

**SELECTMEN'S MEETING AGENDA\***

*Griffin Room, Town Hall  
Executive Session 6:00 P.M.  
Regular Meeting 6:30 P.M.  
Tuesday, May 31, 2016*

I. **CALL TO ORDER**

II. **EXECUTIVE SESSION** - Pursuant to M.G.L. c. 30A, § 21(a)(2) to conduct strategy sessions in preparation for negotiations with non-union personnel or to conduct collective bargaining sessions or contract negotiations with non-union personnel – Fire Chief and Finance Director/Town Accountant

III. **PLEDGE OF ALLEGIANCE**

IV. **WEEKLY BRIEFING**

V. **PUBLIC COMMENT/ANNOUNCEMENTS**

VI. **CONSENT AGENDA**

A. Approve Minutes

1. May 9, 2016 – Regular Session
2. May 16, 2016 – Regular Session
3. May 16, 2016 – Executive Session

B. Approve application for One Day Entertainment License by Harwich Conservation Trust for Wildlands Music & Art Stroll for September 10, 2016, waive \$25 application fee, and approve use of Harbormaster's Bank Street building parking lot

C. Approve petition by Eversource Energy to install approximately 30' of conduit and cable to provide service at 23 Soundview Road contingent upon removal of extraneous cables they may have at the site

D. Approve petition by Eversource Energy to install 30' of conduit and cable to provide service at 19 Quason Lane

E. Approve petition by Verizon Wireless to locate small cell wireless antennas on existing utility poles at 24 Patricia Lane, 40 Harbor Road and 17 Uncle Venies Road

F. Amend the Personnel By-Law Compensation Plan for FY 2017 in keeping with union increases

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

VIII. **OLD BUSINESS**

IX. **NEW BUSINESS**

- A. Candidates for Board of Registrars submitted by Republican Town Committee – *discussion and vote to appoint one*
- B. Acknowledge receipt of Performance Evaluation for Finance Director/Town Accountant and approve compensation increase – *discussion and possible vote*
- C. Acknowledge receipt of Performance Evaluation for Fire Chief and approve compensation increase – *discussion and possible vote*
- D. Library CPA Project Plan – *discussion and possible vote*

X. **TOWN ADMINISTRATOR'S REPORT**

XI. **SELECTMEN'S REPORT**

- A. Selectmen's re-organization – election of Chairman, Vice Chairman, Clerk and Interview/Nominations subcommittee – *discussion and possible vote*
- B. Reminder – Board of Selectmen Summer meeting schedule starts June 20, 2016

XII. **ADJOURNMENT**

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

Authorized Posting Officer:

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

\_\_\_\_\_  
Ann Steidel, Admin. Secretary

Date: May 26, 2016

**MINUTES  
SELECTMEN'S MEETING  
GRIFFIN ROOM, TOWN HALL  
MONDAY, MAY 9, 2016  
6:30 P.M.**

**SELECTMEN PRESENT:** Brown, Cebula, Hughes, LaMantia, MacAskill

**OTHERS PRESENT:** Town Administrator Christopher Clark, John Rendon, Lincoln Hooper, Taylor Powell, Carol Novak, and others.

**CONSENT AGENDA**

- A. Approve Minutes:
  - 1. April 11, 2016 Regular Session
  - 2. May 2, 2016 Pre-Town Meeting
- B. Accept the resignations of Paul Thibeau, and Rosemary Thibeau from the Treasure Chest Committee
- C. Approve the recommendation of the Board's Interview/Nominations Subcommittee to appoint Sheila Eldredge as a full member of the Treasure Chest for a one-year term
- D. Approve the recommendation of the Board's Interview/Nominations Subcommittee to appoint Karin Larson to the Saquatucket Development Committee for a one-year term
- E. Approve Mooring Regulations changes per the request of the Harbormaster
- F. Approve application for a Road Race for 2016 Bike MS Cape Cod Getaway

Ms. Brown moved approval of the minutes of April 11, 2016. Mr. LaMantia seconded the motion and the motion carried by a 4-0-1 vote with Ms. Cebula abstaining from the vote. Ms. Brown moved approval of the balance of the agenda. Ms. Cebula seconded the motion and the motion carried by a unanimous vote.

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

- A. Public Hearing – Application for a Seasonal, General on-Premise, All Alcoholic Beverages License for Go Industries, Inc. d/b/a Perks in Harwich Port

Ms. Brown read the hearing notice into record. Chairman Hughes opened the hearing. Mr. Powell, manger, delivered the abutter notification documentation to Mr. Clark. Mr. Powell explained the rationale behind the request to upgrade the license noting that they lose money the whole month of June and they only have a 7 week season so they need to do everything possible to generate revenue. He also noted that they have had no infractions. Chairman Hughes asked if there would be any changes to the layout of the building or seating and Mr. Powell responded that there would not. With no one from the public appearing, Chairman Hughes closed the hearing. Mr. MacAskill moved to approve the application for a Seasonal, General On-Premise, All Alcoholic Beverages License for Go Industries, Inc. d/b/a Perks in Harwich Port. Mr. LaMantia seconded the motion and the motion carried by a unanimous vote.

- B. Ballot Question Review

Chairman Hughes outlined the ballot questions. No action was taken.

## **NEW BUSINESS**

- A. Recommendation of Harbormaster regarding a Special Purpose Mooring for the Stone Horse Yacht Club – *discussion & possible vote*

After discussion with Mr. Rendon, Mr. MacAskill moved to approve the recommendation of the Harbormaster regarding a Special Purpose Mooring for the Stone Horse Yacht Club. Ms. Cebula seconded the motion and the motion carried by a unanimous vote.

- B. Recommendation of the Harbormaster regarding the designation of commercial fishing vessel moorings – *discussion & possible vote*

After discussion with Mr. Rendon, Mr. MacAskill moved to approve the recommendation of the Harbormaster for the designation of commercial fishing vessel moorings. Ms. Brown seconded the motion and the motion carried by a unanimous vote.

- C. Contract between the Town and the Department of Fish and Game for reconstruction of bulkhead and concrete seawall/stone reconstruction at Allen Harbor Public Access Facility – *discussion & possible vote*

At Mr. Rendon's recommendation, Ms. Cebula moved to accept and approve the contract between the Town and the Department of Fish and Game for reconstruction of bulkhead and concrete seawall/stone reconstruction at Allen Harbor Public Access Facility. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

- D. Seasonal Labor Rate Adjustment for DPW – *discussion & possible vote*

At Mr. Hooper's recommendation, Ms. Brown moved to approve the Seasonal Labor Rate Adjustment for DPW from Grade 3 to Grade 7. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

- E. Purchase of the Sutphin Property – *discussion & possible vote*

Mr. Clark discussed the following memo that he had submitted dated May 2, 2016:

It was brought to my attention on Wednesday, April 27, 2016, during the review of funding sources for the Sutphin acquisition, that there is an issue with the funding source. Simply put, at the May 6, 2014 Special Town Meeting, appropriation was made towards the purchase of two parcels of Sutphin property for conservation purposes. The funding source identified in the article is twofold, the first \$220,000 from Community Preservation Act funding with \$73,000 coming from the Harwich Conservation Trust (HCT). The HCT provided the funds to the Town in October 2014 and a check was prepared in the same month assuming that a closing would occur timely. Due to issues on the Sutphin side, the closing has been delayed for an extended period and is only now coming to fruition. Our Finance Director has indicated that

the \$73,000 from the HCT that should have been put into a gift account was left in the General Fund. At the conclusion of FY15, the \$73,000 was converted to free cash. The Town has an obligation to replace the \$73,000 from HCT. Due to the length of time related to the closing and a desire to complete the Sutphin acquisition, HCT has agreed to come up with \$73,000 towards the Sutphin closing and is willing to wait for reimbursement of the original \$73,000.

I will be asking the Board of Selectmen tonight to vote to commit to placing an article on the next available Town Meeting, whether it be a Fall Special or next May's Annual to reimburse HCT \$73,000 since the original gift was inadvertently included in free cash. The 2016 Annual Town Meeting calls for a large addition in funds to the Town's stabilization account, included in the sum was the \$73,000. I would ask that the next Town Meeting the \$73,000 from stabilization be used to reimburse HCT. The gift was originally submitted under Massachusetts General Law Chapter 44, Section 53A that called for the funds to be used consistent with the original article for acquisition of the Sutphin property. Reimbursement is legally warranted under this General Law.

Mr. Lach agreed with Mr. Clark's explanation of events. Ms. Cebula questioned what happens if Town Meeting does not approve the reimbursement of the \$73,000 and Mr. Clark responded that the most we can do is present a compelling case to Town Meeting. He said we could enter into settlement discussions and then be compelled to put it on our recap sheet.

Ms. Cebula moved that we accept the findings on the purchase of the Sutphin property and the \$73,000 and that the Board of Selectmen commit to placing an article on the next available Town Meeting to reimburse the Harwich Conservation Trust the \$73,000. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

## **TOWN ADMINISTRATOR'S REPORT**

### **A. VNA Contract update**

Mr. Clark reported that he entered into a VNA Contract for \$5,000 for services for the Board of Health.

### **B. Town Administrator status update**

Mr. Clark reported that during the period of uncertainty regarding his contract, he had made a commitment to 3 other towns. He stated that he is not going to any of those towns and it is his intent to sign the two year extension. He noted that since the Board voted to extend his contract, he has not applied to any additional jobs. Chairman Hughes noted that he has received a draft of the contract from Town Counsel and will put it in the Board's packet next week.

Mr. Clark reported on a meeting he had today with a records retention company. He noted that he expects that we will apply for CPC funds for this project and will put it on the Capital Plan.

## **SELECTMEN'S REPORT**

### **A. Selectmen's Proposed Summer Meeting Schedule for discussion**

Ms. Brown moved to accept the summer meeting schedule with the exception that the Board meet on September 6<sup>th</sup> rather than September 5<sup>th</sup>. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

**ADJOURNMENT**

Chairman Hughes adjourned the meeting at 7:51 p.m.

Respectfully submitted,

Ann Steidel  
Recording Secretary

**MINUTES  
SELECTMEN'S MEETING  
GRIFFIN ROOM, TOWN HALL  
MONDAY, MAY 16, 2016  
6:30 P.M.**

**SELECTMEN PRESENT:** Brown, Cebula, Hughes, LaMantia, MacAskill

**OTHERS PRESENT:** Town Administrator Christopher Clark, David Spitz, John Rendon, Lincoln Hooper, Gary Carreiro, Richard Gunderson, and others.

**MEETING CALLED TO ORDER** at 6:30 by Chairman Hughes.

Chairman Hughes reported that the Board had just come out of Executive Session where they discussed union negotiations and no votes were taken.

**CONSENT AGENDA**

- A. Approve Minutes - April 4, 2016 Regular Session
- B. Confirm appointment of Denise Kopasz to position of Assistant Assessor
- C. Approve High Water Mark Project Memorandum of Understanding between Barnstable County and FEMA Region 1 and authorize Chair to sign
- D. Approve and sign Parking License Agreement with TD Bank, N.A.
- E. Accept resignation of Bob Hartwell from the Conservation Commission and By-Law Charter Review Committee
- F. Authorize the Chair to sign the Agreement between the Town and CapeNet to connect the Monomoy Regional School District to the OpenCape Network through Town of Harwich conduit

Ms. Cebula moved approval of the minutes of April 4, 2016 regular session. Mr. LaMantia seconded the motion and the motion carried by a 4-0-1 vote with Ms. Brown abstaining from the vote.

Ms. Brown moved to confirm the appointment of Denise Kopasz to position of Assistant Assessor. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

Ms. Brown moved to approve High Water Mark Project Memorandum of Understanding between Barnstable County and FEMA Region 1 and authorize Chair to sign. Mr. MacAskill seconded the motion. Mr. Spitz introduced Shannon Jarbeau, Flood Plain Coordinator from Barnstable County CRS and Nicole Mucci of AmeriCorps. Ms. Jarbeau explained that this is a project to help increase awareness of flooding and they are working with 8 towns on this. She stated that the signs will be placed in areas of historic flooding and they are working with Mr. Spitz to find out where they would be. She noted that FEMA pays for the signs which indicate where the level of flooding was from a certain storm with the intention to let people know that there was flooding in these locations and their flood risks. She added that this helps the towns get credit in the Community Rating System which helps homeowners get discounts on flood insurance. Mr. LaMantia had concerns about abutting property owners understanding this. Mr.

Spitz commented that he doesn't think this will affect the value of their homes. Chairman Hughes asked if we could remove the signs if there were complaints and Ms. Jabeau said she would have to check on this and get back to the Board. Mr. MacAskill asked what other towns have agreed to do this and Ms. Jabeau responded that Mashpee, Wellfleet, Provincetown, Yarmouth, Sandwich and Barnstable have. She said about half the towns were not interested but there will probably be a second round request. Mr. LaMantia said he would like to see what happens with the other towns. Chairman Hughes asked what the timeframe is and Ms. Jabeau said they are trying to get this done by the end of July at the latest. Mr. MacAskill said he would like to do a little more research on the communities that are doing this and bring this back. The motion failed on a 1-4-0 vote with Chairman Hughes, Mr. MacAskill, Mr. LaMantia and Ms. Cebula in opposition. Chairman Hughes asked that they let us know how it goes with the other towns.

Ms. Brown moved to approve and sign Parking License Agreement with TD Bank, N.A. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

Ms. Brown moved to accept the resignation of Bob Hartwell from the Conservation Commission and By-Law Charter Review Committee. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

Ms. Brown moved to authorize the Chair to sign the Agreement between the Town and CapeNet to connect the Monomoy Regional School District to the OpenCape Network through Town of Harwich conduit. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

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

- A. Presentation — West Harwich TIP Project conceptual design for Route 28 from Dennis Town Line to Herring River — *Patricia Domigan, VHB*

Mr. Hooper introduced Patricia Domigan and Griffin Ryder of VHB. Ms. Domigan provided the attached Power Point presentation and took questions from the Board. She explained that the next steps are the Board votes to submit the PNF, VHB gets input from MassDOT, they submit the next form which gives a little bit more detail and if that gets approved they prepare base mappings and surveys, they determine where the property lines are and then develop a concept design. Chairman Hughes said they would probably have a public hearing or two and invite the team back down. Mr. Clark suggested having neighborhood meetings or even go door to door. Ms. Domigan said they would definitely get out and talk to the neighborhood. The Board took comments from Duncan Berry and Brooke Williams. Mr. Domigan said the Board needs to vote to submit the PNF and Chairman Hughes said it is not on the agenda so they will bring it back.

## **OLD BUSINESS**

- A. Ballot Questions for May 17 voting — *discussion*

Chairman Hughes outlined the ballot questions. No action was taken.

B. Town Administrator's 2-year Contract Extension — *discussion and possible vote*

After discussion, Mr. MacAskill moved to approve the Town Administrator's two year contract extension with the change of "Moving Expenses" being removed and the address being corrected. Ms. Brown seconded the motion and the motion carried by a unanimous vote.

**NEW BUSINESS**

A. Draft Memorandum of Agreement with Water Commissioners on Solar Revenue  
— *discussion and possible vote*

Mr. Clark outlined the draft agreement he prepared and said if the Board is comfortable with this he will present it to the Water Commissioners. Chairman Hughes said it should be very specific to the landfill solar project and say "actual meter energy usage" rather than "actual meter usage," it should also say that off taker revenues are excluded from this cost sharing and be retroactive to July 1, 2015. Mr. MacAskill noted that we are still waiting for answers from the Department of Revenue and its important to get that, he added that expenses should be in here as well. He noted that the percentage that has been discussed is 43% Water and 57% Town and the document indicates 47% Water and 53% Town. Mr. Clark said he would check it. Mr. MacAskill said he would like to meet with the Water Commissioners and Mr. Clark to make a deal that makes sense for both. The Board took comments from Richard Gunderson. Chairman Hughes asked Mr. Clark to see if Mr. Rassias from the Department of Revenue would come down to meet with the Board to discuss. The Board agreed to bring back.

B. Revised Committee Handbook — *discussion and possible vote*

Ms. Cebula noted that the book has a variety of additions to it including descriptions of Town Boards, Committees and Commissions, Board of Selectmen policies, and Open Meeting and Conflict of Interest law. She noted that she is still waiting for some committee summaries. Mr. LaMantia noted that the Remote Participation Policy needs to be changed and this should be done before the book gets printed. Ms. Cebula suggested that all the Board's policies be reviewed as many of them are outdated. Ms. Brown moved to accept and adopt the revised Committee Handbook as written. Mr. LaMantia seconded the motion and the motion carried by a unanimous vote. Chairman Hughes recommended voting this subject to an updated Remote Participation Policy next week and Ms. Brown amended her motion as such. The motion carried by a unanimous vote.

**TOWN ADMINISTRATOR'S REPORT**

A. Town Planner position options

Mr. Clark outlined his memo dated May 12, 2016. Chairman Hughes said he would like to have the Assistant Town Administrator and Planning Board here for this discussion. Ms. Cebula noted that the back up assumes \$25,000 in administrative costs to serve as staff to CPC and she asked if that money is available. Mr. MacCready, CPC Chair, stated that the Committee would have to vote if they are interested in acquiring these services and if so, how much they are interested in spending. He noted that you cannot replace Town employee hours using CPC administrative funds. Mr. MacAskill requested that Mr. Clark provide a flow chart indicating what these options would cost,

the increased responsibilities for the different people, who would be impacted, who would go where, and would the staff be included in the discussions.

#### B. Pleasant Bay Alliance Watershed Report

Mr. Clark reported that they had a meeting last Wednesday night where there was some discussion about were they going to be the ones to put together a compliance report for what DEP is looking for and they sent some material into the Cape Cod Commission who responded back somewhat harshly saying they are expecting the towns to respond and not directly the Alliance. He stated that there was a discussion about what role should the Alliance play and as an end result of that, Carole Ridley was tasked with putting together a letter and sending it out for how they would respond to the Cape Cod Commission. He said we have put together an action plan and we have to have ours in by June to comply with the 208 September deadline and the Wastewater Implementation Committee has tasked David Young to put together the watershed reports. He said when he gets the material from Carole Ridley he will forward it to the Board.

#### **ADJOURNMENT**

Chairman Hughes adjourned the meeting at 8:40 p.m.

Respectfully submitted,

Ann Steidel  
Recording Secretary



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

**APPLICATION FOR ENTERTAINMENT LICENSE**

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

*Request fee to be waived*

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



Other \_\_\_\_\_

Business Name HARWICH CONSERVATION TRUST Phone 508-432-3997  
Business Address 947 ROUTE 28, S. HARWICH, MA 02661  
Mailing Address P.O. Box 101, S. HARWICH, MA 02661  
Owners Name & Address same as above  
Email Address hct@cape.com  
Managers Name & Address Michael Lach - same as above

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

Saturday, September 10<sup>th</sup>, 2016 from 1pm-4pm

**ENTERTAINMENT TYPE: (Check all appropriate boxes)**

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

*Location adjacent 203 BANK STREET  
Map 23 Parcel C1*

*#: 508-432-3997*

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

\_\_\_ Yes      X No

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

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

Days/Hours of Business Operation Mon-Fri 9am-5pm

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.

_____	<u>04-6599166</u>
Signature of applicant & title	Social Security # or Federal I.D. #
_____	_____
Signature of individual or corporate name	Social Security # or Federal I.D. #
_____	_____
Signature of Manager	Social Security # or Federal I.D. #
_____	_____
Signature of Partner	Social Security # or 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.

<u>[Signature]</u> Building Commissioner	<u>[Signature]</u> Board of Health	<u>[Signature]</u> Fire Department
<u>[Signature]</u> Police Department <i>Dep. Chief</i>	comments:	

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

23 May 2016

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



Dear Board of Selectmen,

To celebrate 28 years of preserving special places in Harwich, the Harwich Conservation Trust (HCT) is pleased to announce the *Wildlands Music & Art Stroll* for the fourth year in a row which will be held Saturday, September 10<sup>th</sup>, from 1-4pm at HCT's Robert F. Smith Cold Brook Preserve in Harwich Port. Visitors will be shuttled to the event from the Monomoy High School parking area (with Selectmen approval) courtesy of Cape Destinations.

Last year, the Board of Selectmen and the Harbormaster granted permission for HCT to utilize the Harbormaster Workshop parking area located at #203 Bank Street as a drop-off point for event visitors, a temporary parking spot for volunteers and staff, and a place for two portable toilets courtesy of Nauset Disposal to be set-up the day before and removed the Monday after.

We respectfully ask you to consider granting the following requests:

- 1) **We ask for your permission to utilize the Harbormaster Workshop parking area located at #203 Bank Street on Sept. 10, 2016 for the same purposes as listed above and for a temporary 20X40 tent installed at the Cold Brook Preserve trail entrance by the Barnstable County Sheriff's office. The Harbormaster has granted permission (see Attachment B) for Sept. 10th. Please see certificate of insurance (Attachment A).** *Applicant referred to Bldg. Dept. for tent. (as)*
- 2) **Permit fee waiver---**  
Also, we ask for you to grant an application fee waiver for the following permit application related to the event:
  - a) \$25.00 Application for Entertainment License
- 3) **Permission to use Monomoy High School parking lot—last year, HCT utilized the old Middle School parking lot. This year, HCT currently has permission to use the High School Parking Lot (see Attachment C). See certificate of insurance (Attachment A).**
- 4) **Approve application for Entertainment License (see Attachment D).**

## About the Wildlands Music & Art Stroll event on Sept. 10<sup>th</sup>:

HCT will bring together local artists from the Guild of Harwich Artists and musicians for an afternoon filled with art, live acoustic music, ice cream, and a special appreciation for the preserved lands that protect woods, water, wildlife and our shared quality of life. Similar to last year, HCT will ask the Harwich Fire Department to provide two off-duty EMTs to be available at the site for the afternoon. Additionally, HCT will ask the Harwich Police Department to provide a police detail at #203 Bank St. to control traffic flow.

We believe that the concurrent attractions of both HCT's Wildlands Music & Art Stroll and the Town's Cranberry Harvest Festival Beach Day will work together to bring a significant number of visitors to Harwich for the afternoon and evening, and will allow us to enhance promotion of our local offerings. We have consulted with the Harvest Festival Committee in the past, and they have agreed that the events are mutually beneficial.

We thank you for your support over the years regarding HCT's land-saving efforts. We hope you'll join us at the Wildlands Music & Art Stroll on Sept. 10<sup>th</sup> from 1pm-4pm. If you have questions, please call Matt Cannon, HCT's Land Stewardship Coordinator, at 508-432-3997, or email [hctmattcannon@gmail.com](mailto:hctmattcannon@gmail.com). Watch [www.HarwichConservationTrust.org](http://www.HarwichConservationTrust.org) for more details.

Sincerely,

Matt Cannon  
Land Stewardship Coordinator

### ATTACHMENTS:

Attachment A: Certificates of insurance

Attachment B: Email from Harbormaster granting permission of use for #203 Bank St. parking area on April 14, 2016

Attachment C: Approval for use of Monomoy High School

Attachment D: Application for Entertainment License

**Attachment A:**  
**Certificates of insurance**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/23/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

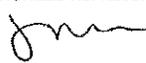
PRODUCER License # 0C36861 Chantilly-Alliant Ins Svc Inc. 4530 Walney Rd Ste 200 Chantilly, VA 20151-2285	CONTACT NAME: <b>Nawal Nasser</b>
	PHONE (A/C, No, Ext): <b>(703) 397-0977</b> FAX (A/C, No): <b>(703) 397-0995</b> E-MAIL ADDRESS:
INSURED  <b>Harwich Conservation Trust</b> <b>PO Box 101</b> <b>South Harwich, MA 02661</b>	INSURER(S) AFFORDING COVERAGE      NAIC #
	<b>INSURER A : Federal Insurance Company      20281</b>
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E : INSURER F :

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
<b>A</b>	<b>X</b> COMMERCIAL GENERAL LIABILITY			35352174	01/01/2016	01/01/2017	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<b>X</b>					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	\$ 10,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ 1,000,000
	OTHER:						GENERAL AGGREGATE	\$ 2,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG	\$ Included
	<input type="checkbox"/> ANY AUTO							\$
	<input type="checkbox"/> ALL OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
<b>A</b>	<b>X</b> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			79756731	01/01/2016	01/01/2017	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 1,000,000
	DED      RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	<input type="checkbox"/> N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The Certificate Holder is an additional insured with respect to the General Liability as required by written contract.

<b>CERTIFICATE HOLDER</b>  Town of Harwich Board of Selectmen Harbonmaster 732 Main Street Harwich, MA 02645	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--





## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/23/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0C36861 Chantilly-Alliant Ins Svc Inc. 4530 Walney Rd Ste 200 Chantilly, VA 20151-2285	CONTACT NAME: Nawal Nasser	
	PHONE (A/C, No, Ext): (703) 397-0977	FAX (A/C, No): (703) 397-0995
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Federal Insurance Company		20281
INSURED  Harwich Conservation Trust PO Box 101 South Harwich, MA 02661	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		35352174	01/01/2016	01/01/2017	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMPI/OP AGG	\$ Included
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			79756731	01/01/2016	01/01/2017	EACH OCCURRENCE	\$ 1,000,000
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						AGGREGATE	\$ 1,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The Certificate Holder is an additional insured with respect to the General Liability as required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

Monomoy Regional High School  
75 Oak Street  
Harwich, MA 02645

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

## Attachment B:

Email from Harbormaster granting permission of use  
for #203 Bank St. parking area on April 14, 2016

---

**John Rendon** <jrendon@town.harwich.ma.us>

Thu, Apr 14, 2016 at 9:00 AM

To: Michael Lach <hct@cape.com>

Cc: Heinz Proft <hproft@town.harwich.ma.us>, "Matt Cannon, HCT" <hctmattcannon@gmail.com>

Michael,

No problem using our Bank Street parking lot and our golf cart for the event as requested. Just a reminder to please ensure that vehicles/buses do not block any of the garage door accesses. Just give me a reminder the week before the event so I can make sure the golf cart is there for your use. Thanks for the heads-up. regards,

**John C. Rendon**

Harbormaster

Town of Harwich

774 212-6193 (c)

**From:** Michael Lach [mailto:hct@cape.com]

**Sent:** Wednesday, April 13, 2016 10:51 PM

**To:** John Rendon

**Cc:** Heinz Proft; Matt Cannon, HCT

**Subject:** permission to use golf cart and 203 Bank St. for event access

[Quoted text hidden]

---

**Michael Lach** <hct@cape.com>

Thu, Apr 14, 2016 at 9:43 AM

Reply-To: hct@cape.com

To: John Rendon <jrendon@town.harwich.ma.us>

Cc: Michael Lach <hct@cape.com>, Heinz Proft <hproft@town.harwich.ma.us>, "Matt Cannon, HCT" <hctmattcannon@gmail.com>

Great, thanks John, and will do on making sure that the garage door accesses are not blocked.

Best regards,

Mike

[Quoted text hidden]

> [www.HarwichConservationTrust.org](http://www.harwichconservationtrust.org/)<http://www.harwichconservationtrust.org/>

>

> Mailing address: P.O. Box 101, South Harwich, MA 02661

>

>

>

>

Michael Lach

## Attachment C:

Approval for use of Monomoy High School parking  
area



Matthew Cannon <hctmattcannon@gmail.com>

---

**Your requested schedule is activated.(Event:Wildlands Music & Art Stroll)**

1 message

---

**SchoolDude Message Center** <message.center@smtp.schooldude.com>

Wed, May 11, 2016 at  
9:04 AM

Reply-To: message.center@smtp.schooldude.com

To: hctmattcannon@gmail.com, rtravers@monomoy.edu, kisernio@monomoy.edu,  
kakelly@monomoy.edu, jgirolamo@monomoy.edu, csteinruck@monomoy.edu, bcase@monomoy.edu,  
bburkhead@monomoy.edu, akosloski@monomoy.edu

(Please do not reply to this message. It is a system generated message to notify you of a new schedule request.)

The facility schedule request listed below is approved and activated.

FS Schedule ID: 2768  
Event Title: Wildlands Music & Art Stroll  
Event Time: 12:00PM  
Event Date: 9/10/2016  
Event Setup Time: 12:00PM  
Event Breakdown Time: 5:00PM  
Status: Approved  
Schedule State: Activated  
Organization: Harwich Conservation Trust  
Location: Monomoy Regional High School  
Building:  
Area(Buildings|Rooms): Parking Lot(Parking Lot MRHS)  
Events:

Date : 9/10/2016  
Start Time : 12:00 PM  
End Time : 5:00 PM  
Location : Monomoy Regional High School  
Building :  
Area : Parking Lot  
Room(s) : Parking Lot MRHS

---

**Attachment D:**  
**Application for Entertainment License**

OFFICE OF THE TOWN ADMINISTRATOR

Christopher Clark, *Town Administrator*

Phone (508) 430-7513

Fax (508) 432-5039

732 MAIN STREET, HARWICH, MA 02645



# MEMO

TO: Board of Selectmen 

FROM: Christopher Clark, Town Administrator

RE: Utility Hearing – 23 Soundview Road

DATE: May 24, 2016

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On Monday, May 23, 2016 a Utility Hearing was held per the request of Eversource Energy. The request was to install approximately 30' of conduit and cable to provide service to 23 Soundview Road. I recommend that the Board approve the request contingent upon Eversource removing any extraneous cables they may have at the site.

**MINUTES**  
**Utility Hearing**  
**23 Soundview Road**  
**Monday, May 23, 2016**  
**Town Hall Library**  
**10:00 A.M.**

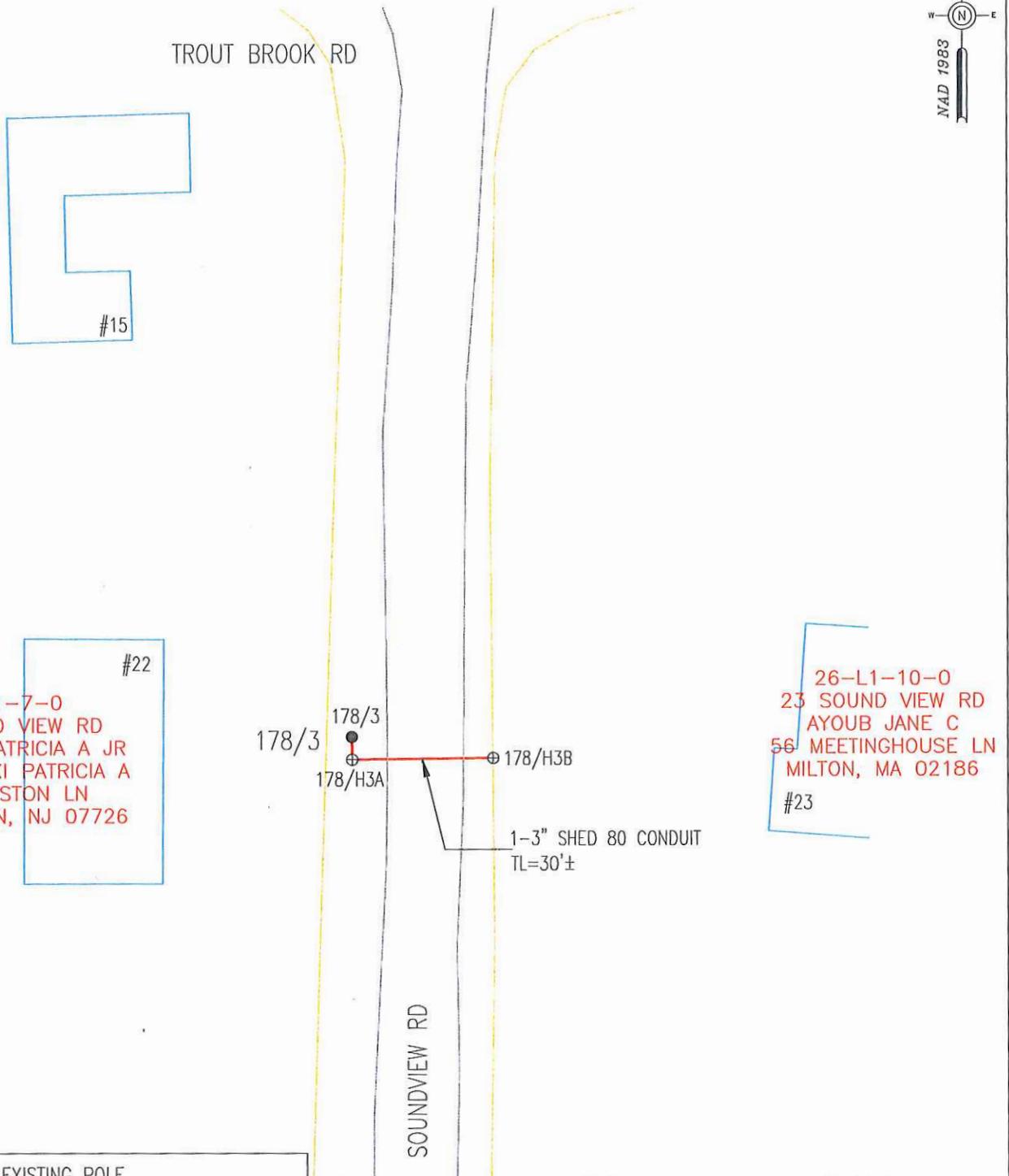
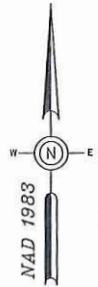
Those present included: Jessica Elder, Right of Way Agent Eversource, Christopher Clark, Town Administrator, Ann Steidel - Administrative Secretary, Paul Sweetser – Town Surveyor, Attorney Peter Anderson, Paul and Jane Ayoub – Homeowners.

Mr. Clark opened the hearing at 10:04 A.M. and read the hearing notice. Ms. Elder explained that this is a petition to install 30' of conduit in the Town road and a hand hole to provide service to an existing home. Mr. Sweetser said he had contacted Eversource as the plans were wrong and he redid the plans for which Eversource was in agreement. There was discussion that abutter, Pat Wonsicki, was concerned about there currently being cables hanging down and Ms. Elder said she knows about this and is going by the site today. Ms. Elder noted that there will actually be 2 hand hole boxes flush mounted to the ground. Mr. Clark said we could put in the order that all extraneous cables related to Eversource can be removed. Ms. Elder said she would report back if they are Eversource cables. Mr. Clark closed the hearing at 10:12 a.m.

Submitted by:

Ann Steidel  
Administrative Secretary

Plan to accompany petition of EVERSOURCE ENERGY  
 To install approximately 30'± of underground cable & conduit under  
 town road from 178/H3A to 178/H3B  
 to provide electric service for customer at #23 SOUNDVIEW ROAD.



- - EXISTING POLE
- - PROPOSED HANDHOLE LOCATION
- - PROPOSED CONDUIT LOCATION

LOCATION	DATE	PLAN NO.	WORK ORDER NO.
#23 Soundview Rd., Harwich	January 27, 2016		2109354

EVERSOURCE ENERGY

**TOWN OF HARWICH**  
**NOTICE OF PUBLIC HEARING**  
*May 23, 2016*

Pursuant to M.G.L. Ch. 166, § 22, the Town Administrator will hold a Public Hearing at 10:00 AM on Monday, May 23, 2016 in the Library at Harwich Town Hall, 732 Main Street, Harwich, MA in reference to the following matter:

A petition by **NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY** requesting permission to locate underground cables, conduits and manholes, including the necessary sustaining and protecting fixtures, in, under, along and across the following public way:

**23 Soundview Road**  
**To install approximately 30' of conduit and cable.**

All abutters and other interested persons are invited to attend. For further information, please call the Town Administrator's Office at (508) 430-7513 or stop by Town Hall, 732 Main Street, Harwich where the information is on file.

Christopher Clark  
Town Administrator

Cape Cod Chronicle  
May 5, 2016

**OFFICE OF THE TOWN ADMINISTRATOR**

**Christopher Clark**, *Town Administrator*

Phone (508) 430-7513

Fax (508) 432-5039

732 MAIN STREET, HARWICH, MA 02645



# MEMO

TO: Board of Selectmen 

FROM: Christopher Clark, Town Administrator

RE: Utility Hearing – 19 Quason Lane

DATE: May 24, 2016

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On Monday, May 23, 2016 a Utility Hearing was held per the request of Eversource Energy. The request is to install approximately 30' of conduit and cable to provide service to 19 Quason Lane. I recommend that the Board approve the request of Eversource Energy so they may begin the work as soon as possible.

**MINUTES**  
**Utility Hearing**  
**19 Quason Lane**  
**Monday, May 23, 2016**  
**Town Hall Library**  
**10:20 A.M.**

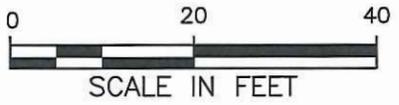
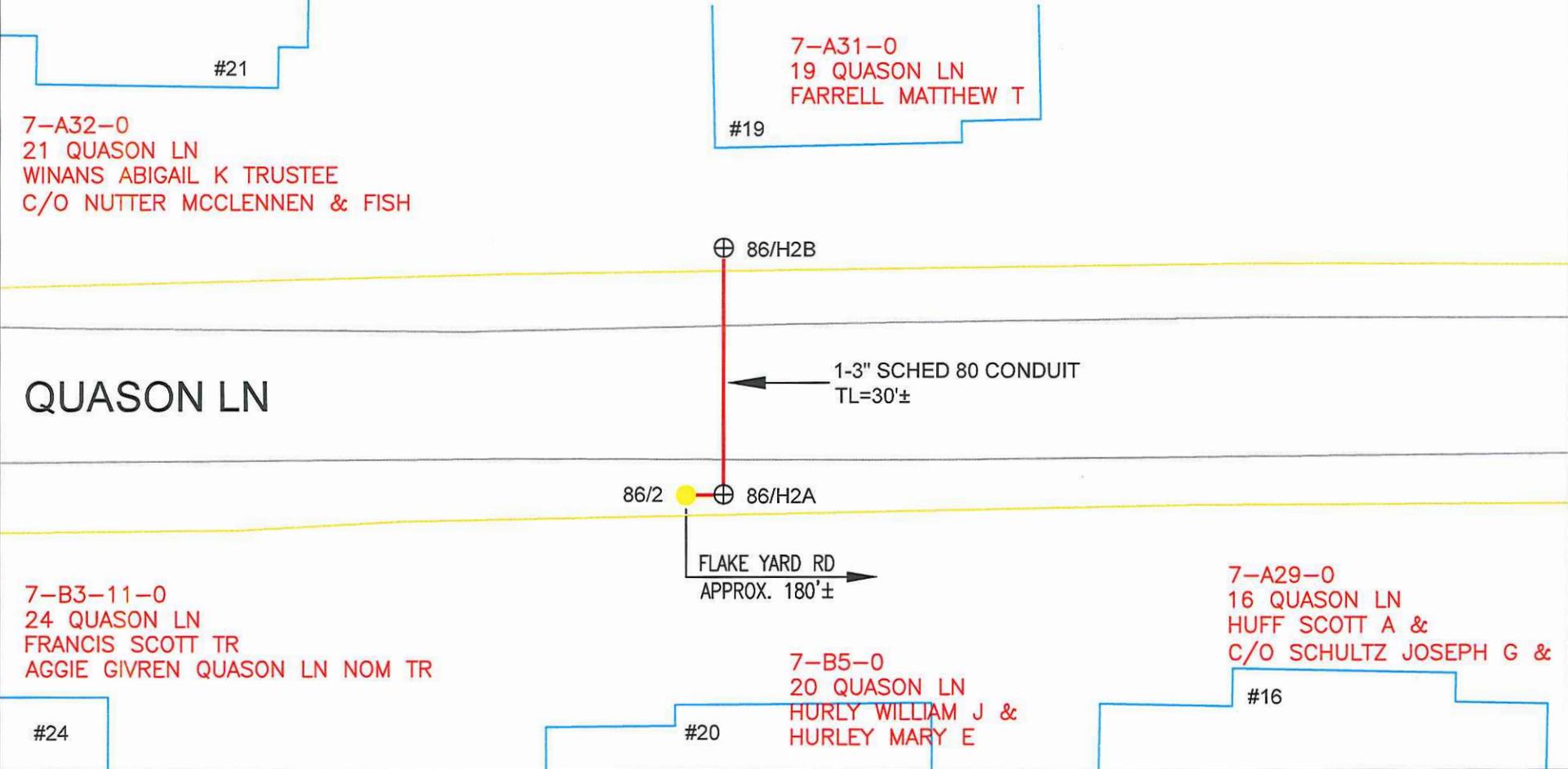
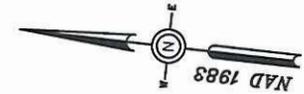
Those present included: Jessica Elder – Right of Way Agent Eversource, Christopher Clark, Town Administrator, Ann Steidel - Administrative Secretary, Paul Sweetser – Town Surveyor, Attorney Peter Anderson.

Mr. Clark opened the hearing at 10:22 a.m. and read the hearing notice. No abutters were present. Ms. Elder explained the work to be done and noted that it was requested by the resident. Mr. Sweetser said the map is accurate. He requested that the legend symbols be clarified in the future. Mr. Clark closed the hearing at 10:26 a.m.

Submitted by:

Ann Steidel  
Administrative Secretary

Plan to accompany petition of EVERSOURCE ENERGY  
 To install approximately 30'± of underground cable & conduit under  
 town road from 86/H2A to 86/H2B  
 to provide electric service for customer at #19 QUASON LANE.



BY YOUR USE OF THE INFORMATION CONTAINED IN THIS MAP, YOU AGREE THAT NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IS GIVEN WITH RESPECT TO THE INFORMATION. NEITHER NSTAR ELECTRIC COMPANY, NSTAR GAS COMPANY NOR ITS PARENTS, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES OR AGENTS (COLLECTIVELY THE "NSTAR ENTITIES") SHALL BE LIABLE FOR ANY LOSS OR INJURY CAUSED IN WHOLE OR IN PART BY USE OF THIS INFORMATION OR IN RELIANCE UPON IT. TO THE MAXIMUM EXTENT ALLOWED BY LAW, YOU AGREE BY YOUR ACCEPTANCE OF THE INFORMATION TO RELEASE, INDEMNIFY AND HOLD THE NSTAR ENTITIES HARMLESS FROM ANY SUCH LOSS OR INJURY.

THE INFORMATION MAY NOT REPRESENT A SURVEY, MAY NOT BE THE MOST COMPLETE AND IS SUBJECT TO CHANGE WITHOUT NOTICE. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION, EITHER EXPRESSED OR IMPLIED. UNAUTHORIZED ATTEMPTS TO MODIFY THE INFORMATION OR USE THE INFORMATION FOR OTHER THAN ITS INTENDED PURPOSES ARE PROHIBITED.

**MASS. LAW**  
 REQUIRES 72 HOURS ADVANCE NOTICE TO UTILITY COMPANIES  
 BEFORE DIGGING BY ANYONE. CALL DIG-SAFE 1-888-344-7233

Plan#	103898
Ward #	N/A
Work Order #	2125412
Surveyed by:	N/A
Research by:	N/A
Plotted by:	TL
Proposed Structures:	TL
Approved:	A DEBENEDICTIS
P#	

<b>NSTAR EVERSOURCE</b> ELECTRIC d/b/a 1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125	
Plan of #19 QUASON LN HARWICH	
Showing PROPOSED CONDUIT & HANDHOLE LOCATIONS	
Scale	1"=20'
Date	03/23/16
SHEET	1 of 1

**TOWN OF HARWICH**  
**NOTICE OF PUBLIC HEARING**  
*May 23, 2016*

Pursuant to M.G.L. Ch. 166, § 22, the Town Administrator will hold a Public Hearing at 10:20 AM on Monday, May 23, 2016 in the Library at Harwich Town Hall, 732 Main Street, Harwich, MA in reference to the following matter:

A petition by **NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY** requesting permission to locate underground cables, conduits and manholes, including the necessary sustaining and protecting fixtures, in, under, along and across the following public way:

**19 Quason Lane**  
**To install 30' of conduit and cable.**

All abutters and other interested persons are invited to attend. For further information, please call the Town Administrator's Office at (508) 430-7513 or stop by Town Hall, 732 Main Street, Harwich where the information is on file.

Christopher Clark  
Town Administrator

Cape Cod Chronicle  
May 5, 2016

**OFFICE OF THE TOWN ADMINISTRATOR**

**Christopher Clark, *Town Administrator***

Phone (508) 430-7513

Fax (508) 432-5039

732 MAIN STREET, HARWICH, MA 02645



# MEMO

TO: Board of Selectmen 

FROM: Christopher Clark, Town Administrator

RE: Utility Hearing – 24 Patricia Lane, 40 Harbor Road, 17 Uncle Venies Road

DATE: May 24, 2016

---

On Monday, May 23, 2016, three utility hearings were held per the request of Verizon Wireless. The request is to install small cell wireless antennas and the necessary sustaining and protecting fixtures on existing utility poles at the above referenced locations. I recommend that the Board approve the request of so Verizon Wireless may begin the work as soon as possible.



# Harwich Fire Department

*Fire Suppression*

*Prevention*

*Emergency Services*



Norman M. Clarke Jr., **Chief of Department**

David J. LeBlanc, Deputy **Fire Chief**

May 25, 2016

Mr. Peter Hughes  
Chairman, Board of Selectmen  
Town of Harwich,  
732 Main Street  
Harwich, Ma. 02645



Re: Cell coverage at local beaches

Mr. Chairman it has been an issue in the past that cell phone coverage is not reliable at some of our beaches, specifically Red River Beach in South Harwich. As with our radio communications, cell phone strength is weak south of Lower County Road and Route 28. As Verizon has done at Nauset Beach in Orleans, they are looking to improve cell coverage at our beaches. These small boosters on existing poles will absolutely enhance public safety in Harwich. I endorse this project.

Chief Norman M. Clarke Jr.

## Ann Steidel

---

**From:** Chief David J. Guillemette  
**Sent:** Wednesday, May 25, 2016 1:09 PM  
**To:** Ann Steidel  
**Subject:** RE: Cell phone coverage issues at Town Beaches

Hi Ann,

From a public safety standpoint I am in full support of any upgrades that would improve cell phone coverage anywhere but especially along the beaches as any number of emergency situations can occur in those areas.

I nor the Deputy Chief are aware of any significant cell service deficiencies in those areas but a stronger signal is always preferred when possible.

Thank you,

David J. Guillemette  
Chief of Police



Harwich Police Department  
183 Sisson Road  
Harwich, MA 02645

Office: 508-430-7541

---

**From:** Ann Steidel  
**Sent:** Wednesday, May 25, 2016 11:36 AM  
**To:** Norman Clarke <n.clarke@harwichfire.com>; Chief David J. Guillemette <dguillemette@harwichpolice.com>  
**Subject:** Cell phone coverage issues at Town Beaches

Gentlemen,

Verizon Wireless has submitted a petition to add small cell wireless antennas and supporting equipment on existing poles at 24 Patricia Lane, 40 Harbor Road, and 17 Uncle Venies Road for the purpose of improving cell phone coverages at and near our beaches.

The petitions are on the Board of Selectmen's agenda for approval on Monday, May 31<sup>st</sup>. Chairman Hughes would like to know if you can provide any input as to how significant the cell phone service issues are in those areas as they pertain to public safety and would you be in favor of these petitions to improve public safety?

Please respond to me with any comments you may have. Thank you.

Ann

*Ann Steidel  
Administrative Secretary  
Board of Selectmen/Town Administrator's Office  
Town of Harwich  
732 Main Street  
Harwich, MA 02645  
Phone 508-430-7513 x2  
Fax 508-432-5039*

**TOWN OF HARWICH**  
**NOTICE OF PUBLIC HEARING**  
*May 23, 2016*

Pursuant to M.G.L. Ch. 166, § 22, the Town Administrator will hold a Public Hearing at 10:30 AM on Monday, May 23, 2016 in the Library at Harwich Town Hall, 732 Main Street, Harwich, MA in reference to the following matter:

A petition by **CELLO PARTNERSHIP D/B/A VERIZON WIRELESS** requesting permission to locate small cell wireless antennas, and the necessary sustaining and protecting fixtures, on existing utility poles, located on public ways near:

**24 Patricia Lane**

All abutters and other interested persons are invited to attend. For further information, please call the Town Administrator's Office at (508) 430-7513 or stop by Town Hall, 732 Main Street, Harwich where the information is on file.

Christopher Clark  
Town Administrator

Cape Cod Chronicle  
May 5, 2016

**MINUTES**  
**Utility Hearing**  
**24 Patricia Lane**  
**Monday, May 23, 2016**  
**Town Hall Library**  
**10:30 A.M.**

Those present included: Christopher Clark, Town Administrator, Ann Steidel - Administrative Secretary, Paul Sweetser – Town Surveyor, Attorney Peter Anderson of McLane Middleton – representing Verizon Wireless, Bed Madden – Site Acquisition for Verizon Wireless, Keith Vellante – Engineer at C System.

Christopher Clark opened the hearing at 10:31 a.m. and read the hearing notice. No abutters were present. Mr. Anderson explained that after approval they file for an electrical permit and it goes out to bid. Mr. Madden said it will take a couple of months after the bid. Mr. Anderson stated that there will be an antenna on top of a pole mounted with a bracket. Mr. Madden said the power meter will be 8’ off the ground and explained the work to be done as illustrated on the plan. Mr. Vellante, Mr. Madden and Mr. Anderson took questions from Mr. Clark. He questioned the weight of the equipment (totaling approximately 300 lbs.) and wind load being so close to the beach. Mr. Anderson said that Eversource does a structural analysis of the pole and the installation must comply with State and Federal rules and a building permit is required. Mr. Madden said they are waiting for the license from Eversource. Mr. Anderson stated that it is their understanding that the poles are capable of withstanding the weight. Mr. Vellante took questions from Mr. Clark regarding call volume and density. Mr. Madden noted that there is fiber on the pole that they can tap into. Mr. Anderson stated that they have submitted an emissions report and the emissions are well below Federal standards. Mr. Madden noted that they did an analysis of exposure from each facility and confirmed that they are well below limits. Mr. Clark closed the hearing at 10:39 a.m.

Submitted by:

Ann Steidel  
Administrative Secretary

HARWICH SC10 MA  
 24 PATRICIA LANE  
 HARWICH, MA 02645  
 LAT: 41°39'45.28" (N)  
 LONG: -70° 05'48.90" (W)



**KEY PLAN**

NOT TO SCALE

**LEASE EXHIBIT**  
 THIS LEASE IS SCHEMATIC IN NATURE AND IS INTENDED TO PROVIDE GENERAL INFORMATION REGARDING THE LOCATION AND SIZE OF THE PROPOSED WIRELESS COMMUNICATION FACILITY. THE SITE LAYOUT WILL BE FINALIZED UPON COMPLETION OF A SITE SURVEY AND FACILITY DESIGN.

PREPARED FOR:



REV	DATE	ISSUED FOR
▲	1/15/16	FOR CLIENT REVIEW
▲	1/21/16	FOR CLIENT REVIEW

SEAL

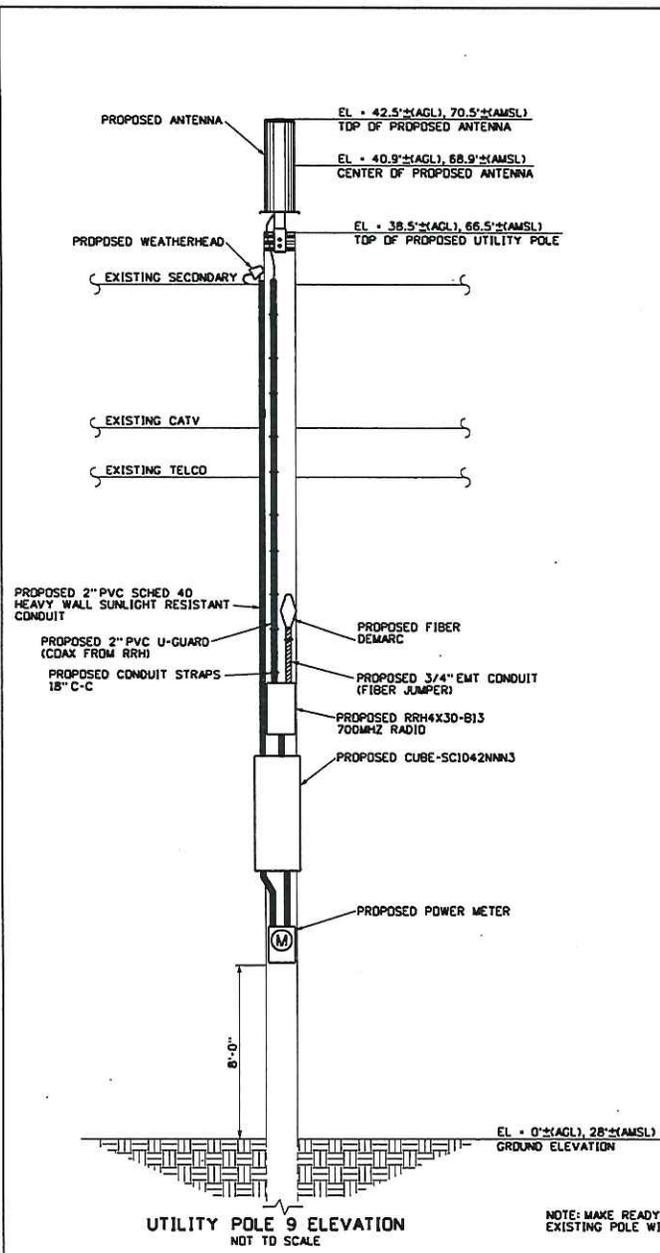


245 Commercial Street Suite 203, Portland, ME 04101  
 T: (207) 591-9667  
 info@tilsontech.com tilsontech.com

HARWICH SC10 MA  
 24 PATRICIA LANE  
 HARWICH, MA 02645  
 BARNSTABLE COUNTY

KEY PLAN  
 LOCATION CODE: 390724  
 PROJECT CODE: 20151265342

DRAFTED BY: JPT 1/21/16	LE-1	REVISION: 1
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NOTE: MAKE READY SHALL CONSIST OF REPLACING EXISTING POLE WITH 45' UTILITY POLE.



ELEVATION PHOTO  
NOT TO SCALE

**GENERAL NOTES**

1. SITE NAME	HARWICH SC10 MA
2. SITE LOCATION:	24 PATRICIA LANE HARWICH, MA 02645 BARNSTABLE COUNTY
3. POLE OWNER:	NSTAR/VZT
4. SERVICE AREA:	TELCO-VZT, ELECO-NSTAR
5. APPLICANT:	CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS
6. EXISTING POLE LOCATION:	LATITUDE: 41° 39' 45.28" LONGITUDE: -70° 05' 48.90" GROUND EL.: 28'
7. POLE NUMBER:	9
8. RDW OWNER:	PUBLIC
9. TAX MAP/BLOCK/LDT:	5-02-24-0

LEASE EXHIBIT  
THIS LEASE IS SCHEMATIC IN NATURE AND IS INTENDED TO PROVIDE GENERAL INFORMATION REGARDING THE LOCATION AND SIZE OF THE PROPOSED WIRELESS COMMUNICATION FACILITY. THE SITE LAYOUT WILL BE FINALIZED UPON COMPLETION OF A SITE SURVEY AND FACILITY DESIGN.

PREPARED FOR:



REV	DATE	ISSUED FOR
⚠	1/15/16	FOR CLIENT REVIEW
⚠	1/21/16	FOR CLIENT REVIEW

SEAL

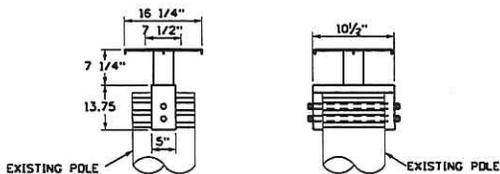


245 Commercial Street Suite 203, Portland, ME 04101  
T: (207) 591-6677  
info@tilsontech.com tilsontech.com

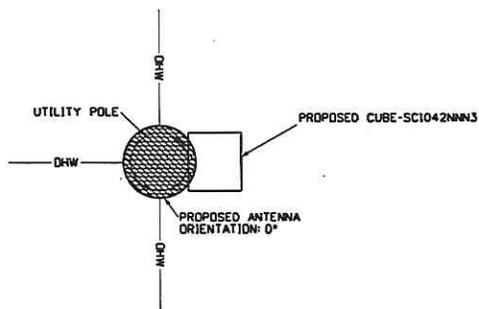
HARWICH SC10 MA  
24 PATRICIA LANE  
HARWICH, MA 02645  
BARNSTABLE COUNTY

POLE  
9  
ELEVATION

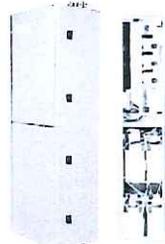
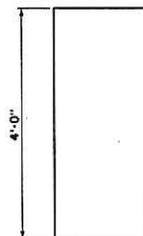
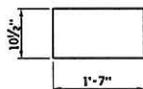
DRAFTED BY: JPT 1/21/16	LE-2	REVISION: 1
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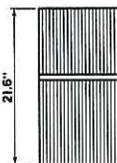
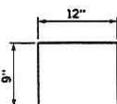
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**ANTENNA MOUNTING DETAILS**  
 NOT TO SCALE



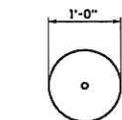
**RRH ORIENTATION PLAN**  
 NOT TO SCALE



**CUBE-SC1042NNN3**  
**CABINET DETAILS**  
 NOT TO SCALE



**B13 RRH4X30 700MHZ DETAILS**  
 NOT TO SCALE



**NH3600M-DG-2XR**  
**ANTENNA DETAILS**  
 NOT TO SCALE

GENERAL NOTES	
1. SITE NAME	HARWICH SC10 MA
2. SITE LOCATION:	24 PATRICIA LANE HARWICH, MA 02645 BARNSTABLE COUNTY
3. POLE OWNER:	NSTAR/VZT
4. SERVICE AREA:	TELCO-VZT, ELECO-NSTAR
5. APPLICANT:	CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS
6. EXISTING POLE LOCATION:	LATITUDE: 41° 39' 45.28" LONGITUDE: -70° 05' 48.90" GROUND EL.: 28'
7. POLE NUMBER:	9
8. ROW OWNER:	PUBLIC
9. TAX MAP/BLOCK/LOT:	5-02-24-0

**LEASE EXHIBIT**  
 THIS LEASE IS SCHEMATIC IN NATURE AND IS INTENDED TO PROVIDE GENERAL INFORMATION REGARDING THE LOCATION AND SIZE OF THE PROPOSED WIRELESS COMMUNICATION FACILITY. THE SITE LAYOUT WILL BE FINALIZED UPON COMPLETION OF A SITE SURVEY AND FACILITY DESIGN.

PREPARED FOR:



REV	DATE	ISSUED FOR
Δ	1/15/16	FOR CLIENT REVIEW
Δ	1/21/16	FOR CLIENT REVIEW

SEAL

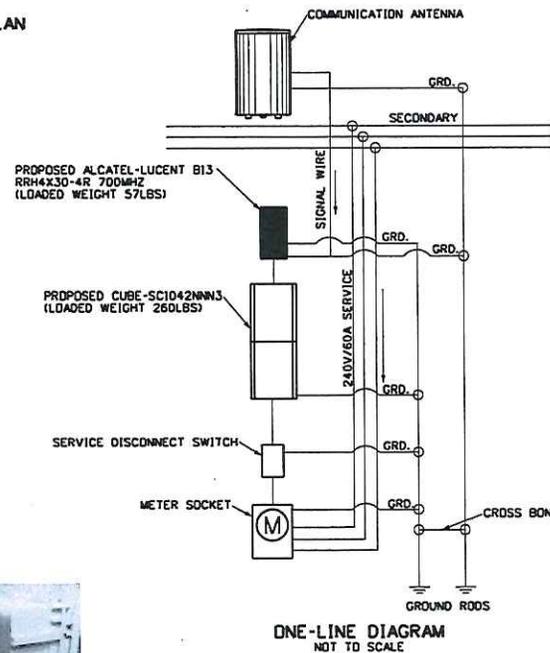


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HARWICH SC10 MA  
 24 PATRICIA LANE  
 HARWICH, MA 02645  
 BARNSTABLE COUNTY

EQUIPMENT DETAILS

DRAFTED BY: JPT 1/21/16	LE-3	REVISION: 1
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**ONE-LINE DIAGRAM**  
 NOT TO SCALE

**TOWN OF HARWICH**  
**NOTICE OF PUBLIC HEARING**  
*May 23, 2016*

Pursuant to M.G.L. Ch. 166, § 22, the Town Administrator will hold a Public Hearing at 10:40 AM on Monday, May 23, 2016 in the Library at Harwich Town Hall, 732 Main Street, Harwich, MA in reference to the following matter:

A petition by **CELLO PARTNERSHIP D/B/A VERIZON WIRELESS** requesting permission to locate small cell wireless antennas, and the necessary sustaining and protecting fixtures, on existing utility poles, located on public ways near:

**40 Harbor Road**

All abutters and other interested persons are invited to attend. For further information, please call the Town Administrator's Office at (508) 430-7513 or stop by Town Hall, 732 Main Street, Harwich where the information is on file.

Christopher Clark  
Town Administrator

Cape Cod Chronicle  
May 5, 2016

**MINUTES**  
**Utility Hearing**  
**40 Harbor Road**  
**Monday, May 23, 2016**  
**Town Hall Library**  
**10:40 A.M.**

Those present included: Christopher Clark, Town Administrator, Ann Steidel - Administrative Secretary, Paul Sweetser – Town Surveyor, Attorney Peter Anderson of McLane Middleton – representing Verizon Wireless, Bed Madden – Site Acquisition for Verizon Wireless, Keith Vellante – Engineer at C System.

Christopher Clark opened the hearing at 10:40 a.m. and read the hearing notice. No abutters were present. Mr. Sweetser stated that these are all existing poles and the maps are well done. Mr. Clark indicated that the petition would be favorably approved. He closed the hearing at 10:44 a.m.

Submitted by:

Ann Steidel  
Administrative Secretary

HARWICH SC13 MA  
 40 HARBOR ROAD  
 HARWICH, MA 02645  
 LAT: 41°40'00.95" (N)  
 LONG: -70° 03'49.97" (W)



**KEY PLAN**

NOT TO SCALE



**LEASE EXHIBIT**  
 THIS LEASE IS SCHEMATIC IN NATURE AND IS INTENDED TO PROVIDE GENERAL INFORMATION REGARDING THE LOCATION AND SIZE OF THE PROPOSED WIRELESS COMMUNICATION FACILITY. THE SITE LAYOUT WILL BE FINALIZED UPON COMPLETION OF A SITE SURVEY AND FACILITY DESIGN.

PREPARED FOR:



REV	DATE	ISSUED FOR
▲	1/15/16	FOR CLIENT REVIEW

SEAL

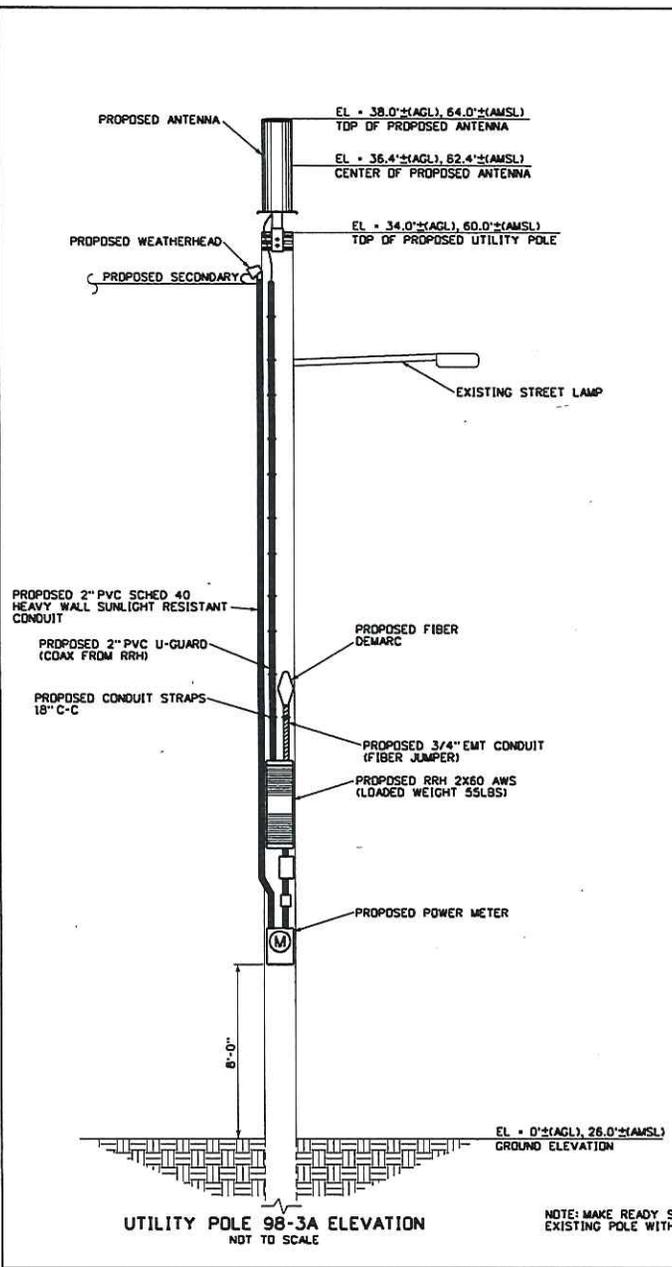


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HARWICH SC13 MA  
 40 HARBOR ROAD  
 HARWICH, MA 02645  
 BARNSTABLE COUNTY

KEY PLAN  
 LOCATION CODE: 390732  
 PROJECT CODE: 20151265346

DRAFTED BY: KAB 1/15/16	LE-1	REVISION: 0
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NOTE: MAKE READY SHALL CONSIST OF REPLACING EXISTING POLE WITH 40' UTILITY POLE.



ELEVATION PHOTO  
NOT TO SCALE

**GENERAL NOTES**

1. SITE NAME: HARWICH SC13 MA
2. SITE LOCATION: 40 HARBOR ROAD  
HARWICH, MA 02645  
BARNSTABLE COUNTY
3. POLE OWNER: NSTAR
4. SERVICE AREA: TELCO-VZT, ELECO-NSTAR
5. APPLICANT: CELCO PARTNERSHIP  
D/B/A VERIZON WIRELESS
6. EXISTING POLE LOCATION: LATITUDE: 41° 40' 00.95"  
LONGITUDE: -70° 03' 49.97"  
GROUND EL.: 26'
7. POLE NUMBER: 98-3A
8. ROW OWNER: MUNICIPAL
9. TAX MAP/BLOCK/LOT: 15-U23-0

**LEASE EXHIBIT**

THIS LEASE IS SCHEMATIC IN NATURE AND IS INTENDED TO PROVIDE GENERAL INFORMATION REGARDING THE LOCATION AND SIZE OF THE PROPOSED WIRELESS COMMUNICATION FACILITY. THE SITE LAYOUT WILL BE FINALIZED UPON COMPLETION OF A SITE SURVEY AND FACILITY DESIGN.

PREPARED FOR:



REV	DATE	ISSUED FOR
△	1/15/16	FOR CLIENT REVIEW

SEAL

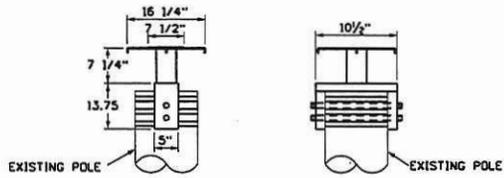


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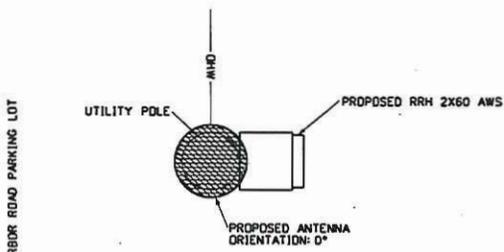
HARWICH SC13 MA  
40 HARBOR ROAD  
HARWICH, MA 02645  
BARNSTABLE COUNTY

POLE  
98-3A  
ELEVATION

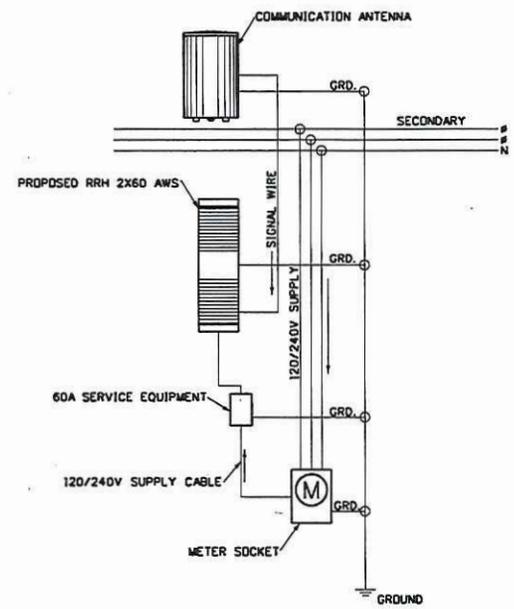
DRAFTED BY: KAB 1/15/16	LE-2	REVISION: 0
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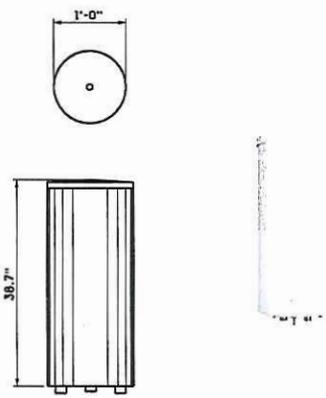
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ANTENNA MOUNTING DETAILS  
NOT TO SCALE



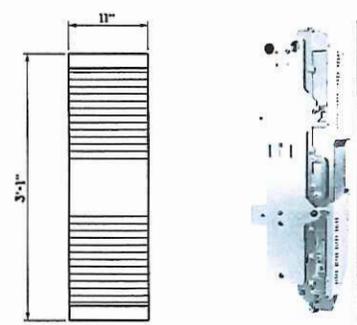
RRH ORIENTATION PLAN  
NOT TO SCALE



GENERAL WIRING DIAGRAM  
NOT TO SCALE



NH360QM-DG-2XR  
ANTENNA DETAILS  
NOT TO SCALE



RRH 2X60 AWS DETAILS  
NOT TO SCALE

HARBOR ROAD PARKING LOT

GENERAL NOTES

1. SITE NAME: HARWICH SC13 MA
2. SITE LOCATION: 40 HARBOR ROAD  
HARWICH, MA 02645  
BARNSTABLE COUNTY
3. POLE OWNER: NSTAR
4. SERVICE AREA: TELCO-V2T, ELECO-NSTAR
5. APPLICANT: CELLCO PARTNERSHIP  
D/B/A VERIZON WIRELESS
6. EXISTING POLE LOCATION: LATITUDE: 41° 40' 00.95"  
LONGITUDE: -70° 03' 49.97"  
GROUND EL.: 26'
7. POLE NUMBER: 98-3A
8. ROW OWNER: MUNICIPAL
9. TAX MAP/BLOCK/LOT: 15-U23-0

LEASE EXHIBIT  
THIS LEASE IS SCHEMATIC IN NATURE AND IS INTENDED TO PROVIDE GENERAL INFORMATION REGARDING THE LOCATION AND SIZE OF THE PROPOSED WIRELESS COMMUNICATION FACILITY. THE SITE LAYOUT WILL BE FINALIZED UPON COMPLETION OF A SITE SURVEY AND FACILITY DESIGN.

PREPARED FOR:



REV	DATE	ISSUED FOR
1	1/15/16	FOR CLIENT REVIEW

SEAL



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HARWICH SC13 MA  
40 HARBOR ROAD  
HARWICH, MA 02645  
BARNSTABLE COUNTY

EQUIPMENT DETAILS

DRAFTED BY: KAB 1/15/16	LE-3	REVISION: 0
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**TOWN OF HARWICH**  
**NOTICE OF PUBLIC HEARING**  
*May 23, 2016*

Pursuant to M.G.L. Ch. 166, § 22, the Town Administrator will hold a Public Hearing at 10:50 AM on Monday, May 23, 2016 in the Library at Harwich Town Hall, 732 Main Street, Harwich, MA in reference to the following matter:

A petition by **CELLO PARTNERSHIP D/B/A VERIZON WIRELESS** requesting permission to locate small cell wireless antennas, and the necessary sustaining and protecting fixtures, on existing utility poles, located on public ways near:

**17 Uncle Venies Road**

All abutters and other interested persons are invited to attend. For further information, please call the Town Administrator's Office at (508) 430-7513 or stop by Town Hall, 732 Main Street, Harwich where the information is on file.

Christopher Clark  
Town Administrator

Cape Cod Chronicle  
May 5, 2016

**MINUTES**  
**Utility Hearing**  
**17 Uncle Venies Road**  
**Monday, May 23, 2016**  
**Town Hall Library**  
**10:50 A.M.**

Those present included: Christopher Clark, Town Administrator, Ann Steidel - Administrative Secretary, Paul Sweetser – Town Surveyor, Attorney Peter Anderson of McLane Middleton – representing Verizon Wireless, Ben Madden – Site Acquisition for Verizon Wireless, Keith Vellante – Engineer at C System, Nora Frost – 17 Uncle Venies Road.

Christopher Clark opened the hearing at 10:50 a.m. and read the hearing notice. Mr. Vellante described the work to be done noting these are small cells that complement traditional networks. He explained that the small cells are antennas and supporting equipment. Mr. Vellante responded to questions from Ms. Frost regarding size of the equipment and concerns for wildlife, radio wave emissions, and impacts from lightning storms to homes. Mr. Anderson noted that they don't disturb bird nests and commented on the low emissions as outlined in the report. Ms. Frost was provided with a copy of the emissions report. Mr. Vellante noted that the sites all have grounding systems. Mr. Madden noted that they don't attract lightning any more than anything else. Ms. Frost questioned if there is an alternate pole and Mr. Anderson responded that this pole was selected specifically to improve capacity and coverage. Ms. Frost commented that it is not a very attractive piece of equipment and the pole has a lot on it already. She added that she feels the enjoyment of her property is affected by this. She questioned what other safety issues there are and Mr. Anderson responded that there are none. Mr. Sweetser noted that the wires are encased in PVC. Mr. Clark questioned if there are any lights or beacons on the equipment and Mr. Anderson said there is no lighting or noise emitted. Mr. Clark closed the hearing at 11:14 a.m.

Submitted by:

Ann Steidel  
Administrative Secretary

HARWICH SC14 MA  
 17 UNCLE VENIES ROAD  
 HARWICH, MA 02645  
 LAT: 41°40'04.98" (N)  
 LONG: -70°02'34.99" (W)



KEY PLAN

NOT TO SCALE



LEASE EXHIBIT  
 THIS LEASE IS SCHEMATIC IN NATURE AND IS INTENDED TO PROVIDE GENERAL INFORMATION REGARDING THE LOCATION AND SIZE OF THE PROPOSED WIRELESS COMMUNICATION FACILITY. THE SITE LAYOUT WILL BE FINALIZED UPON COMPLETION OF A SITE SURVEY AND FACILITY DESIGN.

PREPARED FOR:



REV	DATE	ISSUED FOR
△	1/19/16	FOR CLIENT REVIEW
△	2/2/16	FOR CLIENT REVIEW

SEAL

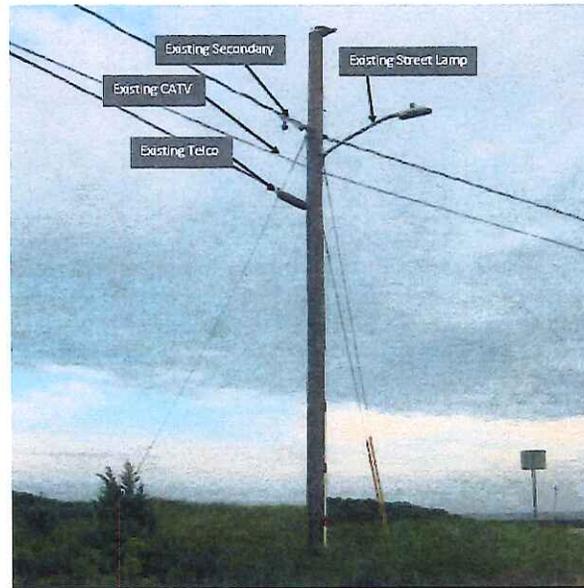
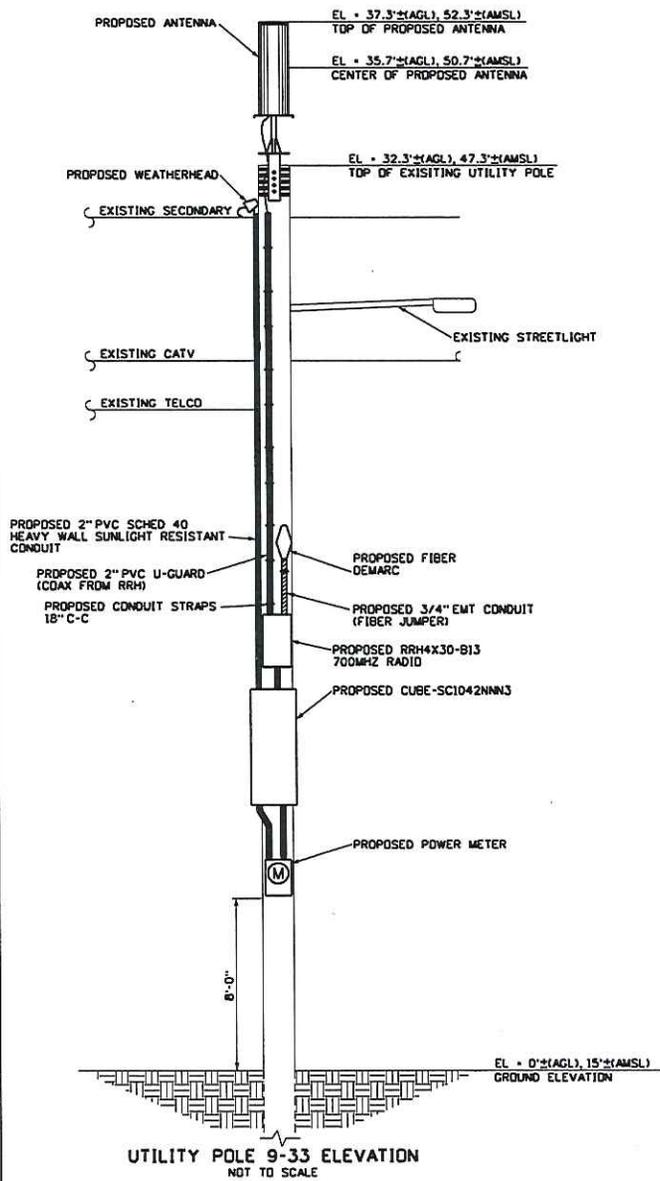


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HARWICH SC14 MA  
 17 UNCLE VENIES ROAD  
 HARWICH, MA 02645  
 BARNSTABLE COUNTY

KEY PLAN  
 LOCATION CODE: 390733  
 PROJECT CODE: 20151265348

DRAFTED BY: JPT 2/2/16	LE-1	REVISION: 1
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**ELEVATION PHOTO**  
 NOT TO SCALE

**GENERAL NOTES**

1. SITE NAME	HARWICH SC14 MA
2. SITE LOCATION:	17 UNCLE VENIES ROAD HARWICH, MA 02645 BARNSTABLE COUNTY
3. POLE OWNER:	NSTAR/VZT
4. SERVICE AREA:	TELCO-VZT, ELECO-NSTAR
5. APPLICANT:	CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS
6. EXISTING POLE LOCATION:	LATITUDE: 41°40'04.98" LONGITUDE: -70°02'34.99" GROUND EL.: 15'
7. POLE NUMBER:	9-33
8. ROW OWNER:	PUBLIC
9. TAX MAP/BLOCK/LDT:	17-R2-6A-0

**LEASE EXHIBIT**

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PREPARED FOR:



REV	DATE	ISSUED FOR
⚠	1/19/16	FOR CLIENT REVIEW
⚠	2/2/16	FOR CLIENT REVIEW

SEAL

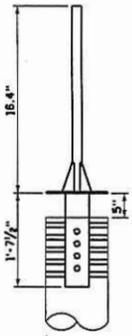


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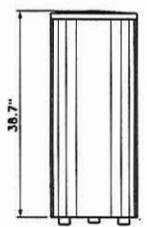
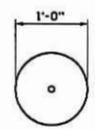
HARWICH SC14 MA  
 17 UNCLE VENIES ROAD  
 HARWICH, MA 02645  
 BARNSTABLE COUNTY

POLE  
 9-33  
 ELEVATION

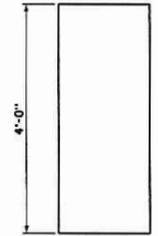
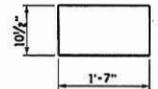
DRAFTED BY: JPT 2/2/16	LE-2	REVISION: 1
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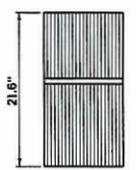
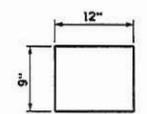
**ANTENNA MOUNTING DETAILS**  
NOT TO SCALE



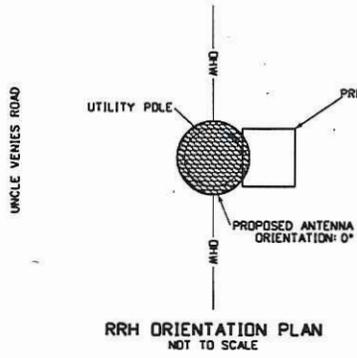
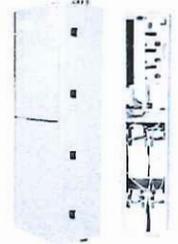
**NH3600M-DG-2XR**  
**ANTENNA DETAILS**  
NOT TO SCALE



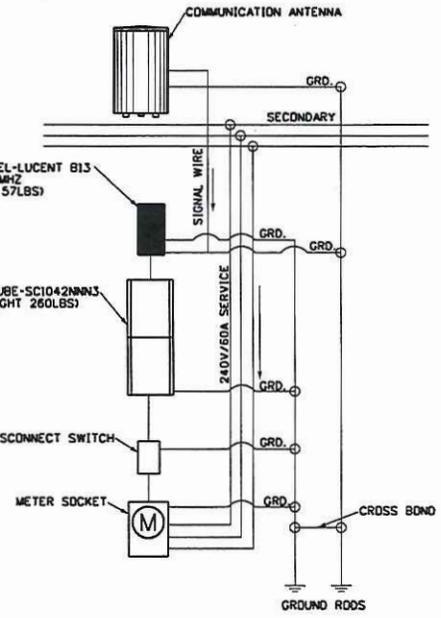
**CUBE-SC1042NN3**  
**CABINET DETAILS**  
NOT TO SCALE



**B13 RRH4X30 700MHZ**  
**DETAILS**  
NOT TO SCALE



**RRH ORIENTATION PLAN**  
NOT TO SCALE



**ONE-LINE DIAGRAM**  
NOT TO SCALE

**GENERAL NOTES**

1. SITE NAME:	HARWICH SC14 MA
2. SITE LOCATION:	17 UNCLE VENIES ROAD HARWICH MA 02645 BARNSTABLE COUNTY
3. POLE OWNER:	NSTAR/V2T
4. SERVICE AREA:	TELCO-V2T, ELECO-NSTAR
5. APPLICANT:	CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS
6. EXISTING POLE LOCATION:	LATITUDE: 41° 40' 04.98" LONGITUDE: -70° 02' 34.99" GROUND EL.: 15'
7. POLE NUMBER:	9-33
8. ROW OWNER:	PUBLIC
9. TAX MAP/BLOCK/LDT:	17-R2-5A-D

**LEASE EXHIBIT**  
THIS LEASE IS SCHEMATIC IN NATURE AND IS INTENDED TO PROVIDE GENERAL INFORMATION REGARDING THE LOCATION AND SIZE OF THE PROPOSED WIRELESS COMMUNICATION FACILITY. THE SITE LAYOUT WILL BE FINALIZED UPON COMPLETION OF A SITE SURVEY AND FACILITY DESIGN.

PREPARED FOR:



REV	DATE	ISSUED FOR
⚠	1/19/15	FOR CLIENT REVIEW
⚠	2/2/16	FOR CLIENT REVIEW

SEAL



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HARWICH SC14 MA  
17 UNCLE VENIES ROAD  
HARWICH, MA 02645  
BARNSTABLE COUNTY

EQUIPMENT DETAILS

DRAFTED BY: JPT 2/2/16	LE-3	REVISION: 1
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Personnel By Law Compensation Plans as of July 1, 2016 – 2% increase

**NON-UNION COMPENSATION PLAN**

**BY-LAW POSITIONS: FULL TIME MANAGEMENT**

Grade	Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Contract	Police Chief Finance Director/Accountant Fire Chief										
M-7	Assistant Town Administrator Director Highways Deputy Police Chief	86,688	88,855	91,075	93,353	95,686	98,078	100,532	103,044	105,621	108,260
M-6	Water / Wastewater Superintendent	79,530	81,517	83,554	85,644	87,786	89,980	92,229	94,537	96,899	99,320
M-5		72,963	74,787	76,658	78,574	80,538	82,552	84,615	86,729	88,898	91,122
M-4	Library Director; Personnel Director	66,985	68,612	70,326	72,086	73,888	75,734	77,628	79,570	81,558	83,598
M-3		61,412	62,946	64,520	66,133	67,788	69,481	71,218	72,999	74,824	76,694
M-2	Animal Control Officer	56,341	57,748	59,195	60,673	62,190	63,744	65,327	66,970	68,646	70,362
M-1		45,072	46,200	47,353	48,538	49,752	50,995	52,271	53,578	54,918	56,290

Personnel By Law Compensation Plans as of July 1, 2016 – 2% increase

**BY-LAW POSITIONS: FULL/PART TIME ADMINISTRATIVE**

Grade	Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
OA-4	Administrative Secretary	26.91	27.59	28.26	28.99	29.69	30.45	31.20	32.00	32.78	33.60
OA-3	Administrative Asst; ZBA Clerk	21.89	22.43	22.99	23.56	24.16	24.78	25.39	26.02	26.67	27.35
OA-2	Board Secretary; Video and Communications Information Specialist	18.39	18.86	19.32	19.81	20.31	20.81	21.33	21.87	22.35	22.97
OA-1	Board Clerk	16.00	16.41	16.80	17.23	17.66	18.11	18.55	19.02	19.48	19.97

SEASONAL HOURLY WAGE SCHEDULE

<b>GRADE</b>	<b>JOB TITLE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
<b>9</b>	Golf Instructor	<b>30.60</b>	<b>45.90</b>	<b>61.20</b>	<b>76.50</b>	
<b>8</b>	Golf Employee and Operations Manager Shellfish Instructor	<b>21.42</b>	<b>22.44</b>	<b>23.46</b>	<b>24.48</b>	<b>25.50</b>
<b>7</b>	Waterfront Director (S7) Beach Supervisor (S7A) Asst Animal Control Officer (S7B) Seasonal Laborer (3C)*	<b>13.52</b>	<b>14.03</b>	<b>14.54</b>	<b>15.05</b>	<b>15.56</b>
<b>6</b>	Ass't. Harbormaster (S6) Ass't Beach Supervisor (S6A) Playground Director (S6B) Activities Coordinator (S6C)	<b>12.50</b>	<b>13.01</b>	<b>13.52</b>	<b>14.03</b>	<b>14.54</b>
<b>5</b>	Kayak Instructor (S5) (\$14.00)* Parking Enforcement Officer (S5A)	<b>11.99</b>	<b>12.50</b>	<b>13.01</b>	<b>13.52</b>	<b>14.03</b>
<b>4</b>	Lifeguard (S4B) Swimming Instructor (S4C) Golf Ass't. (S4) Golf Maintenance Person (S4A) Work Leader (S4D) GIS Ass't (S4E) Project Ass't. (S4F)	<b>11.48</b>	<b>11.99</b>	<b>12.50</b>	<b>13.01</b>	<b>13.52</b>
<b>3</b>	Tennis Instructor (S3) Golf Utility Person (S3B) Sticker Seller (S3D) Seasonal Laborer (3C)	<b>10.46</b>	<b>10.97</b>	<b>11.48</b>	<b>11.99</b>	<b>12.50</b>
<b>2</b>	Playground Instructor (S2) Harbor Assistant (S2A) Parking Attendant (S2B)	<b>9.44</b>	<b>9.95</b>	<b>10.46</b>	<b>10.97</b>	<b>11.48</b>
<b>1</b>	Shellfish Interns (S1)	<b>9.18</b>	<b>9.44</b>	<b>9.95</b>	<b>10.46</b>	<b>10.97</b>

\*Board of Selectmen approval on 5/9/16

Personnel By-Law Compensation Plan as of July, 2016 – 2% increase

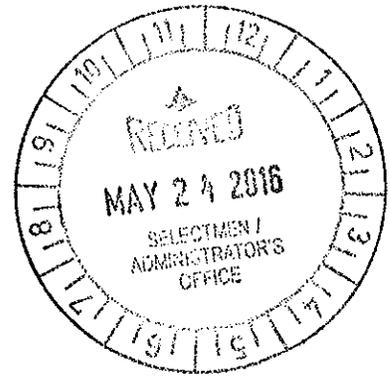
<i>Grade</i>		<i>MIN.</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Step 7</i>	<i>Step 8</i>	<i>Step 9</i>	<i>Step 10</i>
PT - 8	Alternate Building Commissioner	<b>39.15</b>									
PT-7	Plumbing, Wiring, Gas, Building and Alternate Inspectors *	<b>20.75</b>	<b>21.27</b>								
PT - 6	Part-time Dispatcher	<b>18.04</b>	<b>19.13</b>	<b>20.20</b>	<b>21.28</b>	<b>22.35</b>	<b>23.42</b>				
PT-5	Emergency Mgmt Director Special Police Officer Police Matron Mechanic	<b>18.69</b>	<b>19.16</b>	<b>19.64</b>							
PT-4	Recycling/ Scalehouse Monitor Recycling/ Scalehouse Laborer	<b>14.95</b>	<b>15.33</b>	<b>15.72</b>	<b>16.10</b>	<b>16.50</b>	<b>16.93</b>	<b>17.34</b>	<b>17.78</b>	<b>18.21</b>	<b>18.68</b>
PT-3	Substitute Custodian (\$13.84)** Transfer Station Attendant Assistant Outreach Worker Program Aide Clerical Aide Circulation Assistant	<b>13.72</b>	<b>14.07</b>	<b>14.41</b>	<b>14.77</b>	<b>15.15</b>	<b>15.51</b>	<b>15.92</b>	<b>16.31</b>	<b>16.72</b>	<b>17.14</b>
PT-2	Registrars of Voters Weight Room Worker	<b>12.55</b>	<b>12.85</b>								
PT-1	Library Pages Election Worker (\$9.18-\$10.00)** Sealer of Weights and Measures	<b>9.36</b>	<b>9.60</b>								

\*Compensation will include \$32.00 per inspection (PT 8) and emergency fee when called by public safety officer of 2 x the appropriate hourly rate or portion thereof

\*\*Grandfathered rates shown in parenthesis

May 20, 2016

Harwich Board of Selectmen  
732 Main Street  
Harwich, MA 02645



Please be advised that at the May 19<sup>th</sup>, 2016 meeting, the Harwich Republican Town Committee voted to submit the following names as candidates for the Board of Registrars.

Susan Mills

Linda Hughes

Mary Ann Pina

Sincerely,

A handwritten signature in black ink, appearing to read "Peter S. Hughes". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Peter S. Hughes  
Chairman  
Harwich Republican Town Committee

**OFFICE OF THE TOWN ADMINISTRATOR**

**Christopher Clark**, *Town Administrator*

Phone (508) 430-7513

Fax (508) 432-5039

732 MAIN STREET, HARWICH, MA 02645



## MEMO

To: Board of Selectmen

From: Christopher Clark   
Town Administrator

cc: Andrew Gould, Finance Director/Town Accountant

Re: Performance Evaluation for FY 16

Date: May 23, 2016

---

Pursuant to the Employment Agreement between Andrew Gould, Finance Director/Town Accountant and the Town of Harwich Section 15 entitled "Performance Evaluation." I completed said form and recommend the contractual increase effective for July 1, 2016 based upon a score of 75 whereas a minimum score of 65 is necessary to achieve a "Meets Expectation." The evaluation was completed on Monday, May 23, 2016. I would ask the Board of Selectmen to acknowledge receipt. I have included in the materials a copy of the Employment Agreement, along with the employee self-evaluation and the Town Administrator finalized evaluation.

The material attached also looks at goals and objectives accomplished in those set out for FY 17. I believe that Andy has been faced with some challenges such as closing books for two years and audits to be brought up to date. He has had some challenges, Community Preservation Act issues and as a result setting the Tax Rate but was instrumental in working with Department of Revenue to have FY 15 Free Cash certified at over \$4,000,000. He is an asset to the community and is doing good work in the performance of his duties.

**Employment Agreement**  
**Between**  
**Andrew Gould, Finance Director / Town Accountant**  
**And**  
**The Town of Harwich, Massachusetts**

This Agreement is made and entered into on this 2nd day of March, 2015, by and between the Town of Harwich ("Town") a municipal corporation, acting through its Board of Selectmen (the "Board"), and Andrew Gould, Finance Director / Town Accountant, both of whom agree to and understand the following:

WHEREAS, the Town desires to employ the services of Andrew Gould as the Town Accountant of the Town from **April 6, 2015**, through **April 6, 2018** and also to serve as Finance Director from **April 6, 2015** through **April 6, 2018**; and

WHEREAS, the Board has appointed Andrew Gould to be its Town Accountant in accordance with the provisions of the Harwich Home Rule Charter, effective **April 6, 2015** and appointed Andrew Gould to be its Finance Director in accordance with the provisions of the Harwich Home Rule Charter, effective **April 6, 2015**; and

WHEREAS, it is the desire of the Town to establish certain conditions of employment and working conditions for the Finance Director/Town Accountant; and

WHEREAS, the Town and the Finance Director/Town Accountant acknowledge the provisions of the Harwich Home Rule Charter, local bylaw and State law with respect to the duties and obligations of the Town and the Finance Director/Town Accountant, as the same may change from time to time, including, but not limited to M.G.L. Ch. 41, Sec. 55 , and

WHEREAS, the Town and the Finance Director/Town Accountant desire to enter into an employment contract;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

**Section 1 – Duties**

The Town hereby agrees to employ the Finance Director/Town Accountant to perform the functions and duties specified in the Harwich Home Rule Charter and Massachusetts General Law, Ch.

41. The daily financial oversight of the Town shall be the responsibility of the Finance Director/Town Accountant. The Finance Director/Town Accountant shall have all the authority and powers granted to him in accordance with the provisions of the Harwich Home Rule Charter and M.G.L. Ch.41, Sec. 50 through Sec. 61.

The Finance Director/Town Accountant shall serve as the Chief Financial Officer of the Town, and shall be responsible for authorizing payment of bills, examination, and oversight of all the Town's financial operations. The duties of the Finance Director/Town Accountant shall include but are not limited to the following:

- A. Examine all bills, drafts, orders, and pay rolls related to appropriations, and if found correct, the Accountant shall draw a warrant upon the treasury for payment.
- B. Keep a complete set of books, which shall include all the amounts of each specific appropriation, the amounts and purpose of each expenditure, the receipts from each source of income, the amount of each assessment levied, and the abatements made, in a form prescribed by the Director of Accounts, pursuant to the provisions of Section 43 of Chapter 44.
- C. Distribute monthly statements of account balances to all departments, boards and commissions having appropriations against which drafts may be presented.
- D. Maintain custody of all contracts of the Town, and a register of the sureties on all bonds of indemnification given to the Town.
- E. Keep a detailed record of the Town debt, showing the purpose for which it was incurred, when incurred, when due, the rate of interest, and the provisions made for the payment of the debt.
- F. Prepare an annual report covering the financial transactions of the Town.
- G. Examine the books and accounts of all Town officers and committees entrusted with the receipts, custody, or expenditure of money, and all original bills and vouchers upon which money has been paid from the treasury.
- H. Review and reconcile actual treasury balances, as presented by the Treasurer, with the record of appropriation, revenue collection and expenditure.
- I. Prepare regular revenue and expenditure projections for the Board of Selectmen, Town Administrator, the Finance Committee and department heads.
- J. Assist the independent auditor with the conduct of the annual audit.

## Section 2 – Term

The term of this Contract will be from April 6, 2015 through April 6, 2018. It shall remain in force and effect after that, until a successor agreement is reached.

The Board shall authorize the Town Administrator to commence contract renewal negotiations with the Finance Director/Town Accountant at least six months prior to the expiration date of this Contract.

Nothing in this Agreement shall prevent, limit, or interfere with the right of the Finance Director/Town Accountant to resign at any time during the term of this Agreement. In the event the Finance Director/Town Accountant decides to resign, he will provide the Town with thirty (30) days notice unless the parties otherwise agree. In the event the Finance Director/Town Accountant decides to retire, he will provide the Town with ninety (90) days notice unless the parties otherwise agree.

The Finance Director/Town Accountant is appointed in accordance with Section 3-6-1 of the Harwich Home Rule Charter. The Finance Director/Town Accountant may be removed only for just cause by the Board after a hearing.

In the event the Finance Director/Town Accountant's employment is terminated by the Board before the expiration of the then applicable term of employment, other than for just cause, the Town agrees to pay the Finance Director/Town Accountant a lump sum cash payment equal to sixty (60) days of annual base salary on his last day of employment with the Town. These payments shall be in addition to any other wages or benefits, such as any accrued but unused vacation time, to which the Finance Director/Town Accountant. This provision shall survive the termination of this agreement.

## Section 3 - Suspension and Termination

- A. The Finance Director/Town Accountant may be disciplined or discharged only for just cause, upon proper notice and only after a hearing at which he shall have the right to be represented by counsel at his expense. The Finance Director/Town Accountant shall have the option of choosing whether or not any such hearing shall be closed to the public or be held as an open or public hearing. The principle of progressive discipline will apply and the Board recognizes the Town Administrator's obligation to provide the Accountant with periodic performance evaluations.

- B. The Finance Director/Town Accountant may appeal any discipline or discharge to the district court or to the superior court, each of which shall have jurisdiction to review whether any discipline was proper and may order reinstatement of the Finance Director/Town Accountant if the allegation that he has been improperly discharged or disciplined is sustained.
- C. In the event of the suspension or discharge of the Finance Director/Town Accountant, if the court shall reverse or modify a suspension or discharge, the Finance Director/Town Accountant, notwithstanding Sections A through C above, shall be entitled to back pay, benefits and counsel fees.

#### **Section 4 – Disability**

The Town recognizes its obligations under M.G.L. c.152, (Workers Compensation) in the event that the Finance Director/Town Accountant is injured while at work, or as a result of work-related activity.

The Town acknowledges the Finance Director/Town Accountant's rights in addition to the benefits granted herein, to the rights provided by the law, under the Family Medical Leave Act of 1993 and other applicable Federal and State statutes. Should there be a conflict within this Section and the Family Medical Leave Act of 1993, the provisions of the Federal law shall prevail.

#### **Section 5 – Compensation**

The Town agrees to compensate the Finance Director/Town Accountant at the annual rate of \$120,000 commencing April 6, 2015. Cost-of-living increases will be applied, contingent on other employee contracted unions obtaining said increases. The Town agrees that it shall not, at any time during the term of this Contract; reduce the salary, compensation or other benefits of the Finance Director/Town Accountant, except to the extent that such reduction is evenly applied across-the-board for all employees of the Town of Harwich.

Two thousand dollars per contract fiscal year will be deposited into the Finance Director/Town Accountant's 457 retirement account at the end of each fiscal year covered by this contract. For FY 15, the amount to be deposited will be prorated to five hundred dollars (\$500.00).

**Section 6 - Hours of Work**

The Finance Director/Town Accountant agrees to devote that amount of time and energy, which is reasonably necessary for the Finance Director/Town Accountant to faithfully perform the duties of Town Finance Director/Town Accountant under this Contract.

The Finance Director/Town Accountant's work week shall ordinarily consist of a four-day week, Monday through Thursday, of thirty-five (35) hours, in addition to evening and/or weekend hours that may be necessary from time to time in order to properly discharge his duties. The four-day work week will be for a six (6) month trial period only to facilitate transition out of the Town of Salisbury and will be revisited by the Board of Selectmen and the Finance Director/Town Accountant in six (6) months.

**Section 7 - Leave Policy**

The Finance Director/Town Accountant will be entitled to fifteen (15) days of paid vacation for the first year and subsequently twenty (20) days the following fiscal years of the contract. A maximum of two (2) weeks vacation may be carried over to the following year, subject to approval by the Town Administrator.

The Finance Director/Town Accountant will accrue one and one quarter (1¼) days of sick leave per month. With prior approval, the Finance Director/Town Accountant may borrow sick leave up to a maximum number of days available under the remaining period of the contract. Once all sick leave has been used, the Finance Director/Town Accountant will be required to use his vacation time or request an unpaid family medical leave if additional time is required. See also Section 4.

The Finance Director/Town Accountant will be entitled to Bereavement Leave without loss of pay for the death of; a spouse, parent, child or grandchild for a period of seven (7) calendar days, a brother, sister, mother-in-law, father-in-law for a period of three (3) days, a grandparent, aunt, uncle or cousin for a period of one (1) day.

Extension of Bereavement Leave may be granted by the Town Administrator if such request is based upon special conditions.

The Finance Director/Town Accountant may accrue up to a maximum of 200 days of sick leave.

**Section 8 - Disability, Health, and Life Insurance**

- A. The Town agrees to provide the Finance Director/Town Accountant with the same group health and life insurance benefits available to the other municipal employees in conformity with the provisions of M.G.L. Ch. 32B.
  
- B. Death during term of employment. If the Finance Director/Town Accountant dies during the term of his employment, the Town shall pay to the Finance Director/Town Accountant's estate all the compensation which would otherwise be payable to the Finance Director/Town Accountant up to the date of his death, including, but not limited to, payment for any unused leave days.

**Section 9 - Retirement Benefits**

The Finance Director/Town Accountant shall be eligible to participate in the Barnstable County Retirement System. Upon retirement, the Finance Director/Town Accountant will be entitled to receive payment at his current wage scale for any unused vacation time.

**Section 10 - Holidays**

The Finance Director/Town Accountant shall be entitled to the same holidays granted to the other municipal employees under the By-laws of the Town of Harwich. Said holidays include:

New Years Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
Presidents Day	Veterans Day
Patriots Day	Thanksgiving Day
Memorial Day	the day after Thanksgiving
Independence Day	Christmas Day

**Section 11 - Outside Employment**

The Finance Director/Town Accountant must receive prior written approval from the Town Administrator to undertake any outside employment.

### **Section 12 - Professional Development**

The Town hereby agrees to budget for and to pay the reasonable travel and subsistence expenses of the Finance Director/Town Accountant for professional development, to include, but not limited to: multi-day conferences, short courses, seminars, and meetings that are necessary for his professional growth for the good of the Town, subject to the availability of appropriated funds for such expenses.

### **Section 13 - Dues and Subscriptions**

The Town agrees to budget and to pay for all the professional dues and subscriptions for the Finance Director/Town Accountant necessary for his continuation and participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement for the good of the Town, subject to the availability of appropriated funds for such expenses.

### **Section 14 - Indemnification**

- A. The Town shall defend, save harmless and indemnify the Finance Director/Town Accountant against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Finance Director/Town Accountant's duties. The Town will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon, in accordance with Sections B and C below.
- B. The Town agrees to provide professional liability insurance for the Finance Director/Town Accountant in the amount of not less than one million dollars (\$1,000,000.00) per occurrence, to provide legal counsel in defense of any action to which the Finance Director/Town Accountant is a party, to indemnify the Finance Director/Town Accountant in all claims made against him in the performance of his duties and to continue such indemnification and legal defense in all claims made against him in the performance of his duties even if said claim has been made following his termination from employment.

C. In addition to its obligations under Section B above, the Town agrees to indemnify the Finance Director/Town Accountant for any claim not available from or in excess of what insurance may provide. However, the employer's obligation under this section shall be limited to affirmatively presenting this claim to Town Meeting and supporting its passage as a Town Meeting appropriation and is contingent upon such appropriation. Further, the Town's total indemnification shall be limited to a total of \$1,000,000.00 unless a greater amount should become available from the Town's insurers, and shall not apply to any violation of any person's state or federal civil rights if the Finance Director/Town Accountant acted in a grossly negligent, willful or malicious manner. This section shall survive any termination of this agreement.

#### **Section 15 - Performance Evaluation**

The Town Administrator shall review and evaluate the performance of the Finance Director/Town Accountant on a formal basis annually under the terms and conditions of this Agreement. Said review and evaluation shall include, but not be limited to: (1) the Finance Director/Town Accountant's progress and performance on goals and objectives (2) Budgetary/Financial Administration; (3) Personnel Administration; (4) Supervisor/Leadership; (5) Staff Development; (6) Public Relations; (7) Employee and Labor Relations; (8) Policy Execution; and (9) Interaction with the Board as well as other governmental officials, departments, boards, and committees.

The Town Administrator shall provide the Finance Director/Town Accountant with a written evaluation report based on the forgoing elements and any others which might be mutually agreed upon after each formal review and evaluation. The Board shall provide the Finance Director/Town Accountant with an opportunity to discuss his review and evaluation with them in a workshop session.

#### **Section 16 - Use of Vehicle**

The Finance Director/Town Accountant agrees to use his personal vehicle for the business of the Town. The Town agrees to reimburse the Finance Director/Town Accountant at a rate per mile consistent with that rate reimbursed to other employees of the Town based upon the Internal Revenue Code (currently \$.575 per mile), plus parking and tolls, subject to submittal of a signed voucher detailing expenses and requesting reimbursement.

**Section 17 - Residency**

The Finance Director/Town Accountant shall not be required to maintain a permanent residence in the Town of Harwich.

**Section 18 - Notices**

Notices pursuant to this Agreement shall be given by deposit in the custody of the U.S. Postal Service, postage prepaid and addressed as follows:

Town:	Board of Selectmen	Andrew Gould
	Harwich Town Hall	Town Accountant
	732 Main Street	Town Hall
	Harwich, MA 02645	732 Main Street
		Harwich, Ma. 02645

**Section 19 - Severability of Provisions**

If any clause or provision of this Agreement shall be determined to be invalid, unenforceable, unconstitutional or illegal by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.

**Section 20 - General Provisions**

This agreement shall become effective upon signing by both parties. This Agreement may be modified or amended at any time by written mutual agreement of the parties.

**Section 21 - Entire Agreement**

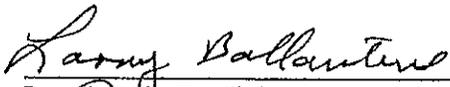
This agreement embodies the whole Agreement between the Board and Andrew Gould and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. The Laws of the Commonwealth of Massachusetts will govern the Agreement.

IN WITNESS WHEREOF, the Town of Harwich, MA has caused this Agreement to be signed and executed on its behalf by its Board of Selectmen and Andrew Gould have signed and executed this Agreement, both in duplicate, the day and year first above written.

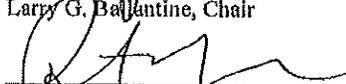
Approved this 2<sup>nd</sup> day of March, 2015 by -

Board of Selectmen:

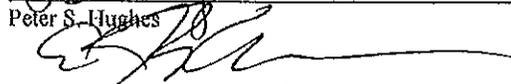
Andrew Gould, Finance Director/Town Accountant

  
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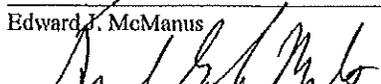
Larry G. Ballantine, Chair

  
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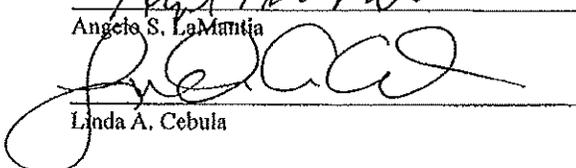
Peter S. Hughes

  
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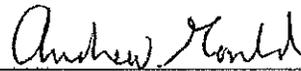
Edward J. McManus

  
\_\_\_\_\_

Angelo S. LaMantia

  
\_\_\_\_\_

Linda A. Cebula

  
\_\_\_\_\_

**OFFICE OF THE TOWN ADMINISTRATOR**

**Christopher Clark**, *Town Administrator*

Phone (508) 430-7513

Fax (508) 432-5039

732 MAIN STREET, HARWICH, MA 02645



# MEMO

To: Board of Selectmen

From: Christopher Clark   
Town Administrator

cc: Norm Clarke, Fire Chief

Re: Performance Evaluation for FY 16

Date: May 23, 2016

---

Pursuant to the Employment Agreement between Norman Clarke, Fire Chief and the Town of Harwich Section 15 entitled "Performance Evaluation," I completed said form and recommend the contractual increase effective for July 1, 2016 based upon a score of 86 whereas a minimum score of 65 is necessary to achieve a "Meets Expectation." The evaluation was completed on Monday, May 23, 2016. I would ask the Board of Selectmen to acknowledge receipt. I have included in the materials a copy of the Employment Agreement, along with the employee self-evaluation and the Town Administrator finalized evaluation.

The material attached also looks at goals and objectives accomplished in those set out for FY 17. I believe that Norm is an asset to the community and is doing very good work in the performance of his duties.

**Employment Agreement**  
**between**  
**Norman M. Clarke, Jr., Fire Chief**  
**and**  
**The Town of Harwich, Massachusetts**

This Agreement is made and entered into on this **16th** day of **March, 2015** by and between the Town of Harwich (“Town”) a municipal corporation, acting through its Board of Selectmen (the “Board”), and Norman M. Clarke, Jr. the Fire Chief (“Chief”), both of whom agree to and understand the following:

WHEREAS, the Town desires to employ the services of Norman M. Clarke, Jr in the administration of its Fire Department; and

WHEREAS, the Board has appointed Norman M. Clarke, Jr. to be its Fire Chief under M.G.L. c.48, §42 effective March 16, 2015; and

WHEREAS, it is the desire of the Town to establish certain conditions of employment and working conditions for the Chief; and

WHEREAS, the Town and the Chief acknowledge the provisions of local and State law with respect to the duties and obligations of the Town and the Fire Chief as the same may change from time to time, including, but not limited to M.G.L. c.48, § 42, and

WHEREAS, the Town and the Chief desire to enter into an employment contract as defined under the Laws;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

**Section I – Duties**

The Town hereby agrees to employ the Chief to perform the functions and duties specified in the Massachusetts General Law. The daily operational control of the Fire Department for the Town shall be the responsibility of the Chief. The Chief shall have all the authority and powers granted to the Fire Chief under the provisions of M.G.L. c.48, § 42.

The Chief shall be responsible for the planning, organizing, and coordination of all Fire Department operations. The duties of the Chief shall include but are not limited to the following:

- A. Supervision of the daily operations of the Fire Department and Emergency Medical Services.
- B. Supervision of all Fire Department personnel.
- C. Preparation and submission of the Fire Department budget.
- D. Submission of reports to the Town either orally or in writing when requested or required in order to ensure the proper communication between the Town and the Fire Department.
- E. Responsibility for all departmental expenditures, as well as the receipt of funds and property in the custody of the Fire Department.
- F. Supervision and control of all equipment and motor vehicles belonging to or used by the Fire Department.
- G. Establishment of fire suppression and emergency medical equipment requirements and recommending vehicle specifications for the Fire Department.
- H. Supervision and control of all training programs for department personnel and the assignment of personnel to such programs.
- I. Discipline of department personnel; issue of orders, rules, regulations, policies and procedures, and the assignment of shifts and the duties of all department personnel.
- J. Availability to appear for public meetings and hearings before any appointed or elected Board of the town at which the Fire Department is required to appear and before Town Meetings when necessary.
- K. Being responsible for communicating with the public, including the media, on matters relating to Fire Department operations and department policy.
- L. Command of all Fire Officers.
- M. Serve as the Town of Harwich Forest Warden.
- N. Related work as required and appropriate for the position of Fire Chief.
- O. Development and supervision of special programs.
- P. Development and administration of Fire Department policies and procedures.

## **Section 2 – Term**

The term of this Contract will be from July 1, 2015 through July 1, 2018 The Board shall commence contract renewal negotiations with the Chief at least six (6) months prior to the expiration date of this Contract. Should the Town fail to notify the Chief that the Agreement will not be extended within six (6) months of the expiration of the Agreement, said Agreement shall continue in full force

and effect for a single one (1) year term subject to any provisions of this Agreement which may be renegotiated by mutual consent of the parties.

Nothing in this Agreement shall prevent, limit, or interfere with the right of the Chief to resign at any time during the term of this Agreement. In the event the Chief decides to resign the Chief will provide the Town with ninety (90) days notice unless the parties otherwise agree.

The Fire Chief is appointed in accordance with MGL c. 48 s 42. The Chief may be removed for just cause by the Board at any time after a hearing (See Section 3).

In the event the Chief resigns following a formal suggestion by the Board that he resign before the expiration of the then applicable term of employment, the Town agrees to pay the Chief a lump sum severance payment of six (6) months' salary and benefits.

### **Section 3 - Suspension and Termination**

A. The Chief may be disciplined or discharged only for just cause, upon proper notice and only after a hearing at which the Chief shall have the right to be represented by counsel at his expense. The Chief shall have the option of choosing whether or not any such hearing shall be closed to the public or be held as an open or public hearing. The principle of progressive discipline will apply and the Town Administrator recognizes his obligation to provide the Chief with periodic performance evaluations.

B. The Chief may appeal any discipline or discharge to the District Court or Superior Court, which shall have jurisdiction to review whether any discipline was proper and may order reinstatement of the Chief if the allegation that he has been improperly discharged or disciplined is sustained.

C. In the event of the suspension or discharge of the Chief, if the District Court or Superior Court shall reverse or modify a suspension or discharge, the Chief, notwithstanding Sections A through B above, shall be entitled to back pay, benefits and counsel fees.

### **Section 4 – Disability**

The Town recognizes its obligations under M.G.L. c.41, §100 and 111F in the event that the Chief is injured while on duty.

The Town acknowledges the Chief's rights in addition to the benefits granted herein, to the rights provided by the law, under the Family Medical Leave Act of 1993 and other applicable Federal

and State statutes. Should there be a conflict within this Section and the Family Medical Leave Act of 1993, the provisions of the Federal law shall prevail.

### **Section 5 – Compensation**

The Town agrees to compensate the Fire Chief at the annual rate of (see attached table) January 1, 2015. The parties agree that the salary stated above is the first year annual salary paid in installments throughout the year in the same manner as all other town employees. Subsequent increases will be considered through the Town Administrator to the Board based on annual performance appraisals. See section 15. Any such increases are subject to Town Meeting appropriation. A market adjustment amount will be included in base salary.

The Town agrees to compensate the Chief for Holiday Pay as outlined in Section 10 of this contract. The parties agree that the Fire Chief is an exempt employee under the Fair Labor Standards Act and is not entitled to overtime pay.

The Town agrees that it shall not, at any time during the term of this Contract; reduce the salary, compensation or other benefits of the Chief, except to the extent that such reduction is evenly applied across-the-board for all employees of the Town of Harwich. The Town agrees to provide a clothing allowance for the Chief not to exceed \$650 in each fiscal year of the contract.

### **Section 6 - Hours of Work**

The Chief agrees to devote that amount of time and energy, which is reasonably necessary for the Chief to faithfully perform the duties of Fire Chief under this Contract.

The Chief's work week shall ordinarily consist of a five-day week, Monday through Friday, a total of forty (40) hours, in addition to evening and/or weekend hours that may be necessary from time to time in order to properly discharge his duties. It is recognized that the Fire Chief must devote a significant amount of time outside normal office hours to the business of the Town. Consequently, the Chief shall be allowed to vary his work day, or to take time off during the recognized normal business hours, provided it does not interfere with the proper administration of his duties.

## **Section 7 - Leave Policy**

The Chief will be entitled to twenty-five (25) days of paid vacation per year. A maximum of two (2) weeks vacation may be carried over to the following year, subject to approval by the Town Administrator.

The Chief shall be allowed to carry over any unused sick time from his previous position as Deputy Chief. In addition the Chief will accrue one and one quarter (1¼) days of sick leave per month. With prior approval by the Town Administrator, the Chief may borrow sick leave up to a maximum number of days available under the remaining period of the contract. Once all sick leave has been used, the Chief will be required to use his vacation time or request an unpaid family medical leave if additional time is required. See also Section 4.

The Chief will be entitled to Bereavement Leave without loss of pay for the death of; a spouse, parent, child or grandchild for a period of seven (7) calendar days, a brother, sister, mother-in-law, father-in-law, brothers/sisters-in-law for a period of three calendar (3) days, a grandparent, aunt, uncle or cousin for a period of two (2) calendar days.

Extension of Bereavement Leave may be granted by the Town Administrator if such request is based upon special conditions.

The Chief may accrue up to a maximum of 200 days of sick leave. On termination of employment, the Chief is entitled to sell back up to 25% of his accrued sick leave at his then current salary.

## **Section 8 - Disability, Health, and Life Insurance**

- A. The Town agrees to provide the Chief with the same group health and life insurance benefits available to the other municipal employees in conformity with the provisions of M.G.L. c32B.
- B. Death during term of employment. If the Chief dies during the term of his employment, the Town shall pay to the Chief's estate all the compensation which would otherwise be payable to the Chief up to the date of his death, including, but not limited to, payment for any unused leave days.
- C. In the event that the Chief is killed while in the line of duty, the Town agrees to pay reasonable costs not exceeding \$5,000 for funeral and burial expenses.

**Section 9 - Retirement Benefits**

The Chief shall be eligible to participate in the Barnstable County Retirement System. Upon retirement, the Chief will be entitled to receive payment at his current wage scale for any unused vacation time.

**Section 10 – Holidays**

The Chief shall be entitled to the same holidays granted to the other municipal employees under the By-laws of the Town of Harwich. Said holidays include:

- |                             |                  |
|-----------------------------|------------------|
| New Year’s Day              | Labor Day        |
| Martin Luther King, Jr. Day | Columbus Day     |
| President’s Day             | Veteran’s Day    |
| Patriot’s Day               | Thanksgiving Day |
| Memorial Day                | Christmas Day    |
| Independence Day            |                  |

The Fire Chief shall receive, in the first pay period of December, a check in the amount of five (5) holidays times 1/5 of his/her weekly base pay. In the first two (2) weeks of June a check in the amount of six (6) holidays times 1/5 of his/her weekly base pay. The annual compensation for this benefit totals for FY15 ( $\$114,444 \div 52 \times .20 \times 11 \text{ holidays} = \$4,841.86$ )

**Section 11 - Outside Employment**

The Chief must receive prior written approval from the Town Administrator to undertake any outside employment.

**Section 12 - Professional Development**

The Town hereby agrees to budget for and to pay the reasonable travel and subsistence expenses of the Chief for professional development, to include, but not limited to: short courses, seminars, and meetings that are necessary for his professional growth for the good of the Town and the Harwich Fire Department. The Chief agrees to notify the Town Administrator in advance of

confirming attendance at such courses, seminars, and meetings, and attendance at such meetings is subject to the prior approval of the Town Administrator and the availability of appropriated funds for such expenses.

**Section 13 - Dues and Subscriptions**

The Town agrees to budget and to pay for all the professional dues, recertification fees, and subscriptions for the Chief necessary for his continuation and participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement for the good of the Town, subject to the prior approval of the Town Administrator and the availability of appropriated funds for such expenses. Such professional dues may include, but not be limited to, payments for membership in the International Association of Fire Chiefs, Massachusetts Fire Chief's Association and the Barnstable County Fire Chiefs Association.

**Section 14 – Indemnification**

A. To the extent permitted by law, the Town shall defend, save harmless and indemnify the Fire Chief against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties as Fire Chief, even if said claim has been made following his termination from employment, provided the Fire Chief acted within the scope of his duties. The Town shall pay the amount of any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Fire Chief.

The Town shall reimburse the Fire Chief for any attorneys' fees and costs incurred by the Fire Chief in connection with such claims or suits involving the Fire Chief in his professional capacity.

This section shall survive the termination of this agreement.

**Section 15 - Performance Evaluation**

The Town Administrator shall review and evaluate the performance of the Fire Chief on a formal basis annually under the terms and conditions of this Agreement. Said review and evaluation

shall include, but not be limited to: (1) the Chief's progress and performance on goals and objectives (2) Budgetary/Financial Administration; (3) Personnel Administration; (4) Supervisor/Leadership; (5) Staff Development; (6) Public Relations; (7) Employee and Labor Relations; (8) Policy Execution; and (9) Interaction with the Board as well as other governmental officials, departments, boards, and committees.

The Town Administrator shall provide the Fire Chief with a written evaluation report based on the forgoing elements and any others which might be mutually agreed upon after each formal review and evaluation. The Town Administrator shall provide the Chief with an opportunity to discuss his review and evaluation with him in a workshop session.

**Section 16 - Use of Town Vehicle**

The Town shall provide a vehicle for use by the Fire Chief and pay for all attendant operating and maintenance expenses and insurance. Said vehicle is to be used by the Chief in connection with the performance of his duties as Fire Chief and for his professional growth and development. Said vehicle may also be used by the Chief for personal reasons, since the Chief is "on-call" in the event of emergency.

**Section 17 – Residency**

The Chief must maintain a permanent residence in the Town of Harwich.

**Section 18 – Notices**

Notices pursuant to this Agreement shall be given by deposit in the custody of the U.S. Postal Service, postage prepaid and addressed as follows:

Town:	Board of Selectmen	Fire Chief:	Norman M. Clarke, Jr.,
	Harwich Town Hall		Fire Chief
	732 Main Street		Harwich Fire Department
	Harwich, MA 02645		175 Sisson Road
			Harwich, MA 02645

**Section 19 - Severability of Provisions**

If any clause or provision of this Agreement shall be determined to be invalid, unenforceable, unconstitutional or illegal by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.

**Section 20 - General Provisions**

This agreement shall become effective upon signing by both parties. This Agreement may be modified or amended at any time by written mutual agreement of the parties.

**Section 21 - Entire Agreement**

This agreement embodies the whole Agreement between the Board and Norman M. Clarke, Jr. and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. The Laws of the Commonwealth of Massachusetts will govern the Agreement.

**Section 22- Appropriation**

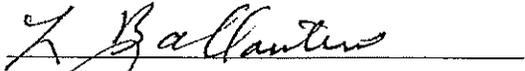
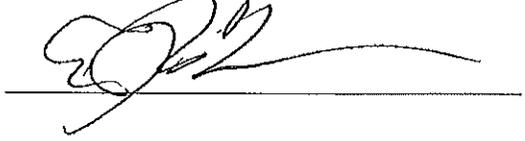
The terms of this agreement are subject to annual appropriation by Town Meeting.

IN WITNESS WHEREOF, the Town of Harwich, MA has caused this Agreement to be signed and executed on its behalf by its Board of Selectmen and Norman M. Clarke, Jr. has signed and executed this Agreement, both in duplicate, the day and year first above written.

Approved this 16<sup>th</sup> day of March, 2015.

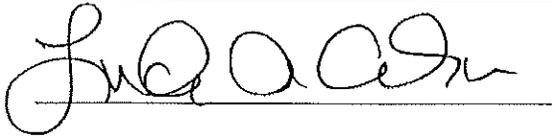
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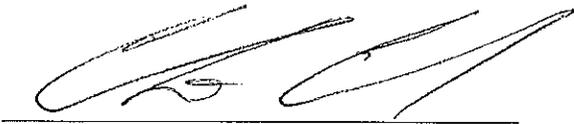
Board of Selectmen:

Norman M. Clarke, Jr., Fire Chief







Christopher Clark , Town Administrator

Fire Chief Proposed Compensation Schedule

	Base	Market Adj.	Total
1/1/15	\$114,444		\$114,444
7/1/15	\$116,733	\$2,000	\$118,733
7/1/16	\$121,108	\$2,000	\$123,108
7/1/17	\$125,570	\$2,000	\$127,570

NOTE: 7/1/14 salary is \$112,200

## **Harwich Board of Selectmen Rules of Operation**

Except as otherwise prescribed by the Home Rule Charter and state and Federal law, the Harwich Board of Selectmen shall conduct its business in the following manner:

### **SECTION 1 OFFICERS**

The second Board of Selectmen meeting subsequent to the May Town Election shall be an organizational meeting. The Board shall nominate a Chair, a Vice Chair, and a Clerk. The election of officers may take place at that meeting, but no later than the next regular meeting. Election of officers shall be by simple majority of the board.

### **SECTION 2 ROLE OF OFFICERS**

#### **A.) The Chair of the Board**

The Chair of the Board of Selectmen shall preside at the meetings of the Board. In the absence of the Chair, the Vice Chair shall preside; and in the absence of both, the Clerk shall preside. The Chair shall also assemble, with input from his/her fellow members, an agenda for each meeting. From time to time the Chair, at the request of the Board, may be called upon to act in behalf of the Board in person or in writing.

#### **B.) The Vice Chair of the Board**

In the event that the Chair of the Board can no longer serve, the Vice Chair shall assume the powers and duties of the Chair for the remainder of the term. If a vacancy occurs in the office of Vice Chair, the Board shall elect a new Vice Chair from its members before two regular meetings have passed.

#### **C.) The Clerk of the Board**

The Clerk of the Board shall read public hearing notices into the official record and act as the Chair in the absence of the Chair and the Vice Chair.

#### **D.) Interview and Appointment Committee of the Board**

The Board shall nominate and vote to appoint two members of the Board to serve as the Interview and Appointment Committee of the Board.

No office of the Board shall remain vacant for more than two regular meetings.

### **SECTION 3 DUTIES OF THE PRESIDING OFFICER**

At the hour at which the Board is to meet, the Chair shall call the members and all in attendance to order.