

SELECTMEN'S MEETING AGENDA*

Griffin Room, Town Hall
Executive Session 5:45 P.M.
Regular Meeting 6:30 P.M.
Monday, June 27, 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 – Finance Director/Town Accountant & Police Chief

III. **PLEDGE OF ALLEGIANCE**

IV. **WEEKLY BRIEFING**

V. **PUBLIC COMMENT/ANNOUNCEMENTS**

VI. **CONSENT AGENDA**

- A. Accept the resignation of Robert Sarantis from the Conservation Commission and as the Commission's representative to the Trails Committee effective immediately
- B. Approve recommendation for Committee Appointments by Interview/Nominations Subcommittee

<u>Appointee:</u>	<u>Committee:</u>	<u>Expiration:</u>
Linda Cebula	Planning Board (Full Member)	June 30, 2019
Mary Maslowski	Historical/Historic District Comm (Alternate Member)	June 30, 2017
	Planning Board (Alternate Member)	June 30, 2018
Paul Doane	Cemetery Commission	June 30, 2019
Rob Mador	Conservation Commission	June 30, 2019
Larry Brophy	Planning Board (Full Member)	June 30, 2019
- C. Approve the recommendation of the Town Administrator to issue Dog Order following a hearing held on June 8, 2016
- D. Approve and sign contract with Mass Department of Fish and Game regarding boating access
- E. Approve and sign contract with Ballard Truck for 2017 Mack Road Tractor in the amount of \$138,750

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

VIII. **OLD BUSINESS**

- A. Acknowledge receipt of Performance Evaluation for Finance Director/Town Accountant and approve compensation increase – *discussion and possible vote*

IX. **NEW BUSINESS**

- A. Acknowledge receipt of Performance Evaluation for Chief of Police and approve compensation increase – *discussion and possible vote*
- B. Request of Friends of the South Harwich Meetinghouse to extend License Agreement to June 30, 2017 – *discussion and possible vote*
- C. Coastal Engineering contract for Wastewater Maintenance Services with MRSD – *discussion and possible vote*
- D. Town Planner job description – *discussion and possible vote*

X. **TOWN ADMINISTRATOR'S REPORT**

- A. Town Counsel information regarding administrative services provided by Barnstable County to Cape Light Compact

XI. **SELECTMEN'S REPORT**

- A. Board of Selectmen FY17 Goals and Objectives
- B. Action Item Register
- C. Upcoming retirements of employees

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: June 23, 2016



June 16, 2016

Office of Selectmen, Harwich, Ma.

This is to notify you that Robert Sarantis is resigning from the Conservation Committee and also as the liaison to the Trails Committee. This will be effective on this date.

Because of personal issues I will no longer be able to support the Commissions activities.

I would like to thank Conservation Commissioner Amy Usowski, the Commission and the rest of the personnel at Town Hall for their support during my tenure on the Commission. I believe the work is important to the future of the town and know it will be professionally carried out. With Ms. Usowski's competent leadership the Commission is able to make educated decisions to ensure decisions are fair and can be legally justified.

Thank You

Robert Sarantis





MEMO

TO: Board of Selectmen

FROM: Angelo La Mantia, Jannell Brown
Selectmen's Interview/Nominations Subcommittee

RE: Recommendation for Appointments

DATE: June 27, 2016

Following posted interviews held on Wednesday, June 15, 2016, the Selectmen's Interview and Nominations Sub-committee requests that the Board make the following appointments:

<u>Appointee:</u>	<u>Committee:</u>	<u>Expiration:</u>
Linda Cebula	Planning Board (Full Member)	June 30, 2019
Mary Maslowski	Historical/Historic District Committee (Alternate Member)	June 30, 2017
	Planning Board (Alternate Member)	June 30, 2018
Paul Doane	Cemetery Commission	June 30, 2019
Rob Mador	Conservation Commission	June 30, 2019
Larry Brophy	Planning Board (Full Member)	June 30, 2019

INTERVIEWS – Wednesday, June 15, 2016 – 3:30 PM

A. Approve Minutes – June 3, 2016 Interviews

<u>Time</u>	<u>Applicant:</u>	<u>Vacancy</u>	<u>Comment</u>
3:30 PM	Linda Cebula	By-Law/Charter Review 1 vacancy (2017) Planning Board 2 vacancies (3-yr terms) Housing Committee 1 vacancy (2017) Wastewater (no vacancies)	
3:45 PM	Mary Maslowski	Historical/Historic District 2 vacancies (alternates – 2017) Planning Board 2 vacancies (3-yr terms)	
4:00 PM	Paul Doane	Cemetery Commission 1 vacancy (3-year term)	
4:15 PM	Rob Mador	Conservation Commission 1 vacancy (3-year term)	
4:30 PM	Larry Brophy	Planning Board – Alternate to Full Member (3 year term)	

Joseph Powers - Historical/Historic District - By-Law/Charter Review

He was not available to meet in the afternoon this time

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: Dog Hearing held on June 8, 2016
Town Administrator Recommendation

DATE: June 27, 2016

After hearing all testimony at the Dog Hearing held on June 8, 2016 regarding a dog named "Happy" owned by Bethany Valine of 1396 Halls Path One, and in conjunction with Animal Control Officer Jack Burns, I make the following recommendation for the Board of Selectmen to issue a Dog Order as follows:

- 1. That Happy be declared a "nuisance" due to her troublesome nature toward the neighbors and other dogs**
- 2. Happy must be secured on a leash and in the company of a responsible person when she is not in the fenced in back yard**
- 3. When the Happy is in the fenced in back yard, she must be secured on a runner system with a harness**

CC: Jack Burns, Animal Control Officer

MINUTES
Dog Hearing
Town Hall Library
Wednesday, June 8, 2016

The Dog Hearing was opened at 10:00 a.m. by Town Administrator Christopher Clark.

THOSE PRESENT: Town Administrator Christopher Clark, Animal Control Officer Jack Burns, Bethany Valine, Jonathan Ambrose, Minnie McManus, Mark McManus, Adele Kohler, and Administrative Secretary Sandy Robinson

Mr. Clark began by explaining the statute and process in handling dog complaints. He swore in all those that were giving testimony regarding this matter. After explaining the hearing process to all parties, he handed out additional information that he received from Jack Burns the morning of the Hearing. This information included incidents that occurred previously and was not included in the original notice (attached)

Mr. Clark first called on Animal Control Officer Jack Burns to give testimony. Officer Burns stated that on May 12, 2016, he was called to 1461 Halls Path One for a report of a dog that had attacked the two dogs owned by Mark and Minnie McManus. The dog owned by Bethany Valine, a Jack Russell Terrier named "Happy", came off the property and attacked the McManus' dogs. Mr. Ambrose that was sitting Ms. Valine's children at the time ran out of the house and tried to break up the dogs. In the process, Mr. Ambrose was bitten. As a result, Happy was placed under a 10-day quarantine per MGL Ch. 120, §21. Officer Burns next met with Ms. Kohler who was walking in the area of Ms. Valine's house with her two dogs who were also attacked by Happy. Neither the McManus dogs nor the Kohler dogs were injured.

Jonathan Ambrose spoke next. He stated that he was not sure that he was bitten by Happy. He stuck his hand in the mix of dogs and was bitten as he intervened, but had no clear indication that it was Happy that bit him.

Mrs. McManus stated that she and Ms. Kohler were meeting to walk their dogs when the incident occurred. She added that Happy had attacked her dogs previously which Ms. Valine denied.

Mr. Clark asked if the dogs were on leash, as it is the law in Harwich. The Kohler dogs and the McManus dogs were walked on leash. He also asked about the Valine property. Bethany Valine's house sits on approximately one acre. The back is fenced in and there is an electric fence system in the front yard. Ms. Valine said that Happy was very smart and found ways to get under the fence in the back yard at times.

Mr. Ambrose explained that he was in the house watching Bethany Valine's children. It was the children that let Happy outside into the back yard that is fenced in. Happy managed to escape the back yard and was without the electric collar on, so he was able to bolt out of the yard when the McManus and Kohler dogs were going by.

Ms. Kohler added that Happy did not seem to be the same as he was before. The dog had become aggressive and grumpy. There were no incidents of dog bites, but it was scary and disturbing. She explained that Happy's temperament had changed. All the dogs in the neighborhood used to play together originally, but now they do not. She also stated that she witnessed Happy off the Valine property several times and that the dog escaped quite often. These incidents were not reported to the ACO. Officer Burns said that there were numerous complaints, but that none had been reported.

Mr. Clark asked if Bethany had taken Happy to the vet to be checked out after the incident. She stated that Happy was not injured. Ms. Valine stated that Happy was not a mean natured dog, but that she was just very "vocal", although admitted that the barking might appear to be angry and frighten someone. She currently has Happy in the back yard on a run. Ms. Valine. Her plan is to move the electric fence to the back yard along the fence so that when the dog tries to dig out under the fence the shock will stop her.

Jack Burns stated in his recommendation that he would call Happy a nuisance rather than a dangerous dog. Mr. Clark stated that Happy has caused a disruption in the neighborhood's harmony. People should be able to freely enjoy their neighborhood and be able to walk their dogs in peace. The neighbors should try to work things out together. Mr. Clark warned Ms. Valine not to take this lightly and that the matter would be re-visited if there is another incident. Officer Burns stated that if someone has a problem, they should call the Police Department. There are officers that are willing and able to answer and record a call for help.

Mr. Clark advised that this matter would be heard by the Board of Selectmen on Monday, June 27, 2016 at which time a *Dog Order* would be issued to Ms. Valine.

Submitted by:

Sandra Robinson
Administrative Secretary

Attachment

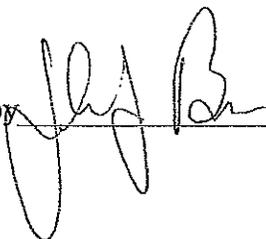
Dog bite and quarantine

On Thursday May 12, 2016 I was dispatched to 1461 Halls Path One for a report of a dog attacking the caller's dogs. I met with Ms. McManus who told me that she was walking her 2 Shetland Sheep dogs on Halls Path One in the area of 1396. Ms. Valine's dog, a female brown and white Jack Russell Terrier named "Happy", came off of the property and started to attack one of Ms. McManus' dogs this caused Ms. McManus to drop her other dog that she had picked up who in 3 months old. At that point Mr. Ambrose came out of the house and seperated the 2 dogs that were fighting. The puppy ran off and Mr. Ambrose tried to catch her. The puppy was found back at home. Ms. McManus' dogs were not injured.

I met with Mr. Ambrose who told me that as he tried to get "Happy" off of the other dog he was bit in the left hand by Ms. Valine's dog. Per MGL C.120, s,21 I placed "Happy" under a 10 day quarantine at home.

I next met with Ms. Kohler. She told me that she was walking in the area of Ms. Valine's house today with her 2 dogs and her dogs were also attacked by "Happy". Ms. Kohler's dogs were not injured.

Respectfully submitted by



#140



I believe that although not a dangerous dog that "Happy" is a nuisance to the neighborhood and to the quality of life of the residents.

I recommend that "Happy" always be on leash and with a responsible adult when outside anywhere other than the fenced in back yard. That whenever "Happy" is outside, in the fenced in back yard, that he be attached to a runner type system and wearing a harness.

TOWN OF HARWICH
LEGAL NOTICE
DOG HEARING
June 8, 2016
10:00 a.m.

The Town Administrator will hold a Public Hearing for a vicious dog pursuant to MGL C. 140, S. 157, on Wednesday, June 8, 2016 at 10:00 AM in the Town Hall Library at 732 Main Street, Harwich relative to a report of a dog bite by a dog owned by Bethany Valine of 1396 Halls Path One, Harwich. All interested parties are invited to attend.

Christopher Clark
Town Administrator

Cape Cod Chronicle
May 26, 2016

OFFICE OF THE SELECTMEN

PHONE (508) 430-7513
FAX (508) 432-5039

732 MAIN STREET, HARWICH, MA 02645



June 28, 2016

Ms. Bethany Valine
1396 Halls Path One
Harwich, MA 02645

Dear Ms. Valine:

At a public meeting of the Board of Selectmen held on June 27, 2016, the Board reviewed the matter of the Dog Hearing held by Town Administrator, Christopher Clark, on June 8, 2016.

Upon reviewing all testimony of the Hearing, along with the recommendations of the Animal Control Officer and the Town Administrator, the Selectmen voted to approve and adopt the following Dog Order:

The Jack Russell Terrier known as "Happy" owed by Bethany Valine of 1396 Hall's Path, Harwich, although not a dangerous dog, is a nuisance to the neighborhood and to the quality of life of the residents.

Happy must always be on leash and with a responsible adult when outside anywhere other than the fenced in back yard. Whenever Happy is outside in the fenced in back yard, he must be attached to a runner type system with a harness.

Thank you for your attention to this matter.

Sincerely,

Michael D. MacAskill, Chair

Peter S. Hughes, Vice-Chair

Julie E. Kavanagh, Clerk

Angelo S. LaMantia

Jannell M. Brown

CC: Officer Jack Burns, Animal Control Officer
Mr. & Mrs. McManus
Ms. Kohler

Commonwealth of Massachusetts
Department of Fish and Game

OFFICE OF FISHING AND BOATING ACCESS

1 Rabbit Hill Road, Westborough, MA 01581

Tel. (508)389-7810

Fax. (508)389-7890

John P. Sheppard, Director

**Town of Harwich
Allen Harbor Public Access Facility
Harwich, MA**

Project Description

The proposed work consists of the reconstruction of the existing timber bulkhead and concrete/armor stone seawall.

This agreement, made between the Commonwealth of Massachusetts, by the Department of Fish and Game, Office of Fishing and Boating Access for the said Commonwealth and the **Town of Harwich**, herein called the Contractor.

The Contractor agrees to furnish all equipment, machinery, tools and labor, to furnish and deliver all materials required to be furnished and delivered in and about the improvement, and to do and perform all work in the **Allen Harbor Public Access Facility at off Lower County Road** in strict conformity with the provisions herein contained **reconstruction of timber bulkhead and concrete/stone seawall and parking lot improvements**.

Reimbursement Amount

Shall not exceed \$78,000.00

Town Contract Justification

Under the provisions of the Land Management Agreement the Department shall undertake any necessary repairs, replacements, or reconstruction made necessary by the effects of weather or normal public usage.

The Town of Harwich conducted a competitive bid process in accordance with M.G.L. chapter 30, section 39M.

The Town of Harwich assumed all cost for design, engineering, permitting, procurement and construction oversight.

The total cost of these three projects is \$601,574.87. In accordance with the cost breakdown outlined in the October 13, 2013 Land Management Agreement (Exhibit "A" attached), the Department is responsible for 62% of the cost or \$372,976.42. The Department reimbursed the Town of Harwich \$140,000.00 on April 8, 2014, \$100,000.00 on May 4, 2015 and \$55,000.00 on June 15, 2016. The current balance owed is \$77,976.42.

The Commonwealth of Massachusetts
Department of Fish and Game
Office of Fishing and Boating Access

CONTRACT

Clause 1. This agreement, made this June 27, 2016, between the Commonwealth of Massachusetts, by the Department of Fish and Game, Office of Fishing and Boating Access for the said Commonwealth and the Town of Harwich, herein called the Contractor.

Clause 2. Witnesseth that the parties to this agreement each in consideration of the agreements of the part of the other herein contained do hereby agree, the Commonwealth of Massachusetts, for itself and said Contractor for itself and its successors and assigns as follows:

The Contractor agrees to furnish all equipment, machinery, tools and labor, to furnish and deliver all materials required to be furnished and delivered in and about the improvement, and to do and perform all work in the Allen Harbor Public Access Facility at Lower County Road in strict conformity with the provisions herein contained reconstruction of timber bulkhead concrete/stone seawall reconstruction and parking lot improvements.

Clause 3. In consideration of the foregoing premises, the Commonwealth agrees to pay the Contractor and the Contractor agrees to receive as full reimbursement for everything furnished and done by the Contractor under this Contract, including all work required for the items herein mentioned, and also for all loss or damage arising out of the nature of the work aforesaid, or from the actions of the elements, or from any Delay or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of work herein specified, and for well and faithfully completing the work, and the whole hereof, as herein provided, and reimbursement as in provided for the aforesaid specifications. Such reimbursement shall not exceed \$78,000.00.

In witness whereof, the said Contractor has caused these presents to be assigned in its name and behalf and its corporate seal to be hereto affixed by:

_____, Its Selectman
(Print Name)

There to duly authorized, and the said Commonwealth has executed these presents by its Office of Fishing and Boating Access on the year and day above written.

_____ Department of Fish and Game
George Peterson, Jr., Commissioner

_____ Office of Fishing and Boating Access (DF&G)
John P. Sheppard, Jr., Director

Town of Harwich
Contractor

By: _____ Selectman
Signature

Corporate Seal

_____ Selectman
Signature

_____ Selectman
Signature

_____ Selectman
Signature

_____ Selectman
Signature

Certificate of the Town Clerk:

I hereby certify that the individual(s) who execute this agreement currently hold office in the **Town of Harwich**.

_____ Town Clerk

the Governor or his designee, the Secretary of Administration and Finance, and the State Auditor his designee shall have the right to reasonable times and upon reasonable notice to examine the books, records and other compilations of data of the vendor which pertain to the performance of the provisions and requirements of this contract or agreement.



TOWN OF HARWICH

DEPARTMENT OF PUBLIC WORKS

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

Telephone (508) 430-7555

Fax (508) 430-7598

MEMORANDUM

TO: Board of Selectmen

FROM: Lincoln S. Hooper, Director 

DATE: June 20, 2016

RE: Recommendation for Purchase of Road Tractor from State Contract

Article 19 of the 2016 ATM provided \$150k for purchase of a new road tractor at the Disposal Area, which hauls the Town's municipal solid waste and construction & demolition debris. Last year we replaced one of the two 1998 Mack tractors at the Disposal Area and conducted road tests with loaded trailers to determine the best truck for the job. Unanimously Disposal Area staff, Vehicle Maintenance staff and I ranked the Mack CHU613 the best truck. Given that Mack trucks are available on State Contract VEH93, I pursued that option following the Contract User Guide (attached).

VEH93 allows contract users "the option of modifying the specifications and requesting quotes from a minimum of three of the awarded vendors from the manufacturers listed on the contract." I followed this procurement procedure and obtained three quotes from approved vendors, which I have attached for your review. I would like to recommend that Board award a contract to Ballard Truck in the amount of \$138,750 for the purchase of a new 2017 Mack CHU613 Road Tractor as specified and sign the attached New Vehicle Buyer's Order.

Attachments: Contract Agreement
Prudent Procurement Quote Summary
Road Tractor Compliance Summary
State Contract VEH93 Contract Users Guide



TOWN OF HARWICH

DEPARTMENT OF PUBLIC WORKS

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

Telephone (508) 430-7555

Fax (508) 430-7598

CONTRACT AGREEMENT FOR ONE NEW 2017 MACK CHU613 ROAD TRACTOR

This Contract Agreement is made this 27th day of June, 2016, between the Town of Harwich (hereinafter referred to as "OWNER") and Ballard Truck & Equipment of Avon, MA (hereinafter referred to as "CONTRACTOR").

The Contractor shall supply the product or services as specified in State Contract VEH93, as modified, and issued by the Town of Harwich DPW for the total delivered price of ONE HUNDRED THIRTY-EIGHT THOUSAND, SEVEN HUNDRED FIFTY and 00/100 (\$138,750.00) Dollars.

The undersigned certifies under penalties of perjury that the proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed on the day and year first written.

Ballard Truck & Equipment
CONTRACTOR

Town of Harwich
OWNER

(signature)

(print name)

(date)

Board of Selectmen

HEAVY DUTY ROAD TRACTOR - DISPOSAL AREA

TOWN OF HARWICH DPW 273 QUEEN ANNE ROAD - P.O. BOX 1543 HARWICH, MA 02645		<u>PRUDENT PROCUREMENT</u>		
DEPARTMENT: <u>DIV. OF HIGHWAYS & MAINTENANCE</u>		DATE: June 1, 2016		
	FIRM CONTACTED	TELEPHONE	ITEM(S) REQUESTED	QUOTE
NAME ADDRESS TOWN CONTACT email	Tri-State Truck Center 411 Hartford Turnpike Shrewsbury, MA 01545 Richard Coutu rcoutu@tristatetruckcenter.com	508-753-1200	HEAVY DUTY TRACTOR	\$133,411.00 with deviations
NAME ADDRESS TOWN CONTACT email	Minuteman Trucks 2181 Providence Highway Walpole, MA 02081 David Lee DLee@minutemantrucks.com	508-668-3112	HEAVY DUTY TRACTOR	No bid
NAME ADDRESS TOWN CONTACT email	McDevitt Trucks, Inc. 939 East Street Tewksbury, MA 01876 Rene Barrett rbarrett@thepetestore.com	800-370-7383	HEAVY DUTY TRACTOR	\$140,812.00 with deviations
NAME ADDRESS TOWN CONTACT email	Ballard Truck & Equipment One Mack Drive Avon, MA 02322 Rocky Loomis rloomis@ballardtrucks.com	508-559-0771	HEAVY DUTY TRACTOR	\$138,750.00
Quotes for Disposal Area Road Tractor				

ROAD TRACTOR COMPLIANCE SUMMARY

SPECIFICATIONS	TRI-STATE TRUCK		McDEVITT TRUCK		BALLARD TRUCK	
	2017 FREIGHTLINER SD		2017 PETERBILT 567		2017 MACK CHU613	
	Comply	No	Comply	No	Comply	No
Engine/Transmission/Clutch		X	X		X	
Exhaust/Emissions	X		X		X	
Engine Equipment	X		X		X	
Transmission Equipment/Drivelines	X		X		X	
Cab (A-G)	X		X		X	
Cab (H-R)	X		X		X	
Cab (S-Z)	X			X	X	
Frame Equipment/Fuel Tanks	X		X		X	
Front Axle/Equipment/Tires	X		X		X	
Rear Axle/Equipment/Tires/Ratios		X		X	X	
Frame/Wheelbase/Platform		X	X		X	
Air/Brake	X		X		X	
Trailer Connections	X		X		X	
Electrical	X		X		X	
Paint/Vinyl Striping	X		X		X	
PTO/Specialty/Additional Equipment	X		X		X	
Locally Installed Upfitted Equipment	X		X		X	
Remote Engine/Emission Monitoring (2 years)		X	X		X	
TOTALS	14	4	16	2	18	0

BIDDER INFO	MINUTEMAN TRUCK	McDEVITT TRUCK	BALLARD TRUCK
Dealer Facility Location	Shrewsbury, MA	Tewksbury, MA	Avon, MA
Service Facility Location	Shrewsbury, MA	Tewksbury, MA	Sagamore Beach, MA
Hours of Operation	Mon - Fri: 7AM-6PM, Sat: 8AM-Noon	Mon - Fri: 7AM-7PM, Sat: 7AM-3:30PM	Mon- Fri: 7AM-Midnight, Sat: 8AM-Noon
Price Quoted	\$133,411.00	\$140,812.00	\$138,750.00

VEH93 Purchasing Options

 Contract users have two options when purchasing off VEH93. Purchase truck or loaders as specified at the pre-negotiated price or if the truck/loader as specified does not meet your needs, establish revised specifications, establish best value criteria, issue a request for quote to a minimum of three vendors on contract and make award based on criteria.

While a user may choose to make an award based solely on cost, we recommend a best value approach. Using a best value approach, users would develop additional criteria, in addition to cost on which to base their award.

Some examples of Best Value Criteria:

 Compliance with Specifications

Repair/Parts Compatibility

Fleet Compatibility

Operator ease of use transition

 Dealer Location

 Dealer Hours of Operation

Delivery Lead Time

 Cost

 Once revised specifications have been established and award criteria determined, user must request a quote from a minimum of three vendors on the contract. We recommend e-mailing these requests to the vendor contact listed and referencing VEH93 with attached specifications with a specific date and time for return of the quote.

Review quotes based on award criteria and make award. User should notify winning vendors.

User should provide bid tabulation sheets if requested from losing vendors.

How to Use the Heavy Duty Vehicle Statewide Contract



Contract #: VEH93

Contract Duration: 03/18/2015 to 03/17/2017

MMARS #: VEH93* - Options to renew: (1) 24 month options

Contract Manager: Lalana Gunaratne - 617-720-33315- Lalana.M.Gunaratne@State.MA.US

This contract contains **SDO Certified Prime Vendors, Supplier Diversity Program and Prompt Pay Discount**

Last change date: 06/10/2015

Contract Summary

This statewide contract provides for the sale and service of heavy duty vehicles. Currently the contract contains five vendors offering four different manufacturers dump trucks: Freightliner, International, Mack and Peterbilt and five vendors offering five different manufacturers of front end wheel loaders: Case, Catapillar, John Deere, Komatsu and Volvo.

Benefits and Cost Savings

The statewide contract provides pricing for the following:

- Fixed pricing for Freightliner, International, Mack and Peterbilt dump trucks (as specified) for the first year of the contract.
- Fixed pricing for Case, Catapillar, John Deere, Komatsu and Volvo wheel loaders (as specified) for the first year of the contract.
- Fixed hourly rate for repair services for the initial term of the contract.
- Fixed discount for parts for the initial term of the contract.
- Vendors who offer roadside/emergency repair services.
- Vendors who offer repair services during snow emergencies.

Who Can Use This Contract?

Applicable Procurement Law: MGL c. 7, § 22; c. 30, § 51, § 52; 801 CMR 21.00

Eligible Entities:

- Cities, towns, districts, counties and other political subdivisions
- Executive, Legislative and Judicial Branches, including all Departments and elected offices therein;
- Independent public authorities, commissions and quasi-public agencies
- Local public libraries, public school districts and charter schools;
- Public Hospitals, owned by the Commonwealth;

- Public institutions of high education
- Public purchasing cooperatives;
- Non-profit, UFR-certified organizations that are doing business with the Commonwealth;
- Other states and territories with no prior approval by the State Purchasing Agent required; and
- Other entities when designated in writing by the State Purchasing Agent.

Pricing and Purchase Options

Purchase Options: Purchases made through this contract will be direct, outright purchases.

How to use the contract:

The intent of this contract is to provide contract users with the ability to purchase a standard base dump truck or loader as specified at the listed price or allow contract users to modify the base specifications and request quotes from the awarded dealers for dump trucks (GVWR over 26,001) or front end wheel loaders.

 Contract users have the option of purchasing the dump truck or front end loader as specified at the price listed or modifying the base specifications and requesting quotes from a minimum of three of the awarded vendors for the manufacturers listed on the contract. Vendors are only authorized to sell or provide quotes for the manufacturer of their approved base model.

This contract does not include the purchase of specialized equipment such as a zamboni, Elgin street sweepers or fire engines.

In addition, if a contract user is interested in purchasing one of the dump trucks which has a pre-negotiated fixed price but is offered by multiple dealers, we encourage you to request best pricing. This may result in lower pricing.

For alternative or additional after-market equipment/components which total more than \$5,000, contract users must seek a minimum of three quotes from awarded vendors.

This contract does not allow for the purchase of after- market equipment/components for *existing* vehicles.

In addition to vehicles for sale, this contract has pre-negotiated pricing for repair and parts discount.

Prior to new vehicle acceptance, contract users are strongly encouraged to inspect the vehicle to ensure all items are in accordance with the specifications.

Additional Information

Vendor List and Contact information

Contractor Information-Heavy Duty Trucks



Ballard Mack Sales and Service, Inc., 1 Mack Drive, Avon, MA 02332

Truck: 2016 Mack GU712 as specified.

Contract Manager: Brian Buckley

E-mail: bbuckley@ballardtrucks.com

Phone: (508) 559-0771 Fax number: (508) 584-5587

Prompt Pay Discount: .25%-10 days



Minuteman Trucks Inc., 2181 Providence Highway, Walpole, MA 02081

Truck: 2016 International 7400 SFA as specified.

Contract Manager: Marty Castrechini

E-mail: mcastrechini@minutemantrucks.com

Phone: (508)668-3112 x.357 Fax number: (508)668-8466

Prompt Pay Discount: 1.5%-10 days, 1.0%-15 days, .5%-20 days



McDevitt Trucks, Inc., 939 East Tewksbury, MA 01876

Truck: 2016 Peterbilt Model 348 as specified.

Contract Manager: Joe McQuaid

E-mail: jmcquaid@mctrucks.com

Phone: (978)851-9902 Fax number: (978)858-3705

Prompt Pay Discount: .25%-10 days



Tri State Truck Center, Inc., 411 Hartford Turnpike, Shrewsbury, MA 01545

Truck: 2016 Freightliner 108SD as specified.

Contract Manager: Chris Marsh

E-mail: cmarsh@tristatetruckcenter.com

Phone: (508)753-1200 ext.251 Fax number: (508)363-2643

Prompt Pay Discount: .25%-10 day



Taylor & Lloyd, Inc., 8 Railroad Ave., Bedford, MA 01730

Truck: 2016 International 7400 SFA as specified

Contract Manager: Jim Tsotsi

E-mail: jimtsotsi@taylorandlloyd.com

Phone: (781)275-9290 Fax number: (781)275-8404

Prompt Pay Discount: .25%-10 days, .0005%-15 days, .00025%-20 day

Contractor Information-Front End Wheel Loaders

Case of New England, 800A Hartford Tpke., Shrewsbury, MA 01545

Loader: 2015 Case Model 621F Wheel Loader as specified.

Contract Manager: Michael Rice

E-mail: Michael.rice@sunbeltrentals.com

Phone: (508) 845-4343 Fax number: (508) 845-6418

Prompt Pay Discount: 1%-15days

CN Wood Co. Inc., 200 Merrimac Street, Woburn, MA 01801

Loader: 2015 Komatsu WA270-7 Wheel Loader as specified.

Contract Manager: Tom Fiore

E-mail: tfiore@cn-wood.com

Phone: (781)935-1919 Fax number: (617)937-9809

Prompt Pay Discount: 1.0%-10days, .75%-15days, .50%-20days, .25%-30day

Milton CAT, 100 Quarry Drive, Milford, MA 01758

Loader: 2015 CAT 930M Wheel Loader as specified

Contract Manager: Tom Benedetti Jr.

E-mail: tom_benedetti @miltoncat.com

Phone: (774)258-1636 Fax number: (508)590-7997

Prompt Pay Discount: 1%-30days

Schmidt Equipment, Inc., 80 Southbridge Rd., North Oxford, MA 01537

Loader: 2015 John Deere 544K Wheel Loader as specified.

Contract Manager: Don Masley

E-mail: Masley@schmidtequipment.com

Phone: (800)922-8295 Fax number: (508)987-3578



Prompt Pay Discount: 1%-10days

Woodco Machinery, Inc., 22 North Maple Street, Woburn, MA 01801

Loader: 2015 Volvo L70G Wheel Loader as specified.

Contract Manager: Gerry Tessier

E-mail: gtessier@woodcomachinery.com

Phone: (781)935-3377 x.552 Fax number: (781)935-1563

Prompt Pay Discount: 1.0%-10days, .75%-15days, .50%-20days, .25%-30days

Summary of Where to Obtain Important Contract Information in COMMBUYS

This contract has been set up as a line item catalog in COMMBUYS.

There are 10 vendors on this contract and each vendor has been assigned a unique Master Blanket Purchase Order and each vendor has multiple catalog lines.

<u>PO-14-1080-1080C-1080L-00000000162</u>	C.N. Wood Co., Inc.
<u>PO-14-1080-1080C-1080L-00000000166</u>	McDevitt Trucks, Inc.
<u>PO-14-1080-1080C-1080L-00000000169</u>	Minuteman Trucks Inc.
<u>PO-14-1080-1080C-1080L-00000000177</u>	Schmidt Equipment, Inc.
<u>PO-14-1080-1080C-1080L-00000000181</u>	Southworth Milton, Inc
<u>PO-14-1080-1080C-1080L-00000000186</u>	Taylor & Lloyd
<u>PO-14-1080-1080C-1080L-00000000183</u>	Sunbelt Rentals, Inc. dba Case of New England
<u>PO-14-1080-1080C-1080L-00000000188</u>	Tri State Truck Center, Inc.
<u>PO-14-1080-1080C-1080L-00000000189</u>	Woodco Machinery Inc
<u>PO-14-1080-OSD01-OSD10-00000000002</u>	Ballard Mack Sales and Service, Inc

How to place an order

The ordering process is as follows:

- Initiate a new requisition
- Search for an item (VEH93) in the description
- Select the vendor you will be placing an order with
- Select the appropriate catalog line
- For zero line items enter the total price
- Submit for approval

Where to find complete VEH93 contract information on COMMBUYS

If full statewide contracts details are required please refer to VEH93 files listed under

Link: [C144032-vCurrent](#)

This link provides the entire detailed information as it relates to the statewide contract RFR, award information and specification.

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

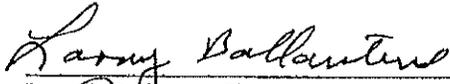
This agreement embodies the whole Agreement between the Board and Andrew Gould and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. The Laws of the Commonwealth of Massachusetts will govern the Agreement.

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.

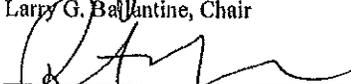
Approved this 2nd day of March, 2015 by -

Board of Selectmen:

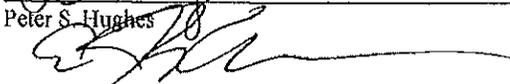
Andrew Gould, Finance Director/Town Accountant



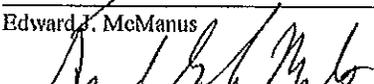
Larry G. Ballantine, Chair



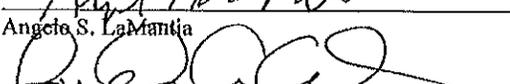
Peter S. Hughes



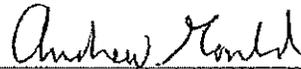
Edward J. McManus



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: David Guillemette, Police Chief

Re: Performance Evaluation for FY 16

Date: June 20, 2016

Pursuant to the Employment Agreement between David Guillemette, Police Chief and the Town of Harwich Section 15 entitled "Performance Evaluation," I completed said form and recommend the contractual increase effective for July 20, 2016 based upon a score of 84 whereas a minimum score of 65 is necessary to achieve a "Meets Expectation." The evaluation was completed on Friday, June 10, 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 Dave is an asset to the community and is doing very good work in the performance of his duties.

Employment Agreement
Between
Chief of Police David J. Guillemette
And
The Town of Harwich, Massachusetts

This Agreement is made and entered into on this 15th day of June, 2015 by and between the Town of Harwich ("Town") a municipal corporation, acting through its Board of Selectmen (the "Board"), and David J. Guillemette the Chief of Police (the "Chief"), both of whom agree to and understand the following:

WHEREAS, the Town desires to employ the services of David J. Guillemette as its Chief of Police; and

WHEREAS, the Board has appointed David J. Guillemette to be its Chief of Police under M.G.L. c.41, §97A effective July 20, 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 Chief of Police as the same may change from time to time, including, but not limited to M.G.L. c.41, §97A and 108 O, (the "Laws"); 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 Laws as well as other legal permissible and proper duties and functions as the Town acting through its Board shall from time to time assign.

The daily operational control of the Police Department for the Town shall be the responsibility of the Chief. The Chief shall have all the authority and powers granted to a Chief of Police under the provisions of M.G.L. c.41, §97A.

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

- A. Supervision of the daily operations of the Police Department.
- B. Supervision of all department personnel.
- C. Preparation and submission of the Police 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 Police Department.
- E. Responsibility for all departmental expenditures, as well as the receipt of funds and property in the custody of the Police Department.
- F. Supervision and control of all equipment and motor vehicles belonging to or used by the Police Department.
- G. Establishment of weapon, ammunition, uniform, equipment requirements and recommending vehicle specifications for the Police Department.
- H. Supervision of all special, auxiliary and/or reserve police officers.
- I. Supervision and control of all training programs for department personnel and the assignment of personnel to such programs.
- J. Discipline of department personnel; issue of orders, rules, regulations, policies and procedures, and the assignment of shifts and the duties of all department personnel.
- K. Availability to appear for hearings before any appointed or elected Board of the town at which the Police Department is required to appear and before Town Meetings when necessary.
- L. Being responsible for communicating with the public, including the media, on matters relating to crime, police operations and the department policy.
- M. Command of all police officers.
- N. Service as chief law enforcement officer of the Town.
- O. Related work as required and appropriate for the position of Chief of Police.
- P. Development and supervision of special programs.
- Q. Development and administration of Police Department policies and procedures.

Section 2 - Term

The Town has appointed the Chief for a term of three (3) years, from July 20, 2015 through June 30, 2018. The Chief shall be eligible for reappointment at the end of the second year of his current contract by a majority vote of the Board of Selectmen extending the contract by three years. The Board will notify the Chief at least one (1) year prior to the expiration of the contract of its intent to renew or not renew the contract. If the Board fails to notify the Chief as provided herein, all terms, conditions and provisions of this agreement shall remain in force and effect until a new contract has been executed. If the Board notifies the Chief of its intent to renew, the parties will negotiate the terms of the renewal. If the terms are not agreed prior to the termination of the contract, the contract will be extended until a new contract has been executed. A new one (1) year notice period is established under the three-year extension of the contract.

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 or not seek reappointment on the expiration of this Agreement, the Chief will provide the Town with ninety (90) days notice unless the parties otherwise agree.

Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Town to terminate the services of the Chief subject to just cause and hearing provisions of the law and subject to the provisions on termination contained in this Agreement. In the event the Chief is not reappointed or in the event the Chief resigns following a formal suggestion by the Town 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 equal to the balance of any term of appointment but in no event less than twelve (12) months' salary and benefits.

Section 3 - Suspension and Termination

The Town may suspend or terminate the services of the Chief for just cause to include malfeasance, misfeasance or nonfeasance in office or violations of the terms or conditions of this Agreement to include its residency requirement. The Board will provide the Chief with written notice of its intent to suspend or terminate his employment and the reasons therefore, fifteen (15) working days in advance of taking such action. Within those fifteen (15) days the

Chief may request a full evidentiary hearing at which he may be represented by counsel at his own expense and may present witnesses and evidence on his own behalf. Such hearing will be conducted within fifteen (15) days of the Chief's request. In the event no request is submitted the Board's action will be final fifteen (15) days after the delivery of the notice of intent. If a hearing is requested and held, the Board will have seven (7) days to render its final decision.

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.

If the Chief of Police is permanently disabled, or is otherwise unable to perform his duties because of sickness, accident, injury, mental capacity or ill health, due to causes not sustained in the performance of his duties and not covered under said M.G.L. c.41, §100 or 111F, for a period of thirty (30) successive days beyond any accrued vacation and sick leave time as provided for in Section 7, the Town shall have the option to terminate this Agreement, without any prejudice to the Chief's rights to disability benefits through the Barnstable County Retirement System. 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 Chief at the annual rate of \$ 120,000 commencing July 20, 2015. Subsequent increases subject to the Chief receiving a satisfactory performance review by the Town Administrator annually. See section 15 below. Any such increases are subject to Town Meeting appropriation. The town agrees that it shall not, at any time during the term of this contract reduce the salary, compensation or 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 parties agree that the salary stated above is an annual salary that includes any career incentive pay envisioned by M.G.L. c.41, §108L and any chief's holiday pay envisioned by M.G.L. c.41, §108L and any Chief's holiday pay envisioned by M.G.L. c.147, §17F. The chief

is an exempt employee under the Fair Labor Standards Act and is not entitled to any overtime pay.

The Town agrees to reimburse the Chief not to exceed \$800 each fiscal year commencing July 20, 2015 for allowed clothing, uniform, and equipment expenses related to the performance of his official duties. The Town agrees to provide the Chief with a one-time new employee uniform materials consistent with Patrol or Superior Officers' Contract whichever is greater. Furthermore, the Chief shall receive the sum of \$300 as a cleaning allowance to be paid during the fiscal year.

Section 6 - Hours of Work

The Chief shall be required to devote the amount of time necessary to effectively, professionally, and diligently discharge the duties of the position, and manage the affairs of the Town of Harwich Police Department, and the employees under his supervision. The Chief's work week shall ordinarily consist of a five day week, Monday through Friday, 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.

The Chief is to be available to the Town at all times of the day through the entire year, except during periods of illness or other leave, and shall provide the Town and the Police Department with efficient means of communication and contact when he is either off duty, or out-of-town for any and all reasons.

The Chief of Police shall not be granted any compensatory time for hours worked, except as permitted under section 10.

Section 7 - Leave Policy

The Chief will be entitled to five (5) weeks of paid vacation per year for each year of the contract. Up to two (2) weeks vacation may be carried over to subsequent years. Vacation will be scheduled and approved by the Board as much in advance as possible. On termination of service with the Town, except, if such termination is for just cause, the Chief will be entitled to receive payment at his current wage scale for any unused vacation time.

The Chief will accrue one and one quarter (1¼) days of sick leave per month. With prior approval, 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 may accrue up to a maximum of 160 days of sick leave. On termination of employment for other than just cause, the Chief is entitled to sell back up to 25% of his accrued sick leave at his then current salary.

The Chief will be entitled to three days of absence from duty without loss of pay for personal business per fiscal year.

Section 8 - Disability, Health, and Life Insurance

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.

Section 9 - Retirement Benefits

The Chief shall be eligible to participate in the Barnstable County Retirement System.

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
Martin Luther King, Jr. Day
President's Day
Patriot's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

If the Chief works one of these days, he shall be entitled to a compensation day in lieu of additional pay.

Section 11 - Outside Employment

The Chief of Police must receive prior written approval from the Town Administrator to undertake any outside employment. The Chief may not perform any police function for any other employer, public or private.

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 Police 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. Such training shall include but not be limited to FBI National Academy Association and/or International Chiefs of Police Association.

Section 13 - Dues and Subscriptions

The Town agrees to budget and to pay for all the professional dues 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 Board 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 Chiefs of Police Association, and the Massachusetts Chiefs of Police Association.

Section 14 - Indemnification

The Town shall defend, save harmless and indemnify the 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 the Chief of Police's duties. The Town will comprise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. Willful torts and criminal acts are excluded from this indemnification. This section shall survive any termination of this Agreement.

Section 15 - Performance Evaluation

Annually, for the ensuing year, in the month of October, the Town Administrator in conjunction with the Chief shall define specific goals and performance objectives which both parties determine necessary for the proper operation and welfare of the Town and in the attainment of the policy objectives of the Board and Town Administrator. The Town Administrator and the Chief shall further establish a relative priority among those various goals and objectives, said goals and objectives shall be reduced to writing.

The Town Administrator shall review and evaluate the performance of the Chief of Police 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 the annual goals and objectives as described above in this section; (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, Town Administrator as well as other governmental officials, departments, boards, and committees. Such review and evaluation of performance of the Chief shall be done in conformity with the specific performance goals, objectives and criteria established by the above method. The Town shall provide the Chief of Police with a written evaluation report after each formal review and evaluation, and shall provide the Chief of Police with an opportunity to discuss his review and evaluation with the Town Administrator in a workshop session.

Section 16 - Use of Town Vehicle

The Town will provide the Chief with an unmarked police vehicle for his official use. The Town will be responsible for all costs associated with such vehicle. Said vehicle is to be used by the Chief in connection with the performance of his duties as chief and for his professional growth and development. Recognizing that this public safety position and the Chief is on call 24 hours a day seven days a week, personal use of the vehicle, is allowed within 100 miles Harwich. Primary use of the vehicle will be for work-related purposes.

Section 17 - Residency

It is acknowledged by both parties that the Chief resides within fifteen (15) miles of the limits of the town of Harwich in compliance with Massachusetts General Law Chapter 41 section 99 A. It is further agreed to that the Chief will develop a plan and the parties will establish a mutual timeline for the Chief to maintain a permanent residence in the Town of Harwich prior to the third year of this agreement, unless further extension is granted by the Board.

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: Town Administrator
Harwich Town Hall
732 Main Street
Harwich, MA 02645

Chief of Police: David J. Guillemette
Chief of Police
Harwich Police Department
183 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 all parties. This Agreement may be modified or amended at any time by written mutual agreement of the parties.

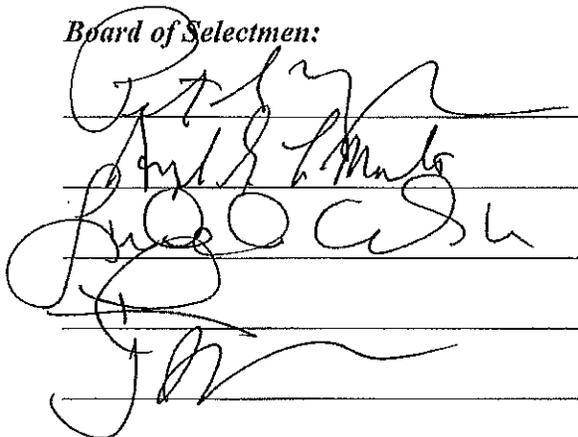
Section 21 - Entire Agreement

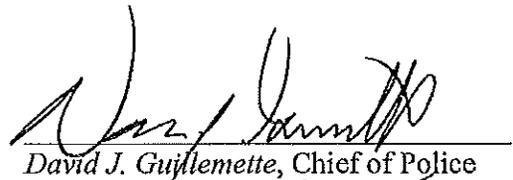
This agreement embodies the whole Agreement between the Board, the Town Administrator and David J. Guillemette and there are no inducements, promises, terms, conditions or obligations made or entered into by any party other than those contained herein. The Agreement will be governed by the Laws of the Commonwealth of Massachusetts.

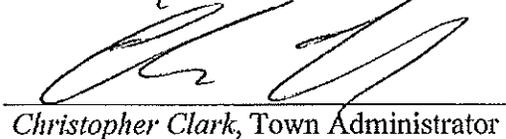
IN WITNESS WHEREOF, the Town of Harwich, MA has caused this Agreement to be signed and executed on its behalf by its *Board of Selectmen, Town Administrator* and *David J. Guillemette* has signed and executed this Agreement, both in duplicate, the day and year first above written.

Approved this 15th day of June, 2015 by:

Board of Selectmen:


Four handwritten signatures are written over four horizontal lines. The signatures are cursive and vary in style, representing the members of the Board of Selectmen.


A handwritten signature in cursive is written over a horizontal line. Below the line, the text "David J. Guillemette, Chief of Police" is printed.


A handwritten signature in cursive is written over a horizontal line. Below the line, the text "Christopher Clark, Town Administrator" is printed.

Friends of the South Harwich Meetinghouse, Inc.
P.O. Box 786
Harwich, MA 02645
(508)364-5223



Michael MacAskill, Chair
Harwich Board of Selectmen
732 Main Street
Harwich, MA 02645

June 17, 2016

Dear Members of the Board,

We are writing to request an extension of our License Agreement, which is up for renewal on June 30, 2016. Our original agreement with the Town was for a 3 year renewable term. While this would be acceptable to us, at the discretion of the Board, we would also be in agreement with a one year extension of our current License Agreement, while we work to finish the historic restoration phase of the project, develop programming and get the building ready for a Grand Opening Celebration. Prior to the opening we would recommend working with the Board to establish an updated and more detailed Agreement, including a User Agreement for community use and the establishment of a Town of Harwich revolving account for user fee income. Enclosed, please find a copy of our original License Agreement for your convenience. Also, we would hope to soon place an historic preservation restriction on the Meetinghouse to protect it well into the future.

Thank you again for your most appreciated support as we look forward to returning the Meetinghouse to a condition worthy of its well deserved recognition on the State Register and the National Register of Historic Places. We have made tremendous progress over the past few months and are confident that we will be ready for opening in late 2016! Together, we are achieving an exciting and secure future for this historic Harwich treasure!

Sincerely,

Judith A. Ford, President

LICENSE AGREEMENT AMENDMENT
BETWEEN THE TOWN OF HARWICH AND
FRIENDS OF THE SOUTH HARWICH MEETINGHOUSE, INC.

The License Agreement Amendment (herein after "License") is executed this 27th day of June, 2016, by and between the inhabitants of the Town of Harwich, acting by and through its Board of Selectmen (hereinafter referred to as the "Town") and the Friends of the South Harwich Meetinghouse, Inc., a Massachusetts non-profit corporation having its principal address at 237 South Street, Harwich, MA 02645 (hereinafter "Licensee").

Amendment to Section I

The Amendment to Section of the original License Agreement amends paragraph three, extending the current Agreement, for one additional year, until June 30, 2017.

For the Town: Board of Selectmen

Town Hall
732 Main Street
Harwich, MA 02645

For the Licensee: President

Friends of the South Harwich
Meetinghouse, Inc.
P.O. Box 786
Harwich, MA 02645

HARWICH BOARD OF SELECTMEN

FRIENDS OF THE SOUTH HARWICH
MEETINGHOUSE, INC.

Michael D. MacAskill, Chairman

Judith A. Ford, President

Peter S. Hughes, Vice Chair

Marcy B. Ford, Clerk

Julie E. Kavanagh, Clerk

Angelo S. La Mantia

Jannell M. Brown

LICENSE AGREEMENT AMENDMENT
BETWEEN THE TOWN OF HARWICH AND
FRIENDS OF THE SOUTH HARWICH MEETINGHOUSE, INC.

The License Agreement Amendment (herein after "License") is executed this 30th day of June, 2015, by and between the inhabitants of the Town of Harwich, acting by and through its Board of Selectmen (hereinafter referred to as the "Town") and the Friends of the South Harwich Meetinghouse, Inc., a Massachusetts non-profit corporation having its principal address at 237 South Street, Harwich, MA 02645 (hereinafter "Licensee").

Amendment to Section I

The Amendment to Section of the original License Agreement amends paragraph three, extending the current Agreement from June 30, 2015, for one additional year, until June 30, 2016.

The Friends of the South Harwich Meetinghouse Inc., Agree to provide the Board of Selectmen with a construction update including an outline of the remaining work in estimated costs prior to September 30, 2015. It is anticipated that the licensee may seek application with the community preservation committee for additional funding. Further, the licensee will review and present an updated Use Agreement by March 30, 2016.

For the Town: Board of Selectmen

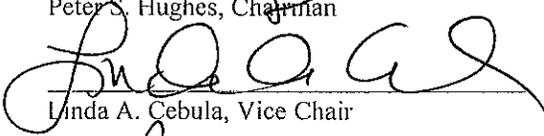
Town Hall
732 Main Street
Harwich, MA 02645

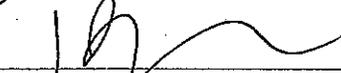
For the Licensee: President

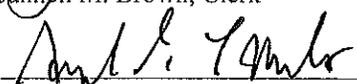
Friends of the South Harwich
Meetinghouse, Inc.
P.O. Box 786
Harwich, MA 02645

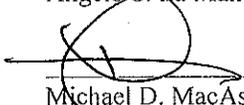
HARWICH BOARD OF SELECTMEN


Peter S. Hughes, Chairman

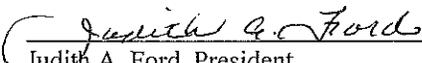

Linda A. Cebula, Vice Chair

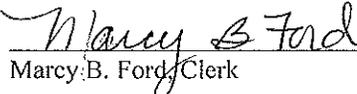

Jannell M. Brown, Clerk


Angelo S. La Mantia


Michael D. MacAskill

FRIENDS OF THE SOUTH HARWICH
MEETINGHOUSE, INC.


Judith A. Ford, President


Marcy B. Ford, Clerk

LICENSE AGREEMENT AMMENDMENT
BETWEEN THE TOWN OF HARWICH AND
FRIENDS OF THE SOUTH HARWICH MEETINGHOUSE, INC.

The License Agreement Amendment (hereinafter "License") is executed this 30th day of June, 2014, by and between the INHABITANTS OF THE TOWN OF HARWICH, acting by and through its Board of Selectmen (hereinafter referred to as the "Town") and FRIENDS OF THE SOUTH HARWICH MEETINGHOUSE, INC., a Massachusetts non-profit corporation having its principal address at 237 South Street, Harwich, MA 02645 (hereinafter "Licensee").

Amendment to Section I

The Amendment to Section I of the original license agreement amends paragraph three, extending the current agreement from June 30, 2014, for one additional year until June 30, 2015.

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

Licensee: President
Friends of the South Harwich Meetinghouse
Meetinghouse, Inc.
P.O. Box 786
Harwich, MA 02645

IN WITNESS WHEREOF, the parties hereto have caused the License Agreement to be executed as a sealed instrument and signed in duplicate by their duly authorized representatives on the date first indicated above.

TOWN OF HARWICH
By its Board of Selectmen

FRIENDS OF THE SOUTH HARWICH
MEETINGHOUSE, INC.

Larry G. Ballantine

Angelo S. La Mantia

Peter S. Hughes

Edward J. McManus

Linda A. Cebula

Judith A. Ford, President

Marcy B. Ford, Clerk

LICENSE AGREEMENT
BETWEEN THE TOWN OF HARWICH AND
FRIENDS OF THE SOUTH HARWICH MEETINGHOUSE, INC.

This LICENSE AGREEMENT (hereinafter " License") is executed this **7th day of November, 2013** by and between the INHABITANTS OF THE TOWN OF HARWICH, acting by and through its Board of Selectmen (hereinafter referred to as the "TOWN") and FREINDS OF THE SOUTH HARWICH MEETINGHOUSE, INC., a Massachusetts non-profit corporation having its principal address at 237 South Street, Harwich, MA 02645 (hereinafter "LICENSEE").

The TOWN is the owner of record of land shown on Town of Harwich Assessor's Map 34 as Parcel N3-1, located on 270 Chatham Road, Harwich, Barnstable County, Massachusetts, by an Order of Taking recorded in the Barnstable County Registry of Deeds in Book 16566, Page 196 (hereinafter "Premises"). Premises is shown on the attached sketch plan.

The TOWN hereby grants such entry and license to use the Premises to the LICENSEE, subject to the following terms and conditions:

I. USE, PURPOSE, TERM

Entry and use are limited to the so-called South Harwich Meetinghouse Hall (the "Meetinghouse") located on said Premises and containing 1,689.82 square feet, more or less, and such additional portions of the Premises as is necessary to carry out the Plan and Program as hereinafter defined.

Entry and use are specifically, but not exclusively, granted to the LICENSEE, its contractors, agents, representatives, employees, invitees, permittees and licensees, solely for the purposes of carrying out the restoration and preservation of the Meetinghouse, per the Commissioned Historic Structure Report dated May 7, 2004 (the "Report") and the operation of a cultural arts, education and community use program (the "Program") upon completion of the restoration process. **The Program description will be submitted by the Friends of the South Harwich Meetinghouse to the Board of Selectmen for discussion and approval prior to the public opening of the South Harwich Meetinghouse. Community use policies and financial policies** will be established jointly by the Board of Selectmen and Friends of the South Harwich Meetinghouse.

Such entry and use by the LICENSEE, its contractors, agents, representatives, employees, invitees, permittees and licensees, shall be exercised from the date of the execution of this license and shall continue until **June 30th, 2014**, unless sooner terminated in accordance with the provisions of Section X below. Such entry and use shall be further limited by the provisions of Section VIII. The LICENSEE expressly agrees to maintain the Meetinghouse as consistent with its use and purposes and to return the Meetinghouse in broom clean condition upon the termination of the rights granted hereunder. The License term may be extended by written agreement of the parties.

II. CONSIDERATION

The consideration for this License shall be \$1.00 and the payment of all costs and expenses associated with the exercise of the rights granted hereunder, together with the observation and performance by the LICENSEE of all the obligations and covenants set forth within the agreement to the reasonable satisfaction of the Town.

III. IMPROVEMENTS

- a. The LICENSEE may make structural or non-structural alteration to the Premises provided, however, that the LICENSEE shall first obtain the TOWN's prior written consent thereto. All such allowed alterations or additions shall be at LICENSEE's expense, and shall be done in compliance with the Commissioned Historic Structure Report dated May 7, 2004 and an approved plan of restoration and preservation (the "Plan"). LICENSEE shall not permit any mechanic's liens or similar liens to remain upon the Premises for labor and materials furnished to LICENSEE in connection with work of any character performed at the direction of the LICENSEE and shall cause any such lien to be released of record without cost to the Town.
- b. The LICENSEE shall procure all necessary permits before undertaking any work on the Premises, and shall cause all such work to be performed in a good and first-class workmanlike manner and in accordance with the requirement of insurers, employing new materials or prime quality and shall defend, hold harmless, exonerate and indemnify the TOWN from all injury, loss or damage to any person or property occasioned by such work. The LICENSEE agrees to employ responsible contractors for such work and shall require such contractors to carry policies of insurance as specified in Section IV. INSURANCE of this agreement.
- c. All structural alterations and additions made by LICENSEE shall become the exclusive property of the TOWN upon completion. All non-structural alterations and additional made by LICENSEE shall remain the exclusive property of the LICENSEE. The LICENSEE may, at any time, at its sole option, remove an such non-structural alterations of additions and restore the Premises to the same conditions as prior to such alteration or addition, reasonable wear and tear and damage by fire or other casualty only accepted.
- d. The LICENSEE shall meet with the Board of Selectmen, the Harwich Historic Commission and the Harwich Cemetery Commission no later than twelve (12) months from the date hereof, to report on the progress and implementation of the Plan and to provide an accounting of the funds raised to support the Plan.

IV. INSURANCE

The LICENSEE shall maintain the following insurance:

- Type of insurance: General Liability
- Coverage: bodily injury and property damage liability
- Limits: not less than \$1,000,000.00 per occurrence
- Town to be named as an additional insured

Prior to entering upon the Premises, and thereafter on or before January 1 of each year of the term of this License, LICENSEE shall provide the TOWN with a Certificate of Insurance complying with the foregoing provisions and showing the TOWN as an additional insured on the policy. LICENSEE shall require the insurer to give at least ten (1) days written notice of termination, reduction or cancellation of the policy to the TOWN.

All contractors performing work on behalf of the LICENSEE at the Premises must maintain the following forms of insurance:

- workers compensation as required by law
- general liability for bodily injury and property damage with a limit of not less than \$1,000,000.00 per occurrence
- automobile bodily injury and property damage liability with limits of not less than \$1,000,000.00 per occurrence
- depending on extent of restoration or preservation, builders risk for completed value may be required of the contractor at the discretion of the Board of Selectmen
- TOWN to be named as additional insured under general liability, automobile and, if applicable, builders risk policies

The LICENSEE SHALL PROVIDE THE Town with copies of the contractor's Certificates of Insurance evidence such coverage prior to commencement of construction and during the continuance of such work, and copies of any approvals, including any building permits necessary or obtained to conduct said construction.

The TOWN shall continue to insure the Meetinghouse building against direct physical damage and for its own liability at the Premises.

V. INDEMNIFICATION

LICENSEE agrees to release, indemnify, defend, and hold harmless the TOWN from and against any and all claims, demands, suits, actions, costs, judgments whatsoever, including reasonable attorney's fees, which may be imposed upon, incurred by, or asserted against the TOWN by reason of any failure on the part of the LICENSEE to comply with any provision or term required to be performed or complied with by LICENSEE under this Agreement.

VI. RISK OF LOSS

LICENSEE agrees that is shall use and occupy the Premises at its own risk, and the TOWN shall not be liable to LICENSEE for any injury or death to persons entering the Premises pursuant to the License, or loss or damage to vehicles, equipment or other personal property of any nature

whatsoever of the LICENSEE, or of anyone claiming by or through LICENSEE, that are brought upon the Premises pursuant to the License.

VI. CONDITION OF THE PREMISES

LICENSEE acknowledges and agrees that it accepts the Premises in "AS IS" condition for the purpose of this License, and that the TOWN has made no representation or warranty regarding the fitness of the Premises.

VII. CONDUCT

During the exercise of the rights hereby granted, the LICENSEE shall at all times conduct itself so as not to unreasonably interfere with the operations of the TOWN, and observe and obey applicable laws, statutes, ordinances, regulations, and permitting or licensing requirements.

All improvements constructed on the Premises shall be in accordance with the Report and Plan approved by the Board of Selectmen.

IX. LIMITATION OF LIABILITY

Notwithstanding anything else contained herein to the contrary, the TOWN agrees not to hold liable the LICENSEE, or any executive, director and volunteer worker while performing duties related to the conduct of the corporation's business as permitted by this License Agreement, beyond the amounts of insurance required pursuant to Section IV. INSURANCE herein.

X. TERMINATION and REVOCATION

This license shall be revocable by either party upon written notice of revocation at least sixty (60) days prior to the termination date stated within said notice.

In the event that this license is terminated by revocation of either party pursuant to this section, then the LICENSEE, at its own expense, shall remove all its personal property from the Premises and deliver the Premise in broom clean condition, reasonable wear and tear excepted. This obligation shall survive the termination of this License.

XI. MODIFICATION and AMENDMENTS

Modification or amendments to this License shall be in writing and duly executed by both parties hereto to be effective.

XII. NOTICE

For the purposes of this License, the parties shall be deemed duly notified in accordance with the terms and provisions hereof, if written notices are mailed to the following addresses:

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

Licensee: President
Friends of the South Harwich
Meetinghouse, Inc.
P.O. Box 786
Harwich, MA 02645

XIII. NO ESTATE CREATED

This License shall not be construed as creating or vesting in the LICENSEE any estate in the Premises, but only the limited right of possession as hereinabove stated.

XIV. EXHIBITS and ATTACHMENTS

Any and all reports, exhibits, and attachments referenced herein or attached hereto, are duly incorporated within this agreement.

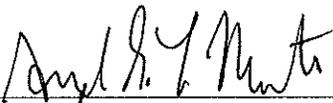
XV. SURVIVAL of TERMS and PROVISIONS

All appropriate terms and provisions relating to the restoration of the property affected hereby shall survive the termination of this License.

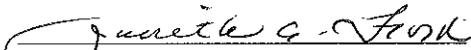
IN WITNESS WHEREOF, the parties hereto have caused the License Agreement to be executed as a sealed instrument and signed in duplicate by their duly authorized representatives on the date first indicated above.

TOWN OF HARWICH
By its Board of Selectmen

FRIENDS OF THE SOUTH HARWICH
MEETINGHOUSE, INC.



Angelo S. La Mantia, Chairman



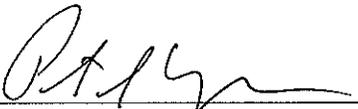
Judith A. Ford, President



Edward J. McManus



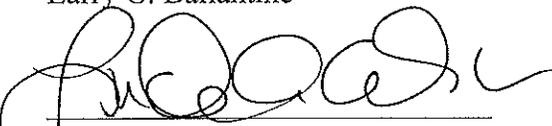
Marcy B. Ford, Clerk



Peter S. Hughes



Larry G. Ballantine



Linda A. Cebula

Coastal Engineering

Document	Invoice	Inv Date	Warrant	Check #	Amount
145972	60830	06/16/2016	T16063	0	416.25
145424	60753	05/31/2016	T16061	190398	1,871.37
144596	60530	05/13/2016	T16057	189954	1,904.96
143594	60328	04/15/2016	T16052	189352	1,748.26
142238	60185	03/17/2016	T16047	188823	1,080.00
142073	60121	03/10/2016	T16046	188687	3,538.70
141818	59915	03/01/2016	T16044	188404	3,798.92
141392	60001	02/23/2016	T16044	188404	906.25
140647	59622	02/02/2016	T16039	188005	3,383.30
140639	59586	02/02/2016	T16039	188005	4,104.85
137276	59169	11/05/2015	T16024	186416	1,740.56
137275	58978	11/05/2015	T16024	186416	3,203.24
135233	58760	09/10/2015	T16014	185446	3,355.00
134129	58558	08/18/2015	T16009	184918	3,717.14
132637	58198	06/29/2015	T15066	184006	3,411.61
131125	58031	06/09/2015	T15062	183131	4,160.61
130199	57772	05/20/2015	T15058	182707	4,361.73
128528	57623	04/09/2015	T15051	181934	3,833.51
127586	57477	03/18/2015	T15047	181491	3,565.29
126967	57135	02/26/2015	T15043	181159	3,560.68
125729	57304	02/04/2015	T15040	180687	3,574.38
125631	57199	01/29/2015	T15038	180620	2,031.88
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					74,616.78



COASTAL engineering co.

STANDARD CONDITIONS FOR ENGAGEMENT TECHNICAL SERVICE CONTRACT FIXED FEE PROPOSAL

January 1, 2016

COMPENSATION FOR SERVICE CONTRACT: Coastal Engineering Co., Inc. (CEC) bases its compensation for services on this project on the fee given for the project. CLIENTs are advised that Additional Services requested beyond the Scope covered by the fee proposal or change orders attached thereto will be based upon the time input according to our current hourly fee rate schedule. Fee proposals for services are prepared to the best of our ability based on facts available at the time of submission.

TRANSPORTATION: Time and travel expenses incurred, when travel is in the interest of the project, will be charged for in accordance with our fee schedule.

SUBCONTRACT SERVICES: CEC may engage subcontractors and/or other professionals to perform required services such as soil borings, drilling, construction, etc. That subcontractor's charge plus a service charge will be added to our fee.

REIMBURSABLE EXPENSES: Reimbursable expenses will be billed at our cost plus a service charge. Examples of reimbursable expenses ordinarily charged are replacement equipment, plumbing and hardware supplies, and chemical supplements for process control.

PAYMENT: Invoices will be rendered monthly or as work progresses. Invoices are due and payable upon receipt. Amounts over 30 days past due are subject to a service charge of 1.5% per month (18% annually). The CLIENT agrees to pay reasonable attorney's fees and any collection fees incurred in the collection of any amount owed hereunder and not paid when due.

CHANGE OF SCOPE: If, during the performance of services under this Agreement, there is a change in the Scope of Services requested on the basis of an oral or written order by the CLIENT, or as required by circumstances to address contingencies, or to revise plans upon the request of the CLIENT, CEC will perform these services in accordance with our fee schedule. CEC reserves the right, at our discretion, to issue a Change Order to this Agreement. However, a Change Order is not required prior to rendering such services and the CLIENT agrees to pay for such additional services.

SUSPENSION OF SERVICES: If the CLIENT fails to make payment of invoices when due, CEC may suspend performance of services under this Agreement. In the event of a suspension of services, CEC shall have no liability to the CLIENT for delay or damage caused by such suspension of services.

TERMINATION PROVISION: This Agreement may be terminated by either party upon five (5) days written notice in the event of failure of performance of terms and conditions of this Agreement by the other party through no fault of the terminating party. CEC shall be compensated for services performed up to the time of termination.

INSURANCE: CEC is covered by Worker's Compensation Insurance and Public and Professional Liability Insurance. We will furnish certification upon request.

RIGHT OF ENTRY: Unless otherwise agreed, the CLIENT furnishes right-of-entry on the land for CEC to make measurements, soil tests, or other required explorations. CEC will take reasonable precautions to minimize damage to the land from the use of equipment, but we have not included in our fee the cost of restoration from damage that may result from our operations. If we are required to restore the land to its former conditions, the cost of doing so will be added to our fee.

OWNERSHIP OF DOCUMENTS: All documents, including original drawings, estimates, specifications, field notes, and data, are and shall remain the sole and exclusive property of CEC as instruments of service. The CLIENT may, at his/her expense, obtain record prints of drawings, in consideration of which the CLIENT will use them solely in connection with the above described project and not for the purpose of making subsequent extensions or enlargements thereto.

USE OF DOCUMENTS: Services performed and documents prepared by CEC under this agreement shall be for the benefit of CLIENT only and may not be relied upon by any third party(ies) unless specifically agreed to in advance by CEC and CLIENT.

USE OF STAKES: CLIENT, CLIENT's contractor, or any third party may not use stakes or other markers set at the site by CEC before obtaining verification from CEC that the stakes or other markers were set for the intended purpose and are in place to the accuracy appropriate for the intended use.

ELECTRONIC FILES: Electronic files are transmitted for informational purposes only and at the request of the CLIENT or CLIENT's agent. CEC's official product is limited to its signed and sealed hard copy of plans, specifications, and/or studies. The CLIENT agrees to hold CEC harmless for any damages from inappropriate or illegal uses by others from any electronic transfer of information that was requested by the CLIENT or CLIENT's agent.

INDEMNIFICATION AND LIMITATION OF LIABILITY: CEC agrees to indemnify and hold CLIENT harmless against damages and liability resulting from the negligent acts, errors, or omissions of CEC. The CLIENT agrees to limit CEC's liability, resulting from errors and/or omissions in services furnished to the CLIENT directly by CEC to an amount not to exceed our fee. The CLIENT agrees to require a like limitation from any contractor engaged to perform work for which we have provided reports, plans, and/or specifications. The CLIENT shall further indemnify and hold CEC harmless from any liability resulting from the acts, errors, or omissions of the CLIENT or CLIENT's agents, contractors, or assigns. Such indemnification shall include the cost of defense arising in any way with claims connected with any such liability excepting only such liability as may arise out of CEC's sole negligence in performance of services. CLIENT agrees that any and all damages arising from negligent act, error, or omission shall be made against CEC directly and shall not be made personally against any of its directors, officers, agents, or employees.

CONSEQUENTIAL DAMAGES: Notwithstanding any other provision hereof, CEC shall not be liable to the CLIENT for any incidental, indirect, or consequential damages arising out of or connected in any way to the services rendered hereunder, including, but not limited to, loss of use, loss of profit, loss of business, loss of income, or loss of reputation.

NO WARRANTIES: CEC makes no warranties, express or otherwise, in connection with CEC's services except for those which may be specifically stated in the Operation and Maintenance Scope of Services

ATTACHMENT 1

OPERATION AND MAINTENANCE
SCOPE OF SERVICES

The treatment system shall be operated by a Certified Wastewater Plant Operator, Grade 4 or above, in accordance with the requirements of 257CMR2.00 and the Board of Certification of Operators of Wastewater Treatment Plants.

The treatment system shall also be operated in accordance with the conditions imposed by the Massachusetts Department of Environmental Protection (DEP) Groundwater Discharge Permit #2-631, issued 12/15/2015.

Equipment Operation and Maintenance

1. Within design capacity and capability of the equipment, operate and maintain the Bioclere wastewater treatment system for the benefit of owner. Bioclere system components include: equalization tanks, two (2) Bioclere units and one (1) Tetra Deep Bed Sand Filter.
2. Certify and document all maintenance for the Bioclere system. Maintenance reports will be provided regularly or upon request of the Client.
3. Certify and document all repairs made to the equipment.
4. Perform other services that are incidental to the services specified herein, including facilitating emergency repairs in the most expeditious and cost effective manner. Such services shall be performed at an additional cost.

NOTE: Pump maintenance to be performed in accordance with manufacturer's specifications and invoiced at additional cost to the Monomoy Regional School District.

Bioclere Operation and Maintenance: Standard maintenance as follows:

1. Check general condition/appearance of unit.
2. Check vent flow and odor.
3. Check general condition of fan box including internal and external wiring, lock, latch, gaskets, etc.
4. Check fan operation.
5. Check condition of cover locks, latches, and gaskets.
6. Check and characterize biomass.
7. Check recycle pump operation, timing, and effluent clarity.
8. Check dosing pumps operation, timing, effluent clarity, and spray pattern.
9. Check general condition of dosing assembly. Clean nozzles if required.
10. Check general condition of control box including locks, gaskets, etc.
11. Check control box switches, alarms, timers, etc.
12. Complete and maintain service report file.

Operation and Maintenance: frequency as follows:

1. Daily (5 days per week excluding holidays) Operational Maintenance visits to perform standard Bioclere maintenance.
2. Quarterly inspection of tanks to evaluate sludge content.

Bioclere Sampling: Sample Bioclere Influent & Effluent in accordance with the current DEP Groundwater Discharge Permit and Harwich Board of Health requirements, as follows:

1. Conduct influent and effluent sampling monthly for the test parameters listed in the groundwater discharge permit.
2. Analytical test results shall be compiled and submitted to DEP, Harwich Board of Health and the Client on an acceptable form.

Groundwater Sampling: Collect groundwater samples from four (4) onsite monitoring wells in accordance with the current Department of Environmental Protection (DEP) Groundwater Discharge Permit and Harwich Board of Health requirements, as follows:

1. Groundwater sampling shall be conducted monthly for test parameters as listed in the groundwater discharge permit.
2. Analytical test results shall be compiled and submitted to DEP, Harwich Board of Health and the Client on an acceptable form.
3. A Monthly Report shall be prepared summarizing the groundwater monitoring and test results. The Monthly Report shall be submitted to DEP, Harwich Board of Health and the Client.

NOTES:

1. Coastal Engineering Co., Inc. (CEC) will perform no procedures requiring confined space entry.
2. Services under this contract specifically do not include or cover any responsibility for system malfunction attributed to process design, equipment specified and/or installations as provided by others.
3. Client must provide access to all wastewater treatment system components at time of Operation and Maintenance visit.
4. This service contract assumes permanent occupancy of the facility. The Owner shall notify CEC if occupancy becomes seasonal.
5. CEC will notify the appropriate authority of any event of electrical or mechanical failure within the treatment system, or of any event which may adversely affect the performance of the treatment system.
6. In the event that the system alarm is activated and the system fails, the OWNER shall notify CEC who shall notify the DEP and Board of Health within 24 hours. Corrective action shall be taken immediately.

ATTACHMENT 2

COST OF SERVICES

- 1. The yearly fixed fee costs for operation, maintenance, sampling, and reporting services for the Bioclere Treatment System, as set forth in Attachment 1, shall be as follows:

Operation and Maintenance	\$24,620.00
Sampling (Includes laboratory fees)	\$7,740.00
Monthly Report Preparation.....	\$3,500.00

- 2. The yearly fixed fee costs for quarterly groundwater sampling and reporting as set forth in Attachment 1 shall be as follows:

Groundwater Monitoring Well Sampling (Includes laboratory fees)	\$3,600.00
Monthly Report Preparation.....	\$800.00

Total Cost..... \$40,260.00 yearly

To be billed at \$3,355.00 monthly

Additional Costs:

- 1. Reimbursable Expenses: Chemical supplements for process control. One year supply of methanol and sodium bicarbonate.
Estimated yearly cost:..... \$5,800.00
- 2. The cost for replacement equipment and supplies will be invoiced at our cost plus surcharge in accordance with our Standard Conditions for Engagement (copy attached).
Estimated yearly cost:..... \$2,000.00
- 3. Additional sampling and testing, if required, will be invoiced at time and expense, in accordance with our standard rates.
- 4. Additional Services beyond those noted in Attachment 1, including responding to alarms, will be invoiced at \$100.00 per hour.
- 5. Subcontractor Services billed to Coastal Engineering Company, Inc. will be invoiced to the school district as reimbursable expenses, in accordance with our Standard Conditions for Engagement, dated January 1, 2012.

In the event that state or local regulatory bodies change sampling requirements and/or Operation and Maintenance requirements, the cost estimate will be revised to reflect these changes.

**DISTRICT FORM
ATTACHMENT H
CONTRACT FORM**

This Contract is made this 1st day of July, 2013, by and between the Monomoy Regional School District, with an address of Business Office, 81 Oak Street Harwich, MA 02645, acting by the Monomoy Regional School District School Committee (hereinafter the "District" or the "Owner"), and Coastal Engineering Company, Inc., a corporation organized under the laws of the Commonwealth of Massachusetts, with a principal office located at 260 Cranberry Highway Orleans, MA 02653 (hereinafter the "Contractor").

The words "he," "him" and "his" in this Contract, as far as they refer to the Contractor, shall so refer whether the Contractor is an individual, partnership or corporation.

1. Scope of Services

In consideration of the obligations herein contained, the Contractor shall provide services, as set forth in the Invitation for Bid – Operation and Maintenance of Wastewater Treatment Facility ("IFB"), issued by the Monomoy Regional School District, which is incorporated herein by reference.

2. Standard of Care

The Contractor shall furnish all supplies, equipment, and labor necessary for the performance of the services required by this Contract in accordance with the applicable professional standards in the Eastern Massachusetts area. The Contractor warrants that it has in its employ, and throughout the term of the Contract or any extension or renewal thereof, will continue to have a sufficient number of persons experienced in developing and providing services required by this Contract, such that the Contractor's obligations under the Contract will be carried out in a prompt, safe and professional manner.

3. Term

The initial term of this Contract shall commence on the execution date of this contract and shall end on June 30, 2014. Time is of the essence in the performance of services under this Contract. At the sole discretion of the Monomoy Regional School District, this Contract may be extended for two (2) additional one (1) year terms.

4. Incorporation of the Request for Proposals/Order of Priority of Contract Documents

The provisions of the IFB and the Contractor's Proposal are incorporated herein by reference. In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

Highest Priority:	Amendments to Contract (if any)
Second Priority:	Contract

Third Priority:	Addenda to the IFB (if any)
Fourth Priority:	IFB
Fifth Priority:	Contractor's Proposal.

5. Payment

In consideration for performance of the work in accordance with the requirements of this Contract, the District shall pay the Contractor the prices set forth in the Contractor's Proposal, a copy of which is attached hereto and incorporated by reference.

This Contract is a fixed rate/price contract and therefore miscellaneous expenditures associated with the Contractor's work on this project shall not be otherwise paid by the District. In the event that an unforeseen miscellaneous expense is incurred, the Contractor shall receive the District's approval in writing prior to incurring the expense if it will subsequently seek payment of said expense from the District.

Payment shall be made to the Contractor for work completed in accordance with this Contract. All requests for payment shall be submitted to the District as an invoice and shall specify work completed, progress made toward completing deliverables, the number of hours worked, the classification of each employee who performed work, and the billing rate for each employee who performed work on the project.

Payment will be due thirty (30) days after receipt of the Contractor's invoice by the District for services rendered in accordance with this Contract. The District shall not make payments in advance.

If the District objects to all or part of any invoice, the District shall notify the Contractor in writing within two (2) weeks of the date of receipt of the invoice, and shall pay that portion of the invoice not in dispute within thirty (30) days after the date of receipt of the invoice.

Should it be necessary for the Contractor to engage the services of a specialized contractor or companies other than those originally proposed in the Contractor's response to the District's Request for Proposals, the Contractor shall take such measures only with the District's prior written approval. Charges for such services shall be billed directly to the District unless otherwise agreed upon by the parties.

Payment of the amounts due under this Contract shall release the District and its officers, employees, boards, commissions, committees, agents and representatives, from any and all claims and liability in any way relating to this Contract or anything done in pursuance thereof.

No payment by the District to the Contractor shall be deemed to be a waiver of any right of the District under this Contract or a ratification by the District of any

breach hereof by the Contractor.

6. **Warranty**
Any equipment delivered, unless otherwise agreed by the parties, shall be of generally merchantable quality and shall be fit for the purpose sought by the District. Any equipment shall be warranted against manufacturing and design defect for a minimum of three (3) years after the District's acceptance of the same. All manufacturers' warranties on any equipment delivered shall be assigned to the District.
7. **Compliance with Laws**
The Contractor shall comply with all provisions of Federal, Massachusetts and local law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Contractor shall comply with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended, and the applicable minimum wage rates as determined by the Massachusetts Commissioner of Labor and Industries.
8. **Insurance**
The Contractor shall provide and maintain throughout the term of the Contract and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.
 - a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.
 - b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
 - c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.
 - d. Professional Liability Insurance (including errors/omissions) \$1,000,000 each claim/\$1,000,000 aggregate.
 - e. Excess Liability Insurance, Umbrella Form - \$5,000,000 each occurrence and \$5,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability

insurance, and employer's liability under workers' compensation insurance.

- f. The District shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.
- g. All certificates and policies shall contain the following provision:

“Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the District before such cancellation or amendment shall take place.”
- h. Certificates evidencing such insurance in two (2) copies shall be furnished to the District at the execution of this Agreement. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. The Contractor shall make no claims against the District or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Agreement.
- i. The Contractor shall also be required to provide to the District with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the District is named as an additional insured on each such policy.
- j. No insurance shall be obtained from an insurer which:
 - (1) is not licensed to sell insurance in the Commonwealth of Massachusetts;
 - (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better; or
 - (3) is a risk retention group lawfully providing insurance to its members in Massachusetts.
- k. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.
- l. The Contractor shall provide to the District a copy of a certificate of insurance that provides evidence of all environmental liability insurance maintained by the Contractor.

9. Indemnification
The Contractor shall compensate the District for all damage to District property of any nature arising out of the Contractor's work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the District and all of its members, officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or the act or omission of the Contractor, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by the Contractor under the Contract, or which arise out of the violation of any federal, Massachusetts or local statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of this Contract. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the District and any judgment that may be obtained in any such claim or suit.

10. No Personal Liability
Neither the District, nor its members, officers, employees, boards, committees, commissions, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Contract, or the violation of any Federal, Massachusetts or local statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Contractor or its employees, regarding the subject matter of this Contract.

11. Familiarity with Area of Work
By signing this Contract, the Contractor acknowledges that it has examined the area of work which is the subject matter of this Contract and that it is familiar with all sites which are the subject of this Contract and with all conditions of the IFB and of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

12. Performance Bond
As stated, if at all, in the IFB.

13. Labor and Materials Payment Bond
As stated, if at all, in the IFB.

14. Independent Contractor Status

The Contractor shall provide services under this Contract as an independent contractor with the District and not as an employee of the District. No employee, agent or representative of the Contractor shall be entitled to receive any benefits of employment with the District, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation.

15. Use of Alcohol and Controlled Substances Prohibited

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Contractor is prohibited on District property which is the subject matter of this Agreement and during all hours of work under this Agreement. If any officer, employee, agent, or representative of the Contractor violates the foregoing provision, the District shall have the right to order that such officer, employee, agent, or representative of the Contractor shall not be permitted to return to work on this Agreement. Under such circumstances, the Contractor shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this Agreement.

16. No Smoking

Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Contractor, its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the District.

17. Criminal Background Screening

For each employee of the Contractor who is performing services under this Contract, the Contractor shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the District that such employee passed the Contractor's pre-employment criminal background screen. In the event that any employee refuses to permit the Contractor to provide such information to the District, the Contractor shall not assign such employee to perform services for the District, and such employee shall not be authorized to perform services for the District. The District shall be permitted to keep such information in its files.

18. Delays/*Force Majeure*

Except as specifically set forth in this Contract, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, wars, riots, strikes, lockouts, or other

industrial disturbances, protest demonstrations, and project site conditions which could not have been reasonably anticipated. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the services for the Project.

19. Termination

- a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the District to the Contractor, the District shall have the right to terminate this Contract upon written notice to the Contractor.
- b. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the District may terminate this Contract upon written notice to the Contractor.
- c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation of sufficient money to fund the Contract. Should sufficient funds not be appropriated, the District shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event the District may terminate this Contract upon written notice to the Contractor.
- d. The District may terminate this Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.
- e. The District may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.

In the event of termination the Contractor shall be entitled to be paid for services rendered in accordance with this Contract prior to termination.

In the event that this Contract is terminated pursuant to Section 19a. or 19b. above, the District may make any reasonable purchase or contract to purchase services in substitution for services due from the Contractor and may deduct the cost of any substitute contract, or damages sustained by the District due to non performance or non conformance of services together with incidental and consequential damages from the Contract price, and shall withhold such damages from sums due or sums

which become due.

20. Notices

Except as otherwise provided in this Contract all notices required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section.

If to the District: Superintendent of Schools
Monomoy Regional School District
425 Crowell Road
Chatham, MA 02633

With copies to: Edward F. Lenox, Jr., Esq.
Murphy, Hesse, Toomey & Lehane, LLP
300 Crown Colony Drive, Suite 410
Quincy, MA 02169

If to the Contractor: Coastal Engineering Company, Inc
260 Cranberry Highway
Orleans, MA 02653

21. Miscellaneous Provisions

- a. Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Barnstable County, MA, and in no other court or jurisdiction.
- b. No action or failure to act by the District shall constitute a waiver of a right or duty afforded to the District under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the District shall be construed as a waiver or in any way limit the legal or equitable remedies available to the District. No waiver by the District of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.
- c. If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing services under this Contract, report the same to the District in writing.

- d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.
- e. The Contractor shall maintain the confidentiality of information designated by the District as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the District has expressly waived such confidentiality in advance in writing.
- f. The Contractor shall not represent or purport to represent that it speaks for the District vis-à-vis the media or the public at-large without the District's express, written consent in advance.
- g. Prior to commencing services under this Contract, the Contractor shall furnish the District, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.
- h. By entering into this Agreement, the Contractor certifies under penalties of perjury that its Proposal was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- i. By entering into this Agreement, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.
- k. Prevailing wage rates, as contained in the Proposal documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- l. The Contractor shall not discriminate against or exclude any person from

participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.

- m. **To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this agreement, any statutorily-mandated provisions contained herein shall control.**
- n. The Contractor shall not assign or subcontract in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the District.
- o. The Contractor shall not assign any money due or to become due to the Contractor unless the District shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.
- p. This Contract may be amended only by written consent of the parties.
- q. This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract. When executed, this Contract supersedes any other agreement of any of the parties in connection with the transaction contemplated.
- r. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.
- s. The provisions of this Contract shall be binding upon and shall inure to the benefit of the heirs, assigns and successors in interest of the parties.
- t. This Contract shall be governed by and construed in accordance with the

III. BACKGROUND/SCOPE OF SERVICES/SPECIFICATIONS

The Successful Bidder shall perform the following services to Operate and Maintain the Wastewater Treatment Facility at the Harwich Elementary and Middle Schools as per enclosed specifications.

Equipment Operation and Maintenance:

1. Within design capacity and capability of the equipment, operate and maintain the Bioclere wastewater treatment system for the benefit of the owner. Bioclere system components include: equalization tanks, two (2) Bioclere units and one (1) Tetra Deep Bed Sand Filter.
2. Certify and document all maintenance for the Bioclere system. Maintenance reports to be provided monthly to the Client.
3. Certify and document any repairs to the equipment that may be needed.
4. Perform other services that are incidental to the services specified herein, including facilitating emergency repairs in the most expeditious and cost effective manner.
5. Maintain pump in accordance with manufacturer's specifications.

Bioclere Operations and Maintenance:

1. Check general condition/appearance of unit
2. Check vent flow and odor
3. Check general condition of fan box including internal and external wiring, lock, latch, gaskets, etc. Any necessary wiring repairs are not a part of the required services.
4. Check fan operation
5. Check conditions of cover locks, latches and gaskets
6. Check and characterize biomass
7. Check recycle pump operation, timing, effluent clarity and spray pattern
8. Check dosing pumps operation, timing, effluent clarity and spray patterns
9. Check general condition of dosing assembly. Clean nozzles if required
10. Check general condition of control box including locks, gaskets, etc.
11. Check control box switches, alarms, timers, etc.
12. Complete and maintain service report file.

Operation and Maintenance

1. Daily (five (5) days per week excluding holidays) Operational Maintenance visits to perform standard Bioclere maintenance.
2. Quarterly inspection of tanks to evaluate sludge content.

Bioclere Sampling: Sample Bioclere Influent & Effluent in accordance with the current DEP Groundwater Discharge Permit and Harwich Board of Health requirements as follows:

1. Conduct influent and effluent sampling monthly for the test parameters listed in the groundwater discharge permit.

2. Analytical test results shall be compiled and submitted to DEP, Harwich Board of Health and Monomoy Regional School District (MRSD) Business Office on an agreed upon form.

Groundwater Sampling: Collect groundwater samples from four (4) onsite monitoring wells in accordance with the current Department of Environmental Protection (DEP) Groundwater Discharge Permit and Harwich Board of Health requirements, as follows:

1. Groundwater sampling shall be conducted quarterly for test parameters as listed in the groundwater discharge permit.
2. Analytical test results shall be compiled and submitted to DEP, Harwich Board of Health and Monomoy Regional School District on an agreed upon form.
3. A Quarterly Report shall be prepared summarizing the groundwater monitoring and test results. The Quarterly Report shall be submitted to DEP, Harwich Board of Health and MRSD.

**ATTACHMENT A
DISTRICT
BID FORM**

The undersigned hereby submits a sealed bid for services related to the operation and maintenance of the wastewater treatment system that serves the Harwich Elementary School and Harwich Middle School of the Monomoy Regional School District.

Printed Name of Bidder:

Coastal Engineering Co., Inc.

Address: 260 Cranberry Highway

Orleans, MA 02653

The Bidder hereby pledges to deliver the complete scope of services required, for the price shown below:

TOTAL COST Forty thousand two hundred sixty dollars and 00/100 cents (\$ 40,260.00).

(Write out in both words and numbers.)

The yearly fixed fee costs for operation, maintenance, sampling and reporting services for the Bioclere Treatment System, as set forth in in the Scope of Services, shall be as follows:

Operation and Maintenance.....	\$ <u>24,620.00</u>
Sampling (including laboratory fees).....	\$ <u>7,740.00</u>
Monthly Report Preparation.....	\$ <u>3,500.00</u>

The yearly fixed fee costs for quarterly groundwater sampling and reporting set forth in the Scope of Services shall be as follows:

Groundwater Monitoring Well Sampling (including laboratory fees).....	\$ <u>3,600.00</u>
Quarterly Report Preparation	\$ <u>800.00</u>

Additional Costs:

Chemical Supplements for process control.
One year supply of methanol and sodium bicarbonate \$ 5,800.00

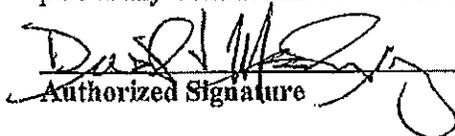
Additional Sampling and Testing rate , if required..... \$ 100.00 /hr

Additional Services beyond Scope of Services outlined..... \$ 100.00/hr

The Bidder certifies as follows:

- A. Bidder holds all applicable State and Federal permits, licenses and approvals. (Bidder shall attach to the Bid Form copies of all applicable State and Federal permits, licenses, and approvals.)
- B. Bidder holds all applicable documentation and Insurance in accordance with this Invitation for Bids. (Bidder shall attach to the Bid Form copies of relevant insurance certificates hereto. Nothing in this provision, however, shall eliminate the requirement that the Bidder, if chosen as the Successful Bidder, shall submit to the District an endorsement or a rider in compliance with Section 8 of the Contract.)
- C. Bidder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Bidder shall attach to the Bid Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)
- D. Bidder has not failed to perform satisfactorily on contracts of a similar nature.
- E. Bidder possesses the skill, ability and integrity necessary for the faithful performance of services under any contract with the District. Each Bidder shall demonstrate that it has been in the industry for at least eight (8) years.

The undersigned agrees that all Bid specifications and Contract specifications are hereto made part of any Contract executed with the District and are binding on the Successful Bidder.



Authorized Signature

David J. Michniewicz, P.E.

Printed Name

Vice President

Printed Title

6/13/13

Date

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: Charleen Greenhalgh, Assistant Town Administrator
David Spitz, Town Planner
Planning Board

Re: Job Description Revisions to Town Planner Position

Date: June 23, 2016

On May 12, 2016, I drafted a memo outlining the potential reorganization of the Town Planner position. Subsequent to that memo the Board of Selectmen voted to proceed with option one as laid out in the memo provided a revised job description was completed, survey work done on salary and an updated reorganization plan provided to the Board.

Last June the Board of Selectmen approved an updated Assistant Town Administrator job description that calls for the position to oversee Community Development and Community Services departments. It is my full intent to implement this job description in a phased approach. Charleen will assume responsibility over the Community Development departments beginning on July 1, 2016. I have revised my thinking on an Assistant Town Planner and have decided to recommend a slightly revised Town Planner job description. The reason for this is that I believe the recruitment of the Town Planner will be more viable. The position description (which is attached) has been revised slightly to include the verbiage "perform special projects as directed by the Town Administrator and/or the Director of Community Development" and the education and experience has been changed by reducing down to three years of professional planning experience preferably in local or regional government or an equivalent combination. Lastly, we included an element of skills that too would be the ability to read and interpret engineering and survey plans as a necessary skill set. I have included also a cover letter to the SEIU management union indicating these changes. I have already verbally mentioned to the leadership the proposed revisions.

The second component of the plan was to create a part-time position in administration to offset some of the workload reconfiguration. Upon discussion with staff, I believe it is warranted to allocate some additional resources to allow for the two administrative secretaries to cover additional work. This is anticipated to be around an additional 100 hours annually. The funding to come from the savings in Community Development.

The interim time will be covered by Charleen in accordance with her June 15, 2016 memo to me on this topic.

My goal will be to commence the advertising process and negotiations with the impact with SEIU after the Board votes its concurrence with the plan. We will be actively recruiting and interviewing for the Town Planner position persons that meet the minimum requirements and are willing to work for the closer to starting salary which is \$66,938 whereas the retiring planner makes \$80,351.

OFFICE OF THE TOWN ADMINISTRATOR

Christopher Clark, *Town Administrator*

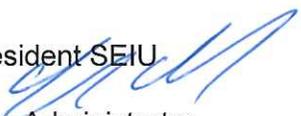
Phone (508) 430-7513

Fax (508) 432-5039

732 MAIN STREET, HARWICH, MA 02645



MEMO

To: Paula Champagne, President SEIU 

From: Christopher Clark, Town Administrator

cc: Charleen Greenhalgh, Assistant Town Administrator
David Spitz, Town Planner
Board of Selectmen

Re: Job Description Revisions to Town Planner Position

Date: June 28, 2016

Pursuant to my verbal announcement of Administration's intent to make minor modifications to Town Planner's job description. Please see the attached revisions presented to the Board of Selectmen on June 27, 2016. I wish to afford the union the opportunity to discuss the impact of these revisions to the job description. Whereas, the Board of Selectmen have voted the revised description I recognize that these discussions need to occur and revisions may be necessary.

Please review the attached material and advise me as to the union's desire to meet to discuss impact of these changes or if you accept these minor modifications without the need to formally meet.



Memorandum from Charleen Greenhalgh
Assistant Town Administrator
Town of Harwich

June 15, 2016

To: Chris Clark, Town Administrator

From: Charleen Greenhalgh, Assistant Town Administrator *CG*

Re: Interim Town Planner

Below are my thought and ideas on how my time will be spent while serving as the Interim Town Planner. Much of this will be dictated by the volume and types of applications filed with the Planning Board. Different application types have different statutory time constraints and different review requirements.

1. Focus will be on regulatory planning only; with the exception of the update to the Housing Production Plan. Work on the Housing Plan will begin after July 1st.
2. Availability in the Planning Office not to exceed Tuesday afternoons (1:00 – 4:00) and Thursday mornings (8:30 – 12:00); unless circumstances warrant additional time.
 - Planning Staff will need to schedule any appointments during these time periods; whether with Planning Board members or the public.
 - This schedule would not begin until Thursday July 14th as I have a previously scheduled MIIA Professional Development Training Seminar in Hyannis from 1 – 2:30 pm.
3. Attendance at Planning Board meetings to provide support and guidance. The current schedule is the second and fourth Tuesdays.
 - My first meeting as the Interim Planner will be July 12th.
 - I will work with David Spitz prior to his retirement to come up to speed on all agenda items.
4. I have asked Mr. Spitz to prepare an outline of any pending or outstanding work.

Town Planner Salaries – June 2016

Town	FY16 Salary Range	FY17 Salary Range	Comments:	Current % for Health Ins.
Brewster		\$64,057 - \$102,491	Supervises 1 employee	75%
Chatham	\$71,802 – \$87,506		Principal Planner	65%
Dennis	\$61,673 - \$98,676	\$62,906 - \$100,650		60%
Eastham	\$85,152			65%
Falmouth	\$72,924 - \$95,180		Supervises 3+ employees	75%
Harwich*	\$65,626 - \$81,958	\$66,938 - \$83,597	Supervises 1 employee	75%
Orleans		\$74,139 - \$92,590	Currently the Director of Community Development is filing this position.	75%
Nantucket	\$129,435		Supervises 2+ employees	90%
Provincetown	\$70,595		Supervises 1 employee	70%
Yarmouth	\$69,872 - \$94,327			50%

*Harwich Longevity Package is very good.

TOWN PLANNER

DEFINITION

The Town Planner performs technical and administrative work evaluating information, preparing reports, and assisting the Planning Board with making land use related decisions; other related work, as required.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The essential functions or duties listed below are illustrations of the type of work performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

Provides information and assistance to the general public regarding planning matters; provides assistance to the Planning Board, as requested; provides assistance to town boards, such as Real Estate and Open Space and Harwich Center Initiative.

Works with the Planning Board to maintain the comprehensive plan and updates plan; helps facilitate and promote implementation of the Local Comprehensive Plan; in conjunction with the Planning Board and other town boards, develops new zoning bylaws and amendments to the zoning bylaw and regulations.

Works with local and regional planning agencies to undertake studies to better understand local and regional trends and develop approaches to addressing local and regional concerns; works with the regional planning agency on the review of Developments of Regional Impact.

Represents the town on regional committees; provides assistance to the Zoning Board of Appeals; reviews applications, discusses applications with applicants, and prepares staff reports for the Planning Board; conducts site work to review areas of proposed development.

Performs special projects as directed by the Town Administrator and/or the Director of Community and Development

Prepare maps using the GIS system; works with town departments to develop methods to streamline the permit process and share information.

Performs similar or related work as required, or as situation dictates.

SUPERVISION

Works under the administrative direction of the Town Administrator and/or the Director of Community and Development; the employee functions independently, consulting with the Planning Board and the Town Administrator when clarification or interpretation of policies or procedures is required.

SUPERVISORY RESPONSIBILITIES

Supervises one employee.

WORK ENVIRONMENT

Work is generally performed in office conditions; some field work is required to perform inspections; the employee is required to attend frequent evening meetings.

The employee operates standard office equipment.

The employee has regular contact with town departments, such as Building, Engineering, Conservation, Health, and Assessors, as well as state, regional and local agencies; also has frequent contact with the general public and applicants.

The employee has access to department-related legal proceedings.

Errors could result in monetary loss or legal repercussions.

RECOMMENDED MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE

Bachelor's Degree required, Master's Degree in planning preferred; three years of professional planning experience, preferably in local or regional government; or an equivalent combination of education and experience.

KNOWLEDGE, ABILITY, SKILL

Knowledge of Massachusetts zoning law and local zoning practices; knowledge of planning and environmental issues; working knowledge of GIS.

Ability to work independently, conduct independent research and analyze and interpret results; ability to read plans, prepare reports and formulate recommendations; ability to draft bylaw amendments and regulations; ability to establish and maintain effective working relationships with local officials and the general public.

Ability to read and interpret engineering and survey plans (site, subdivision and building.)

Written and oral communication skills; oral presentation skills; planning and organizational skills.

PHYSICAL REQUIREMENTS

Minimal physical effort is generally required to perform administrative duties; moderate physical effort is required to perform field work. The employee is frequently required to speak and hear and use hands to operate equipment. Vision requirements include the ability to read routine and complex documents, use a computer and operate a motor vehicle.

This job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer, as the needs of the employer and requirements of the job change.

TOWN PLANNER

DEFINITION

The Town Planner performs technical and administrative work evaluating information, preparing reports, and assisting the Planning Board with making land use related decisions; other related work, as required.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The essential functions or duties listed below are illustrations of the type of work performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

Provides information and assistance to the general public regarding planning matters; provides assistance to the Planning Board, as requested; provides assistance to town boards, such as Real Estate and Open Space and Harwich Center Initiative.

Works with the Planning Board to maintain the comprehensive plan and updates plan; helps facilitate and promote implementation of the Local Comprehensive Plan; in conjunction with the Planning Board and other town boards, develops new zoning bylaws and amendments to the zoning bylaw and regulations.

Works with local and regional planning agencies to undertake studies to better understand local and regional trends and develop approaches to addressing local and regional concerns; works with the regional planning agency on the review of Developments of Regional Impact.

Represents the town on regional committees; provides assistance to the Zoning Board of Appeals; reviews applications, discusses applications with applicants, and ~~reviews~~ ~~prepares~~ staff reports for the Planning Board ~~as prepared by the Assistant Town Planner~~; conducts site work to review areas of proposed development.

Prepare maps using the GIS system; works with town departments to develop methods to streamline the permit process and share information.

Performs similar or related work as required, or as situation dictates.

SUPERVISION

Works under the administrative direction of the Town Administrator and/or ~~Planning Board~~ ~~the Director of Community and Development~~; the employee functions independently, consulting with the Planning Board and the Town Administrator when clarification or interpretation of policies or procedures is required.

SUPERVISORY RESPONSIBILITIES

Supervises ~~two~~ ~~one~~ employees.

WORK ENVIRONMENT

Work is generally performed in office conditions; some field work is required to perform inspections; the employee is required to attend frequent evening meetings.

The employee operates standard office equipment.

The employee has regular contact with town departments, such as Building, Engineering, Conservation, Health, and Assessors, as well as state, regional and local agencies; also has frequent contact with the general public and applicants.

The employee has access to department-related legal proceedings.

Errors could result in monetary loss or legal repercussions.

RECOMMENDED MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE

Bachelor's Degree required, Master's Degree in planning preferred; ~~five~~three years of comprehensive planning experience, preferably in local government; or an equivalent combination of education and experience.

KNOWLEDGE, ABILITY, SKILL

Knowledge of Massachusetts zoning law and local zoning practices; knowledge of planning and environmental issues; working knowledge of GIS.

Ability to work independently, conduct independent research and analyze and interpret results; ability to read plans, prepare reports and formulate recommendations; ability to draft bylaw amendments and regulations; ability to establish and maintain effective working relationships with local officials and the general public.

Written and oral communication skills; oral presentation skills; planning and organizational skills.

PHYSICAL REQUIREMENTS

Minimal physical effort is generally required to perform administrative duties; moderate physical effort is required to perform field work. The employee is frequently required to speak and hear and use hands to operate equipment. Vision requirements include the ability to read routine and complex documents, use a computer and operate a motor vehicle.

This job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer, as the needs of the employer and requirements of the job change.

**TOWN PLANNER
TOWN OF HARWICH, MA**

The Town of Harwich seeks candidates to fill the vacancy of Town Planner. The Town Planner performs technical and administrative work evaluating information, preparing reports, and assisting the Planning Board with making land use related decisions. Knowledge of Massachusetts zoning law and local zoning practices; knowledge of planning and environmental issues; working knowledge of GIS. Ability to work independently, conduct independent research and analyze and interpret results; read plans, prepare reports and formulate recommendations; draft bylaw amendments and regulations; establish and maintain effective working relationships with local officials and the general public. Bachelor's Degree required, Master's Degree in planning preferred; three years of professional planning experience, preferably in local or regional government; or an equivalent combination of education and experience. Massachusetts municipal experience is preferred. Starting Salary \$66,938. This position offers a generous benefits package that includes medical coverage. Cover letter, resume, job application and three references must be submitted by July __, 2016 at 4:00 pm to the Town of Harwich, Town Administrator's Office 732 Main Street, Harwich, MA 02645, or Fax to (508) 432-5039, or e-mail to: srobinson@town.harwich.ma.us. Harwich is an EOE.

**HARWICH TOWN ADMINISTRATOR
JOB POSTING**

Union: SEIU
Position: Town Planner
Eligibility: All Town Employees
Hours: 35 hours/week
Pay Grade: M4
Pay Range: \$66,938 - \$83,597 annually

EDUCATION, LICENSES AND EXPERIENCE:

Bachelor's Degree required, Master's Degree in planning preferred; three years of professional planning experience, preferably in local or regional government; or an equivalent combination of education and experience.

KNOWLEDGE, ABILITIES AND SKILLS:

Knowledge of Massachusetts zoning law and local zoning practices; knowledge of planning and environmental issues; working knowledge of GIS.

Ability to work independently, conduct independent research and analyze and interpret results; ability to read plans, prepare reports and formulate recommendations; ability to draft bylaw amendments and regulations; ability to establish and maintain effective working relationships with local officials and the general public.

Ability to read and interpret engineering and survey plans (site, subdivision and building.)

Written and oral communication skills; oral presentation skills; planning and organizational skills.

TO APPLY PLEASE PROVIDE COVER LETTER, TOWN EMPLOYMENT APPLICATION AND RESUME TO CHRISTOPHER CLARK, TOWN ADMINISTRATOR. APPLICATIONS ARE AVAILABLE ON THE TOWN WEBSITE OR IN THE TOWN ADMINISTRATOR'S OFFICE.

Date Posted:

Internal Application Deadline:

Town Administrator: _____ Date _____

SEIU President _____ Date _____

TOWN OF HARWICH, MASSACHUSETTS
ASSISTANT TOWN ADMINISTRATOR

DEFINITION

The Assistant Town Administrator assists the Town Administrator with professional administrative and daily operations of the town; responsibilities include general management, supervision, human resources, procurement, insurance coordination, and special projects; other related work, as required. Serves as a liaison and coordinates between town officials, employees and citizens. This is considered to be a developmental position in which the incumbent will be assigned various duties based upon professional competencies.

Exercises considerable judgment in providing professional advice to the variety of official boards and committees, concerning the development, implementation, and administration of policies, goals, regulations and statutory requirements related to the administration and operation of the Town.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The essential functions or duties listed below are illustrations of the type of work performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

Coordinates the daily operations of the town, oversees and evaluates performance for the Community Development and Community Services department heads, which currently are inclusive of the following departments: Community Development: Health, Building, Conservation, Planning and Engineering, Community Services: Council on Aging, Community Center, Channel 18, Recreation, and Golf may administer some or all of these departments based upon needs of the Town Administrator based upon effective span of control; Oversees activities of all Town employees under direction of or in absence of Town Administrator; Liaisons with Brooks Library and provides information and assistance to town committees.

Assists in procurement and contracting, including supplies, services, design and construction; prepares RFP documents and advises department heads and staff on procurement procedures and requirements; assists departments with the preparation of required contracts.

Acts as primary Human Resources Manager to coordinate training and development of employees. Researches and investigates personnel issues and grievances; Actively manages collective bargaining negotiations when directed; Advises department heads on the methods to be used when administering personnel procedures including but not limited to: recruiting, hiring, evaluating, disciplining, and terminating; Keeps abreast of federal and state laws and regulations pertaining to personnel practices and labor law; Develops, Administers, and monitors personnel policies and practices to ensure contractual and statutory compliance.

Assists in preparation of annual operating and capital budgets. Assists in the preparation of Town Meeting Warrant articles by preparing backup information on various projects.

Acts as liaison and coordinates activities with municipal, county, state and federal agencies and officials; Attends local, state, federal or other meetings to gather or present information, ask or answer questions and respond to input.

Assists in the preparation for the Board of Selectmen meetings, researching issues, providing background and recommendations for action when requested.

Responds to citizen inquiries, complaints, and suggestions; provides research assistance and addresses requests of other Town departments, general public, citizen groups, and media.

Completes special projects, such as drafting regulations and policies for the Board of Selectmen, conducting research, and project development and management.

Acts as the Town Administrator in his or her absence.

Performs similar or related work as assigned by the Town Administrator

SUPERVISION

Works under the administrative direction of the Town Administrator, in accordance with the bylaws, rules, regulations, policies and procedures of the town; duties require the ability to plan and perform operations; a variety of responsible and complex duties require a thorough knowledge of municipal operations and the exercise of considerable judgment and initiative; situations not clearly defined by precedent or established procedures are referred to the Town Administrator.

SUPERVISORY RESPONSIBILITIES

Supervises a span of control over departments as directed by the Town Administrator as currently or maybe assigned Community Development and Community Services Department Heads and manages the work of these departments and committees under the jurisdiction of the Town Administrator. Acts as an Acting Department Head in the absence or dismissal of a Department Head.

WORK ENVIRONMENT

Work is performed in office conditions; the nature and volume of work is subject to various fluctuations, due to budget, Town Meeting and seasonal cycles; the employee is required to attend evening meetings.

The employee operates standard office equipment.

The employee has ongoing contact with town departments, outside agencies and the public; contacts require excellent public relations skills, persuasiveness and resourcefulness.

The use of discretion is required in relation to town-wide confidential information, including personnel files, collective bargaining negotiations, bid documents, legal proceedings, and criminal investigations.

RECOMMENDED MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE

Bachelor's Degree in public administration or a related field; Master's Degree preferred; three to five years of administrative experience, including municipal management experience; human resources experience is preferred or an equivalent combination of education and experience.

KNOWLEDGE, ABILITY AND SKILL

Knowledge of municipal government, Massachusetts General Laws, including procurement laws and relevant federal laws and regulations, personnel management and labor relations, public finance and budgeting and public ethics.

Ability to communicate effectively, orally and in writing with town employees, outside organizations and the general public; ability to independently prioritize, plan and organize a variety of responsible and complex tasks ; ability to manage multiple projects and departments simultaneously.

Written and verbal communication skills; computer skills; supervisory skills; planning and organization skills; public relations skills.

Proficiency in an electronic documentation, spreadsheets and presentation applications and effective knowledge of availability of information.

Proven supervisory skills

PHYSICAL REQUIREMENTS

Minimal physical effort is required to perform most duties. The employee is frequently required to sit, speak and hear and use hands to operate equipment. Vision requirements include the ability to read and analyze documents and use a computer.

This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

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: Charleen Greenhalgh, Assistant Town Administrator

Re: Potential Reorganization Town Planner Position

Date: May 12, 2016

Our current Town Planner, David Spitz, has decided to retire effective July 8, 2016. I have as part of my practice as a Chief Administrative Officer always believed it makes sense to review the position upon pending vacancy for the opportunity to improve service delivery for the community. This is just such an occasion. I do wish to thank Mr. Spitz for his dedicated service and his high level of communications. I believe that it is during his term that he has expanded the role of the Town Planning Department that has led me to some of the recommendations that are listed below. As part of my due diligence deliberations, I have had a meeting with Jim Atkinson, the current Chair of the Planning Board along with Mr. Spitz and Charleen to discuss the transition and reorganization. Mr. Atkinson, with the assistance of Mr. Spitz, did submit three options for consideration: the first to retain independent Planning Department as it exists today, second to integrate the Department more fully into a Community Development Department, and third to consider a Regional Planning Department with the town of Chatham.

I do believe that the resources we currently dedicate for a Town Planner should be reconfigured to take into account that the actual duties currently consist of support to the Planning Board, planning support for zoning changes, regulatory reviews, Comprehensive Plan support and special projects which have included working on building revitalization of town assets and submission of various grants. Upon reflection, I would like to hopefully center our discussion on two options. The **first option** would be to continue Administration efforts to centralize Community Development efforts. Currently Community Development operates in five different areas: Building, Conservation, Engineering, Health and Planning primarily. We do not have a specific Community Development Director to oversee the efforts of these departments. It has been my intent since my arrival to work towards having more centralized control and coordination of these departments. I believe that having the current Assistant Town Administrator responsibilities include Community Development Director title and specifically to take on the role of Town Planner in addition. The Assistant Town Administrator position has been recently upgraded and I would not anticipate at this time that any additional salary adjustments would be necessary; as such, current duties would have to be adjusted to allow for additional time to be dedicated to Community Development and also resources be reallocated from the current salary of the Town Planner position into a full-time Assistant Town Planner who would perform the day-to-day functions of the Department such as those listed above. A second non-benefited part-time position of a confidential clerical nature would be

filled in Administration to perform some of the human resources functions and other administrative duties of staff to free up time for the Assistant Town Administrator to provide leadership and direction in a unified fashion to the five departments. This concept would envision completing reorganization with only minimal additional resources or ideally equal resources.

The **second option** would be to essentially maintain the status quo. The opportunity should be utilized to review the current job description and be sure to include elements such as grant writing, project management and special projects that have been performed by David.

I do believe that the recommendations above do take into account some of the thoughts and options for restructuring presented by David and Jim. I have not at this point had opportunity to have discussions with my counterpart in the town of Chatham to discuss any potential for a regional solution. I think this recommendation has some merit but I am not sure if the timing is right to be able to fully implement and vet out such an option in a timely fashion.

I do believe it is critical to have a discussion in regards to the current operation and its opportunity for improvement so that we can commence recruitment for a plan above. If the decision was made immediately it would still take time to complete an updated job description, advertisement and recruitment of a professional and adequate notice the professional to make the transition. In general, recruitments take 60 to 90 days to complete if straightforward. Therefore, I would implement effective July 1, 2016 that the Assistant Town Administrator will act as the Interim Town Planner until such time as the position or reorganization is fully implemented. The interim situation will create operational stress on Administration operational capabilities.

Options for Restructuring

Planning Function

Town of Harwich

Option 1 – Independent Planning Department (as exists today)

Structure: Independent Department as exists today answering to the Town Administrator

Staff: Town Planner (Senior Planner with Planning Degree, AICP Certification and at least 10 years experience)

Assistant Planner (Planning Degree and at least 5 years experience)

No Administrative Personnel – (Planners to do the administrative work)

Serves as staff to: Planning Board

Community Preservation Committee (assume \$25,000 CPC Funds)

Affordable Housing Committee

Function: Manages Comprehensive Planning Process

Staff to Planning Board for Regulatory Process

Manages the development of other Plans (ie: Community Preservation Plan, Housing Plan, Open Space and Recreation Plans) and assures compatibility with Comprehensive Plan.

Planning Support for Zoning Changes

Support for Implementation Efforts

Maintaining and Upgrading Planning Tools

Special Project to the Extent Time allows (e.g. Middle School, West Harwich Historic District)

Advantage: Easiest to Implement. Maintains and improves Status Quo.

Option 2 – Community Development Department

Structure: Community Development Department answering to the Town Administrator

Composed of: Planning Department
 Building Department
 Conservation Department
 Health Department

Staff: Community Development Director/Town Planner (Senior Planner with Planning Degree, AICP Certification and at least 10 years planning and Community Development experience)

Assistant Planner (Planning Degree and at least 5 years experience)

Building, Conservation and Health Departments staffed as exists today with the heads of those departments answering to the Community Development Director.

Administrative Staff maintained by sub-departments or pooled

Serves as staff to: Planning Board
 Community Preservation Committee (assume \$25,000 CPC Funds)
 Zoning Board of Appeals
 Conservation Commission
 Board of Health
 Historic Commission
 Affordable Housing Committee
 Real Estate and Open Space Committee

Planning Function:

Manages Comprehensive Planning Process

Staff to Planning Board for Regulatory Process

Manages the development of other Plans (ie: Community Preservation Plan, Housing Plan, Open Space and Recreation Plans) and assures compatibility with Comprehensive Plan.

Planning Support for Zoning Changes

Support for Implementation Efforts

Maintaining and Upgrading Planning Tools

Special Project to the Extent Time allows (ie: Middle School, West Harwich Historic District)

Functions of Building Department, Conservation Department and Health Department would remain as they are today.

Advantage: Improved coordination between town boards and departments dealing with the physical development of the town.

Option 3 – Regional Planning Department with the Town of Chatham

Structure: Needs Discussion with existing Chatham Planning Department

Staff: Senior Planner with Planning Degree, AICP Certification and at least 10 years experience to be added to Chatham Planning Department and supported by the Town of Harwich (pending additional discussions with Chatham Planning Department)

Serves as staff to: Harwich Planning Board (the Planning Boards of the two towns would have to remain independent)

Other Boards as deemed appropriate and agreed to by Chatham

Function: (to be discussed with Chatham)

Manages Comprehensive Planning Process

Staff to Planning Board for Regulatory Process

Manages the development of other Plans (ie: Community Preservation Plan, Housing Plan, Open Space and Recreation Plans) and assures compatibility with Comprehensive Plan.

Planning Support for Zoning Changes

Support for Implementation Efforts

Maintaining and Upgrading Planning Tools

Advantage: Most cost effective alternative

Ann Steidel

From: Christopher Clark
Sent: Thursday, June 16, 2016 8:07 PM
To: Ann Steidel; Sandy Robinson
Subject: FW: Representation of Barnstable County

A/S,

Please include in BOS information.

Chris

From: John Giorgio [mailto:JGiorgio@k-plaw.com]
Sent: Thursday, June 16, 2016 4:44 PM
To: Christopher Clark <cclark@town.harwich.ma.us>
Subject: Representation of Barnstable County

Dear Chris:

Recently I met with Jack Yunits, the newly appointed Barnstable County Administrator, and Mary McIsaac, Director of Finance/Treasurer, to discuss the provision of special counsel legal services by Kopelman and Paige to the County. One of the issues that the County needs some legal advice on is the negotiation of an updated administrative services agreement between the County and the Cape Light Compact that will more clearly define the administrative services provided by the County to the Compact in the areas of procurement, banking, and personnel administration.

Because each of the Towns where Kopelman and Paige serve as Town Counsel in Barnstable County are members of the Cape Light Compact pursuant to the "Sixth Amended and Restated Inter-Governmental Agreement of the Cape Light Compact," I believe that it is prudent to disclose to the Town of Harwich the facts and circumstances regarding this request for legal services from the County.

As you may know, the County has been providing certain administrative services to the Compact since its inception. I believe that both the County and the Compact have come to realize that the existing agreement needs to be clarified and strengthened to more clearly defines the roles and responsibilities of the Compact and the County with respect to administrative services. I would also note that both the original administrative services agreement and the proposed amendment that is presently under discussion make it clear that neither the County nor the Compact intend to expand on or alter any authority that the Compact, and by extension its members Towns, have under the Sixth Amendment to the Inter-governmental Agreement, and that the agreement itself makes clear that the provisions of the Sixth Amended Inter-governmental Agreement establishing the Compact takes precedence over any conflicting provisions in the administrative services agreement.

Based on the structure of the agreement and the stated goals of both the Compact and the County, it does not appear than any of our existing municipal clients who are members of the Compact have an interest that is adverse to the County with regard to the negotiation of the amendment to the administrative services agreement. of course, should such an adverse interest become evident in the future, the firm would cease to represent the County on this particular matter.

If you have any questions or concerns whatsoever, please do not hesitate to let me know.

John

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1. Petition Articles:

- #51 Ginger Plum Lane Reconstruction – John McQuade
- #52 Chase/Harwich Port Libraries – Carol Nickerson
- #53 Promote the Town of Harwich – Jeremy Gingras
- #54 Cultural Council Annual Allocation -
- #55 Establish a Charter Enforcement Commission – Sandy Hall
- #56 Demolition of Residential Buildings Bylaw – Duncan Berry

The noted individuals spoke in support of their proposed petition articles. No one was present to speak on Article #54.

2. #45 Door to Door Sales Bylaw – Town Counsel Feedback

Chief Guillemette reported that this is the revised article which was reviewed by Town Counsel. He noted that some language was added and some was tightened up to align with what the Attorney General was looking for. He noted that there was a change in the ending hour from 7:00 p.m. to 9:00 p.m. and there is case law to support that. He also introduced a graduated fine schedule rather than a flat fine and added that exemptions include not-for-profit and religious organizations. Ms. Cebula recommended advertising the fact that these solicitors need to be permitted and also to explain the by-law on Channel 18.

3. #62 Prior Year's Unpaid Bills - Per MGL Ch. 41, Section 100b – retired firefighter medical expense indemnification

Mr. Clark outlined the article. No action was taken.

B. Review of Special Town Meeting Articles and Draft Ballot – *discussion & possible vote*

Mr. Clark outlined the articles on the Special Town Meeting Warrant. The Board agreed to put the Inter-Municipal Agreement with Chatham on the next agenda.

(C) Administrator/Selectmen Communication Memo – *discussion*

Mr. Clark reviewed his letter dated March 11, 2016 regarding Administrator/Board of Selectmen Communication. The consensus of the Board was that they liked the idea of the Action Item Register as recommended by Chairman Hughes. It was further agreed to wait until after Town Meeting to institute the use of the register. Ms. Greenhalgh agreed to maintain it.

Mr. MacAskill reported that he had requested 5 documents from support staff and it was recommended by Ms. Greenhalgh via email that it go on the register. He questioned if he is not supposed to make such requests of staff or should he be going to Mr. Clark or Ms. Greenhalgh. Chairman Hughes clarified that the register is for things the Board wants to get done. He also questioned the intent of the request and if there is a justification for it and Mr. MacAskill responded that it is a public document. Chairman Hughes stated that he shouldn't expect staff to drop everything and Mr. MacAskill agreed. Chairman Hughes further stated that he should ask staff when they can get it done as their work has to go in some order.

Mr. MacAskill reiterated his question and directed it at Mr. Clark, is it appropriate to ask staff for something not pertaining to day to day procedures or does it have to be put on the action list. Mr. Clark responded that a simple request for information is not a problem if it pertains to the Selectmen's meeting and suggested that he and Ms. Greenhalgh be copied on the request. He further noted that there were 2 requests for a detailed comprehensive report on the CVEC process which will take a couple of days and these types of request eat up staff time. He requested a sense from the Board on how they want to prioritize. He commented that 5 pieces of paper is not that big of a deal. Chairman Hughes stated that if staff thinks something is going to take an inordinate amount of time they should come to Mr. Clark. Mr. MacAskill clarified that the CVEC request was not from him but rather it was from the entire Board. He added that the Chair said he should send in his questions and that he has no interest in getting involved in the day to day operations. He again asked for clarification on what he is not supposed to ask for.

Mr. Clark stated that during the discussion about his performance there were issues that he is not responsive enough so he is looking at better ways to operate to be more responsive and that is what this memo is. He said that if a Board member has an issue that is imminent they can call him. He again stressed the need to prioritize work but noted that he is not talking about things we can knock off in 2 or 3 minutes. Chairman Hughes stated that without some priorities staff is going to get confused. Ms. Cebula suggested asking for files and reading through them when looking for information as she finds this helpful. Mr. MacAskill stated that references that Mr. Clark made in The Chronicle are not substantiated. Mr. MacAskill again asked if asking staff for documents is considered day to day interference. Mr. Clark said that if it is a straightforward request there is no problem getting him the information. Chairman Hughes said it is fine for individuals to make those kinds of requests and it's good to tell the staff to push back and say they don't have it or it's going to take a lot of work and if it becomes something that takes too long it should be brought to the Board. Ms. Greenhalgh stated to Mr. MacAskill that the reason he got an email from her is that Ms. Robinson sent it to her saying what do you want me to do with this. Mr. MacAskill stated that if the Town Administrator has a problem with any one of them, he should bring to this table and say it rather than have it be in the newspaper without any actual allegation. The Board agreed to use the Action Item Register document for tracking purposes and start after Town Meeting and again Ms. Greenhalgh agreed to keep up the list. Chairman Hughes said it should be in the packet every week. Mr. Clark and Mr. MacAskill agreed to meet to discuss the CVEC agreement and solar field revenues and bring back to Board.

D. Route 6 Exit Sign Replacement – *discussion & possible vote*

Chairman Hughes noted that this item is about renumbering the exits on Route 6. Mr. Clark reported that there has not been a public hearing on this yet and that Mr. LaMantia sent an email indicating that he didn't have much issue with the exit signs but was very opposed to big signs over the roadway as they would take away from the historic character of the Cape. Chairman Hughes suggested that the Board draft a letter to MassDOT expressing discontent with this concept. It was agreed to bring back a draft letter next week. The Board took comments from Mr. Gingras, Ms. Hall and Mr. DeCosta.

TOWN ADMINISTRATOR'S REPORT