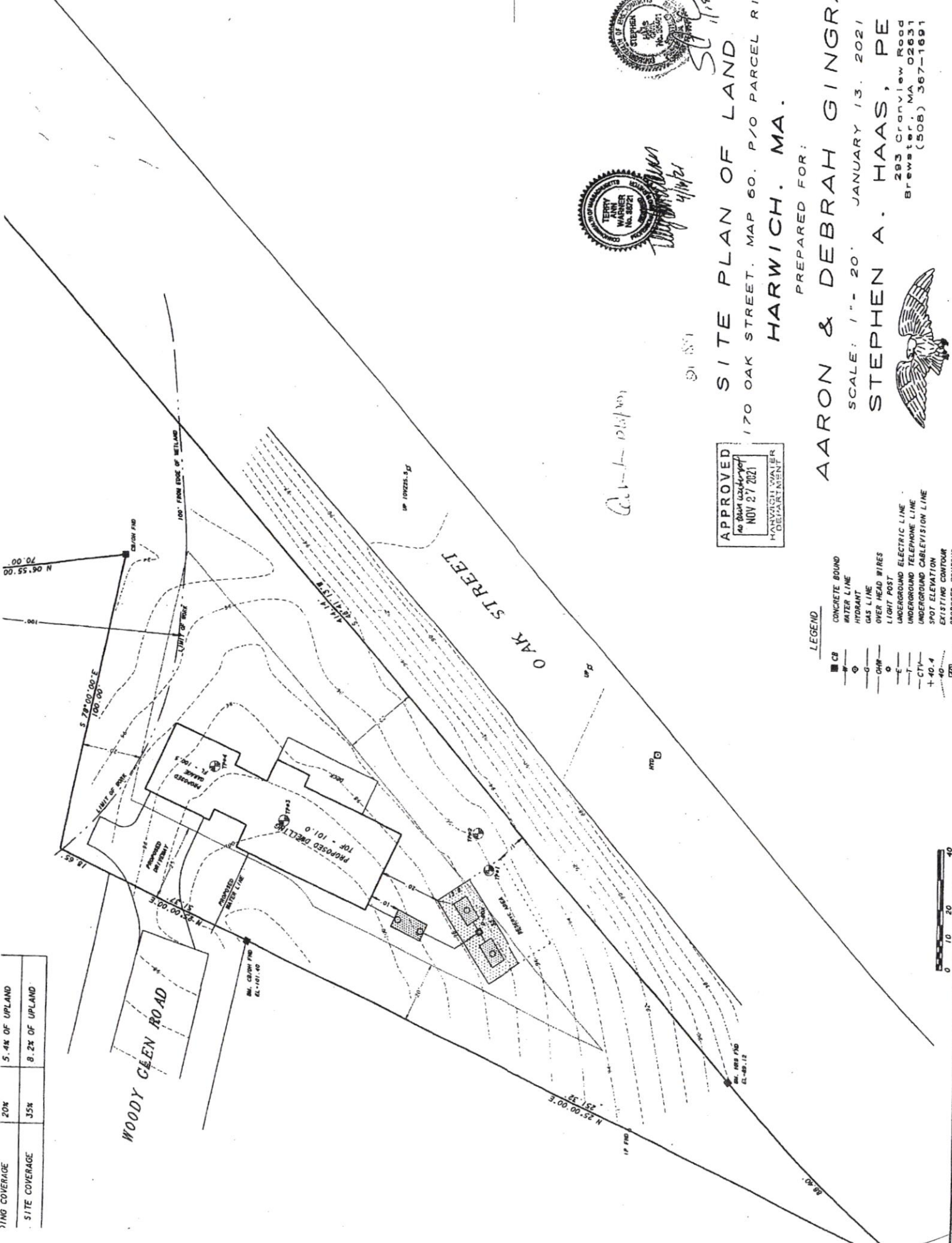
**FRONT YARD SETBACKS - FLOOD HAZARD**

REQUIRED	PROPOSED
25 FT	26 FT
20 FT	23 FT
20 FT	26 FT
25 FT	26 FT
40,000 SF	65,103 SF



LOT 1  
 40,100± S.F. UPLAND

20%	5.4% OF UPLAND
35%	8.2% OF UPLAND



APPROVED  
NO BROW LOCAL ORDER  
NOV 27 2021  
HARWICH WATER DEPARTMENT



*Terry Ann Warner*  
4/14/21



*Stephen A. Haas*  
11/12

SITE PLAN OF LAND  
170 OAK STREET, MAP 60, P/O PARCEL R1  
HARWICH, MA.

PREPARED FOR:

AARON & DEBRAH GINGRA  
SCALE: 1" = 20'  
JANUARY 13, 2021  
STEPHEN A. HAAS, PE  
293 Cranvlew Road  
Brewster, MA 02631  
(508) 367-1691



- LEGEND
- CONCRETE BOUND
  - WATER LINE
  - HYDRANT
  - GAS LINE
  - OVER HEAD WIRES
  - LIGHT POST
  - UNDERGROUND ELECTRIC LINE
  - UNDERGROUND TELEPHONE LINE
  - UNDERGROUND CABLEVISION LINE
  - SPOT ELEVATION
  - + 40.4
  - EXISTING CONTOUR
  - PROPOSED CONTOUR



## Recommendation to the Select Board from Housing Advocate

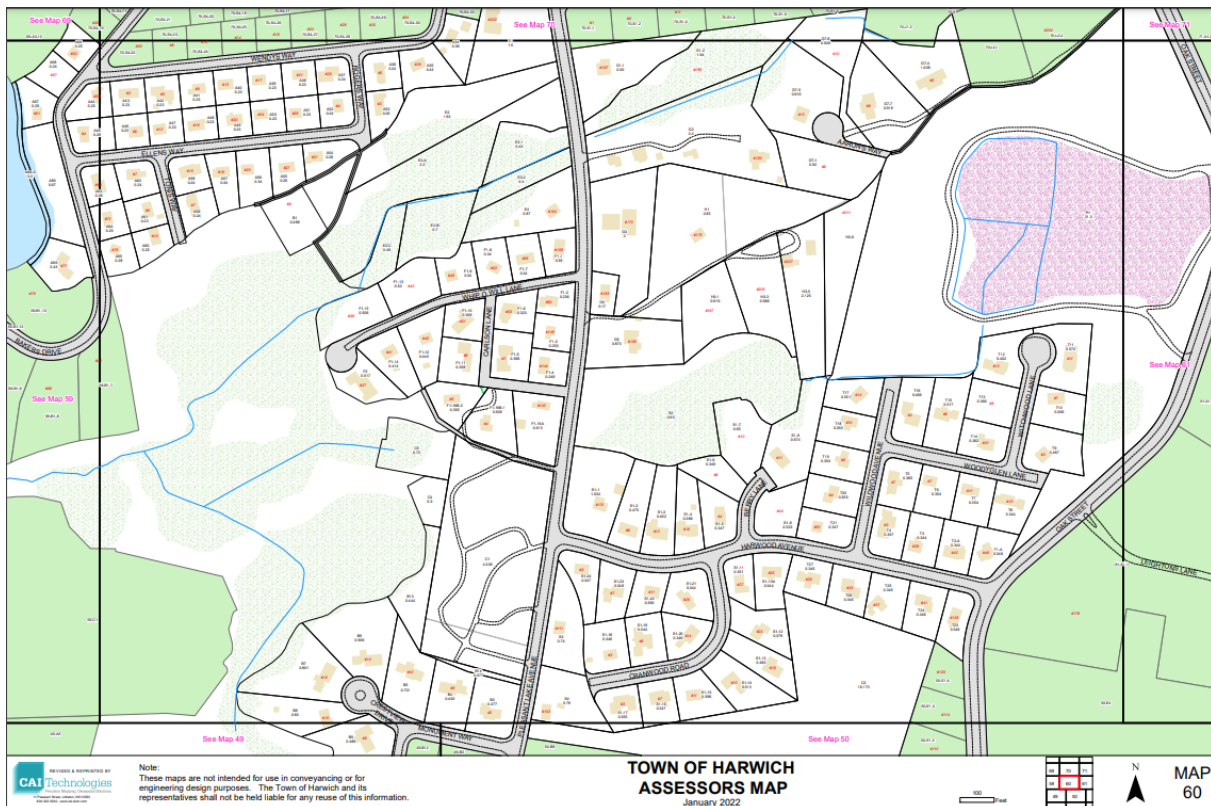
### RE: Notice of Intent to Sell, 17 Woody Glen Road, Harwich

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Due to this land being assessed/taxed as agricultural/horticultural land by the Town of Harwich (referred to here as “the Town”), and that MGL 61A Sec 14 applies, I would agree with Attorney William Crowell, that the Town does have the Right of First Refusal per MGL 61A Section 14, and as there is a buyer, the purchase price is set by the Purchase and Sales Agreement (\$849,000). Please see attachment of MGL 61A Section 14 for reference.

The property on Land Court Map 4340-B Lot 1 and the Harwich Assessor’s map is shown below. Since the property is already developed, there are wetlands, and the price is \$849,000, it would be costly to create affordable housing on the site. If the Town wanted to pursue the home and resell it as an affordable unit, the buydown would be \$600,000 (Town funds), which would result in an affordable price for an affordable buyer of \$250,000. If the Town chooses to purchase the property with the intent of creating an affordable unit, there would be an aggressive timeline to get such done.

#### Assessors Map:



Land Court Map:

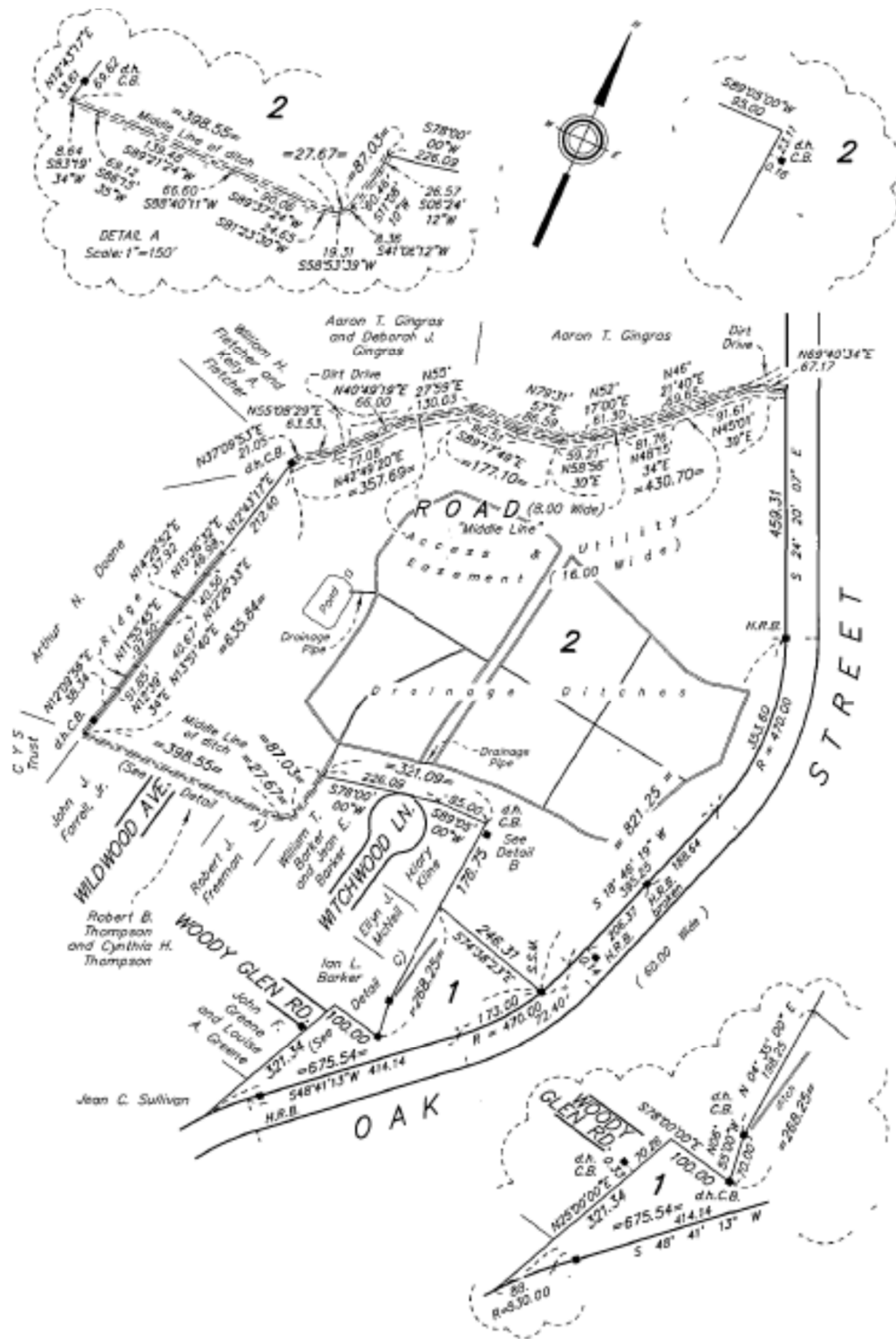




Image of Building on Property:

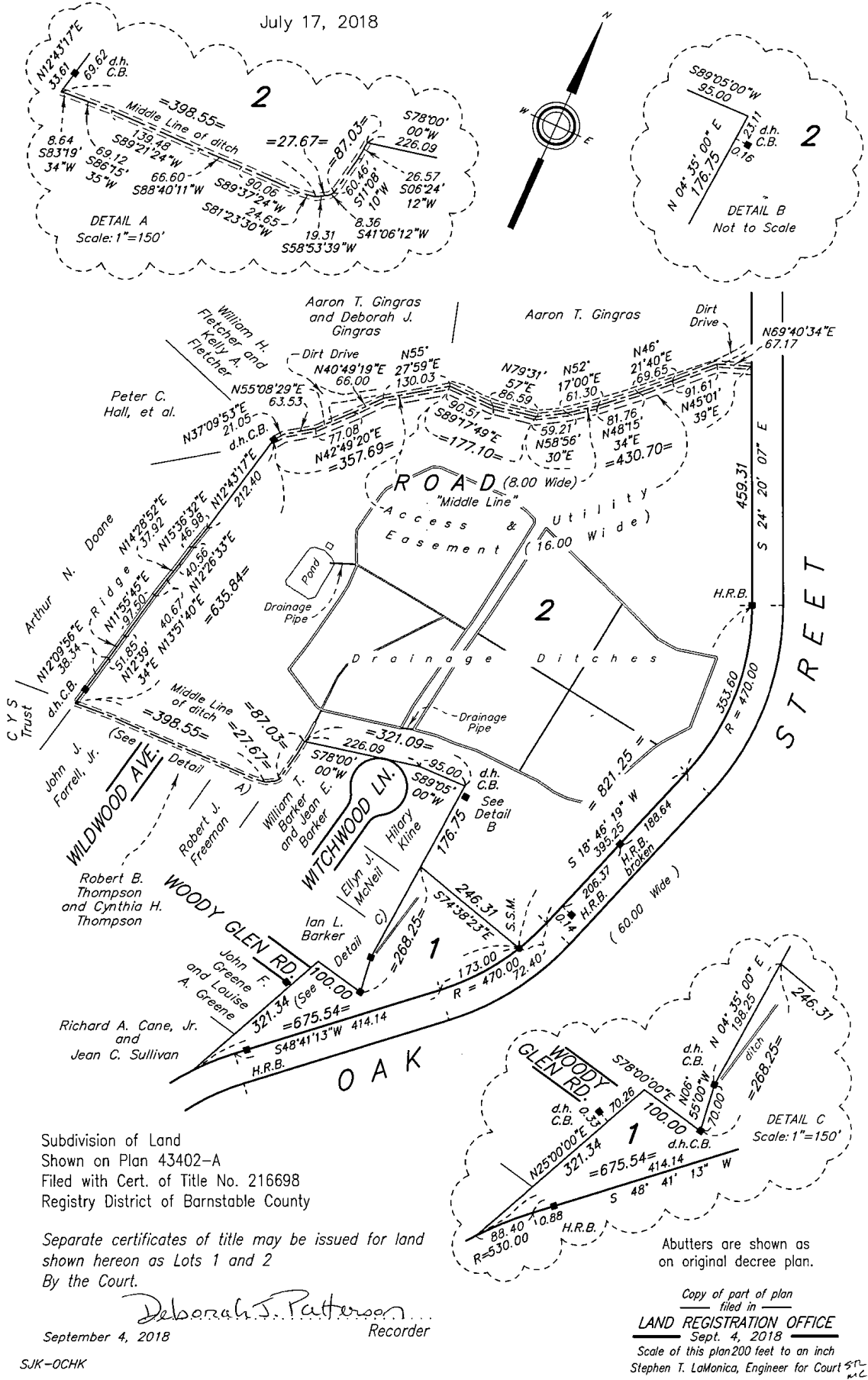


SUBDIVISION PLAN OF LAND IN HARWICH

Ryder & Wilcox, Inc., Surveyors

July 17, 2018

43402B



Subdivision of Land  
Shown on Plan 43402-A  
Filed with Cert. of Title No. 216698  
Registry District of Barnstable County

Separate certificates of title may be issued for land shown hereon as Lots 1 and 2  
By the Court.

*Deborah J. Patterson*  
Recorder

September 4, 2018

SJK-OCHK

Abutters are shown as on original decree plan.

Copy of part of plan filed in  
**LAND REGISTRATION OFFICE**  
Sept. 4, 2018  
Scale of this plan 200 feet to an inch  
Stephen T. LaMonica, Engineer for Court

<b>Part I</b>	ADMINISTRATION OF THE GOVERNMENT
<b>Title IX</b>	TAXATION
<b>Chapter 61A</b>	ASSESSMENT AND TAXATION OF AGRICULTURAL AND HORTICULTURAL LAND
<b>Section 14</b>	SALE FOR OR CONVERSION TO RESIDENTIAL OR COMMERCIAL USE; NOTICE OF INTENT TO CITY OR TOWN; OPTION TO PURCHASE; ASSIGNMENT OF OPTION

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*[Section impacted by 2020, 53, Sec. 9 effective April 3, 2020 relating to the suspension of all time periods within which any municipality is required to act, respond, effectuate or exercise an option to purchase in order to address disruptions caused by the outbreak of COVID-19.]*

Section 14. Land taxed under this chapter shall not be sold for, or converted to, residential, industrial or commercial use while so taxed or within 1 year after that time unless the city or town in which the land is located has been notified of the intent to sell for, or to convert to, that other use.

The discontinuance of agricultural or horticultural use shall not, in itself, for the purposes of this section, be considered a conversion. Specific use of land for a residence for the owner, the owner's spouse or a parent, grandparent, child, grandchild, or brother or sister of the owner, or surviving husband or wife of any deceased such relative, or for living

quarters for any persons actively employed full-time in the agricultural or horticultural use of such land, shall not be a conversion for the purposes of this section, and a certificate of the board of assessors, recorded with the registry of deeds, shall conclusively establish that particular use.

Any notice of intent to sell for other use shall be accompanied by a statement of intent to sell, a statement of proposed use of the land, the location and acreage of land as shown on a map drawn at the scale of the assessors map in the city or town in which the land is situated, and the name, address and telephone number of the landowner.

Any notice of intent to sell for other use shall be accompanied by a certified copy of an executed purchase and sale agreement specifying the purchase price and all terms and conditions of the proposed sale, which is limited to only the property classified under this chapter, and which shall be a bona fide offer as described below.

Any notice of intent to sell for other use shall also be accompanied by any additional agreements or a statement of any additional consideration for any contiguous land under the same ownership, and not classified under this chapter, but sold or to be sold contemporaneously with the proposed sale.

For the purposes of this chapter, a bona fide offer to purchase shall mean a good faith offer, not dependent upon potential changes to current zoning or conditions or contingencies relating to the potential for, or the potential extent of, subdivision of the property for residential use or the potential for, or the potential extent of development of the property for industrial or commercial use, made by a party unaffiliated with the landowner for a fixed consideration payable upon delivery of the deed.



Any notice of intent to convert to other use shall be accompanied by a statement of intent to convert, a statement of proposed use of the land, the location and acreage of land as shown on a map drawn at the scale of the assessors map in the city or town in which the land is situated, the name, address and telephone number of the landowner and the landowner's attorney, if any.

The notice of intent to sell or convert shall be sent by the landowner by certified mail or hand delivered to the mayor and city council of a city, or board of selectmen of a town, and in the case of either a city or a town, to its board of assessors, to its planning board and conservation commission, if any, and to the state forester.

A notarized affidavit that the landowner has mailed or delivered a notice of intent to sell or convert shall be conclusive evidence that the landowner has mailed the notice in the manner and at the time specified. Each affidavit shall have attached to it a copy of the notice of intent to which it relates.

The notice of intent to sell or convert shall be considered to have been duly mailed if addressed to the mayor and city council or board of selectmen in care of the city or town clerk; to the planning board and conservation commission if addressed to them directly; to the state forester if addressed to the commissioner of the department of conservation and recreation; and to the assessors if addressed to them directly.

If the notice of intent to sell or convert does not contain all of the material described above, then the town or city, within 30 days after receipt, shall notify the landowner in writing that notice is insufficient and does not comply.

For a period of 120 days after the day following the latest date of deposit in the United States mail of any notice which complies with this section, the city or town shall have, in the case of intended sale, a first refusal option to meet a bona fide offer to purchase the land.

In the case of intended or determined conversion not involving sale, the municipality shall have an option to purchase the land at full and fair market value to be determined by an impartial appraisal performed by a certified appraiser hired at the expense of the municipality or its assignee, the original appraisal to be completed and delivered to the landowner within 30 days after the notice of conversion to the municipality. In the event that the landowner is dissatisfied with the original appraisal, the landowner may, at the landowner's expense, contract for a second appraisal, to be completed within 60 days after the delivery of the notice to convert. If, after completion of the second appraisal, the parties cannot agree on a consideration, the parties will contract with a mutually acceptable appraiser for a third appraisal whose cost will be borne equally by both parties. The third appraisal shall be delivered to both parties within 90 days after the notice of conversion to the municipality and shall be the final determination of consideration. Upon agreement of a consideration, the city or town shall then have 120 days to exercise its option. During the appraisal process, the landowner may revoke the intent to convert at any time and with no recourse to either party.

The option may be exercised only after a public hearing followed by written notice signed by the mayor or board of selectmen, mailed to the landowner by certified mail at the address that is specified in the notice of intent. Notice of public hearing shall be given in accordance with section 23B of chapter 39.

The notice of exercise shall also be recorded at the registry of deeds and shall contain the name of the record owner of the land and description of the premises adequate for identification of them.

The notice to the landowner of the city or town's election to exercise its option shall be accompanied by a proposed purchase and sale contract or other agreement between the city or town and the landowner which, if executed, shall be fulfilled within a period of not more than 90 days after the date the contract or agreement, endorsed by the landowner, is returned by certified mail to the mayor or board of selectmen, or upon expiration of any extended period that the landowner has agreed to in writing, whichever is later.

At the public hearing or a further public hearing, the city or town may assign its option to a nonprofit conservation organization or to the commonwealth or any of its political subdivisions under the terms and conditions that the mayor or board of selectmen may consider appropriate. Notice of public hearing shall be given in accordance with section 23B of chapter 39.

*[ Eighteenth paragraph effective until November 10, 2022. For text effective November 10, 2022, see below.]*

The assignment shall be for the purpose of maintaining no less than 70 per cent of the land in use as forest land as defined in section 1, as agricultural and horticultural land as defined in sections 1 and 2 of chapter 61A or as recreation land as defined in section 1 of chapter 61B, and in no case shall the assignee develop a greater proportion of the land than was proposed by the developer whose offer gave rise to the

assignment. All land other than land that is to be developed shall then be bound by a permanent deed restriction that meets the requirements of chapter 184.

*[ Eighteenth paragraph as amended by 2022, 268, Sec. 95 effective November 10, 2022. For text effective until November 10, 2022, see above.]*

The assignment shall be for the purpose of maintaining not less than 70 per cent of the land in use as forest land as defined in section 1 of chapter 61, as land in agricultural or horticultural use as defined in sections 1 and 2 or as recreational land as defined in section 1 of chapter 61B, and in no case shall the assignee develop a greater proportion of the land than was proposed by the developer whose offer gave rise to the assignment. All land other than land that is to be developed shall then be bound by a permanent deed restriction that meets the requirements of chapter 184.

If the first refusal option has been assigned to a nonprofit conservation organization or to the commonwealth or any of its political subdivisions as provided in this section, the mayor or board of selectmen shall provide written notice of assignment to the landowner.

The notice of assignment shall state the name and address of the organization or agency of the commonwealth which will exercise the option in addition to the terms and conditions of the assignment. The notice of assignment shall be recorded with the registry of deeds.

Failure to record either the notice of exercise or the notice of assignment within the 120 day period shall be conclusive evidence that the city or town has not exercised its option.

If the option has been assigned to a nonprofit conservation organization or to the commonwealth or any of its political subdivisions, the option may be exercised by the assignee only by written notice to the landowner signed by the assignee, mailed to the landowner by certified mail at the address that is specified in the notice of intent. The notice of exercise shall also be recorded with the registry of deeds and shall contain the name of the record owner of the land and description of the premises adequate for identification of them.

The notice of exercise to the landowner shall be accompanied by a proposed purchase and sale contract or other agreement between the assignee and landowner which, if executed, shall be fulfilled within a period of not more than 90 days, or upon expiration of any extended period the landowner has agreed to in writing, from the date the contract or agreement, endorsed by the landowner, is returned by certified mail to the assignee.

During the 120 day period, the city or town or its assignees, shall have the right, at reasonable times and upon reasonable notice, to enter upon the land for the purpose of surveying and inspecting the land, including, but not limited to, soil testing for purposes of Title V and the taking of water samples.

The city or town or its assignee shall have all rights assigned to the buyer in the purchase and sale agreement contained in the notice of intent.

If the city or town elects not to exercise the option, and not to assign its right to exercise the option, the city or town shall send written notice of nonexercise, signed by the mayor or board of selectmen, to the landowner by certified mail at the address that is specified in the notice of intent.

The notice of nonexercise shall contain the name of the owner of record of the land and description of the premises adequate for identification of them and shall be recorded with the registry of deeds.

No sale or conversion of the land shall be consummated until the option period has expired or the notice of nonexercise has been recorded with the registry of deeds, and no sale of the land shall be consummated if the terms of the sale differ in any material way from the terms of the purchase and sale agreement which accompanied the bona fide offer to purchase as described in the notice of intent to sell except as provided in this section.

This section shall not apply to a mortgage foreclosure sale, but the holder of a mortgage shall, at least 90 days before a foreclosure sale, send written notice of the time and place of the sale to the parties in the manner described in this section for notice of intent to sell or convert, and the giving of notice may be established by an affidavit as described in this section.



# Harwich Wastewater Projects

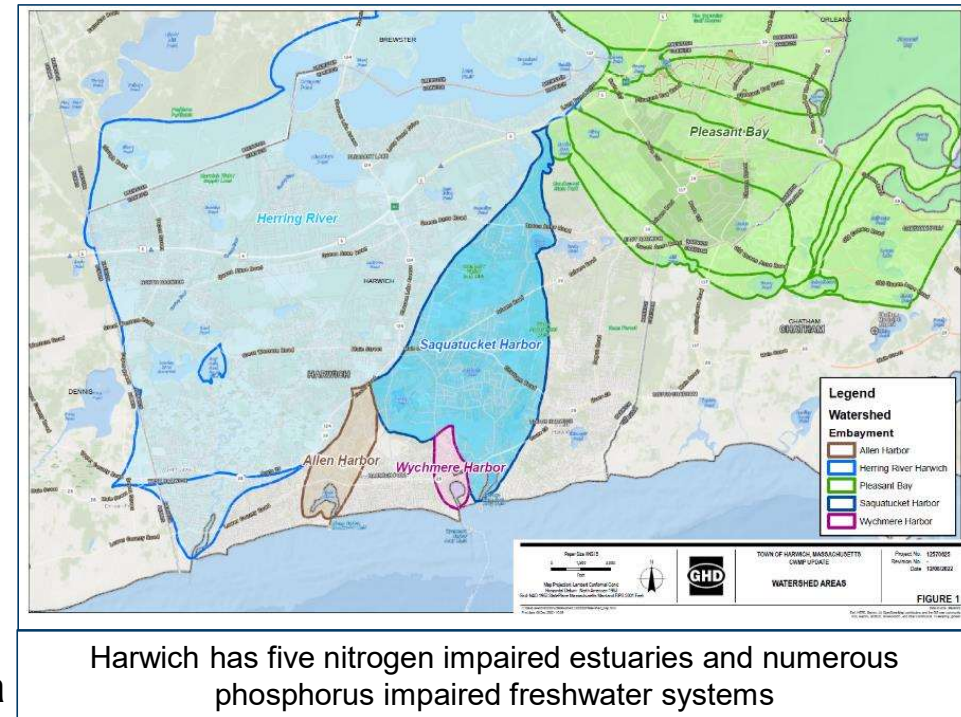
## GHD Update – July 24, 2023





# Regulatory Changes – Title 5 and Watershed Permits

- Title 5 revisions and new watershed permit regulations promulgated July 7, 2023
- 5 watersheds in Harwich with nitrogen TMDLs designated Nitrogen Sensitive Areas (effective July 7, 2023)
- 2 year Notice of Intent and Application Period, after which community needs to either:
  - Upgrade all existing septic systems within a nitrogen sensitive area to the Best Available Nitrogen Reducing Technology within 5 years,
  - Implement a 20 year watershed permit for each watershed designated as a Nitrogen Sensitive Area
  - Need to meet 75% of nitrogen load reductions in each watershed within first 20 year permit (unless alternative schedule is approved)





# Watershed Management Plans (314 CMR 21)

Watershed Management Plan or WMP – A plan that:

- (a) is consistent with a 208 Plan, if such plan exists, as determined by the designated areawide planning agency under § 208 of the Clean Water Act, 33 U.S.C. § 1288;
- (b) includes or is supplemented with the information and documentation specified in 314 CMR 21.03(2), unless the Department determines otherwise;
- (c) is based on one or more CWMPs, CWRMPs, or TWMPs, which may serve as the WMP if all requirements of this definition are met; and
- (d) provides a schedule and description of actions to achieve Necessary Nitrogen Load Reductions. Unless otherwise determined by the Department, the WMP may address pollutants other than nitrogen.

# Watershed Permit Requirements (314 CMR 21)

## 21.04: Application Review Process

(1) Permit Review Standard. The Department shall not issue a Watershed Permit if the proposed Watershed Management Plan does not provide for either achievement of the Necessary Nitrogen Load Reductions during the permit term or reasonable progress in achievement of those Necessary Nitrogen Load Reductions within the permit term. The Department will make a finding of reasonable progress if it determines that:

- (a) the Applicant's proposed alternative provided under 314 CMR 21.03(2)(b)13. is reasonable considering the financial costs and environmental impacts of the complete and proposed alternative compliance scenarios provided under 314 CMR 21.03(2)(b)13;
- (b) the Applicant cannot reasonably achieve the Necessary Nitrogen Load Reductions within the permit term; and
- (c) either:

1. at least 75% of the Necessary Nitrogen Load Reduction will be achieved within 20 years, or
2. an alternative schedule is appropriate based on watershed-specific issues (*e.g.*, number or complexity of watersheds, proportion of community's land area in watershed, total nitrogen load to be reduced, logistical and financial planning for wastewater infrastructure, complexity of achieving nitrogen reduction targets). The alternative schedule must, at a minimum, include planning and a schedule to achieve all Necessary Nitrogen Load Reductions.

# Regulatory Milestones

Notice of Intent /  
Application Period:  
July 2023 – July 2025

5 Watersheds designated as  
Nitrogen Sensitive Areas: July  
2023

5-Year  
Milestone:  
2030

5-Year  
Milestone:  
2035

5-Year  
Milestone:  
2040

Watershed  
Permit  
Renewed



# Regulatory Milestones

Notice of Intent /  
Application Period:  
July 2023 – July 2025

5 Watersheds designated as  
Nitrogen Sensitive Areas: July  
2023

5-Year  
Milestone:  
2030

5-Year  
Milestone:  
2035

5-Year  
Milestone:  
2040

Watershed  
Permit  
Renewed



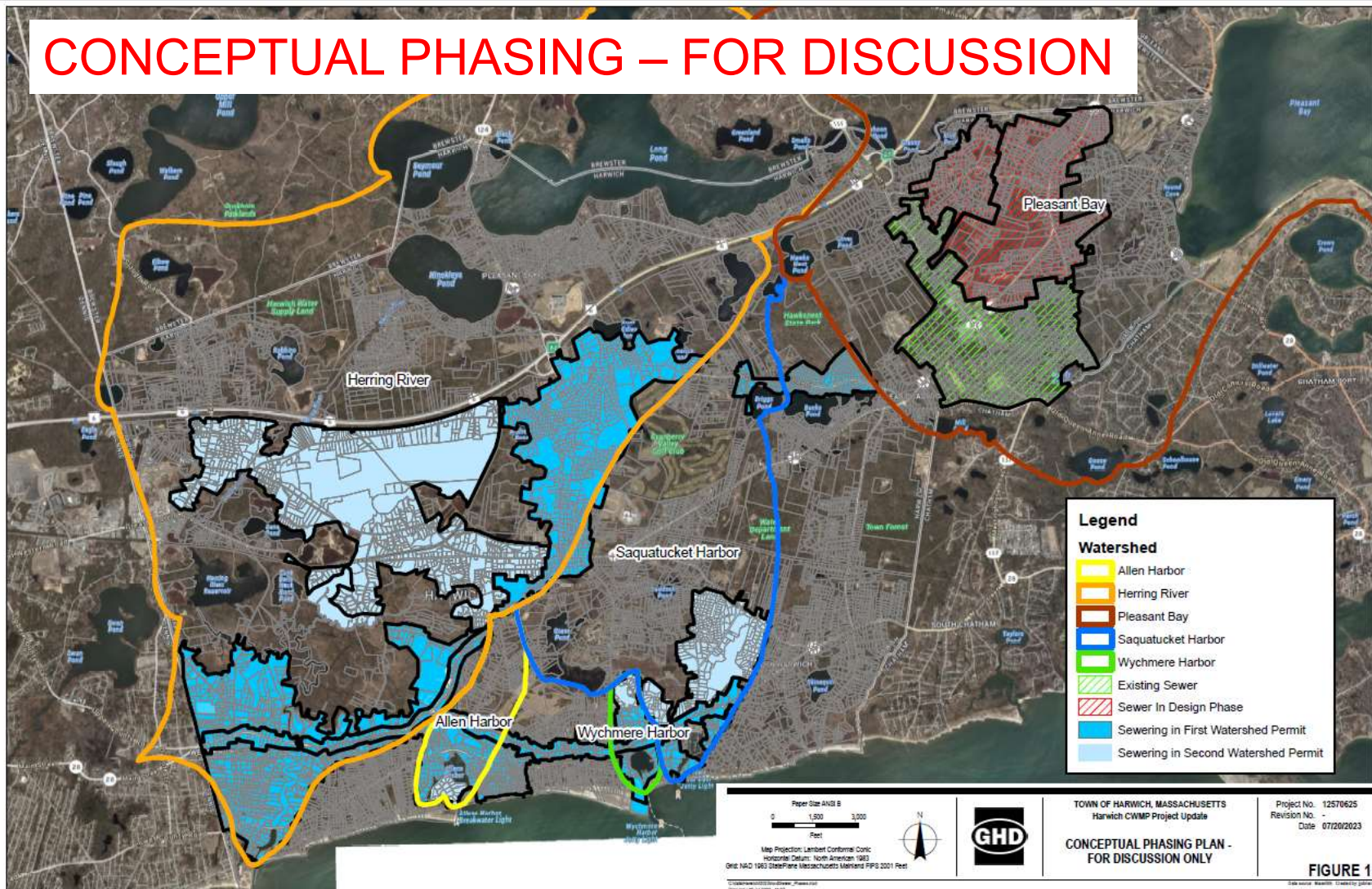
CWMP Implementation Schedule: 2013 through 2052

# Potential Phasing Strategy

- Projects outside of Nitrogen Sensitive Areas (2025 – 2030)
  - Great Sand Lakes
  
- First Watershed Permit Cycle (2025 – 2045)
  - Route 28 – provides artery through Herring River, Allen Harbor, Wychmere Harbor and Saquatucket Harbor
  - Sisson Road – Harwich Center and potentially connection to Dennis
  
- Second Watershed Permit Cycle (2045 – 2065)
  - Complete sewerage in Herring River, Allen Harbor, Wychmere Harbor to meet TMDL goals
  - Complete sewerage in Saquatucket Harbor (sewerage anticipated to be adjusted based on measured impacts of Cold Brook restoration project)



# CONCEPTUAL PHASING – FOR DISCUSSION







**\* Thank You**

**→ [ghd.com](https://ghd.com)**

## Section 4(f) *de minimis* Impact Determination [per 23 CFR 771]

**NOTE:** *De minimis* impacts are defined as those that, after considering any measures to minimize harm, do not adversely affect the activities, features, or attributes that qualify a significant public park, recreation area, or wildlife and/or waterfowl refuge for protection under Section 4(f) of the DOT of 1966, as amended.

This form is prepared to document the analysis of planned impacts to a Section 4(f) facility and seek concurrence from the official with jurisdiction that the below-referenced MassDOT federal-aid transportation project's minor impacts would not adversely affect the operation/function of the subject resource.

### Project Information Table


<b>Project Proponent:</b>	Town of Harwich
<b>Project Name:</b>	Sidewalk Installation on Route 28 from Bank Street to Saquatucket Harbor (611985)
<b>Municipality:</b>	Town of Harwich
<b>Project Description:</b>	The Massachusetts Department of Transportation Highway Division and the Town of Harwich propose to expend federal funds to construct a sidewalk on the eastbound segment of Route 28 from Bank Street to Saquatucket Harbor.
<b>Section 4(f) Resource:</b>	Saquatucket Municipal Marina
<b>Type of Section 4(f) Resource:</b>	Recreation Area
<b>Official with Jurisdiction:</b>	Town of Harwich
<b>Impacts to Section 4(f) Resource:</b>	This project will require one permanent easement totaling 760 square feet. The permanent easement (5-PUE-27) is required for the relocation of overhead wires, guy wire installation, the placing of a small sediment control barrier during construction, and for sloping and grading.
<b>Measures to Minimize Harm to Section 4(f) Resource:</b>	Per FHWA's Section 4(f) policy paper, a <i>de minimis</i> impact determination considers all avoidance, minimization, mitigation, or enhancement measures. The easement is located as far away from the marina as possible. Proposed work on the marina will not adversely affect the activities, features, or attributes that make the property eligible for Section 4(f).
<b>Public Outreach and public comments:</b>	Public input was sought for the <i>de minimis</i> impact determination through a legal ad notice advertised in the Cape Cod Times on June 14, 2023. A 25% formal design public hearing was held on January 17, 2023. No significant concerns or issues have been raised by public comment to date.

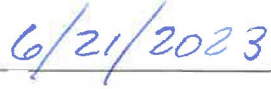
### Summary and Determination

Based on the minor scope of the above-referenced impacts, including measures to minimize harm, MassDOT Highway Division has determined that the project will not adversely affect the activities, features or attributes that qualify the resource for protection under Section 4(f).

**MassDOT Intent to make a De Minimis Determination**

This notification hereby serves to inform the official with jurisdiction of MassDOT's intent to make a *de minimis* impact determination for the described proposed "use" of the subject Section 4(f) resource.

  
\_\_\_\_\_  
Jeffrey Shrimpton, Program Engineer for Design  
MassDOT Highway Division

  
\_\_\_\_\_  
Date

**Section 4 (f) De Minimis Finding Concurrence**

After consideration of any comments received from the public, as the official with jurisdiction over said resource, I hereby concur with the determination that "use" will not adversely affect the activities, features, and attributes that qualify the property for protection under Section 4(f).

\_\_\_\_\_  
Mary E. Anderson, Chair, Select Board  
Town of Harwich

\_\_\_\_\_  
Date

**MassDOT Request for Federal Highway Administration (FHWA) Approval**

MassDOT Highway Division requests final approval from FHWA that the proposed "use" of the above described Section 4(f) resource meets the criteria of a *de minimis* impact, as specified under 23 CFR 774.17.

\_\_\_\_\_  
Division Administrator (or designee)  
Federal Highway Administration  
Massachusetts Division

\_\_\_\_\_  
Date

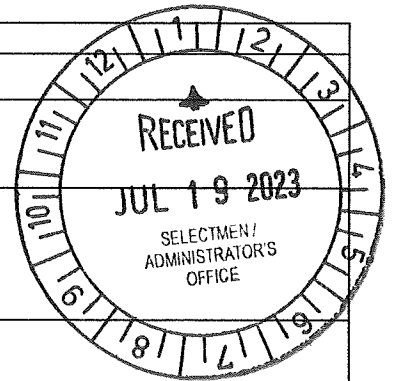
HARWICH MAIN STREET (ROUTE 28)			
STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	TBD	06	17
PROJECT FILE NO. 611985			

PRELIMINARY RIGHT OF WAY PLANS  
PARCEL SUMMARY SHEETS  
SHEET 3 OF 3


PARCEL NO.	PLAN SHEET NO.	TITLEHOLDER	TITLE REFERENCE				AREA (S.F. +/-)						TOTAL PROPERTY AREA (S.F.)	TOTAL FRONTAGE ON ROW PLANS (FT.)	PROPERTY ADDRESS	REMARKS	LAND RESTRICTION FROM THE DEED
			DEED BOOK	PAGE NO.	LCC NO.	CERT NO.	TAKEN		EASEMENT		TOTAL TAKEN	REMAINING					
							TOWN	STATE	TYPE	AREA							
5-PUE-9	14, 15	WILLIAM J LYNN III MARY AGNES MURPHY	22681	236	-	-	-	-	PERM	517	-	-	9,600	193	22 COLONIAL WAY	RELOCATION OF OVERHEAD WIRES, GUY WIRE INSTALLATION AND SLOPING & GRADING (2:1 MAX)	
5-PUE-10	15	ROBERT H MURPHY	4651	250	-	-	-	-	PERM	78	-	-	10,260	111	690 ROUTE 28	GUY WIRE INSTALLATION, TREE REMOVAL, SELECTIVE CLEARING & GRUBBING IF NEEDED AND SLOPING & GRADING (2:1 MAX)	
5-TE-38	15	ROBERT H MURPHY	4651	250	-	-	-	-	TEMP	210	-	-	-	-		CLEARING & GRUBBING, TREE REMOVAL	
5-GR-PUE-W-1	15	HAYLEY & MATTHEW BYRON MARY & RICHARD MCCOLE	27331	295	-	-	-	-	PERM	427	-	-	18,295	235	25 COLONIAL WAY	GUARDRAIL, WALL, RELOCATION OF OVERHEAD WIRES, GUY WIRE INSTALLATION, SEDIMENT CONTROL BARRIER, CLEARING & GRUBBING AND SLOPING & GRADING (2:1 MAX)	
5-PUE-11	15	HAYLEY & MATTHEW BYRON MARY & RICHARD MCCOLE	27331	295	-	-	-	-	PERM	552	-	-	-	-		RELOCATION OF OVERHEAD WIRES, GUY WIRE INSTALLATION, SEDIMENT CONTROL BARRIER, CLEARING & GRUBBING AND SLOPING & GRADING (2:1 MAX)	
5-TE-30	15	HAYLEY & MATTHEW BYRON MARY & RICHARD MCCOLE	27331	295	-	-	-	-	TEMP	76	-	-	-	-		REMOVE LANDSCAPE/BUSHES AND CLEARING & GRUBBING	
5-GR-PUE-W-2	15	SANDRA TANCO	-	-	-	185887	-	-	PERM	168	-	-	23,523	33	21 COLONIAL WAY	GUARDRAIL, WALL, RELOCATION OF OVERHEAD WIRES, SEDIMENT CONTROL BARRIER, CLEARING & GRUBBING AND SLOPING & GRADING (2:1 MAX)	
5-PUE-12	15	SANDRA TANCO	-	-	-	185887	-	-	PERM	186	-	-	-	-		RELOCATION OF OVERHEAD WIRES, SEDIMENT CONTROL BARRIER, CLEARING & GRUBBING AND SLOPING & GRADING (2:1 MAX)	
5-TE-31	15	SANDRA TANCO	-	-	-	185887	-	-	TEMP	117	-	-	-	-		CLEARING & GRUBBING	
5-GR-PUE-1	15	LOOMIS T SIMMONS, LLC	26951	217	-	-	-	-	PERM	541	-	-	66,211	425	705 ROUTE 28	GUARDRAIL, RELOCATION OF OVERHEAD WIRES, GUY WIRE INSTALLATION AND SLOPING & GRADING (2:1 MAX)	
5-PUE-26	16	LOOMIS T SIMMONS, LLC	26951	217	-	-	-	-	PERM	3,757	-	-	-	-		RELOCATION OF OVERHEAD WIRES, GUY WIRE INSTALLATION, SEDIMENT CONTROL BARRIER, TREE PROTECTION, REMOVE BUSHES AND SLOPING & GRADING (2:1 MAX)	
5-TE-33	15, 16	LOOMIS T SIMMONS, LLC	26951	217	-	-	-	-	TEMP	1,420	-	-	-	-		DRIVEWAY RECONSTRUCTION, SEDIMENT CONTROL BARRIER, TREE PROTECTION, AND SLOPING & GRADING (MAX 2:1)	
5-PUE-27	16	TOWN OF HARWICH SAQUATUCKET HARBOR	1231	360	-	-	-	-	PERM	760	-	-	-	150	715 ROUTE 28	RELOCATION OF OVERHEAD WIRES, GUY WIRE INSTALLATION, SEDIMENT CONTROL BARRIER AND SLOPING & GRADING (2:1 MAX)	
5-TE-35	16	BUILDING DOWN THE ROAD LLC	23214	159	-	-	-	-	TEMP	1,174	-	-	-	369	710 ROUTE 28	BRICK WALK RECONSTRUCTION, SLOPING & GRADING (2:1 MAX)	
5-1-T	16, 17	MYACOMET AT HARWICHPORT CONDOMINIUM MASTER DEED	3647	216	-	-	-	-	-	-	60	67,028	67,088	455	724 ROUTE 28	SIDEWALK	
5-TE-40	16	MYACOMET AT HARWICHPORT CONDOMINIUM MASTER DEED	3647	216	-	-	-	-	TEMP	1,435	-	-	-	-		SLOPING & GRADING (MAX 2:1)	
5-TE-41	16, 17	MYACOMET AT HARWICHPORT CONDOMINIUM MASTER DEED	3647	216	-	-	-	-	TEMP	617	-	-	-	-		SLOPING & GRADING (MAX 2:1)	

**DISCLOSURE BY NON-ELECTED MUNICIPAL EMPLOYEE OF FINANCIAL INTEREST  
AND DETERMINATION BY APPOINTING AUTHORITY  
AS REQUIRED BY G. L. c. 268A, § 19**

<b>MUNICIPAL EMPLOYEE INFORMATION</b>	
Name:	Emily Brutti
Title or Position:	Planning Board Member
Municipal Agency:	
Agency Address:	
Office Phone:	[REDACTED]
Office E-mail:	[REDACTED]
	My duties require me to participate in a particular matter, and I may not participate because of a financial interest that I am disclosing here. I request a determination from my appointing authority about how I should proceed.
<b>PARTICULAR MATTER</b>	
Particular matter  E.g., a judicial or other proceeding, application, submission, request for a ruling or other determination, contract, claim, controversy, charge, accusation, arrest, decision, determination, or finding.	Please describe the particular matter.  Planning board cases Case # PB2023 - 04 and Case # PB2023-12, which are regarding a Two-Family Dwelling and Alternate Access Driveway at 86 Miles Street in Harwich Port.
Your required participation in the particular matter:  E.g., approval, disapproval, decision, recommendation, rendering advice, investigation, other.	Please describe the task you are required to perform with respect to the particular matter.  As a planning board member, I would be hearing and voting on these cases. They are scheduled to come back before the board on Tuesday July 25th.
<b>FINANCIAL INTEREST IN THE PARTICULAR MATTER</b>	
Write an X by all that apply.	<input type="checkbox"/> I have a financial interest in the matter. <input checked="" type="checkbox"/> My immediate family member has a financial interest in the matter. <input type="checkbox"/> My business partner has a financial interest in the matter. <input type="checkbox"/> I am an officer, director, trustee, partner or employee of a business organization, and the business organization has a financial interest in the matter. <input type="checkbox"/> I am negotiating or have made an arrangement concerning future employment with a person or organization, and the person or organization has a financial interest in the matter.





Financial interest in the matter	Please explain the financial interest and include a dollar amount if you know it.  It has come to my attention that my husband's landscaping crew does some lawn maintenance at this property, 86 Miles Street.
Employee signature:	
Date:	July 19, 2023

**DETERMINATION BY APPOINTING OFFICIAL**

	<b>APPOINTING AUTHORITY INFORMATION</b>
Name of Appointing Authority:	
Title or Position:	
Agency/Department:	
Agency Address:	
Office Phone:	
Office E-mail	
	<b>DETERMINATION</b>
Determination by appointing authority:	As appointing official, as required by G.L. c. 268A, § 19, I have reviewed the particular matter and the financial interest identified above by a municipal employee. I have determined that the financial interest is not so substantial as to be deemed likely to affect the integrity of the services which the municipality may expect from the employee.
Appointing Authority signature:	
Date:	
Comment:	

Attach additional pages if necessary.

The appointing authority shall keep this Disclosure and Determination as a public record.



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

**APPLICATION FOR A SPECIAL PERMIT**

- One day Entertainment (\$25)
- One day Liquor License – All Alcohol (\$50)
- One day Liquor License – Wines & Malt (\$50)
- Craft Fair (\$50)
- Event (\$25)
- Road Race (\$50)
- Other (please specify) \_\_\_\_\_

Applicants Name Cape Cod Commercial Fishermen's Alliance, Jennifer Allard Phone 508-356-7060

Mailing Address 1566 Main Street, Chatham, MA 02633

Owners Name & Address 1566 Main Street, Chatham, MA 02633 - John Pappalard, CEO (Non-Profit, there is no owner)

Email Address events@capecodfishermen.org

**REQUIRED FOR ONE DAY ENTERTAINMENT – PLEASE PRINT**

- The date & time (I.E. 4 P.M. to 10 P.M.) you are requesting to have entertainment  
Saturday, August 5th from 5PM - 10 PM
- Location of entertainment (Inside and/or outside)  
Under a tent/outside
- Address where entertainment will be playing  
100 Oak Street, Harwich, MA

**REQUIRED FOR ONE DAY ENTERTAINMENT - ENTERTAINMENT TYPE: (Check all appropriate boxes)**

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

**REQUIRED FOR ROAD RACE/CRAFT FAIR/ANY OTHER EVENT**

Address of Event 100 Oak Street, Harwich

Date & Time Saturday August 5, 2023

Route/Location for Road Race \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Provide any additional information necessary for the Board of Selectmen This is a fundraiser for the Fishermen's Alliance. This event has been held in Chatham for 20 years and we are so excited to hold it in Harwich for the first time. There will be cocktail music provided by a DJ, police details will be hired for the event, and all hired bartenders are TIPS certified. This event is 21+ and an ID will be required.

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

Jonathan Miller - Event Manager  
Signature of applicant & title

[Redacted]  
Federal I.D. #

Cape Cod Commercial Fishermen's Alliance  
Signature of individual or corporate name

[Redacted]  
Federal I.D. #

\_\_\_\_\_  
Signature of Manager

\_\_\_\_\_  
Federal I.D. #

\_\_\_\_\_  
Signature of Partner

\_\_\_\_\_  
Federal I.D. #

**REGULATORY COMPLIANCE FORM**

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

DocuSigned by:  
Jack Mee  
Building Commissioner

DocuSigned by:  
Carrie Schauer  
Board of Health

DocuSigned by:  
Bruce Young  
Fire Department

DocuSigned by:  
Kevin Conshine  
Police Department

DocuSigned by:  
Eric Bubb  
Recreation Department

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

**Please note: This permit does not exempt the applicant from the Town of Harwich Chapter 189 Noise by-law**



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

**APPLICATION FOR A SPECIAL PERMIT**

- One day Entertainment (\$25)
- One day Liquor License – All Alcohol (\$50)
- One day Liquor License – Wines & Malt (\$50)
- Craft Fair (\$50)
- Event (\$25)
- Road Race (\$50)
- Other (please specify) motorcycle fundraiser ride

Applicants Name Harwich Chamber Phone 508-430-1165  
 Mailing Address 1 Schoolhouse Road Harwich Port, MA 02646  
 Owners Name & Address same as above  
 Email Address Cyndi@harwichcc.com

**REQUIRED FOR ONE DAY ENTERTAINMENT – PLEASE PRINT**

- The date & time (I.E. 4 P.M. to 10 P.M.) you are requesting to have entertainment  
Sunday-Sept 10, 2023
- Location of entertainment (Inside and/or outside)  
Cape Cod Regional Technical School
- Address where entertainment will be playing  
\_\_\_\_\_

**REQUIRED FOR ONE DAY ENTERTAINMENT - ENTERTAINMENT TYPE: (Check all appropriate boxes)**

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

**REQUIRED FOR ROAD RACE/CRAFT FAIR/ANY OTHER EVENT**

Address of Event \_\_\_\_\_

Date & Time September 10th

Route/Location for Road Race See attached. This is a fundraising motorcycle ride for opioid awareness - coming from Fairport to ending at the Cape Tech - many riders are Alumni of the Cape Tech - This is an annual ride

Provide any additional information necessary for the Board of Selectmen \_\_\_\_\_  
Called ROAD.



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

Cynthia Williams Executive Director  
Signature of applicant & title

042-184220  
Federal I.D. #

\_\_\_\_\_  
Signature of individual or corporate name

\_\_\_\_\_  
Federal I.D. #

\_\_\_\_\_  
Signature of Manager

\_\_\_\_\_  
Federal I.D. #

\_\_\_\_\_  
Signature of Partner

\_\_\_\_\_  
Federal I.D. #

**REGULATORY COMPLIANCE FORM**

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

DocuSigned by:  
Jack Mu  
Building Commissioner

DocuSigned by:  
Carrie Schaner  
Board of Health

DocuSigned by:  
Bruce Young  
Fire Department

Km. Adm.  
Police Department

DocuSigned by:  
Eric Buh  
Recreation Department

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

**Please note: This permit does not exempt the applicant from the Town of Harwich Chapter 189 Noise by-law**



## **ROAR- Ride Route**

Starting at Falmouth High School, 874 Gifford Street turn right onto Brick Kiln Road, turn right onto Route 28A through Pocasset to the Otis Rotary, take the third exit onto Route 28 (MacArthurs Blvd) through Bourne to the Bourne Rotary, take the first exit onto scenic Route 6A through Bourne, Sandwich, Barnstable, Yarmouth, Dennis, and Brewster. We'll turn right onto Route 137 and then right again onto Route 124 to the Cape Cod Tech.

# **OLD BUSINESS**



**OFFICE OF THE TOWN ADMINISTRATOR**

732 MAIN STREET, HARWICH, MA 02645

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

Phone (508) 430-7513  
Fax (508) 432-5039

**MEMO**

TO: Select Board  
FROM: Joseph F. Powers, Town Administrator  
CC: Meggan M. Eldredge, Assistant Town Administrator  
RE: Analysis of latest procurement update relative to the overall list of projects  
DATE: July 24, 2023

This memorandum follows on the packet material under the Board’s agenda for tonight for *Old Business Item A. Update from the Town Administrator on ongoing procurement status.*

As you will see on the document in your packet entitled “Status Update: Ongoing Procurement As of: 7/21/2023”, there are seventy-seven (77) procurement projects within the one hundred (100) overall projects currently being tracked by the Administration Department.

**Analysis of Procurement Projects:**

There are seven (7) status descriptions contained with the procurement level of the project list. They are:

**Definitions of Procurement Status**

Description	Definition
Awaiting Initiation	Procurement lead has not yet initiated process
IFB/RFP Process	In development stage up to/including in marketplace
Contract Awarded	Procurement resulted in vendor agreement
Final Step	Last stage of procurement (usually actual acquisition)
Complete	The procurement process is done; will not appear in updates
Square One	Procurement process did not yield any results; starting over
Withdrawn	Project withdrawn; funds returned to CPA if CPC-funded

The following table shows the current status of the 77 procurement projects by number and percentage:

Status options	#	%
Awaiting initiation	52	67.53%
IFB/RFP Process	12	15.58%
Contract Awarded	3	3.90%
Final Step	4	5.19%
Complete	3	3.90%
Square One	2	2.60%
Withdrawn	1	1.30%

I can speak directly to the remaining twenty-three (23) other projects at your meeting.

Year	#	Description	Amount	Follow-up Action	Status	Department	Primary Owner
2018	55	Judah Eldredge Property Acquisition	369,000.00	Procurement	Complete	ADMINISTRATION	Eldredge, M.
2020	31	Update Historic Property Inventory	34,500.00	Procurement	Square One	ADMINISTRATION	Eldredge, M.
2021	15	MS4 Updates	181,261.00	Procurement	contract Awarded	ADMINISTRATION	Eldredge, M.
2022	19	Stormwater EPA MS4 Compliance	100,000.00	Procurement	contract Awarded	ADMINISTRATION	Eldredge, M.
2022	39	Fund Land Research For Assessing Purposes	500,000.00	Procurement	Awaiting initiation	ASSESSING	Jones, C.
2020	18	Memorial Tree	20,000.00	Procurement	Final Step	CEMETERY	Kelley, R.
2022	31	East Harwich Union Cemetery Gravestone Preservation	118,800.00	Procurement	Final Step	CEMETERY	Kelley, R.
2023	28	War Memorials Project	256,283.00	Procurement	Awaiting initiation	CEMETERY	Kelley, R.
2020	19	Playback Server	20,570.00	Procurement	Awaiting initiation	CHANNEL 18	Goodwin, J.
2020	20	Hearing Room Improvements	97,000.00	Procurement	Awaiting initiation	CHANNEL 18	Goodwin, J.
2021	22	Hearing Room Improvements	99,254.00	Procurement	Awaiting initiation	CHANNEL 18	Goodwin, J.
2022	15	Channel 18 Studio Equipment	45,815.00	Procurement	Awaiting initiation	CHANNEL 18	Goodwin, J.
2023	9	Cable & Peg Access	157,037.00	Procurement	Awaiting initiation	CHANNEL 18	Goodwin, J.
2023	10	Items Funded From The Cable Fund	47,222.00	Procurement	Awaiting initiation	CHANNEL 18	Goodwin, J.
2018	57	Hinckley Pond Remediation/Improvements	70,700.00	Procurement	Final Step	CONSERVATION	Usowski, A.
2023	44	Acquire By Donation Land At 70 Forest St	5,000.00	Procurement	Awaiting initiation	CONSERVATION	Usowski, A.
2023	48	Supplemental Appropriation Judah Eldredge	400,000.00	Procurement	Complete	CONSERVATION	Usowski, A.
2023	12	Fund Family Preschool Support Program	250,000.00	Procurement	IFB/RFP Process	COUNCIL ON AGING	Witas, J.
2023	16-13	204 Sisson Road (Culture)	1,982,427.00	Procurement	IFB/RFP Process	CULTURAL AFFAIRS	Mewhinney, K.
2018	24	Fire Station 2	249,612.00	Procurement	Awaiting initiation	FIRE DEPARTMENT	LeBlanc, D.
2023	16-2	Engines/Other Fire Equipped Vehicles	350,000.00	Procurement	Awaiting initiation	FIRE DEPARTMENT	LeBlanc, D.
2023	16-3	Equipment Replacements	36,580.00	Procurement	Complete	FIRE DEPARTMENT	LeBlanc, D.
2017	18	Golf Cart Barn	239,292.00	Procurement	Awaiting initiation	GOLF	Greer, R.
2016	11	Facility Maintenance Fund-Harbor	81,627.00	Procurement	Awaiting initiation	HARBOR	Rendon, J.
2017	19	Round Cove Boat Ramp	147,074.00	Procurement	Awaiting initiation	HARBOR	Rendon, J.
2017	20	Saquatucket Harbor	69,704.00	Procurement	Awaiting initiation	HARBOR	Rendon, J.
2019	12	Facility Maintenance Fund - Allen Harbor Jetty	106,682.00	Procurement	Awaiting initiation	HARBOR	Rendon, J.
2019	12	Wixon Dock Improvements	70,000.00	Procurement	Square One	HARBOR	Rendon, J.
2023	16-4	Wixon Landing Improvements	30,000.00	Procurement	Awaiting initiation	HARBOR	Rendon, J.
2018	47	70 Willow Street Clear Title And Revise Boundary Lines	0.00	Procurement	Awaiting initiation	HOUSING ADVOCACY	POWELL, B.
2021	12	Acquire Parcel Located Off Pleasant Lake Ave, Assessors Map 82, Lot R5	170,000.00	Procurement	Awaiting initiation	HOUSING ADVOCACY	POWELL, B.
2022	2	Acquire 62 Rte 28	1.00	Procurement	IFB/RFP Process	HOUSING ADVOCACY	POWELL, B.
2023	25	CPC- Affordable Housing Trust	500,000.00	Procurement	Awaiting initiation	HOUSING ADVOCACY	POWELL, B.
2023	16-5	Technology Reinvestment	387,000.00	Procurement	Awaiting initiation	INFORMATION TECH	Eaton, S.
2023	13	Fund Technology Enhancements	25,000.00	Procurement	Final Step	LIBRARY	Hewitt, G.
2023	34	CPC - Skinequit Pond Remediation	92,000.00	Procurement	IFB/RFP Process	NATURAL RESOURCES	Rendon, J.*
2022	18	Replacement Of Bullet Resistant Vests	49,200.00	Procurement	IFB/RFP Process	POLICE DEPARTMENT	Guillemette, D.
2023	16-6	Equipment Replacements-tasers and ballistic plates	64,115.00	Procurement	Awaiting initiation	POLICE DEPARTMENT	Guillemette, D.
2023	16-7	Police Cruisers	183,000.00	Procurement	Awaiting initiation	POLICE DEPARTMENT	Guillemette, D.
2023	16-8	Technology Replacements-upgrade EOC	20,000.00	Procurement	Awaiting initiation	POLICE DEPARTMENT	Guillemette, D.
2013	31	Library Bldg Maint	25,000.00	Procurement	Awaiting initiation	PUBLIC WORKS	Hooper, L.
2014	23	Brooks Library Carpet	4,000.00	Procurement	Awaiting initiation	PUBLIC WORKS	Hooper, L.
2016		Route 39/Chatham Rd Intersection Project	300,000.00	Procurement	Awaiting initiation	PUBLIC WORKS	Hooper, L.
2018	9	Albro House/Brooks Academy Boilers	21,902.00	Procurement	Awaiting initiation	PUBLIC WORKS	Hooper, L.
2018	10	Comm Center And Town Hall Carpet Replacement	130,000.00	Procurement	Awaiting initiation	PUBLIC WORKS	Hooper, L.
2018	10	Update Town's Hvac At Town Hall, Comm Center, Fire Station One, Pd	141,659.00	Procurement	Awaiting initiation	PUBLIC WORKS	Hooper, L.
2019	11	Harwich Center Ada Sidewalk Project	30,000.00	Procurement	Awaiting initiation	PUBLIC WORKS	Hooper, L.
2019	12	Brooks Library Sidewalk Repair	90,000.00	Procurement	Awaiting initiation	PUBLIC WORKS	Hooper, L.
2021	13	Ada Sidewalks Harwich Center	50,000.00	Procurement	Awaiting initiation	PUBLIC WORKS	Hooper, L.
2021	16	Brooks Library Roof Replacement	148,500.00	Procurement	IFB/RFP Process	PUBLIC WORKS	Hooper, L.
2023	18	Capital Outlay - Funded By Chapter 90 Funds	700,000.00	Procurement	Awaiting initiation	PUBLIC WORKS	Hooper, L.
2023	27	CPC- Brooks Academy Preservation	640,000.00	Procurement	Awaiting initiation	PUBLIC WORKS	Hooper, L.
2023	30	CPC - Oak Street Bike Path Lighting	13,000.00	Procurement	Awaiting initiation	PUBLIC WORKS	Hooper, L.
2023	43	Dispose Surplus Property At 276 Queen Anne Rd	10,000.00	Procurement	IFB/RFP Process	PUBLIC WORKS	Hooper, L.
2023	47	Supplemental Appropriation Brooks Academy	475,000.00	Procurement	Awaiting initiation	PUBLIC WORKS	Hooper, L.
2023	16-1	Beautify The Villages Of Harwich	50,000.00	Procurement	Awaiting initiation	PUBLIC WORKS	Hooper, L.
2023	16-10	Road Maintenance/Improvements (See Art. 18)	700,000.00	Procurement	Awaiting initiation	PUBLIC WORKS	Hooper, L.
2023	16-11	Vehicle Replacements-2 MSW trailers, 2 Dumps, 1 F-350	515,000.00	Procurement	contract Awarded	PUBLIC WORKS	Hooper, L.
2023	16-12	100 Oak Street (Community Center)-bleachers and fans	145,500.00	Procurement	Awaiting initiation	PUBLIC WORKS	Hooper, L.
2023	16-14	273 Queen Anne Road (Transfer Station) generator	157,300.00	Procurement	Awaiting initiation	PUBLIC WORKS	Hooper, L.
2023	16-15	Ada Compliance Requirements	121,000.00	Procurement	Awaiting initiation	PUBLIC WORKS	Hooper, L.
2023	16-16	739 Main Street (Brooks Free Library)-supplement ATM21 #18	90,000.00	Procurement	IFB/RFP Process	PUBLIC WORKS	Hooper, L.
2023	16-9	Equipment Replacements-ball field mower	75,000.00	Procurement	Awaiting initiation	PUBLIC WORKS	Hooper, L.
2019	43	Sand Pond Restroom Project-septic system upgrade	123,000.00	Procurement	IFB/RFP Process	RECREATION	Beebe, E.
2021	29	Senior Memorial Field Fencing	40,181.00	Procurement	withdrawn	RECREATION	Beebe, E.
2022	36	Brooks Park Pickleball/Basketball Court	245,500.00	Procurement	IFB/RFP Process	RECREATION	Beebe, E.
2023	31	Senior Softball Fields Restroom	150,000.00	Procurement	Awaiting initiation	RECREATION	Beebe, E.
2023	32	Brooks Park Tennis Court/Pickleball resurfacing	110,000.00	Procurement	Awaiting initiation	RECREATION	Beebe, E.
2023	33	Sand Pond Restroom Project -new bathroom building	35,000.00	Procurement	Awaiting initiation	RECREATION	Beebe, E.
2022	20	New Voting Tabulator Equipment	75,000.00	Procurement	IFB/RFP Process	TOWN CLERK	Mitchell, E.
2017	12	Cold Brook Project	1,771,653.00	Procurement	IFB/RFP Process	WASTEWATER	Pelletier, D.
2022	1	Aquire Property Ww Proj	105,000.00	Procurement	Awaiting initiation	WASTEWATER	Pelletier, D.
2023	19	Capital Outlay - Route 28 Sewer Installation	6,500,000	Procurement	Awaiting initiation	WASTEWATER	Pelletier, D.
2023	21	Capital Outlay - E. Harwich Ww Expansion	50,000,000	Procurement	Awaiting initiation	WASTEWATER	Pelletier, D.
2023	42	Acquire Easement At 129 Route 28	10,000	Procurement	Awaiting initiation	WASTEWATER	Pelletier, D.
2023	17	Capital Outlay - Funded By Retained Earnings	775,000	Procurement	Awaiting initiation	WATER	Pelletier, D.
2023	20	Capital Outlay - Rt. 28 Watermain Replace.	17,500,000	Procurement	Awaiting initiation	WATER	Pelletier, D.