

SELECTMEN'S MEETING AGENDA*

Griffin Room, Town Hall

Regular Meeting 6:30 P.M.

Monday, June 8, 2015

I. **CALL TO ORDER**

II. **PLEDGE OF ALLEGIANCE**

III. **WEEKLY BRIEFING**

IV. **PUBLIC COMMENT/ANNOUNCEMENTS**

V. **CONSENT AGENDA**

- A. Vote to accept the resignation of Bill Lean from the Middle School Repurpose Committee
- B. Vote to approve application for renewal of Junk Dealer license by Monahan & Co.
- C. Vote to accept a check from the Cape Cod Five in the amount of \$250 for the Friends of the Harwich Bikeways Committee to be used to allay expenses for their Bike Rodeo event to promote bicycle safety
- D. Vote to appoint Mark Polselli as Part-Time Health Inspector

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

VII. **OLD BUSINESS**

- A. Assistant Town Administrator job description – *discussion and possible vote*
- B. South Harwich Meeting House Agreement status – *discussion and possible vote*
- C. Police Chief Selection update – *discussion and possible vote*
- D. Wastewater Moment - Harwich/Chatham Wastewater Meeting update – *discussion and possible vote*

VIII. **NEW BUSINESS**

- A. Reallocation of space at the Albro House for Engineering Department – *discussion and possible vote*
- B. Responsibilities of Selectmen and Town Administrator – *discussion and possible vote*

IX. **TOWN ADMINISTRATOR'S REPORT**

- A. Middle School – FY 15 Insurance Premium Breakdown – *discussion and possible vote*

X. **SELECTMEN'S REPORT**

- A. Selectmen's FY 16 Goals and Objectives – *discussion and possible vote*
- B. Committee/Board/Commission Liaisons – *discussion and possible vote*

XI. **EXECUTIVE SESSION** – Pursuant to M.G.L. Ch. 30 A, Section 21(2) to conduct strategy sessions in preparation for negotiations with nonunion personnel or to conduct collective bargaining sessions or contract negotiations with non-union personnel – Police Chief recruitment. (Executive Session will be held if needed)

XII. **ADJOURNMENT**

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

Authorized Posting Officer:

Posted by: _____
Town Clerk

Sandra Robinson, Admin. Secretary

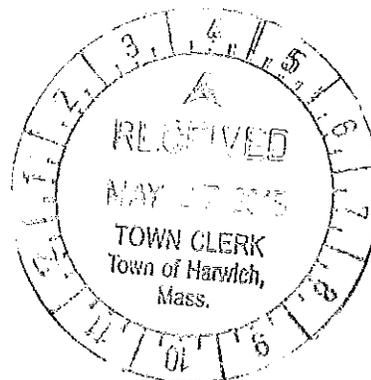
Date: _____
June 4, 2015

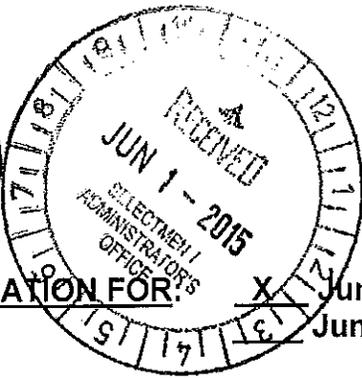
Subj: Harwich Middle School Repurposing Committee
Date: 5/20/2015 12:24:59 P.M. Eastern Daylight Time
From: WLean60964@aol.com
To: broph1234@yahoo.com
CC: dspitz@town.harwich.ma.us

Good afternoon Mr. Chairman:

By this email I am confirming my resignation from this Committee effective immediately. Under normal circumstances this type of effort is challenging, but the conflicting objectives of some of the Members, together with the resolute objections of a small but highly committed and vocal group of abutters, made any reasonable result unattainable from the beginning.

Sincerely, BILL LEAN





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

APPLICATION FOR: Junk Dealer (\$35) Hawkers & Peddlers (\$60)
 Junk Collector (\$35) Transient Vendor (\$250)

Fee: \$ _____ New application _____ Renewal

In accordance with the provisions of the Statute relating thereto, application for the above-referenced is hereby made by:

Business Name Dr. J.B. O'Neill Inc. d/b/a Monahan & Co. Phone 432-3302

Business Address 540 Route 28, Harwich Port

Mailing Address P.O. Box 498, Harwich Port MA 02646

Email Address MIKE@MONAHANJEWELERS.COM

Name of Owner Michael O'Neill Monahan

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

MICHAEL O'NEILL MONAHAN (All)

Note: Application for Transient Vendors License will be processed only to those persons who hold a Transient Vendor's License issued by the Commonwealth pursuant to the General Laws, Chapter 101, Section 3. The fee for such license shall be \$250.00, which shall be paid in cash, bank, certified check or postal money order and shall accompany the application.

Michael O'Neill Monahan Pres.
 Signature of applicant & title

043-32-4057
 _____ or Federal I.D. #

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

DR. J.B. O'NEILL INC. MONAHAN & CO
 Signature of individual or corporate name

By Michael O'Neill Monahan Pres.
 Corporate officer (if applicable)

REGULATORY COMPLIANCE FORM

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

na
 Building Commissioner

na
 Board of Health

James Clark
OK per Fire Dept
 Fire Department

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

Taxes + Water up to date.

Bike Rodeo

Bike Safety Inspection and Skills Course

Non-competitive fun for bicyclists ages 6-12

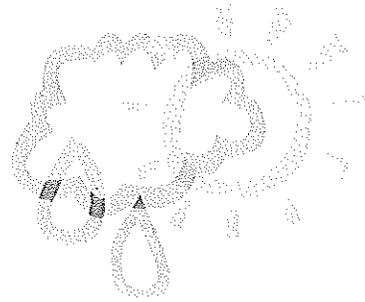


Date: June 6, 2015 Time: 11:00am—1:00pm

Location: Harwich Community Center
100 Oak Street
Harwich

Sponsored by:

- ★ Harwich Bikeways Committee
- ★ Harwich Police
- ★ Dennis Cycle Center
- ★ Stop & Shop East Harwich
- ★ Kiwanis



Rain or Shine

Free Hot Dogs

Provided by Stop & Shop East Harwich

Free T-Shirts





PO Box 10
19 West Road
Orleans, MA 02653

VOID AFTER ONE YEAR

53-7107
2113

147853

DATE
5/21/2015

AMOUNT
250.00

TO THE ORDER OF Friends of Harwich Bikeways Committee
PAY Two Hundred Fifty and 00/100

TOH Selectmens Office
Attn: Sandy Robinson
732 Main St
Harwich, MA 02645



SECOND SIGNATURE LINE REQUIRED \$100,000 OR MORE

AUTHORIZED SIGNATURE

⑈ 147853 ⑈ ⑆ 211371078 ⑆ 88 ⑈ 490003 ⑈ 6 ⑈

Cape Cod Five Cents Savings Bank

Friends of Harwich Bikeways Committee

1940

147853

05/21/2015

Document Date	Document Number	Description	Base Amount	Net Amount
3/19/2015	03/19/15	Bike Rodeo	\$250.00	\$250.00
Total			\$250.00	\$250.00

BIKEWAY COMMITTEE

March 19, 2015

Wil Rhymer
Cape Cod Five Cents Savings Bank
532 Main Street (Route 28)
Harwich Port, MA 02646

Wil,

First, I would like to thank you and the Cape Cod Five Cents Savings Bank for your support for the 2015 Harwich Bike Safety Rodeo.

The Rodeo is an event that brings elementary school children together in a fun filled environment with bicycle riding challenges that are designed to teach basic safety skills and practices. Before participating in the rodeo bike mechanics perform bike inspections and make minor adjustments. The Kiwanis of Lower Cape Cod provide bike helmets to kids that don't have this vital safety item.

The Harwich Police Department conducts a briefing to riders on safe riding. Officers on bikes next join the kids on a maze of eight bike riding challenges each designed to teach an important and, perhaps, life saving lesson.

At the end of the rodeo we distribute tee shirts and certificates to the participants and we all enjoy refreshments provided by the Harwich Stop and Shop.

The Harwich Bike Commission and the children thank you for your commitment of \$250.

Please make the check out to: Friends of Harwich Bikeways Committee.

Mail to: TOH Selectmens Office
Attn: Sandy Robinson
732 Main St
Harwich, MA 02645

Sincerely,
Len Sarver
Harwich Bikeways Committee

Del 3/20/15 To Wil Rhymer

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Christopher Clark, *Town Administrator*

732 MAIN STREET, HARWICH, MA 02645



June 3, 2015

Mark Polselli
P.O. Box 1288
Eastham, MA 02642

Dear Mr. Polselli:

We would like to offer you the position of Part-Time Health Inspector for the Town of Harwich. I look forward to your positive contributions to our community.

This conditional offer letter confirms our understanding of your pre-employment terms with the Town.

- Pursuant to the Town Charter the Town Administrator makes the appointment for this position subject to confirmation by the Board of Selectmen. Your name has been put forth for confirmation. Successful confirmation will be needed to finalize appointment.
- The Town will arrange for a Pre-Employment Physical and Drug Test that must be successfully completed.
- Your employment is contingent upon a successful background and C.O.R.I. check.

Please read the letter and confirm your understanding of the terms of your employment by signing the bottom of the letter and returning a copy to us for your personnel file.

Your position title will be Part-Time Health Inspector and your starting date is June 16, 2015. This position is included in the Harwich Employees Association contract and your employment is subject to the rights and obligations included in the contract, which is enclosed. Your starting salary will be \$28.64 per hour (Grade 10, Step 3). You will receive a 2% COLA increase on July 1, 2015.

Again, we are delighted that you are joining the Town's professional staff. Please feel free to contact me if you have any questions prior to beginning work.

Sincerely,

Christopher Clark
Town Administrator

Attachment

Mark Polselli

Date

CC: Board of Selectmen
Town Accountant
Health Director

Town Treasurer
IT Director

TOWN OF HARWICH, MASSACHUSETTS
ASSISTANT TOWN ADMINISTRATOR

DEFINITION

The Assistant Town Administrator assists the Town Administrator with professional administrative and the daily operations of the town; responsibilities include management, personnel 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.

Exercises considerable independent 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, and provides guidance to oversees, and sets annual goals and evaluates performance for the Community Development and Community Services department heads and staff, which currently are inclusive of the following departments: Health, Building, Conservation, Planning, Engineering, Council on Aging, Emergency Management, Community Center, Town Counselor, Channel 18, Computer, 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 an in absence of Town Administrator; Liaisons with Brooks Library and provides information and assistance to town committees.

Oversees 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/participates in 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.

~~Serves as Americans with Disabilities Act (ADA) Coordinator for compliance with Title II, to provide reasonable accommodations to persons with disabilities and to investigate complaints.~~

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. ~~assists with preparation of Town Meeting articles and warrants, and coordinates production of Annual Town Reports.~~

~~Conducts hearings related to public property, including poles, roads and utilities.~~

~~Oversees building, utility and other town property maintenance; monitors budgets.~~

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, ~~developing agenda~~, 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, ~~and~~ conducting research, and project development and management.

Acts as the Town Administrator in his or her absence.

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

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 independently 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 a number approximately thirteen (13) of Town Administrator as currently or maybe assigned Community Development and Community Services Department Heads and ~~coordinates~~ manages the work of ~~other 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.

~~Errors could result in delay or loss of service, monetary loss, damage and damage to town property and legal~~

repercussions.

RECOMMENDED MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE

Bachelor's Degree in public administration or a related field; Master's Degree preferred; ~~five to seven~~ **three** years of administrative experience, including municipal management experience; 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 prioritize tasks and work independently; ability to manage multiple projects simultaneously.

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

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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.

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OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Christopher Clark, *Town Administrator*

732 MAIN STREET, HARWICH, MA



To: Judy Ford

From: Christopher Clark, Town Administrator

Re: Status Report on 270 Chatham Rd Project.

Date: June 3, 2015

The Board of Selectmen has requested that I ask you to provide during your status report on 270 Chatham Rd. project, an overview of the work that still needs to be done on the project as well as an estimated timeline for when those items are anticipated to be complete. The Board also seeks some sense of your fundraising and current financial status in which to meet the project elements that still need to be completed. This project has been not only a long time in development but also in construction. I believe the Board is seeking a more detailed sense for the additional length of time needed. I do wish to offer the services of the Town through our Town Engineer to assist in the completion of this important project. The Board has tentatively set June 29, 2015 as the date for your status report. The Board has previously approved the License Agreement between the Town and the Friends of the South Harwich Meetinghouse Inc. to complete this project that will now require an additional extension from the original License Agreement dated November 7, 2013. The current License Agreement expires on June 30, 2015 and the Board is seeking additional information to decide on an appropriate amount of time for an additional extension.

The Board's work has included the concept of transitioning from a License Agreement to be in place during construction to a Building Use Agreement to determine the scope and future use of the completed site by the Friends of the South Harwich Meetinghouse. I believe it may be helpful upon your return from vacation to meet with myself and the Town Engineer, as well as the Building Commissioner, to attempt to put together a more detailed timeline to effectuate the transition from License Agreement to Building Use Agreement. Please contact the office to arrange for this session prior to the June 29, 2015 presentation to the Selectmen. I have enclosed for your convenience file materials related to the draft Building Use Agreement and the License Agreement currently in effect.

Thank you for your continuing efforts on this project and let's attempt to find a way to bring it to its conclusion.

Cc: Robert Cafarelli, Town Engineer
Board of Selectmen

*Chris Draft Use Agreement
SH Mtg. House*

BUILDING USE AGREEMENT

This Agreement is made and executed on _____, 2013, by and between the Town of Harwich, a municipal corporation in the Commonwealth of Massachusetts, acting by and through its Board of Selectmen, having an address of 732 Main Street, Harwich, Massachusetts, 02645, referred to as "Town," and The Friends of the South Harwich Meetinghouse, Inc., a tax exempt 501 (c)(3), organized and existing under the laws of the Commonwealth of Massachusetts, having an address of P.O. Box 786 Harwich, MA, referred to as "Lessee."

WHEREAS, Town is the owner of a parcel of land, containing a building thereon, collectively known as the Premises, described at Exhibit A, attached hereto, and incorporated herein;

WHEREAS, the Town has determined that the use of the Premise is to accommodate arts, cultural, historical and educational uses;

WHEREAS, the Town has authorized the Board of Selectmen to enter into use agreements as part of the Harwich Town Charter, on such terms and conditions as it shall deem appropriate;

WHEREAS, on November 4, 2013, the Town entered into a license agreement with the Lessee, a copy of which is attached hereto as Exhibit B and incorporated herein,
;

WHEREAS, The Friends of the South Harwich Meetinghouse Inc. submitted a proposal to continue to oversee the building, in accordance with a draft agreement, a copy of which is attached hereto as Exhibit C and incorporated herein, agreeing to develop the Premises for arts, cultural, historical and educational uses;

and

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, and other good and valuable consideration each to the other paid, receipt of which is hereby acknowledged, the parties hereby agree as follows:

SECTION ONE

DEMISE; DESCRIPTION OF THE PREMISES; PERMITTED USES

Town Agreements to Lessee and Lessee Agreements from Town, the Premise, for the purpose of the development of arts, cultural, historical and educational purposes in accordance with the provisions of this document, and for no other purpose. (See attached Agreement Area map)

SECTION TWO

TERM

The term of this Agreement shall be for Three (3) years, commencing on July 1, 2014, and ending on June 30, 2017 (the "Term").

On the first Town business day in January preceding the expiration date of the Agreement, the Town Administrator's Office will make recommendations to the Board of Selectmen for any additional extension requests. At the expiration of the three year period, or of a shorter period if the lessee does not exercise its right to request an extension of its Agreement, the Town Administrator's Office shall publicly re-advertise and re-bid a Request for Proposals to Agreement the building in accordance with then applicable laws.

SECTION THREE

RENT and OTHER CONSIDERATIONS

The rent shall be as set out in Exhibit A, attached hereto, and incorporated herein. In addition, the Lessee shall pay for the Town's cost of providing Property and Casualty Insurance, and other insurances listed in Section Twenty-Two. The Lessee shall rent the building through the Town Scheduling software and funds from said rental shall be turned over to the Town Revolving Fund for the South Harwich Meetinghouse.

SECTION FOUR

WARRANTIES OF TITLE AND QUIET POSSESSION

Town covenants that Town is seized of the Premises in fee simple and has full right to make and enter into this Agreement and that Lessee shall have quiet and peaceable possession of the Premises during the Term of this Agreement.

Notwithstanding the foregoing, Lessee acknowledges that it has entered into an Agreement for the use of the Premises, and agrees to develop the Premises in accordance with Section Six below, including, without limitation, any encumbrances, subsurface conditions, existing structures thereon, the presence of any asbestos or other Hazardous Materials (as defined in Section Thirty below), located on, in or under the Premises, and regulations affecting the Premises, and accepts the Premises in the same condition in which they or any part thereof now are, and except as otherwise provided in this Agreement, waives all rights to object to the condition thereof and assumes all risks in connection therewith, without any representation or warranty, express or implied, in fact or in law, on the part of the Town, without recourse to the Town.

SECTION FIVE

USE POLICY

The Lessee shall develop a use policy for the premises and submit that policy to the Harwich Board of Selectmen for approval. The Use Policy shall be similar to the general use policy used at the Harwich Community Center (copy attached) Exhibit E.

SECTION SIX

ANNUAL REPORTS

The Lessee shall submit an annual report to the Board of Selectmen and appear before the Selectmen at a regular meeting once per year to make a public report on the status of the building and the activities which have occurred over the past year

SECTION SEVEN

WASTE AND NUISANCE PROHIBITED

Throughout the Term of this Agreement, Lessee shall comply, at its sole cost and expense, with all applicable federal, state and local laws, ordinances, orders, rules, regulations, and requirements affecting the Premises. Lessee shall not commit, or suffer to be committed, any waste on the Premises, or any nuisance.

SECTION EIGHT

ABANDONMENT OF PREMISES

Lessee shall not vacate or abandon the Premises at any time during the Term of this Agreement. If Lessee abandons, vacates, or surrenders the Premises, or is dispossessed by process of law, or otherwise, the Town shall have the right to terminate the Agreement and recover exclusive possession of the Premises by thirty (30) days' written notice to Lessee, and any property belonging to and left on the Premises shall be deemed to be abandoned.

The Town shall have the right to terminate the Agreement and recover exclusive possession of the Premises by written notice to Lessee. In the event the Town exercises its right to terminate the Agreement under this Section Eight, the Agreement shall terminate as of the date that is sixty (60) days after the date of the Town's notice to Lessee thereof, and Lessee's liability with respect to the Agreement shall terminate as of such date,

SECTION NINE

TOWN'S RIGHT OF ENTRY

Lessee shall permit Town and the agents and employees of Town to enter into and on the Premises at all reasonable times for the purpose of inspecting the Premises.

SECTION TEN

ENCUMBRANCE OF LESSEE'S LEASEHOLD INTEREST

Documents to Town. Notwithstanding anything to the contrary contained herein, Lessee shall use its best efforts to deliver to the Town any document Town is required or requested to execute hereunder not less than thirty (30) days from the date such document is required or requested to be executed by Town.

SECTION ELEVEN

SUBLETTING AND ASSIGNMENT

Except for Agreements, rental agreements, tenancies at will and any other agreements relating to the rental or occupancy of the Building set forth in Section Five herein, Lessee may not sublet the Premises or assign the Agreement in whole or in part without Town's consent, which consent may not be unreasonably denied or delayed, and the making of any sub-agreement or assignment shall not release from, or otherwise affect in any manner, any of Lessee's obligations under this Agreement. Neither this Agreement nor the leasehold estate of Lessee nor any interest of Lessee under this Agreement in the Premises or any buildings or improvements on the Premises shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatever. Any such attempted involuntary assignment, transfer, or sale shall be void and of no effect and shall, at the option of Town, terminate this Agreement.

SECTION TWELVE

NOTICES

A. All notices, demands, or other writings in this Agreement provided to be given or made or sent, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, registered and postage prepaid, and addressed as follows:

To Town: Town of Harwich
732 Main Street
Harwich, MA 02645
Attention: Town Administrator

To Lessee: Friends of the South Harwich Meetinghouse, Inc.
P.O. Box 786
Harwich, MA 02645
Attention: Judith A. Ford, President

B. The address to which any notice, demand, or other writing may be given or made or sent to any party as above provided may be changed by written notice given by the party as above provided.

SECTION THIRTEEN

TAXES AND ASSESSMENTS

A. Taxes as Additional Rental. As additional rental under this Agreement, Lessee shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, rates, charges, license fees, municipal liens, levies, excises, or imposts, whether general or special, or ordinary or extraordinary, of every name, nature, and kind whatever, including all governmental charges of whatever name, nature, or kind, which may be levied, assessed, charged, or imposed, or which may become a lien or charge on or against the Premises and the personal property located thereon, during the entire term of this Agreement.

B. Contesting Taxes. If Lessee shall in good faith desire to contest the validity or amount of any tax, assessment, levy, or other governmental charge agreed in this section to be paid by Lessee, Lessee shall be permitted to do so, and to defer payment of such tax or charge, the validity or amount of which Lessee is so contesting, until final determination of the contest.

SECTION FIFTEEN

REPAIRS AND CONSTRUCTION OF IMPROVEMENTS

A. Maintenance of Improvements. Lessee shall, throughout the Term of this Agreement, at its own cost, and without any expense to Town, keep and maintain the Premises, including all buildings and improvements of every kind that may be a part of the Premises, and all appurtenances to the Premises in good, sanitary, and neat order, condition and repair, and, except as specifically provided in this Agreement, restore and rehabilitate any improvements of any kind that may be destroyed or damaged by fire, casualty, or any other cause whatever.

B. Obligation by Town to Make Improvements. The Town is committed to maintaining the historic façade of the building and shall insure that the Lessee maintains the character of the building.

C. Lessee's Compliance With Laws. Lessee shall also comply with and abide by all federal, state, county, municipal, and other governmental statutes, ordinances, laws, and regulations affecting the Premises, the improvements on or any activity or condition on or in the Premises.

D. Damage to and Destruction of Improvements. The damage, destruction, or partial destruction of any building or other improvement on the Premises shall not release Lessee from any obligation under this Agreement, except as expressly provided below. Without limiting the obligations of Lessee, it is agreed that the proceeds of any insurance covering damage or destruction shall be made available to Lessee for repair or replacement.

E. The Lessee will be responsible for the maintenance of the septic system in the existing building

SECTION SIXTEEN

UTILITIES

Lessee shall fully and promptly pay for all water, gas, heat, light, power, telephone service, alarm systems and other public utilities of every kind furnished to the Premises throughout the Term of this Agreement, and all other costs and expenses of every kind whatever of or in connection with the use, operation, and maintenance of the Premises and all activities conducted on the Premises, and Town shall have no responsibility of any kind for any such utilities.

SECTION SEVENTEEN

LIENS

Lessee shall keep all and every part of the Premises and all buildings and other improvements at any time located on the Premises free and clear of any and all mechanics', material suppliers', and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of Lessee, any alteration, improvement, or repairs or additions that Lessee may make or permit or cause to be made, or any work or construction, by, for, or permitted by Lessee on or about the Premises, or any obligations of any kind incurred by Lessee, and at all times promptly and fully to pay and discharge any and all claims on which any such lien may or could be based, and to indemnify Town and all of the Premises and all buildings and improvements on the Premises from and against any and all such liens and claims of liens and suits or other proceedings pertaining to the Premises.

SECTION EIGHTEEN

LESSEE INDEMNIFICATION AND HOLD HARMLESS OF TOWN

Lessee shall hold Town harmless for any loss, injury, death, or damage to persons or property that at any time may be suffered or sustained by Lessee or by any person who may at any time be using or occupying or visiting the Premises or be in, on, or about the Premises, whether the loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Lessee or of any occupant, sublessee, visitor, or user of any portion of the Premises, or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things above set forth. Lessee shall indemnify Town against any and all claims, liability, loss, or damage whatever (including without limitation attorneys' and experts' fees) on account of any such loss, injury, death, or damage. Lessee waives all claims against Town for damages to the buildings and improvements that are now on or hereafter placed or built on the Premises and to the property of Lessee in, on, or about the Premises, and for injuries to persons or property in or about the Premises, from any cause arising at any time. The two preceding sentences shall not apply to loss, injury, death, or damage arising by reason of the gross negligence or willful misconduct of Town, its agents, or employees.

Lessee further acknowledges that Town shall have no responsibility for Hazardous Materials, as that term is defined in Section Thirty, on, in, under or emitting from the Premises or for any other condition or defect on the Premises and the Lessee agrees to hold the Town harmless from and to indemnify the Town from and against any and all claims, liability, loss, or damage whatever (including without limitation attorneys' and experts' fees and expenses, clean-up costs, waste disposal costs, penalties and fines) on account of any loss, injury, death, or damage, arising therefrom, including but not limited to that arising from any violation or alleged violation of the environmental laws as defined in Section Thirty.

The provisions of this section shall survive termination of the Agreement.

SECTION NINETEEN

ATTORNEY FEES

If any action at law or in equity shall be brought to recover any rent under this Agreement, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of this Agreement, or for the recovery of the possession of the Premises, the Town, provided it prevails, shall be entitled to recover from the Lessee as part of its costs, reasonable attorney fees, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

SECTION TWENTY

REDELIVERY OF PREMISES

Lessee shall pay the rent and all other sums required to be paid by Lessee under this agreement in the amounts, at the times, and in the manner provided in this Agreement, and shall keep and perform all the terms and conditions on its part to be kept and performed hereunder. At the expiration or earlier termination of this Agreement, Lessee shall peaceably and quietly quit and surrender to Town the Premises, including such improvements Lessee elects not to retain and remove from the Premises, as provided, below, without delay and in good order and condition subject to the other provisions of this agreement. In the event of the nonperformance by Lessee of any of the covenants of Lessee undertaken in this agreement, this agreement may be terminated as provided elsewhere in this instrument. The Premises shall be surrendered free and clear of all liens and encumbrances other than those existing at the commencement of the agreement, and shall be surrendered without any payment by the Town on account of improvements remaining at the Premises. Upon or at any time after the expiration or earlier termination of this agreement, the Town shall have, hold and enjoy the Premises and the right to receive all income from the same. Lessee may remove all improvements from the Premises, with the exception of the Buildings, within thirty (30) days after the termination of this Agreement, provided, however, Lessee shall repair at Lessee's sole cost any damage to the Premises caused by such removal.

SECTION TWENTY-ONE

REMEDIES CUMULATIVE

All remedies conferred on Town in this Agreement shall be deemed cumulative and no one shall be exclusive of the other, or of any other remedy conferred by law.

SECTION TWENTY-TWO

INSURANCE

A. Insurance Coverage of Premises. Lessee shall, at all times during the Term of this Agreement and at Lessee's sole expense, keep all improvements that are now or hereafter a part of the Premises insured against loss or damage by fire and the extended coverage hazards for 100% of the full replacement value of the improvements, with loss payable to Town and Lessee as their interests may appear. Any loss adjustment shall require the written consent of both Town and Lessee.

B. Personal Injury Liability Insurance. Lessee shall maintain in effect throughout the Term of this Agreement personal injury liability insurance covering the

Premises and its appurtenances and the sidewalks fronting on them in the amount of \$1,000,000 for injury to or death of any one person, and \$2,000,000 for injury to or death of any number of persons in one occurrence, and property damage liability insurance in the amount of \$1,000,000 and insurance on all boilers and other pressure vessels, fired or unfired and replacement cost of the building, in the sum of \$1,000,000 in any one occurrence or \$2,000,000 in General Aggregate . Such insurance shall specifically insure Lessee against all liability assumed by it under this Agreement, as well as liability imposed by law, and shall insure both Town and Lessee but shall be so endorsed as to create the same liability on the part of the insurer as though separate policies had been written for Town and Lessee.

C. Town's Right to Pay Premiums. All of the policies of insurance referred to in this section shall be written in a form satisfactory to Town and by insurance companies satisfactory to Town. Lessee shall pay all of the premiums for insurance and deliver policies, or certificates of policies, to Town. In the event of the failure of Lessee, either to effect insurance in the names called for in this Agreement or to pay the premiums for the insurance or to deliver the policies, or certificates of the policies, to Town, Town shall be entitled, but shall have no obligation, to effect such insurance and pay the premiums for the insurance, which premiums shall be repayable to Town. Failure to repay the same shall carry with it the same consequence as failure to pay rent. Each insurer mentioned in this section shall agree, by endorsement on the policy or policies issued by it, or by independent instrument furnished to Town, that it will give to Town thirty (30) days' written notice before the policy or policies in question shall be altered or canceled. Town agrees that it will not unreasonably withhold its approval as to the form or to the insurance companies selected by Lessee.

D. Definition of Full Replacement Value. The term "full replacement value" of improvements as used in this Agreement shall mean the actual replacement cost of the improvements from time to time less exclusions provided in the normal fire insurance policy. In the event either party believes that the full replacement value (that is to say, the then replacement cost less exclusions) has increased or decreased, it shall have the right, but, except as provided below, only at intervals of not less than five (5) years, to have such full replacement value re-determined by the insurance company which is then carrying the largest amount of insurance carried on the Premises (referred to as "Impartial Appraiser"). The party desiring to have the full replacement value so re-determined by the Impartial Appraiser shall promptly on submission of the determination to the Impartial Appraiser give written notice of the submission to the other party to this Agreement. The determination of the Impartial Appraiser shall be final and binding on the parties to this Agreement, and Lessee shall promptly increase (or may decrease) the amount of the insurance carried pursuant to this section as the case may be to the amount so determined by the Impartial Appraiser. The determination shall be binding for a period of five (5) years, and thereafter until superseded by agreement between the parties to this Agreement or by a subsequent redetermination by an Impartial Appraiser. Lessee shall pay the fee, if any, of the Impartial Appraiser unless Town requests appraisal at an interval less than the five (5) year interval provided for herein, or in circumstances not provided for in this section. If during any such five-year period, Lessee shall have made improvements to the Premises, Town may have such full replacement value re-determined at any time after the improvements are made, regardless of when the full

replacement value was last determined. Notwithstanding this provision, the Town may require the Lessee to re-determine the full replacement value upon receipt of a certificate of occupancy allowing the Agreement of one or more of the dwelling units or all or any portion of the community use space. The Lessee shall be responsible for all costs and expenses associated with this re-determination.

E. Adjustment of Coverage. In the event that either party shall at any time deem the limits of the personal injury or property damage public liability insurance then carried to be either excessive or insufficient, the parties shall agree on the proper and reasonable limits for insurance then to be carried. Insurance shall thereafter be carried with the limits thus agreed on until further change pursuant to the provisions of this section

F. Blanket Insurance Policies. Notwithstanding anything to the contrary contained in this section, Lessee's obligations to carry the insurance provided for in this section may be brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by Lessee. However, the coverage afforded Town shall not be reduced or diminished or otherwise be different from that which would have existed under a separate policy meeting all other requirements of this Agreement by reason of the use of the blanket policy of insurance.

G. Insurance Deemed Additional Rent. The cost of insurance required to be carried by Lessee in this section shall be deemed to be additional rent under this Agreement.

H. Builder's Risk. During the period of any construction or structural alteration of the Premises or the construction of the initial improvements, Lessee shall also keep in full force and effect, at its sole cost and expense, "Builder's All Risk" insurance against loss or damage on a completed value non-reporting basis from such hazards and in such amounts as the Town may reasonably require.

I. Insurance Carried by Contractors. During the period of any construction or structural alteration of the Premises or the construction of the initial improvements, Lessee shall also require the construction manager and/or general contractor for the work to maintain (i) for the benefit of Lessee and the Town, as additional insured, commercial general liability insurance, including products and completed operations coverage, against any claims for personal injury, death and property damage occurring upon, in or about the Premises and on, in and about the adjoining sidewalks and passageways during the construction of the work for at least \$10,000,000 combined single limit; (ii) worker's compensation in amounts required by state statute; (iii) employer's liability insurance with limits of not less than \$1,000,000; and (iv) automobile liability insurance, including the ownership, maintenance and operation of any automotive equipment, owned, hired or non-owned, in an amount not less than \$1,000,000 combined single limit.

J. Certificate of Insurance. Upon execution of this Agreement and prior to taking possession of the Premises, the Lessee shall provide the Town with evidence of the required insurance by way of an insurance binder or a certificate of insurance.

SECTION TWENTY-THREE

PROHIBITION OF INVOLUNTARY ASSIGNMENT; EFFECT OF BANKRUPTCY OR INSOLVENCY

A. Prohibition of Involuntary Assignment. Neither this Agreement nor the leasehold estate of Lessee nor any interest of Lessee under this Agreement in the Premises or in the buildings or improvements on the Premises shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatever (except through statutory merger or consolidation, or devise, or intestate succession); any attempt at involuntary assignment, transfer, or sale shall be void and of no effect.

B. Effect of Bankruptcy. Without limiting the generality of the provisions of the preceding Paragraph A of this section, Lessee agrees that in the event any proceedings under the Bankruptcy Act or any amendment to the Act be commenced by or against Lessee, and, if against Lessee, the proceedings shall not be dismissed before either an adjudication in bankruptcy or the confirmation of a composition, arrangement, or plan of reorganization, or in the event Lessee is adjudged insolvent or makes an assignment for the benefit of its creditors, or if a receiver is appointed in any proceeding or action to which Lessee is a party, with authority to take possession or control of the Premises or the business conducted on the Premises by Lessee, and such receiver is not discharged within a period of ninety (90) days after his or her appointment, any such event or any involuntary assignment prohibited by the provisions of the preceding Paragraph A of this section shall be deemed to constitute a breach of this Agreement by Lessee and shall, at the election of Town, but not otherwise, without notice or entry or other action of Town, terminate this Agreement and also all rights of Lessee under this Agreement and in and to the Premises and also all rights of any and all persons claiming under Lessee.

SECTION TWENTY-FIVE

NOTICE OF DEFAULT

A. Default in Rent. Lessee shall not be deemed to be in default under this Agreement in the payment of rent or the payment of any other moneys as required or in the furnishing of any bond or insurance policy when required in this Agreement unless Town shall first give to Lessee written notice of the default and Lessee fails to cure the default within thirty (30) days after receipt of such notice.

B. Default in Performance of Other Covenants. Except as to the provisions or events referred to in the preceding paragraph of this section, Lessee shall not be deemed to be in default under this Agreement unless Town shall first give to Lessee written notice of the default, and Lessee fails to cure the default within the ninety (90)

day period after receipt of such notice, or, if the default is of such a nature that it cannot be cured within ninety (90) days, Lessee fails to commence to cure the default within the period of ninety (90) days or fails thereafter to proceed to the curing of the default with all possible diligence.

SECTION TWENTY-FIVE

DEFAULT

In the event of any breach of this Agreement by Lessee, Town, in addition to the other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the Premises. The property may be removed and stored in a public warehouse or elsewhere at the cost and for the account of Lessee. Should Town elect to re-enter, as provided in this Agreement, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Town may either terminate this Agreement or it may from time to time, without terminating this Agreement, re-let the Premises or any part of the Premises for such term or terms (which may be for a term extending beyond the Term of this Agreement) and at such rental or rentals and on such other terms and conditions as Town, in the sole discretion of Town, may deem advisable with the right to make alterations and repairs to the Premises.

On each re-letting: (a) Lessee shall be immediately liable to pay to Town, in addition to any indebtedness other than rent due under this Agreement, the expenses of re-letting and of making such alterations and repairs, incurred by Town, and the amount, if any, by which the rent reserved in this Agreement for the period of re-letting (up to but not beyond the Term of this Agreement) exceeds the amount agreed to be paid as rent for the Premises for the period of re-letting; or (b) at the option of Town, rents received by the Town from re-letting shall be applied, first, to the payment of any indebtedness, other than rent due under this Agreement from Lessee to Town; second, to the payment of any expenses of re-letting and of making alterations and repairs; third, to the payment of rent due and unpaid under this Agreement, and the residue, if any, shall be held by Town and applied in payment of future rent as it may become due and payable under this Agreement. If Lessee has been credited with any rent to be received by re-letting under option (a), above, and the rent was not promptly paid to Town by the new lessee, or if the rentals received from the re-letting under option (b), above, during any month is less than that to be paid during that month by Lessee under this Agreement, Lessee shall pay any deficiency to Town. The deficiency shall be calculated and paid monthly.

No re-entry or taking possession of the Premises by Town shall be construed as an election on the part of Town to terminate this Agreement unless a written notice of such intention is given to Lessee or unless the termination of this Agreement is decreed by a court of competent jurisdiction.

In spite of any re-letting without termination, Town may at any time thereafter elect to terminate this Agreement for such previous breach.

Should Town at any time terminate this Agreement for any breach, in addition to any other remedy it may have, Town may recover from Lessee all damages incurred by reason of the breach, including the cost of recovering the Premises, and including the worth at the time of termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Agreement for the remainder of the stated term over the then reasonable rental value of the Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Lessee to Town.

SECTION TWENTY-SIX

TOWN'S RIGHT TO PERFORM

In the event that Lessee by failing or neglecting to do or perform any act or thing provided in this Agreement by it to be done or performed, shall be in default under this Agreement and such failure shall continue for the period set forth in Section Twenty-Five after written notice from Town specifying the nature of the act or thing to be done or performed, and the Lessee has not commenced to perform such act or thing, then Town may, but shall not be required to, do or perform or cause to be done or performed such act or thing (entering on the Premises for such purposes, if Town shall so elect), and Town shall not be held liable or in any way responsible for any loss, inconvenience, annoyance, or damage resulting to Lessee on account of that election. Lessee shall repay to Town on demand the entire expense incurred on account of the election, including compensation to the agents and employees of Town, which amount shall be deemed additional rent under this Agreement. Any act or thing done by Town pursuant to the provisions of this section shall not be or be construed as a waiver of any such default by Lessee, or as a waiver of any covenant, term, or condition contained in this Agreement, or of any other right or remedy of Town, under this Agreement or otherwise.

SECTION TWENTY-SEVEN

EFFECT OF EMINENT DOMAIN

A. Effect of Total Condemnation. In the event the entire Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority other than the Town, this Agreement shall terminate and expire as of the date of the taking, and Lessee shall then be released from any liability thereafter accruing under this Agreement.

B. Effect of Partial Condemnation. In the event a portion of the Premises shall be so appropriated or taken and the remainder of the property shall not be suitable for the use then being made of the property by Lessee, Lessee shall have the right to terminate this Agreement as of the date of the taking on giving to Town written notice of termination within ninety (90) days after Town has notified Lessee in writing that the property has been so appropriated or taken.

C. Condemnation Award. In the event of the termination of this Agreement

by reason of the total or partial taking of the Premises by eminent domain, then in any such condemnation proceedings, Town and Lessee shall be free to make claim against the condemning or taking authority for the amount of any damage done to them, respectively, as a result of the condemning or taking.

SECTION TWENTY-EIGHT

SURRENDER OF AGREEMENT

The voluntary or other surrender of this Agreement by Lessee, or a mutual cancellation of this Agreement, shall not work a merger, and shall, at the option of Town, terminate all or any existing sub-agreements or sub-tenancies, or may, at the option of Town, operate as an assignment to it of any or all such sub-agreements or sub-tenancies.

SECTION TWENTY-NINE

NOTICE OF AGREEMENT

Town and Lessee mutually agree to execute herewith a Notice of Agreement in recordable form with respect to this Agreement, which shall be recorded forthwith by the Lessee with the Barnstable Registry of Deeds, and agree to execute, upon termination of this Agreement for whatever cause, a Notice of Termination of Agreement in recordable form for recording with said Registry of Deeds.

SECTION THIRTY

ENVIRONMENTAL

A. Environmental Laws Defined "Environmental Laws" means, collectively, any federal, state, or local law, rule or regulation (whether now existing or hereafter enacted or promulgated, as they may be amended from time to time) pertaining to environmental regulations, contamination, clean-up or disclosures, and any judicial or administrative interpretation thereof, including any judicial or administrative orders or judgments, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq. ("CERCLA"); the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq. ("RCRA"); the Clean Water Act, 33 U.S.C. §§ 1251 et seq.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq. ("SARA"); the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq. ("TSCA"); the Hazardous Materials Transportation Act, 49 U.S.C. Appx. §§ 1801 et seq.; the Massachusetts Hazardous Waste Management Act, Mass.Gen.L. c. 21C §§ 1 et seq.; the Massachusetts Oil and Hazardous Material ReAgreement Prevention and Response Act, Mass.Gen.L. c. 21E §§ 1 et seq.; the Massachusetts Toxic Use Reduction Act, Mass.Gen.L. c. 21I §§ 1 et seq.; the Underground Storage Tank Petroleum Product

Cleanup Fund, Mass.Gen.L. c. 21J §§ 1 et seq.; or any other applicable federal or state statute or town or county ordinance regulating the generation, storage, containment or disposal of any oil and hazardous wastes, substances and materials (as defined in the Environmental Laws and collectively referred to herein as "Hazardous Materials") or providing for the protection, preservation or enhancement of the natural environment, any rules or regulations promulgated pursuant to any of the foregoing statutes or ordinances, including but not limited to laws relating to groundwater and surface water pollution, air pollution, transportation, storage and disposal of oil and hazardous wastes, substances and materials, stormwater drainage, and underground and above ground storage tanks; and any amendments, modifications or supplements of any such statutes, ordinances, rules and regulations.

B. Lessee hereby represents, warrants and covenants as follows:

1. Except as may be permitted by and only in accordance with Environmental Laws, Lessee shall not allow any Hazardous Materials to exist or be stored, located, discharged, possessed, managed, processed, or otherwise handled on the Premises, and shall strictly comply with all Environmental Laws affecting the Premises.
2. No activity shall be undertaken on the Premises by Lessee which would cause a release or threatened release of Hazardous Materials into any watercourse, surface or subsurface water or wetlands, or the discharge into the atmosphere of any Hazardous Materials in each case requiring a permit under any Environmental Laws and for which no such permit has been issued.
3. Lessee shall, with all due diligence, at its own cost and expense and in accordance with Environmental Laws (and in all events in a manner reasonably satisfactory to the Town), take all actions (to the extent and at the time or from time to time) as shall be necessary or appropriate for the remediation of all releases of Hazardous Materials at or from the Premises including all removal, containment and remedial actions. Lessee shall pay or cause to be paid at no expense to the Town all clean-up, administrative, and enforcement costs of applicable government agencies or the parties protected by such Environmental Laws which may be asserted against the Premises.
4. Lessee shall provide the Town, in a timely manner, with copies of all notices, documents, records or other information in any way related to the Lessee's obligations under this section or received or created by the Lessee in relation to its obligations under this section.

C. Lessee or the Town shall immediately notify the other party in writing should Lessee or Town become aware of any release or threatened release of Hazardous Materials or the occurrence of any other environmental problem or liability with respect to the Premises or any real property adjoining or in the vicinity of the Premises or such other property which could subject the Town, Lessee or the Premises to a claim under any Environmental Laws.

SECTION THIRTY-ONE

WAIVER

The waiver by Town of, or the failure of Town to take action with respect to, any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or any other term, covenant, or condition contained in this Agreement. The subsequent acceptance of rent under this Agreement by Town shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this Agreement, other than the failure of Lessee to pay the particular rental so accepted, regardless of Town's knowledge of a preceding breach at the time of acceptance of rent.

SECTION THIRTY-TWO

PARTIES BOUND

The covenants and conditions contained in this Agreement shall, subject to the provisions as to assignment, transfer, and subletting, apply to and bind the heirs, successors, executors, administrators, and assigns of all of the parties to the Agreement. All of the parties shall be jointly and severally liable under this Agreement.

SECTION THIRTY-THREE

TIME OF THE ESSENCE

Time is of the essence in this Agreement, and in each and every covenant, term, condition, and provision of this Agreement.

SECTION THIRTY-FOUR

SECTION CAPTIONS

The captions appearing under the section number designations of this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement.

SECTION THIRTY-FIVE

GOVERNING LAW

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of Massachusetts

SECTION THIRTY-SIX

ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this agreement.

SECTION THIRTY-SEVEN

MODIFICATION OF AGREEMENT

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

SECTION THIRTY-EIGHT

ADDITIONAL DOCUMENTS

The parties agree to execute whatever papers and documents may be necessary to effectuate the terms of this Agreement.

In witness, each party to this agreement has caused it to be executed as a sealed instrument on the date indicated below.

LESSEE:
South Harwich Meetinghouse

LESSOR:
Town of Harwich
By Its Board of Selectmen

Signature

Printed Name

Title

Date

Date

EXHIBIT A

DESCRIPTION

The land located in Harwich, Barnstable County, Massachusetts, bounded and described as follows:

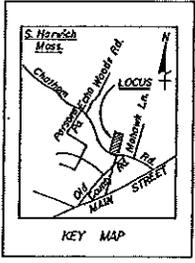
The land containing 6,975 sf. as shown on a plan entitled "Plan of Land In Harwich, Massachusetts Prepared for Harwich United Methodist Church, Scale 1"=20' March 12, 1987" which plan is recorded in Plan Book 446 Page 11; and the land shown as Parcel 2, containing 515.06 square feet, on a plan entitled "Plan for proposed acquisition, South Harwich Cemetery, South Harwich, Mass. Scale:1" = 40' dated:2/7/90 Harwich Engineering Department" recorded in Plan Book 477 Page 37.

Said land is also shown as Parcel N3-1 on Town of Harwich Assessor's Map 34 containing .17 acres, more or less.

RECEIVED & RECORDED
MAR 17 10 36 AM '88
REGISTERED DEEDS
118-237
118-238
118-239

I certify that the property lines shown are being shown on this plan, and the lines of streets and ways shown are those of public or private streets or ways already established, and that no new lines for division of existing ownership or for new ways are shown.
Ref. C.4, S.6-X, G.L.

Date MARCH 12, 1988



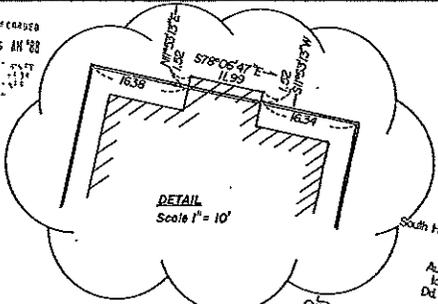
ZONING REQUIREMENTS
Zone: R-R (Residential Rural Estate)
Minimum Lot Area: 40,000 SF;
Minimum Frontage: 150 FT.
Front Yard Setback: 25 FT.
Side and Rear Yard Setback: 20 FT.
Assessors' Map 34 Parcel 34
Owner of Record
Trustees of the So. Harwich
Methodist Church
Dt. Bk. 64 Pg. 325

I certify that this plan was prepared in accordance with the rules and regulations of the Registrars of Deeds as adopted June 15, 1975.

Date MARCH 16, 1988

L.S. [Signature]

Conveyed by Augustus M. Nickerson to South Harwich Cemetery Association August 1, 1991 two years prior to Augustus M. Nickerson taking title to same Dt. Bk. 61 Pg. 580



446-11

Formerly David L. ... Dt. Bk. 74 Pg. 288 (1660)
John S. ... Dt. Bk. 2023 Pg. 67
Pl. Bk. 30 Pg. 67

Formerly School House No. 10 also referred to as the 8th School District

2 Story Wood Frame Building
Harwich United Methodist Church
Formerly Ezekiel Adams Dt. Bk. 60 Pg. 296 (2/18/1857)
Area = 6,975 SF. ± or = 0.16 Acs.

Formerly John & Long Joseph P. Nickerson, Treasurer to the Trustees of the South Harwich Cemetery Association Dt. Bk. 18 Pg. 182-R (1856)

Meriton Base 12278 (Rec) 12276 (Fid) 12275 (Fid) 12274 (Fid)

CHATHAM ROAD (50' Wide)
Pl. Bk. 310 (Canly Layout) Pg. 67

Plan of Land In Harwich, Massachusetts Prepared For HARVICH UNITED METHODIST CHURCH

Scale 1" = 28' March 12, 1987

Prepared By Terry V. Eldredge, L.S. Land Surveyor

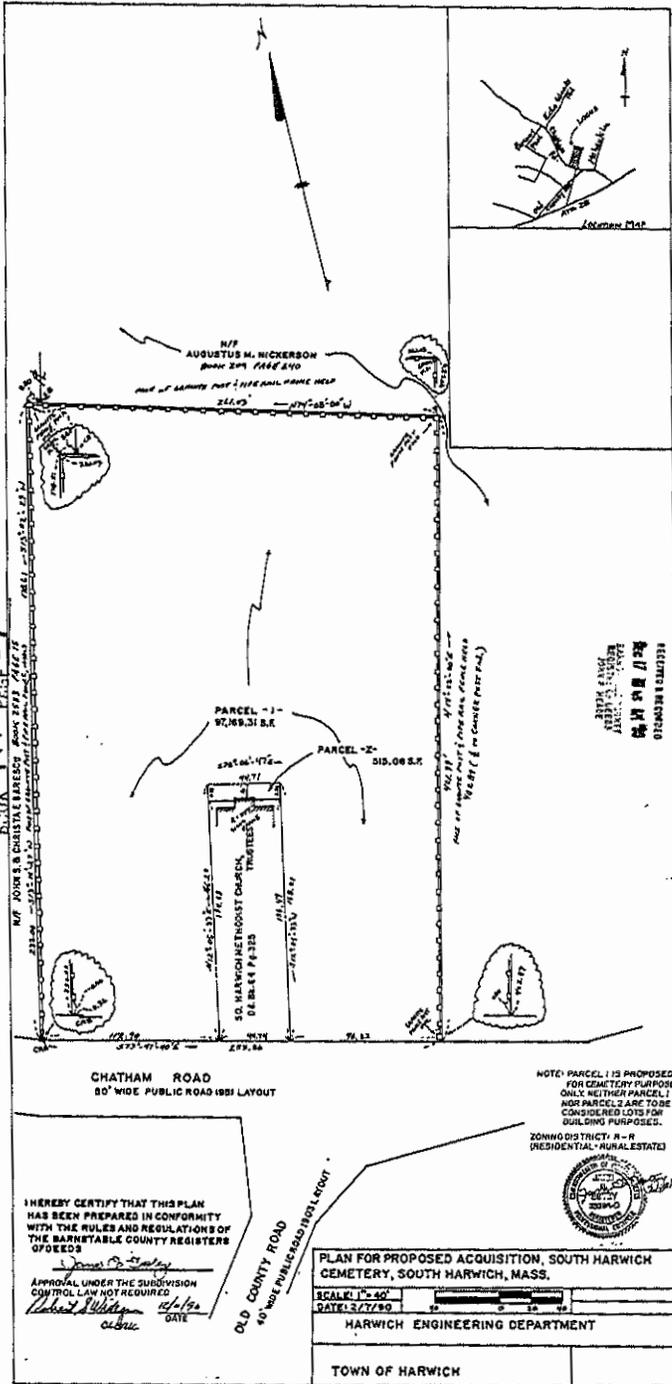
Record Location of C.R.B. (do not recover) 1838 Main Street Chatham, Massachusetts

945-3965 #2633

H-863-B1, B



BOOK 477 PAGE 37



I HEREBY CERTIFY THAT THIS PLAN
 HAS BEEN PREPARED IN CONFORMITY
 WITH THE RULES AND REGULATIONS OF
 THE BARNSTABLE COUNTY REGISTRARS
 OFFICES

APPROVAL UNDER THE SUBDIVISION
 CONTROL LAW NOT REQUIRED
 DATE 11/1/80
 cc: [Signature]

OLD COUNTY ROAD
 60' WIDE PUBLIC ROAD, NOT LAYOUT

PLAN FOR PROPOSED ACQUISITION, SOUTH HARWICH
 CEMETERY, SOUTH HARWICH, MASS.

SCALE: 1" = 40'
 RATE: 3/7/80

HARWICH ENGINEERING DEPARTMENT

TOWN OF HARWICH

NOTE: PARCEL 1 IS PROPOSED
 FOR CEMETERY PURPOSES
 ONLY. NEITHER PARCEL 1
 NOR PARCEL 2 ARE TO BE
 CONSIDERED LOTS FOR
 BUILDING PURPOSES.

ZONING DISTRICT: R-R
 (RESIDENTIAL-RURAL ESTATES)



LE-1114

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

**Office of the
Selectmen of the
Town of Harwich**

**ORDER OF TAKING BY EMINENT DOMAIN
OF LAND IN HARWICH, BARNSTABLE
COUNTY, MASSACHUSETTS, BY THE
BOARD OF SELECTMEN OF THE TOWN OF HARWICH**

We, Peter S. Hughes, Cyd Zeigler, Donald F. Howell, Robert S. Widegren, and Bruce Wm. Gibson, the duly elected and qualified Selectmen of the Town of Harwich, a municipal corporation situate in the County of Barnstable and Commonwealth of Massachusetts, pursuant to the authority conferred on us by vote of the Inhabitants of the Town of Harwich while acting under Article 25 of the Warrant for the Annual Town Meeting duly called and held on the 6th day of May, 1997, and further, under the authority conferred on us by the General Laws, Chapter 79 of the General Laws and Acts in amendment thereof or in addition thereto, and by virtue of every other power conferred on us by law, having duly complied with all the preliminary requirements prescribed by law do hereby ADOPT and DECREE this Order of Taking and hereby TAKE by eminent domain on behalf of said Town of Harwich in fee simple absolute and for the purpose of clearing title thereto, a certain parcel of land located on Chatham Road, in South Harwich, Barnstable County, Massachusetts, more particularly described in Exhibit A attached hereto.

Any trees, buildings, or other structures on the above-described land are included in this Order of Taking. No betterments are to be assessed in connection with this Order of Taking.

This Order of Taking is not intended nor shall it operate to effect an inter-departmental transfer of the land nor any change of the municipal use presently made thereof.

There is excepted from this Order of Taking any easements of record which the Town

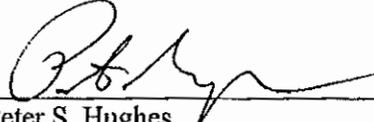
presently holds its title subject to. Also excepted is any portion of the land title to which is presently in any party holding title by or through a grant from the Town.

The names of the owners, area of taking and awards, if any, are as follows:

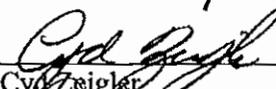
<u>MAP/PARCEL</u>	<u>OWNER</u>	<u>AWARD</u>	<u>APPROXIMATE AREA</u>
Map 34/N3-1	Town of Harwich Book 10307 Page 268	0	.17 acres ±

Adopted, decreed and dated at Harwich this 24th day of February, 2003.

TOWN OF HARWICH
BOARD OF SELECTMEN



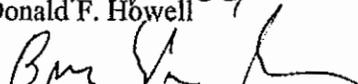
Peter S. Hughes



Cyd Zeigler



Donald F. Howell



Bruce Wm. Gibson



Robert S. Widegren

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

February 24, 2003

Then personally appeared the above-named Peter S. Hughes, Cyd Zeigler, Donald F. Howell, Bruce Wm. Gibson and Robert S. Widegren and acknowledged the foregoing instrument to be their free act and deed and that of the Town of Harwich, before me

Jayne C. Merrill
Notary Public

My commission expires:

May 1, 2009



TOWN OF



HARWICH

Anita N. Doucette, CMC/AAE/CMMC
Town Clerk

732 Main Street
Harwich, Massachusetts 02645
Tel. 508-430-7516
FAX 508-432-5039

ANNUAL TOWN MEETING MAY 7, 1997

ARTICLE 25. CLEAR TITLE TO TOWN - OWNED LAND

ARTICLE 25. To see if the Town will vote to authorize the Selectmen to take by eminent domain for open space or other municipal purposes certain land presently owned by the Town for the purpose of clearing the Town's title thereto of any possible title defects, and shown on Assessor's Maps as follows:

5/D-3	Earle Road	6.77 acres
6B/E-2	Sea Breeze Avenue	1.00 acre
7/J-11	Bank Street	.25 acre
14/R-8	Route 28	1.34 acres
22/H-1	95 South Street	9.36 acres
23/B-2	199 Bank Street	.72 acre
23/B2-1	Bank Street, off	.66 acre
23/B-3	203 Bank Street	.25 acre
23/C-2	Gorham Road, off	4.50 acres
32/F1-7	Bank Street	.21 acre
34/N3-1	270 Chatham Road	.17 acre
40/R-1	13 Parallel Street	.48 acre
40/S7-1	23 Parallel Street	.60 acre
40/T-6	263 South Street	13.34 acres
40/V-3	Island Pond Road, off	16.31 acres
41/C4-C	Old Colony Road	.26 acre
56/M-3	Bog Lane	8.50 acres
58/K1-3	172 Queen Anne Road	.68 acre
58/K1-4	178 Queen Anne Road	.79 acre
74/S6-15	6 Holmes Road	.17 acre
92/H5-A	Cottonwood Road	.44 acre

and the Selectmen be authorized to take said land or interest therein on such terms and conditions and with such limitations as they deem appropriate to protect the Town's interest and to raise and appropriate a sufficient sum of money for this purpose and to pay fully thereon. By request of the Board of Selectmen.

Motion: (Edward Lilley) I move that this article be accepted and adopted.

(duly seconded)

CORPORATE ATTEST:

 ANITA N. DOUCETTE
 TOWN CLERK OF
 HARWICH, MASS.

TOWN OF



HARWICH

Anita N. Doucette, CMC/AAE/CMMC
Town Clerk

732 Main Street
Harwich, Massachusetts 02645
Tel. 508-430-7516
FAX 508-432-5039

(Article 25 continued:)

Action: Interest in land - This article requires a 2/3 majority vote to pass. It is a unanimous vote so declared.

Article 25
(Seal) **MAR 10 2003**
Attest: *Anita N. Doucette*
Anita N. Doucette, Town 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 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").

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 it 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.

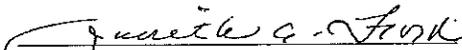
IN WITNESS WHEREOF, the parties hereto have caused the License Agreement to be executed as a sealed instrument and signed in duplicate by their duly authorized representatives on the date first indicated above.

TOWN OF HARWICH
By its Board of Selectmen

FRIENDS OF THE SOUTH HARWICH
MEETINGHOUSE, INC.



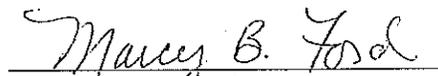
Angelo S. La Mantia, Chairman



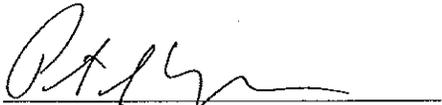
Judith A. Ford, President



Edward J. McManus



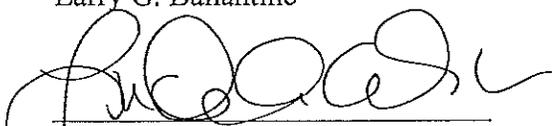
Marcy B. Ford, Clerk



Peter S. Hughes



Larry G. Ballantine



Linda A. Cebula

Exhibit C

Friends of the South Harwich Meetinghouse, Inc.

P.O. Box 786
Harwich, MA 02645
(508)432-0954
(508)364-5223



Linda Cebula, Chair
Harwich Board of Selectmen
732 Main Street
Harwich, MA 02645

October 10, 2013

Dear Members of the Board,

We are writing to request that we attend the November 4th meeting of the board, for the purpose of our annual update on the progress of the Meetinghouse project and the renewal of our three year License Agreement with the Town, due by November 7th, 2013.

Thank you again for your most appreciated support as we look forward to meeting with you and working together toward an exciting and secure future for this historic Harwich treasure!

Sincerely,

Judith A. Ford
Judith A. Ford, President

11/4/13

*Amendment to
be done by
the committee and
submitted for signature
11/12 consent item*

EXHIBIT D

RENT

The rent for the described premises shall be \$1.00 for each year of the Agreement.

The Town Revolving Fund shall be used to cover the costs for all operations of the South Harwich Meetinghouse including those items enumerated in Section Sixteen of this agreement and the insurance referred to in Section Three of the Agreement.

**HARWICH COMMUNITY CENTER
APPLICATION FOR USE OF FACILITIES**

Rec'd ___/___/20___	Entered _____
Fee \$ _____	Booked _____
___/___/20___	Web _____

1. Date(s) & Day(s) of the Week _____

2. Time of Event From _____ a.m. / p.m. To _____ a.m. / p.m.

Preparation/Clean-up Time From _____ a.m. / p.m. To _____ a.m. / p.m.

3. Organization _____

Contact Person _____ Phone _____

Mailing Address _____

Email _____

4. Purpose of Use _____

Community Served _____

5. Space Requested Activity Room (Classroom) Multi-Purpose (Lg.) Kitchen Gym

6. Approximate Number to Attend _____

Admission Fee: Yes No If YES, price: Adult _____ Child _____

7. Does this organization carry liability insurance? Yes No

If yes, please attach Certificate of Insurance & indicate amount \$ _____

Agent's Name _____

8. Agreement: I (we) have read the rules and regulations and fully understand their contents. I (we) accept the responsibility for proper use of the facilities and for the actions and conduct of the above group using Community Center facilities for this function/these functions. I (we) agree to provide adequate adult supervision at all times during the use of the facility. I (we) will assume all responsibility for all fees, charges and damage claims resulting from such use of the facilities. I (we) understand any advertising for this event outside the building **MUST FOLLOW THE SIGN CODE FOR THE TOWN OF HARWICH**. These codes may be obtained from the Harwich Building Commission.

Signature _____

Contact Info: Same as above OR Phone _____

Address _____

* Additional fees may be incurred for use of the building outside of normal hours of operation.

June 9, 2006

Harwich Community Center Fee Policy

Fee Waivers will only be granted to those individuals, groups and organizations, whose contributions to the Harwich Community Center are greater than the monetary value of the room fee, which would otherwise have to be paid from the Community Center Budget.



COMMUNITY CENTER RATE SHEET

SUNDAY BASIC RATE (3 HOURS)

ACTIVITY ROOM	\$150.00 minimum three (3) hours + \$35.00 each additional hour
GYM	\$400.00 + \$100.00 each additional hour
MULTI PURPOSE AND KITCHEN	\$400.00 +\$50.00 each additional hour
KITCHEN ONLY	\$150.00 + \$ 25.00 each additional hour
GROUNDS (w/bathrooms)	\$100.00 per hour minimum three (3) hours
GAME ROOM (not available separately)	\$100.00 per hour (no minimum)

SUPERVISION REQUIRED

The Game Room is available in conjunction with other rooms booked on the same day.

Cancellation must be seventy-two (72) hours in advance.

Fee includes non-refundable deposit of \$100.00 (which will be applied to the cost of the room). Includes Custodial service, lights, heat/air. Half the cost of the room is due upon booking and the balance due seven (7) days before event

Minimum Rental – three (3) hours actual room use time, in addition to one-half hour set-up/open and one-half hour clean up/closing. Groups must vacate after three(3) hours minimum.

Group leaders will be responsible for any/all damages.

Additional set-up other than twenty-five (25) chairs and six (6) tables \$25.00.

NO ALCOHOL.

POSTINGS POLICY:
Effective immediately

Entrances

All postings placed in the clear plastic sheets affixed to the three main building entrances (front of building, recreation side, and COA side) must be in accordance with the following guidelines. Postings placed in these areas must first be approved by the Community Center Director or Principal Clerk with the "Approved" stamp and the staff member's initials. These areas are reserved solely for posters advertising events, programs, or information relating directly to the Community Center (i.e. building closings, events occurring in the building).

Lobby Bulletin Board

The enclosed bulletin board in the Community Center main lobby area is reserved for postings advertising events within the Town of Harwich. This board operates on a first come, first serve basis. Please leave any postings to be put in this bulletin board with the front desk staff.

Community Bulletin Board

The bulletin board located next to the gymnasium entrance is open to postings of all sorts which may be of interest to community members. Postings to this board require no approval. This board operates on a first come, first serve basis.

Rotating Display File

The rotating display file located in the Community Center main lobby area is reserved for community information. Duplicates of posters/handouts may be placed in the clear plastic display sheets for community members to take home. The Community Center staff reserves the right to remove postings which are not suitable for this location.

Exercise Room

Individuals must sign a "Hold Harmless" agreement prior to using the Exercise Room equipment and use the equipment at their own risk. Individuals using the Exercise Room must be Harwich residents (see Mission Statement for definition).

Before using the exercise equipment, individuals must attend a brief instructional workshop on proper equipment use, given by a member of the Community Center staff trained on the equipment. After completing the instructional workshop, an ID card is issued and must be shown each time the equipment is used.

Exercise Room use requirements include:

- Every individual must fill out an emergency card before using the room.
- Persons younger than 16 years of age will not be allowed in the room.
- Persons aged 16 - 18 must have a permission slip signed by parent or legal guardian before using the room.
- The room is available on a first-come-first-serve basis.
- A minimum of two (2) people and a maximum of twenty (20) people are allowed in the room at the same time.
- A time limit of 15 minutes per machine with a maximum workout time of one (1) hour is established.
- Each user is responsible for cleaning the equipment after each use.
- To ensure a safe and pleasant workout environment, participants are reminded that horseplay is not allowed.
- Individuals wishing to bring audio equipment must use headphones.
- No eating or drinking, other than water in plastic bottles, is permitted in the room.
- Sport shoes, shorts, and shirt must be worn in the room at all times.

Game Room

The Game Room is open from 8:30 am to 6:00 pm for use by all age groups, except when scheduled by the Recreation and Youth Department or other community group. Additional hours may be available upon request to the Community Center Manager. Children under ten years of age must have adult and/or parent supervision present in the Game Room at all times.

Play Room

The Play Room is scheduled each morning, Monday-Thursday, to the following programs:

- Massachusetts Family Network-Harwich Community Partnership Council for Early Childhood; Monday, Tuesday, Thursday mornings.
- Town Nurse; Wednesday mornings.

Groups and individual use of the room may be scheduled for children's play groups provided parents are present.

Other usage may be scheduled through the Community Center Manager if a certified childcare provider is present and age-appropriate supervision is maintained.

Food & Entertainment

Use of a caterer and/or entertainment shall be subject to the approval of the Community Center Manager and the Board of Selectmen. Musical entertainment shall cease no later than 11:00 pm.

Caterers and community groups serving refreshments and light meals who need the use of the Community Center kitchen will require prior approval of the Community Center Manager. A \$50 fee is required for maintenance and cleanup. Prior to use by any group and/or staff, the KITCHEN USER is required to read, become knowledgeable concerning the KITCHEN HANDBOOK, and sign off on the form provided by the Community Center Manager.

Priority kitchen use will be for the Community Meals on Wheels Program and programs established by the Council on Aging and the Recreation and Youth Department.

Access to the kitchen must be arranged with the Community Center Manager or designee.

Only one side of the refrigerator may be used by occasional users for the temporary storage of food prior to its service. Leftover food must be removed from the premises by the caterer or event organizer immediately after the close of the event.

Utensils and serving supplies must be thoroughly cleaned and put away in proper places. Counters and tables must be washed and all equipment cleaned to Board of Health Standards (posed in the kitchen).

Custodians will open, close, monitor, and report violation of improper use and/or cleanliness.

Admission Fees

Admission fees shall not be charged without prior written approval of the Community Center Facilities Committee or its designee.

Loss of Personal Property

The Community Center assumes no responsibility for the personal property of individuals or groups utilizing the facilities and/or property.

H A R W I C H

Community

C E N T E R

100 Oak Street, Harwich, MA 02645

508-430-7568

Use Policy

Harwich Community Center Mission Statement

The mission of the Harwich Community Center is to provide facilities for the residents (permanent residents and nonresident taxpayers) of Harwich to engage in recreational, social, educational, cultural, community service, civic, and governmental activities. The Center should provide opportunities for persons of all ages to participate in a wide range of programs that educate and stimulate the public, enhance self-confidence, and promote mental and physical health.

The primary responsibility for the program and activity development lies with the Council on Aging and the Recreation and Youth Department. However, the Community Center Facilities Committee and the Community Center Manager may develop and/or promote social, cultural, community service, or governmental activities in keeping with this mission statement and the policies outlined in this Use Policy brochure.



H A R W I C H

Community

C E N T E R

100 Oak Street, Harwich, MA 02645



HARWICH COMMUNITY CENTER MANAGER

Carolyn B. Carey



Introduction

This policy prescribes the rules and regulations under which non-Council on Aging and non-Recreation and Youth departments may make the Harwich Community Center facilities and equipment available for use. Community groups wishing to use the Community Center must make application each year for the ensuing year. Applications will be accepted each June from Harwich-based groups for the following July through June. Questions concerning the interpretation of this policy will be referred to the Community Center Manager.

Administration

Administration of this policy/agreement shall be the responsibility of the Community Center Manager. The Community Center Facilities Committee shall approve exceptions to the policy.

Protocol for Policy Administration

The Community Center Manager is responsible for approving use of the building. If the Manager denies use, the proposed user may appeal to the Facilities Committee, which meets the second Wednesday of each month at 6:30 pm. If the Committee denies the request, the user may appeal to the Board of Selectmen. The Community Center Manager may turn a request over to the Facilities Committee for their review at any time. When this occurs, the Committee will approve or deny the request.

Primary Use

The facilities and equipment of the Community Center are first and foremost for the use of residents of the Town of Harwich (as defined in the Mission Statement) through the regularly scheduled programs of the Council on Aging and the Recreation and Youth Department. When these facilities are not in use by participants in these activities, Harwich-based social, educational, hobby, civic, cultural, and community service groups may reserve them.

The Community Center will make its facilities and equipment available to Harwich residents and/or groups whose membership and activities provide services of concern for residents of Harwich, in accordance with the rules and regulations of the Community Center Facilities Committee. The use of the facilities for personal or corporate profit is prohibited.

Supervision

All groups will be required to designate an individual, 21 years of age or older, who will be responsible for the conduct of the group. This designated group leader must meet with the Community Center Manager prior to the anticipated use to review this policy, rules, and regulations and be oriented regarding the facility and/or equipment to be used. The Community Center will require a minimum ratio of adult supervisors (21 years of age or older) as follows:

- 1 adult to 8 children, age 48 months to 60 months, no more than 16 per group.
- 1 adult to 12 children, age 60 months to 72 months, no more than 24 per group.
- 1 adult to 12 children, age 72 months to 108 months, no more than 24 per group.
- 1 adult to 15 children, age 108 months to 144 months, no more than 24 per group.
- 1 adult to 15 children, age 12 to 15 years of age, no more than 25 per group.
- 1 adult to 20 youth, age 15 to 19 years of age, no more than 30 per group.

This ratio may be achieved by the use of additional qualified volunteers of the group and/or Recreation and Youth Staff. The Community Center reserves the right to assign the appropriate number of staff necessary to supervise any function with the cost assessed to the group.

Dances and teenage parties must be supervised by a minimum of one adult for every 15 youth participants. Names and addresses of said chaperones must be submitted to the Community Center Manager at least 72 hours prior to the event.

The Community Center reserves the right to require police supervision to be paid for by the organization using the facilities. The Community Center Manager shall determine the need for such supervision, at the time of application approval.

Standards of Conduct

Smoking, consumption of alcohol, and the use or sale of illegal drugs is specifically prohibited anywhere on the Community Center property or in the facilities. The Community Center reserves the right to dismiss any individual and/or group that does not maintain the Standards of Conduct.

Educational - Informational Seminars, Workshops, Classes

Activities of many dimensions are encouraged for educational, information, and/or service to Harwich residents. Individuals and groups may be recruited or offer their services as instructors. When a stipend is required, payment will be provided through appropriate accounting procedures and in accordance with the applicable tax code (Fee for Service or Independent Contractor Agreement). Under no conditions may the facilities be used to conduct business and/or to sell products for personal or corporate profit.

Art Shows, Displays

Art shows and displays may be scheduled when time and facilities permit. It is the intent of the Community Center to make space available for organizations and groups to share their talent, skill, and expertise for the benefit of all members of the community. The sale of goods and services for personal profit is prohibited.

Benefits

Benefits for "Not for Profit" or "Community" organizations may be conducted from time to time. The Community Center Facilities Committee or its designee must approve the purpose and benefits.

Equipment

When utilizing craft materials of any kind, tables and floors must be covered at all times. Requests for special craft tables should be made when scheduling the room or 24 hours in advance of use.

The Community Center has a TV and VCR, a large screen (that must remain in the Multipurpose Room), and three podiums with microphones that are available for groups and activities. Prior arrangements must be made with the Community Center Manager 24 hours in advance of requested use. A \$25 (check only) deposit is required for use of any audio-visual equipment.

Custodians may not set up audio-visual equipment without prior, written instruction by the Community Center Manager.

Certificate of Insurance

When applicable, all groups will be requested to provide a Certificate of Insurance in the amount of one million dollars (\$1,000,000) naming the Town of Harwich "Additional Insured" prior to use of the Community Center. Vendors related to groups using the facilities and/or equipment shall also provide a Certificate of Insurance to the Community Center Manager.

The size of the group, scope of meeting, time involved, and element of risk determined by the Community Center Manager will determine applicability.

Responsibility for Damage

The group using the Community Center and/or its leader shall be liable for all damage to the building, property, and/or equipment caused by the group. Thereafter, a security deposit may be required. The group will be notified within 36 hours of the damage and provided with an itemized list of damages and estimated cost of repairs. Payment will be required in 30 days. Failure to make payment may result in suspension of further use of the Community Center. Multiple or consecutive damage by a group or individual may result in barring Community Center participation.

Decorations

Decorations for any event may be used only upon prior approval of the Community Center Manager. Only BLUE GUM may be used to adhere decorations or signs to the walls. The room must be left in the condition in which it was found, with decorations and signs removed by the group. The Community Center Custodian should be consulted on cleanup before the group leaves the building.

Posting of Notices

Posting for any community event or activity within the Town of Harwich is permitted at the Community Center with a maximum of three (3) posters. Events may be posted three (3) weeks prior to the event date.

Posting of signs or notices must be approved by the Community Center Manager and will be put up by Community Center staff in designated areas.

Heath J. Eldredge
13 Stevens Way, Harwich, MA 02645

~~Heath.J.Eldredge@harwichma.gov~~

April 17, 2015

Christopher Clark
Town Administrator
Town of Harwich
732 Main Street, Harwich, MA 02645

Dear Mr. Clark:

Please accept the enclosed résumé and application for the position of Chief of Police for the Town of Harwich. As you will see in my résumé, I possess the necessary experience, education, and skills required for the position.

Prior to my years of service with the Brewster Police Department, I worked as a summer officer, eventually working my way up to patrol officer with the Harwich Police Department. Leaving the men and women of HPD to take the job with Brewster was one of the most difficult decisions in my career. However, faced with the possibility of layoffs, and a more robust compensation package in Brewster, I made the choice to transfer.

During my time in Brewster, I have taken advantage of the opportunity to grow as a leader and manager, working my way from patrol officer up to my current position as police captain. Meanwhile, I have maintained close contacts with members of the Harwich Police Department, and the community as a whole.

As a native of Harwich, who grew up in town, returned after college, and is currently raising a family in town, I have had a firsthand perspective of how the town has changed and grown over the past thirty five years. I have a firm grasp of our history, while also recognizing the current issues facing residents, and town government. With the current national climate towards police, and the scrutiny of the interaction they have with those they serve, it is more important than ever to make sure there is a strong connection between the police department and the community. The Harwich Police Department has a history of working with the community and one of my primary goals if selected for the position would be to assure the department is accessible to everyone. This would include working in partnership with other departments in town to look at problem solving from a multi-disciplinary approach.

Again, my résumé is enclosed to provide you with additional details concerning my background and qualifications. I look forward to the opportunity to interview for the position.

Thank you for your time and consideration.

Sincerely,

Heath J. Eldredge

Heath J. Eldredge



Town of Harwich ~ Employment Application

732 Main St. Harwich, MA 02645
Telephone (508) 430-7513 Fax (508) 432-5039

An Equal Opportunity / Affirmative Action Employer

PLEASE READ BEFORE FILLING OUT THIS APPLICATION

It is the policy of the Town of Harwich to afford equal employment opportunity to all qualified persons regardless of race, color, religion, national origin, age, military status, sexual orientation, disability, or gender, except where age or sex is a bonafide occupational qualification as allowed by the Civil Rights Act of 1964.

To be sure that your application is properly evaluated, all questions should be answered clearly, completely and accurately.

If you need more space, please attach a separate sheet.

Please print clearly in black or blue ink. Also, "see resume" is not acceptable in any field.

I. CONTACT INFORMATION

DATE 04/17/15

Name Eldredge Heath Justin
Last First Middle

Address 13 Stevens Way Harwich MA 02645
Number Street Town State Zip Code

Mailing Address _____
(If different) Number Street Town State Zip Code

() _____
Telephone Cell Phone Email Address

Are you over age 18? YES X NO _____

II. POSITION APPLYING FOR

(Please specify position title)

Chief of Police

How did you hear about the position?

Received the Town's advertisement via e-mail.

Have you ever been employed by the Town of Harwich? When? What department?

Yes. 1997-2002. I worked as a reserve police officer, and then a police officer with the Harwich Police Department.

III. LICENSES (Please list all licenses you possess that are relative to the position you seek). A valid license is a condition of employment, where required.

Do you have a valid driver's license (Class D Auto)? Yes X No _____ If yes, enter expiration date 06/23/2019
Do you have a valid CDL License (Class A or B)? Yes _____ No X If yes, enter expiration date _____
Do you have a valid Hydraulic license? Yes _____ No X If yes, enter expiration date _____

What other valid licenses or certifications do you possess (job related)? _____

IV. OFFICE SKILLS (If applicable).

Check the column that you feel best describes your knowledge and specify software products:

	√ Beginner	√ Intermediate Level	√ Advanced Level
Knowledge of Word Processing			X
Knowledge of Spreadsheets		X	
Knowledge of Databases		X	
Automated Accounting System Knowledge		X	
Bookkeeping Knowledge		X	
Transcription Ability	X		
Shorthand/Speedwriting Ability	X		

V. EDUCATION

School	Name, Address, City, State	Years Attended	Degree Awarded
High School	Harwich High School / 75 Oak Street, Harwich MA	1992-1996	Diploma
College	Salve Regina University / 100 Ochre Point Ave, Newport, RI	1996-2000	B.S.
Graduate School	Salve Regina University / 100 Ochre Point Ave, Newport, RI	2000-2001	M.S.
Trade, Business, Night Courses			
Military Service, Other Training	MPTC Academy	2001-2002	

VI. SPECIAL SKILLS.

Please list any other skills or abilities you feel are relevant: _____

VII. PRE-EMPLOYMENT DRUG TESTING.

All offers of employment are conditional upon the satisfactory completion of a pre-employment drug test, where required.

VIII. EMPLOYMENT OF MINORS.

The Town of Harwich is subject to certain child labor provisions regarding the employment of persons under the age of 18. Further, an Employment Permit or Education Certificate may be required, depending on you age.

Are you under age 18? If yes, please indicate your age: N/A

IX. IMMEDIATE FAMILY.

IMMEDIATE FAMILY WORKING FOR THE TOWN OF HARWICH			
Please disclose any immediate family members, including those related to your immediate family by marriage, who are employed by the Town of Harwich. You are required to complete the information below. "Immediate family" is defined as a spouse, child, parent, and sibling; and the spouse's child, parent and sibling. Include those employed in all branches of town government; and those employed as regular or contract employees, or elected officials. This "sunshine disclosure" is intended to ensure that the citizens of our town have full confidence in their government and its hiring process. The disclosure will not be used to exclude any qualified applicant seeking a position from receiving full consideration based on the merits of his/her credentials and the requirements of the job. Attach additional pages if needed.			
Name of Relative	Relationship	Title of Relative's Job	State Agency
NONE			

I. EMPLOYMENT HISTORY. (Please do not write, "see resume". A resume may not be substituted but may be included as a supplement.) Please account for the last 4 position you have held. Start with your present or last employer. You may include military service and any verifiable work performed as in intern or volunteer.

You () may or () may not contact my present employer.

Employer	Brewster Police Department	Address	631 Harwich Road, Brewster, MA 02631
Telephone	508-896-7011	Title	Police Captain
Supervisor	Chief Richard Koch Jr.	Dates Worked	Oct. 2002-Current
Salary Received	Currently \$108,160	Reason for Leaving	Still Employed

Description of Primary Duties:

Second in command of the department. Direct supervision of lieutenant, animal control, and administrative function.

Responsible for officer training, recruitment and hiring, police budget, department technology, payroll, etc.

Employer Harwich Police Department	Address 183 Sisson Road, Harwich, MA 02645
Telephone 508-430-7541	Title Police Officer
Supervisor Lieutenant Thomas Gagnon	Dates Worked Oct. 2001-Oct. 2002
Salary Received \$32,760	Reason for Leaving Job stability (talk of layoffs) and pay.

Description of Primary Duties:
General patrol operations. Responsible for providing police services to any given area of town through proactive patrol,
and responding to calls for service.

Employer Harwich Police Department	Address 183 Sisson Road, Harwich, MA 02645
Telephone 508-430-7541	Title Reserve Officer
Supervisor Lieutenant Manuel Gomes	Dates Worked May 1997 - Oct. 2001
Salary Received \$10.50/hr.	Reason for Leaving Hired as full time officer.

Description of Primary Duties:
Started in the role of assistant animal control officer, responding to a variety of animal related calls. Worked a traffic post
and walking patrols in Harwichport. Towards the end of my time in the position, was assigned to patrol operations.

Employer Grand Slam Entertainment	Address 322 Main Street, Harwich, MA 02645
Telephone 508-430-1155	Title
Supervisor Donald "DJ" Thiele / Phillip "Skip" Fennell	Dates Worked 1995-1998
Salary Received \$10/hr.	Reason for Leaving Took job with Harwich Police

Description of Primary Duties:
Ran cash register, tended to property, interacted with customers, and supervised other employees on my shift.

I. PROFESSIONAL REFERENCES

PROFESSIONAL REFERENCES (Not Personal):				
List 3 people not related to you who can comment on your work performance and/or experience.				
NAME	ADDRESS	PHONE	OCCUPATION	YEARS ACQUAINTED
Robert Moran	1657 Main Street, Brewster	774-353-7017	Fire Chief	5
Michael Patterson	3231 Main Street, Barnstable	508-362-8113	Asst. District Attorney	5
Sarah Harris	31 Boulder Rd, Brewster	508-326-2370	Police Sergeant	10

Heath Eldredge

13 Stevens Way, Harwich, MA 02645 - 781-344-4027 (cell) heatheldredge@gmail.com

LAW ENFORCEMENT OFFICIAL

With A Track Record Of Working In Partnership With The Community To Provide A Level Of Policing That Both The Employees And the Citizens Can Be Proud Of.

Dedicated law enforcement officer with an eye towards fostering a positive work environment, thereby creating more productive employees. Strong qualifications in budgeting, public/media relations, personnel affairs, training, teaching, and emergency response. Reputation for a strong work ethic, with a solid moral compass.

SPECIFIC SKILL AREAS

- Team Building & Leadership
- Budget Planning & Management
- Public & Media Relations
- Community Outreach
- Contract Negotiations
- Technology Management
- Internal Investigations
- Emergency Response
- Liquor Law Compliance
- Town Government Presentations
- Staffing, Training & Retention
- Time & Resource Allocation

PROFESSIONAL EXPERIENCE

TOWN OF BREWSTER POLICE DEPARTMENT—Brewster, MA

2002-Present

Police Captain (2013-Present)
Police Lieutenant (2008-2013)
Detective Sergeant (2006-2008)
Patrol Officer (2002-2006)

Distinguished career serving the community of Brewster with fairness, compassion, and integrity. Progressed rapidly through the ranks, taking on positions of increasing responsibility, culminating with the current position within the administrative branch of the department. Hold key responsibility for: budget preparation and presentation; organizing and scheduling training for officers; preparing or approving all press releases and social media content; researching, procuring, and supporting any information technology systems within the department. **Selected Accomplishments:**

TEAM BUILDING & LEADERSHIP

- Helped to create and maintain a positive work environment through appropriate praise and discipline, and by modeling the behavior expected by a law enforcement officer.
- Worked on cross-departmental projects with an effective team-based approach to reach the best outcome.
- Earned loyalty from staff through a fair and consistent approach to problem solving and relationship building.

PROGRAM & DEPARTMENT DEVELOPMENT

- Co-developed the department's accreditation program, resulting in state certification and re-certification.
- Developed a bicycle safety awareness campaign, partially funded by a Mass Highway Safety Grant, to educate cyclists about the law and provide safety equipment. Special targeting was done to educate and outfit foreign workers in the area.

....continued....

Professional Experience, Continued

(PROGRAM/DEPARTMENT DEVELOPMENT)

- Worked with the ABCC on liquor law enforcement through compliance checks and sting operations.

PUBLIC & MEDIA RELATIONS

- Serve as public information officer (PIO) for the department, creating press releases and handling information requests.
- Assistant PIO for the Town of Brewster, assisting the Town Administrator and Emergency Management Director in developing and directing messages during critical events.
- Supervise the administration of the Police Department website and developed the Brewster Police Department Facebook profile.

COMMUNITY & TOWN GOVERNMENT RELATIONS

- Provided in-depth budget and capital project presentations for the Board of Selectmen and Finance Committee members.
- Served on the Brewster Staff Review Committee, reviewing public and private projects for potential areas of concern.
- Developed and delivered several presentations to large and small community groups on a variety of police related topics. Including; crime prevention, domestic violence, OUI detection, and court procedure.

EDUCATION & TRAINING

Masters Degree in Administration of Justice
Salve Regina University, Newport, RI 2001

Bachelors Degree in Administration of Justice
Minor in Religious Studies w/Concentration in Ethics
Salve Regina University, Newport RI 2000

Selected Professional Development Coursework:

FBI-LEEDA Executive Leadership - Municipal Police Institute Executive Development - DEA Narcotics Investigations Course - Roger Williams University Mid-Management Course - FEMA/MEMA Public Information Officer Course

**A more comprehensive course list could be provided upon request.*

AFFILIATIONS & CIVIC INVOLVEMENT

Member—Brewster Police Relief Association (2003-Present)
Treasurer—Brewster Police Relief Association (2010-Present)

Board of Directors—ECHO of Cape Cod (2014-Present)

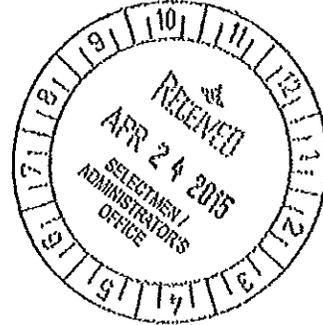
Instructor—Our Lady of the Cape Religious Education Program (2013-Present)

David J. Guillemette

31 Pierre Vernier Drive, Sandwich, MA 02563 | ██████████ | ██████████

April 20, 2015

Mr. Christopher Clark
Town Administrator
732 Main Street
Harwich, MA 02645



Dear Mr. Clark,

Your recent posting for Chief of Police suggests you may be looking for someone with my background. I currently serve as the Operations Lieutenant at the Sandwich Police Department in Sandwich, Massachusetts where I am second in command and responsible for all patrol and investigative functions of the thirty-four officer police department. Our department provides police services to a community of nearly 21,000 citizens. I began my career in law enforcement with the Sandwich Police Department in 1987 as a part time officer and attended the Barnstable Police Academy in 1990. I was promoted to Sergeant in January of 1997 and Lieutenant in 2002. My progression through the ranks at the Sandwich Police Department helped me develop a strong leadership style focused on training and mentoring our officers to their fullest potential.

I am a 2013 graduate of the F.B.I. National Academy at Quantico, Virginia. The National Academy provided an excellent opportunity for me to further hone my skills in leadership and police administration.

Prior to assuming my current position, I served ten years as the Administrative Lieutenant at the Sandwich Police Department where I was responsible for all non-patrol functions of the department such as budgeting, payroll, training, the Civil Service hiring process and internal affairs. I am seeking a public leadership position commensurate with my experience and would welcome a chance to participate in the Chief of Police selection process in the town of Harwich.

I am attaching my resume. You can reach me during the day or evening at _____ or by email at _____ Thank you for your consideration and I look forward to hearing from you.

Sincerely,

A handwritten signature in cursive script that reads 'David J. Guillemette'.

David J. Guillemette

David J. Guillemette

31 Pierre Vernier Drive Sandwich, MA 02563 | ~~XXXXXXXXXXXXXXXXXXXX~~ | ~~XXXXXXXXXXXX~~

Education

Graduate of F.B.I. National Academy, March 2013	Quantico, VA
Bachelor of Science In Law Enforcement, May 1999	
Western New England Collage	Springfield, MA

Experience

July 2012 to present	Sandwich Police Department	Sandwich, MA
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Operations Lieutenant

- Second in command of police department with overall command responsibility of 34 member department during chief's absence
- Manage all patrol and investigative functions of the police department with direct supervision of six line sergeants and one detective sergeant
- Respond to all major crimes and critical incidents
- Develop and implement operational plans for large scale incidents and planned events
- Experience with policy development and policy review
- Responsible for all patrol scheduling and staffing
- Initial point of contact for union related issues for both superior officers and patrol officers
- Plan and preside over regularly scheduled staff meetings involving command staff and sergeants
- Oversight of field training program and firearms training
- Conduct internal affairs investigations at the direction of the Chief of Police while working closely with town counsel
- Testimony at both criminal and administrative proceedings resulting from internal investigations
- Direct involvement with interview and selection process for new police officers, new sergeants and officers seeking specialty positions such as K-9 or detective
- Current coordinator of Citizens Police Academy alumni volunteers who assist the police department with the public safety mission
- Department media liaison responsible for review of all press releases and weekly log review with local media
- Department representative for the Cape and Islands Sex Offender Task Force

CONTINUED

David J. Guillemette

Page 2

November 2002 to July 2012

Sandwich Police Department

Sandwich MA

Administrative Lieutenant

- Responsible for all administrative functions of the police department to include budget, payroll, attendance, fleet, training, firearms licensing, internal affairs investigations, sex offender registration and the civil service hiring process
- Direct supervision of the administrative sergeant
- Chairman of School Safety Group that worked with the school resource officer and representatives from town management, the fire department and the community to increase safety and security in three K-8 schools and one high school
- First director and co-founder of the Citizens Police Academy program which has to date graduated over 200 participants
- Primary point of contact and coordinator for numerous community policing initiatives such as alcohol education in the schools, neighborhood watch programs, presentations to community organizations, management of the college intern and high school intern program
- Public records officer responsible for review of all reports to be released under the public records law and the purging of old records
- Upgraded the field training program to the San Jose model and served as the first field training coordinator under that model

Recognitions

- Bourne-Sandwich Rotary Club Outstanding Officer of the Year 1997
- Sandwich Police Department Outstanding Achievement Award November, 2011
- Sandwich Police Department Unit Citations (two) November 2011



Town of Harwich ~ Employment Application

732 Main St. Harwich, MA 02645
Telephone (508) 430-7513 Fax (508) 432-5039

An Equal Opportunity / Affirmative Action Employer

PLEASE READ BEFORE FILLING OUT THIS APPLICATION

It is the policy of the Town of Harwich to afford equal employment opportunity to all qualified persons regardless of race, color, religion, national origin, age, military status, sexual orientation, disability, or gender, except where age or sex is a bonafide occupational qualification as allowed by the Civil Rights Act of 1964.

To be sure that your application is properly evaluated, all questions should be answered clearly, completely and accurately.
If you need more space, please attach a separate sheet.
Please print clearly in black or blue ink. Also, "see resume" is not acceptable in any field.

I. CONTACT INFORMATION

DATE April 20, 2015

Name	Guillemotte	David	Joseph
	Last	First	Middle
Address	31 Pierre Verrier Drive	Sandwich	MA 02563
	Number Street	Town	State Zip Code

Mailing Address	Same as above			
(If different)	Number	Street	Town	State Zip Code

Telephone	Cell Phone	Email Address
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Are you over age 18? YES NO

II. POSITION APPLYING FOR

(Please specify position title)

Chief of Police

How did you hear about the position?

From a co-worker

Have you ever been employed by the Town of Harwich? When? What department?

No

III. LICENSES (Please list all licenses you possess that are relative to the position you seek). A valid license is a condition of employment, where required.

Do you have a valid driver's license (Class D Auto)?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If yes, enter expiration date 07/09/2017
Do you have a valid CDL License (Class A or B)?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, enter expiration date _____
Do you have a valid Hydraulic license?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, enter expiration date _____

What other valid licenses or certifications do you possess (Job related)? License to carry firearms

IV. OFFICE SKILLS (If applicable).

Check the column that you feel best describes your knowledge and specify software products:

	√ Beginner	√ Intermediate Level	√ Advanced Level
Knowledge of Word Processing			√
Knowledge of Spreadsheets		√	
Knowledge of Databases		√	
Automated Accounting System Knowledge		√	
Bookkeeping Knowledge		√	
Transcription Ability	√		
Shorthand/Speedwriting Ability	√		

V. EDUCATION

School	Name, Address, City, State	Years Attended	Degree Awarded
High School	Sandwich High School 365 Quaker Meetinghouse Road East Sandwich MA	1979-1982	Diploma
College	Cape Cod Community College 2240 Tyannough Road West Barnstable MA	1992-1994	AS Criminal Justice
College	Western New England College 1215 Wilbraham Road Springfield MA	1997-1999	BS Law Enforcement
Trade, Business, Night Courses			
Military Service, Other Training	F.B.I. National Academy Class 252 Quantico Virginia	Winter Session Jan - March 2013	Diploma

VI. SPECIAL SKILLS.

Please list any other skills or abilities you feel are relevant: _____

VII. PRE-EMPLOYMENT DRUG TESTING.

All offers of employment are conditional upon the satisfactory completion of a pre-employment drug test, where required.

VIII. EMPLOYMENT OF MINORS.

The Town of Harwich is subject to certain child labor provisions regarding the employment of persons under the age of 18. Further, an Employment Permit or Education Certificate may be required, depending on you age.

Are you under age 18? If yes, please indicate your age: _____

IX. IMMEDIATE FAMILY.

IMMEDIATE FAMILY WORKING FOR THE TOWN OF HARWICH

Please disclose any immediate family members, including those related to your immediate family by marriage, who are employed by the Town of Harwich. You are required to complete the information below. "Immediate family" is defined as a spouse, child, parent, and sibling; and the spouse's child, parent and sibling. Include those employed in all branches of town government; and those employed as regular or contract employees, or elected officials. This "sunshine disclosure" is intended to ensure that the citizens of our town have full confidence in their government and its hiring process. The disclosure will not be used to exclude any qualified applicant seeking a position from receiving full consideration based on the merits of his/her credentials and the requirements of the job. Attach additional pages if needed.

Name of Relative	Relationship	Title of Relative's Job	State Agency

I. EMPLOYMENT HISTORY. (Please do not write, "see resume". A resume may not be substituted but may be included as a supplement.) Please account for the last 4 position you have held. Start with your present or last employer. You may include military service and any verifiable work performed as in intern or volunteer.

You () may or () may not contact my present employer.

Employer Town of Sandwich Police Department	Address 117 Route 6A Sandwich MA 02563
Telephone 508-833-8024	Title Operations Lieutenant
Supervisor Chief Peter N. Wack	Dates Worked July 1987 to present
Salary Received 109,000	Reason for Leaving Seeking advancement

Description of Primary Duties:

Supervise six line sergeants and one detective sergeant. Responsible for all line and

Investigatory operations of the department. Serve as second in command.

Employer T. A. Nelson Construction	Address 1112 Main Street Osterville MA
Telephone 508-428-7801	Title Carpenter's Assistant
Supervisor Steven Mellor	Dates Worked 8/1986 to 7/1987
Salary Received \$10 an hour	Reason for Leaving Hired by Sandwich Police Department

Description of Primary Duties:
Assist with all phases of custom home construction.

Employer Angelo's Supermarket	Address Route 6A Sandwich MA
Telephone NA out of business	Title Grocery clerk
Supervisor Larry Fellows	Dates Worked 5/1981 to 7/1986
Salary Received Minimum wage	Reason for Leaving Changes within company & low wages

Description of Primary Duties:
Stocking shelves.

Employer	Address
Telephone	Title
Supervisor	Dates Worked
Salary Received	Reason for Leaving

Description of Primary Duties:

I. PROFESSIONAL REFERENCES

PROFESSIONAL REFERENCES (Not Personal):				
List 3 people not related to you who can comment on your work performance and/or experience.				
NAME	ADDRESS	PHONE	OCCUPATION	YEARS ACQUAINTED
George H. Dunham	130 Main Street, Sandwich MA	508-888-5144	Town Manager Town of Sandwich	15
Marie Buckner	130 Main Street Sandwich MA	508-833-8061	Human Resources Dir. Town of Sandwich	15
Michael Nurse	117 Route 6A Sandwich	508-833-8024	Admin. Lieutenant Sandwich Police	25

Town of Harwich
Strategy for Mitigating the Pollution Issues
In Estuaries, Lakes & Ponds by Watershed Area

March 9, 2015

Complete Ongoing Projects

Concentrate near term on projects similar to the Muddy Creek flushing project that in a "green" manner will reduce pollution levels such that fewer homes will be required to be connected to a central wastewater treatment plant.

Continue with the Cold Brook natural nitrogen attenuation project evaluation.

These efforts will be conducted while continuing to proceed with implementation of the existing CWMP recommended program to ensure that Harwich can demonstrate that it will be able to operate within the projected timeframes to satisfy water quality goals.

Explore Alternative Methods of Remediation

Develop and issue an RFP for water quality improvements in Hinckley's Pond and determine solutions for Route 124 runoff into the pond.

Monitor DEP approved alternative water quality technologies and develop a data base on alternatives.

Management & Finance

Establish the Board of Selectmen (BOS) as the water / Wastewater Commission that focuses on policy and financing issues. The existing Board of Water Commissioners will become a committee reporting to the BOS and will handle all of the drinking water and wastewater day-to-day issues working with town staff except for those specific issues assigned to the BOS.

With taxpayer input determine the most feasible method(s) to be used to pay for the wastewater improvement plan. Initially, the thought is that since all residents impact on the pollution of the various bodies of water, all property owners should share the capital costs. Grants and property taxes (which are income tax deductible) should be used to cover the capital costs.

Those required to connect to the sewer system would pay hook up costs and operating costs.

It will be necessary to establish an enterprise fund into which funds from various sources can be placed so that they can grow during the time frame prior to actual

construction. This action is expected to reduce the impact on the taxpayers. In the future perhaps Water Infrastructure Investment Funds (similar to CPA funds) at a pre-determined level may automatically go into this fund.

Develop and maintain a 7 year, near term, Wastewater Plan which overlays the Town's 7 year Capital Plan which is updated annually at Town Meeting.

Regulatory Issues

Develop bylaws, policies, educational programs and road reconstruction plans as described in the existing CWMP which will help reduce the nutrient pollution by addressing fertilizer issues as well as stormwater road run-off.

Establish the build-out level for the Town of Harwich to be exactly what is currently allowed under the existing zoning that relies upon the use of Title 5 septic systems. The only exception would be to designate a wastewater flow allowance above existing zoning for a specific village center or zoning district. Any land placed under conservation restrictions since the adoption of the zoning for a particular area of the Town may be used as an offset for additional building as agreed by Town meeting.

Review the recommended program in the existing CWMP to evaluate build-out numbers used and timing of the phases. Sufficient time needs to be provided to insure that the impact of projects like the Muddy Creek flushing project can be fully incorporated into the plan based upon actual results. It may therefore be advisable to review the size of the second phase of East Harwich sewerage prior to implementation based upon water quality feedback knowing there is a future third phase several years out. Future implementation phases may also be adjusted to be in line with town capital debt / borrowing strategies and water quality conditions.

Explore Opportunities to Regionalize

Continue working with all Towns with which we share a watershed to develop feasible water quality solutions which maximize shared resources on a case by case basis.

In the short term focus on working with Chatham to use their existing centralized wastewater treatment facility to treat wastewater flows from the East Harwich area. Negotiations with Chatham must reach agreement on up front costs as well as operating costs. Need to determine what portion of the project will be covered by Harwich and which by Chatham; agree to length of the agreement and future options. Harwich needs to secure an acceptable recharge site in East Harwich.

HARWICH/CHATHAM WASTEWATER
Board of Selectmen Subcommittee Meeting
June 3, 2015

Those present: Peter Hughes, Michael MacAskill, Angelo La Mantia, Christopher Clark (Harwich); Jeffrey Dykens, Dean Nicastro, Jill Goldsmith, Bob Duncanson

I. Chatham Plant

1,300,000 GPD capacity
1,900,000 GPD if expanded
Today flow = 140,000 GPD
Chatham Plant Investment \$41,000,000
Applicable Grants - \$15,000,000
Net Cost \$26,000,000

II. Recharge

DEP design calculations 5 gal/ft²/day
Chatham Conditions 30 gal/ft² /day

E. Harwich Recharge @ 300,000 GPD

DEP Area: $300,000/5 = 60,000 \text{ ft}^2$ (1.5 acres)

Chatham Area: $300,000/30 = 10,000 \text{ ft}^2$ (.25 acres)

- Chatham will take Harwich waste without an identified discharge site in E. Harwich. However, will be able to give 2-3 year notice if a separate discharge area is needed.
- To take Harwich waste, Chatham needs to modify its sewer plan/schedule.
- Chatham wants Harwich to adopt the Chatham Sewer Regulations.
- Chatham contracts out operations and maintenance of treatment facility and collection system.
- Next step: Start financial model discussions:
 1. Deposit
 2. Cash flow/timing
 3. Operations and maintenance costs

Schedule the next meeting for late July, 2015

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Christopher Clark, *Town Administrator*

732 MAIN STREET, HARWICH, MA



To: Board of Selectmen

From: Christopher Clark, Town Administrator

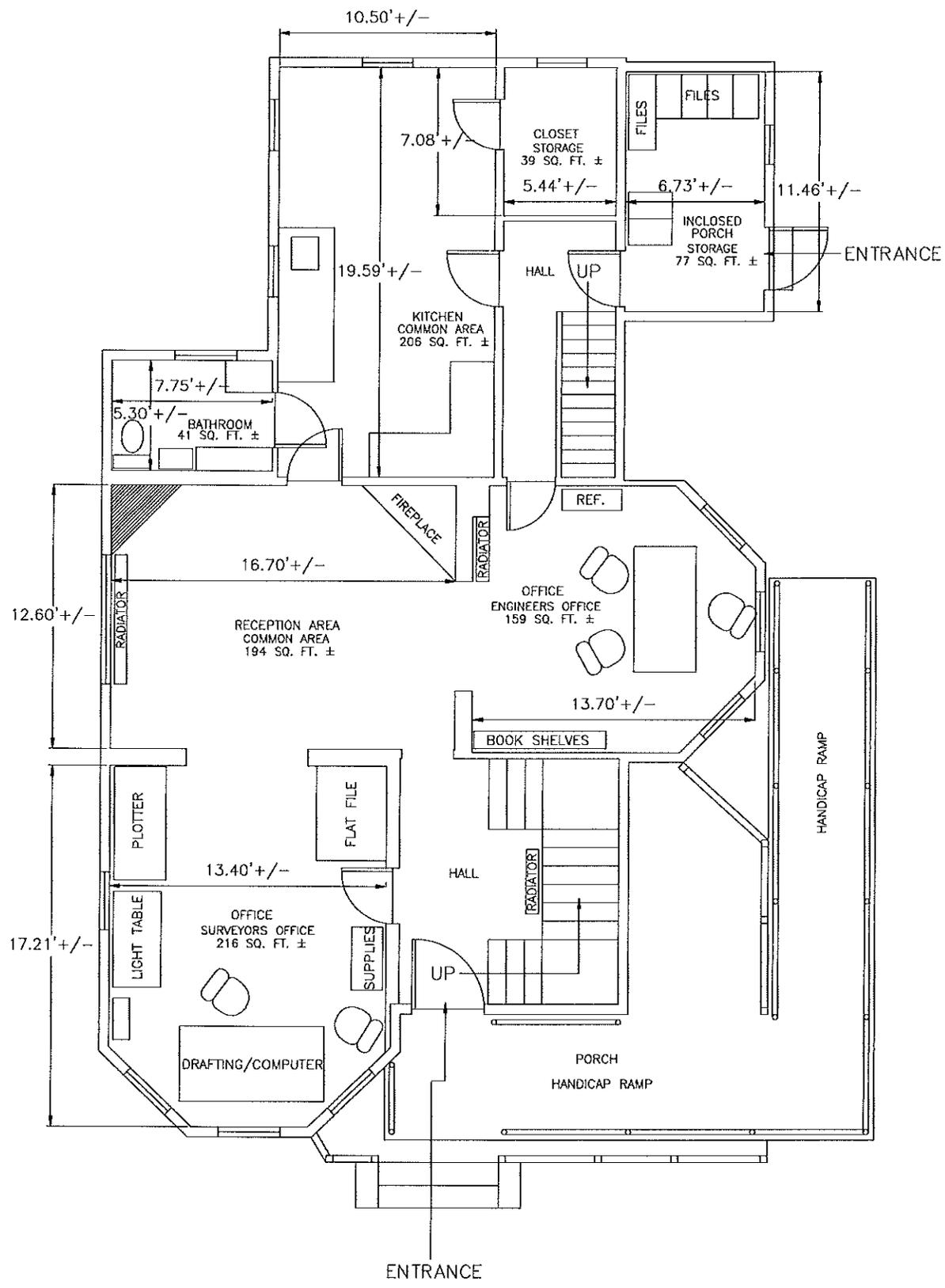
Re: Relocation of Engineering Department to Albro House

Date: June 3, 2015

I have continued my discussions with departments on the second floor of Town Hall regarding the revised layout. I did present to the departments the observation that at the time, Selectmen Hughes had pointed out that the Selectmen's Office in Town Hall is probably in underutilized area of the building. I discussed this with various departments on the second floor to see if there was an element of Community Development that could relocate into the space. Suffice to say that there are differences of opinion on the reallocation of space on the second floor. However, after discussion with Mr. Cafarelli, Town Engineer, he has put together the concept of relocating himself and the Surveyor to the Albro House. He has prepared the attached plan that shows the area on the first floor and how would be utilized with two office areas being developed and the retention of a common space for continued use by outside parties as meeting space. I believe that the Sea Scouts continue to use this building for their meetings. I also requested that Sheila House, who currently occupies a portion of the second floor along with other professional services, discuss this concept with Mr. Cafarelli. They have done so and both have reported back to me that they believe this reallocation of space would be mutually beneficial to both. I believe this concept merits significant consideration. I would like to proceed with the relocation of these departments to the building unless the Board of Selectmen has significant objection.

I do further believe that the concept of reallocating the space in Town Hall currently designated for the Selectmen does have some merit as well. I believe that due to the current use of electronic media that the Selectmen use this current space only sporadically and we can allocate and provide first preference for the Library meeting room in Town Hall adjacent to the Selectmen's current office as an area for Board members to conduct interviews, read any correspondence or utilize space for other duties. Selectmen have also used the extra table in the general Selectmen's office area as a spot to review mail or correspondence. If the Board is okay with the concept of reallocating the space in Town Hall for another purpose, I will continue my efforts to streamline the uses of Town Hall to remove some of the overcrowding that exists in certain areas. I do not have at this moment a specific concept for reuse. Mr. Cafarelli did look at this area and it is similar in size to the current area that he is in that appears to be deficient for his operational needs.

The Board is also aware that Administration is continuing its look at relocating files down to the Community Center basement for a more permanent storage. I believe this will yield additional benefits in trying to make Town Hall a more functional workable space. Administration believes that by carefully reviewing and making changes where they make sense, such as the relocation of the Veterans Agent to the Community Center, has been to the overall benefit of the organization and will continue to make the strides.



Harwich Board of Selectmen Rules of Operation

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

SECTION 1 OFFICERS

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

SECTION 2 ROLE OF OFFICERS

A.) The Chair of the Board

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

B.) The Vice Chair of the Board

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

C.) The Clerk of the Board

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

D.) Interview and Appointment Committee of the Board

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

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

SECTION 3 DUTIES OF THE PRESIDING OFFICER

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

The Chair shall preserve order and decorum and may speak to points of order in preference to other members. The Chair's ruling on questions of order are subject to appeal to the Board. The vote of such appeal shall be a roll call and it shall be decided in the affirmative by a majority vote.

All votes shall be declared by the Chair. If any member doubts a vote, the Chair, without further debate upon the question, shall require a roll call vote. No decision shall be declared unless a quorum of the Board shall have voted. The Chair may vote, move, or second any motion on all matters that come before the Board.

The Chair may at any time, during a debate or otherwise, declare a recess for not more than ten minutes with such action subject to affirmation by a vote of the Board.

The Chair may state facts and give opinions upon questions of order without leaving the Chair.

SECTION 4 MEETINGS

The regularly scheduled meetings of the Board shall normally be conducted on Monday evenings in the Harwich Town Hall or such other location in Town as deemed appropriate given the agenda, as determined by the Chair. Exceptions to this rule may be made by vote of the Board. However, any meeting of a quorum of the Board shall be posted and advertised. Regular meetings shall be held weekly, when possible, except during summer months when the Board may elect to convene bi-weekly. Information relevant to regular meetings shall be contained in an agenda available to the public prior to the meeting and back-up data shall be provided to every Board member prior to the meeting.

A.) Special Meetings of the Board

Special meetings of the Board may be held on the call of the Chair, or on the call of any two members, by written notice. Said notice shall state the purpose of such meeting and be posted at least forty-eight hours (excluding Sunday) in advance of the time set, except in instances provided by law.

B.) Executive Session

Executive session may be entered only after the Board has first convened in open session for which notice has been appropriately posted. The Chair shall cite the reason for going into executive session and shall call for a roll call vote of the Board. The vote of each member shall be entered into the minutes, with a majority necessary to initiate an executive session. Only lawful purposes as contained in the MGL Open Meeting Law shall constitute a reason to conduct an executive session.

SECTION 5 INTRODUCTION OF BOARD BUSINESS

No measure or non-measure shall be received or acted upon unless introduced by a member of the Board of Selectmen, or by petition as provided by the home rule charter, to the extent possible.

SECTION 6 FILING DEADLINES FOR REGULAR MEETINGS

Any member may ask for an item to be placed on an upcoming meeting's agenda. Any item of business beyond that which may have already been placed on the agenda by the Chair of the Board of Selectmen for the board's next agenda must be submitted to the Selectmen's/Administrator's office no later than the day after the previous meeting or 9:00 a.m. on the Wednesday preceding the next Selectmen's meeting, whichever is later. The Chair of the Board and/or the Town Administrator may, in case of necessity, approve any additional items for inclusion in the agenda after said deadline.

The agenda shall contain a description of the items that will be taken up by the Board. Those items set for discussion will be so identified. For those items set for action the agenda description should describe the nature of the action to be taken. Items placed on the consent agenda will have a specific recommendation. Individual items will not be discussed separately unless a member request that an item be taken off consent, at which time the item will be moved to the action item portion of the agenda. The appropriate motion to move the consent agenda is; "I move approval of the consent agenda and the recommendations thereon."

The Board's agenda, including the Town Administrator's report, other reports and documentation, recommendations on action items, and any informational material to be discussed shall be delivered to the Board members no later than 48 hours prior to the regular meeting of the Board. Packets containing similar material (exclusive of confidential materials) shall be placed at the Library, the foyers of the Police and Fire Departments and the reception desk at the Community Center.

SECTION 7 ORDER OF BUSINESS

At every regular meeting of the Board, the order of business shall include (not necessarily in this order):

1. Call to Order
2. Weekly Briefing
3. Information
4. Consent Agenda
5. Town Administrator's Report
6. Public Hearings
7. Action Items
8. Discussion Items
9. Selectmen's Reports
10. Announcements
11. Adjournment

SECTION 8 PUBLIC COMMENT

At each regular meeting of the Board there shall be a period set aside for public comment. Such comments shall include any item of concern to the public not on the Agenda.

SECTION 9 PARLIAMENTARY GUIDELINES

In all matters of parliamentary procedure not provided for in the constitution and laws of the Commonwealth, the Home Rule Charter, or explicitly elsewhere in these rules, the presiding officer and the Board members shall be guided by the principles of fairness, clarity, and efficiency, in that order. In determining any parliamentary question, the Board shall generally rely upon Robert's Rules of Order.

SECTION 10 QUORUM

The majority of the total membership of the Board of Selectmen shall constitute a quorum.

SECTION 11 ORDER OF SPEAKING

When two or more members request the floor at the same time, the Chair shall recognize the member who shall first be heard. No other member or person shall be heard while a member holds the floor.

SECTION 12 REFERRALS TO COMMITTEES

When a matter before the Board relates to a subject which may properly be examined and reported upon by an existing or new ad hoc committee of the Town, such matter shall, upon motion and a majority vote of the Board, be referred to such committee. Any matter may be referred to a committee, commission or board for advice. Issues may also be referred by the Board to Town Legal Counsel for advice.

SECTION 13 RECONSIDERATION

At any meeting which vote has been taken, it shall be in order for any Board member who has voted with the prevailing side to move for immediate reconsideration or to serve notice that a motion for reconsideration shall take place at the next regular meeting of the Board. The vote for reconsideration shall be open to debate, shall be limited to twenty minutes and shall require a majority vote.

SECTION 14 CLEAR STATEMENT OF MOTIONS BEING VOTED ON

All motions, substitute motions and amendments shall be clearly restated immediately preceding the vote by the Board of Selectmen.

SECTION 15 VOTES

All actions taken by the Board requiring a vote will be by a majority unless otherwise provided for in MGL, the Home Rule Charter or as otherwise provided by law.

All final votes of the Board shall be entered in the minutes by name except for unanimous votes. Every Board member present when the question is put shall vote yes, no, or abstain.

SECTION 16 BOARD LIASONS

After the organization of the Board, the Chair, subject to approval by the full Board, may appoint liaisons to standing committees.

SECTION 17 BOARD SUB-COMMITTEES

The Board may designate sub-committees comprised of Board members as is deemed necessary. Board Sub-Committee meetings shall be posted as required by law. Sub-committees will operate under the following guidelines.

1. Sub-committees will be established by action of the board
2. Sub-committee members shall be appointed by the chairman of the Board of Selectmen
3. Sub-committees may make recommendations for Board action, but it may not act for the Board of Selectman
4. Sub-committees will periodically be provided with tasks and assignment
5. Sub-committees may be dissolved by a vote of the board at any time.

SECTION 18 TOWN COMMITTEE PARAMETERS AND GUIDELINES

Except for regulatory bodies and those designated by the Town Charter or State law, all Committees shall be advisory to the Board of Selectmen and shall take no actions that may bind the Board.

Committees shall follow a schedule of meetings to be coordinated through the Town Administrator's office which shall be publicly posted and in accordance with the Open Meeting Law and the Committee Handbook.

The conduct of all committees shall likewise be governed by the Committee Handbook.

SECTION 19 APPOINTMENTS

Appointment and reappointment recommendations shall normally be made by the Interview and Appointment Committee of the Board and shall be acted upon by the Board at a public meeting. Vacancies on committees must be advertised for two weeks before they may be filled by the board. Except by consent of the Board, any Board action regarding appointments shall be acted upon only after proposed appointments and interviewed candidates have been provided to all members prior to the meeting at which the appointments are proposed. Normally, all interested parties for a vacant position shall be interviewed prior to an appointment recommendation.

SECTION 20 INQUIRIES AND INVESTIGATIONS

The Town Charter gives the Board of Selectmen the authority to conduct inquiries or investigations into any and all Town matters which it deems proper to review.

SECTION 21 CORRESPONDENCE

All received correspondence (whether addressed to the Board as a whole, or to any particular member) shall be entered into a daily correspondence folder for all members to review. In the event of correspondence directed to a particular Selectman, a copy shall be delivered to his or her desk for their personal review. Final action taken relative to any correspondence shall be by majority will of the Board. No correspondence shall be removed from official correspondence files.

Correspondence from the Board shall be available in a folder in the Selectmen's office, shall reflect the voted will of the Board and may not be removed except for defect and correction.

SECTION 22 MEETING DURATION

The weekly Board of Selectmen meeting shall not proceed past three and one half (3½) hours of the regular scheduled meeting time unless there is a 4/5th majority vote of the members.

Adopted: 6/7/04
Voted Amendments: 3/6/06
Voted Amendments: 10/10/06
Voted Amendments: 6/30/08



MEMO

To: Board of Selectmen

From: Christopher Clark, Town Administrator

Re: Status Report on FY 15 Town Administrator Goals and Objectives *Updated April 2015*

Date: November 20, 2014 *Updated April 22, 2015*

The Board of Selectmen and the Town Administrator have established nine goals and objectives for FY 15 and this is a status report on those goals and objectives which are hereby attached. I believe overall that during the first almost 5 months of FY 15, considerable progress has been made on the goals and objectives for FY 15. I would request after review of the status report that the Board approve the economic adjustment of 2% effective January 1, 2015 consistent with other non-union and union employees.

Updated: we are now 10 months into FY 15. A lot has transpired from the November 20, 2014 report. Specifically, the organization has undergone a significant transformation with the departure of the Treasurer, Finance Director, Assistant Town Accountant, new police command staff, Golf Director and due to internal promotions the respective positions of Assistant Treasurer, Assistant Town Accountant and other positions throughout the organization has led a significant amount of focus to ensuring the operational capabilities of the town throughout this transition. Lastly, the investigation surrounding myself and more specifically the Assistant Town Administrator has been a challenge operationally and personally.

1. Prepare and coordinate the FY 16 capital and operating budgets. Specific: Present operating budget plan within Proposition 2 1/2 including prioritization capital exclusion items.

Status: The FY 16 capital budget process is underway and includes new forms designed in cooperation with the Capital Outlay Committee and a new spreadsheet that includes provision for identifying funding sources for the various capital items. The operating budget will be developed over the next few months.

Updated: the FY 16 capital budget and operating budgets were submitted to the Board of Selectmen in a balanced format with applicable funding contingencies. Administration also had to develop a compromise budget to facilitate moving the process forward among the Board of Selectmen, Finance Committee and Monomoy Regional School District. Ultimately the compromise budget was voted by large majorities of the three respective boards.

2. To develop a long-term plan to help the town be better situated for a AAA bond rating.

Status: It was believed that Standard & Poor's would request the Town to have an updated policy reading and coordination with the Monomoy debt service. It was later learned that this was not needed. The finance team is looking at preparing presentations in the spring of 2015 to attempt to present to Standard & Poor's for request for rating review.

Updated: due to the resignation of the town Treasurer and the retirement of the Finance Director the focal point over the second half of the fiscal year was on the replacement of these two key members of the finance team which was overseen by Administration. The treasurer was replaced by an in house candidate and the Finance Director by an external search. The departure of the Assistant Town Accountant also necessitated replacement during a critical time in the town meeting process. This position has also been replaced by an in-house candidate.

3. Complete the operational reorganization to assign various departments having a direct report to the Town Administrator and to identify those departments that will fall under the day-to-day administrative control of the Assistant Town Administrator.

Status: On operational level the Assistant Town Administrator has been assigned the day-to-day administrative oversight and control of the departments identified as Community Development which include Building, Conservation, Planning, Health and Town Engineer. The other departmental grouping is under the heading of Community Services which include Council on Aging, Community Center, Recreation, Youth Services and Golf. The Town Administrator has the following division groupings: Public Safety which includes Police, Fire, and Harbormaster; Department of Public Works which includes Cemetery Administrator, Vehicle Maintenance, Building Maintenance, Highways, Parks and Solid Waste Recycle. The third area would be Utilities which currently is a coordination with Water with the expectation of Water, Wastewater and Drainage being combined under the special legislation already voted by the Board.

Updated: the day-to-day administrative control of the above referenced departments was completed operationally. However, due to an external investigation and the subsequent departure of the Assistant Town Administrator, I have had to revise the approach and institute a new management concept called management one on one. I have commenced on a monthly basis meeting with the 22 various Department heads to improve the communication between myself and the various departments throughout the organization. I believe that this is been very productive.

4. Revise current Personnel By-Laws rules and regulations and continue to negotiate the eight various collective bargaining agreements and cost effective and coordinated way.

Status: Significant progress has been made in this area. Seven of the eight collective bargaining agreements have been successfully negotiated without the significant labor costs of having the attorney actually doing the negotiations. The eighth collective bargaining agreement is still pending. One of the Board's major initiatives of transforming longevity has now been approved in two contracts one most recently negotiated with HMEA.

The Assistant Town Administrator has been working on creating an Employee Handbook and staff has been working on updating Personnel By-Laws in preparation for Town Meeting action.

Updated: seven of the eight collective bargaining agreements have been completed for this year with two extending out multiple years. One remains under negotiation. The Employee Handbook was

being coordinated by the Assistant Town Administrator and now with the vacancy in position the work has been put on hold.

5. The necessary documentation for the Board for overall governance, organizational structure and finance to address the issue of water quality as it relates to wastewater.

Status: The Board of Selectmen has approved a special legislation changes for the overall governance and organizational structure of wastewater in preparation for the 2015 Annual Town Meeting, the special legislation addresses financing in general but not in specific and work is being done on the financing models.

Updated: working closely with the town's attorney and overall governance plan and operational structure was submitted to the Board of Selectmen on wastewater and was initially voted approval. The board sought additional revisions to the approved plan by minimizing the number of components and the elected Water Commission voted against the plan. Revisions were made to reduce the scope and to try to identify concerns of the Water Commission to make the document more palatable. These additional elements were not able to be completed in a timely fashion. The financing models were completed by the chair of the board. I did commence but did not have opportunity to bring to fruition my own concept.

6. Prepare the necessary materials to move harbor financing from the general fund to a fee driven system that will include the dredging of harbors, partial funding of capital projects and partial funding of debt service.

Status: Administration has brought in an outside consultant to review not only harbor financing but also Water, Recreation and Golf relative to identifying indirect costs which will be a building block of understanding the financing needed to complete the above. Work on said project is underway within anticipated completion date of mid-December.

Updated: the consultant has completed the indirect cost analysis for the Harbors, Water Department, Recreation and Golf. Due to the recent completion of the work in the proximity to town meeting only an initial analysis of the harbors has been done as it relates to financing plans for the capital projects that need to be done at SAQ.

7. Conduct an overview of the organization, make recommendations regarding potential for organizational efficiencies. Specific: Three Administrator reorganizations to the current operational structure.

Status: One organizational change has been made to the Community Development Department including the relocation and reallocation of resources on the second floor of Town Hall. The second re-organizational change has been to the Police Department that with the pending departure of the Chief an organizational review has been completed and organizational plan presented and approved to the Board. Third, due to the unexpected departure of the Water Superintendent, Administration has filled in for the last several months and has prepared a revision to the job description of the Water Superintendent to create a Water/Wastewater Director position. This plan has been approved by the Water Commission.

Updated: the above shows that the goal of three reorganizational changes have already been done. Due to the departure of the golf director a reorganization of the golf Department has also been

completed with the hiring of the new director. The reorganization plan has been adopted by the board and is pending implementation after negotiations with the union.

8. A review of town building and property assets and present recommendations for town reuse or disposal for private use specifically the Albro House.

Status: A comprehensive plan has been submitted to the Board for the Albro house and the Board has requested additional information.

Updated: an internal comprehensive plan has been submitted to the Board for the Albro house. It appears that board members are looking for more extensive review. The facility maintenance director did obtain an estimate of over \$10,000 to complete a comprehensive review. Administration needs to reengage with the Board to see what direction the Board chooses to take. This past year an effort to fund the envelope improvements was made to CPA committee and was not forwarded due to a deadlock vote. The town funding was not pursued because the building envelope work was not voted. Administration is contemplating submitting a concept to relocate Town Engineer and Surveyor to the building to free up space in town Hall. Due to the very limited public inquiries made of these two departments the ADA issues related to the building may not need to be addressed as timely as having a social services agency relocated to it.

9. Look at ways to enhance technology innovations in the current operational structure. Specific: review remote participation policy, update the town's website and greater online capabilities introducing three technologic technology features during FY 15.

Status: One technology feature added during this fiscal year was the introduction of the ability to pay online for beach and transfer station stickers. This was accomplished in fairly short order and was without significant issues. The second technology feature was the current updating of the town's website which is been funded and is currently underway. Progress has continued to be made on the introduction of the Acela program for Community Development. Additional work needs to be done on the remote participation policy however three technology features have already been accomplished.

Updated: the ability to pay online for beach and transfer station stickers has been completed for renewals and the option will be extended to harbor fees as the same vendor is being allocated to provide this service. The town's website is well underway to being integrated in as several departments have transitioned over to the town's website. This work is still ongoing but is anticipated to be completed prior to the end of the fiscal year. Administration appreciates the coordination assistance of the cable department in the accomplishment of this task. Acela program has undergone extensive customization for the town of Harwich community development departments. The in-house integration of Acela is on the verge of going live. The training of in-house staff is nearly complete. The remote participation policy has not been pursued aggressively as the above referenced items have been the focal point of Administration.

Sandy Robinson

From: Christopher Clark
Sent: Thursday, June 04, 2015 9:08 AM
To: Sandy Robinson
Subject: FW: Town of Harwich - FY15 Premium Breakdown - Town/School/Water

For BOS meeting June 8, 2015

Christopher Clark
Town Administrator
Town of Harwich
732 Main Street
Harwich, MA 02645
Tel. 508.430.7513
Fax.508.432.5039
cclark@town.harwich.ma.us

From: Christopher Clark
Sent: Wednesday, June 03, 2015 5:39 PM
To: 'Laura Peckham'; Andrew Gould; phughes41@comcast.net; 'Angelo LaMantia'; Linda Cebula
Cc: Adriene Magnolia; Sean Libby; Richard Gundersen
Subject: RE: Town of Harwich - FY15 Premium Breakdown - Town/School/Water

Hi Laura,

I thought the issue of the middle school had been resolved during some of our discussions about the Monomoy regional school district assuming coverage for some of their buildings and other buildings i.e. the middle school being returned to the town. I believe in the original agreement with Monomoy that the middle school coverage was directly through the town of Harwich and the Monomoy regional school district just provided reimbursement to us for that coverage during the transition stage. The building was never removed from our property inventory because of this arrangement. Monomoy officially turn the building over to us just prior to the beginning of the school year in September 2014. The board of selectmen have engaged now two repurpose committee's to study the reuse of this building conceivably for sale to the private sector. The study elements are still ongoing. During this time, administration has allowed for our community services departments to make use of the building for short-term applications. The town has also maintained the building with heat and periodic building inspections. The building is currently in limbo. I have not specifically approached MIIA to give time for the committee to do its work. It is my understanding that vacant building coverage becomes required when there is no use going on in the building. This is not been the case to date. I'm more than happy to coordinate with you on this building and if it is the determination of MIIA that the use is so minimal that vacant building coverage would be required then we can discuss.

It is true that I have been attempting to maintain some use of the building to protect this asset of the town and it was my recommendation to heat the building and to monitor the building and minimal use the building to avoid to my recollection the expensive coverage that comes with totally vacating a building.

Chris

Christopher Clark
Town Administrator
Town of Harwich

BOS FY16 Goals and Objectives

1. Work with MRSD / FinCom to develop a MRSD funding formula such as: $+2-1/2\% + (0.4)(\text{Growth } \$) +/_-(E \& D)$ workable for the next 5 years.
2. RFP for remediation of Hinckley's Pond to evaluate technology and cost candidates.
3. Develop FY17 budget within limits of Prop 2-1/2.
4. Implement Visual software package to better inform the public regarding Town budget details.
5. Break down tax bills to show cost of the following: Municipal, Water, MRSD, Cape Tech & Debt Service.
6. Develop a forward looking debt schedule for the next seven years. Existing debt, new debt as a result of ATM / Ballot + latest Capital Plan. Provide graphic to illustrate the 7 years ahead.
7. Hire and put in place an Assistant Town Administrator.
8. Establish a Cost Implementation Plan for Wastewater.
9. Develop a Water / Wastewater organizational structure such as a Water/Wastewater Department Head reporting to the TA ?
10. Enter into negotiations with Chatham BOS regarding the potential costs, timing and details for the treatment of up to 350,000 gallons of sewage from the East Harwich area .
11. Develop additional details / costs associated with the potential uses of the Harwich Middle School.
12. Develop and implement a plan to bring back and make effective use of Albro House.
13. Develop a Town Building / Grounds Maintenance Assessment and determine priorities.
14. Assist in the resolution of cemetery issues regarding the Harwich Center Cemetery / First Church Memorial Garden.
15. Review and approve FY16 Goals & Objectives for the Town Administrator.
16. Develop a BOS FY17 Budget Message and establish guidelines & priorities.

Peter, not in any particular order Linda
and some are items that are just not getting doen so clearly need
to be specific goals.

Board Goals

Develop/execute pre town meeting to
enhance information to voters

Albro House-develop the estimated costs to
renovate the property, including potential
uses. Develop plan and execute.

Develop additional plans and costs
associated with the potential uses of
the middle school property, including
establishing the boundary lines .

Complete negotiations with Chatham for
use of the treatment plant. Includes timing
and costs. Establish water/sewer department.

Among BOS/Fin Com/MRSD- develop
a funding formula that is sustainable by the
community and contnues to provide
adequate funding for education.

TA and staff goals

FY 17 budget-develop within prop 2 1/2 and
with indirect costs allocated to departments

Establish procurement and purchasing under an
existing staff person, suggetion Town Engineer

Develop a comprehensive property assessment
for all town buildings and properties. Determine
priorities and include cost estimates and timelines.

Implement and expand on line permitting to
the public.

Establish personell function , both for administration
and for management resources. May be done by
two different staff members.

All committees and individual BOS will be provided with
town email address. These will be posted on town
website and all will transition to using these
addresses. Enhance communications between
committees and residents.

CHAPTER 3. BOARD OF SELECTMEN

Section 1. The Board of Selectmen

3-1-1 A board of selectmen of 5 members shall be elected at-large for 3-year overlapping terms.

3-1-2 Vacancies in the office of selectmen shall be filled by special election in accordance with general law.

Section 2. Policy Leadership Responsibilities

3-2-1 Except as otherwise provided by this charter, all executive powers of the town shall be vested in the board of selectmen. The board of selectmen shall have all of the powers and duties given to boards of selectmen under the constitution and General Laws of the commonwealth, and any additional powers and duties that may be authorized by the charter, by by-law, or by any other town meeting vote.

3-2-2 The board of selectmen shall cause the laws and orders for the government of the town to be enforced and shall cause an up-to-date record of all its official acts to be kept.

3-2-3 The board of selectmen shall serve as the chief policy-making agency of the town and, as such, shall not normally administer the day-to-day affairs of the town, but shall instead regularly direct the town administrator to help it in carrying out its administrative duties and make recommendations to the town meeting relating to actions required to be taken by that body.

Section 3. General Powers, Duties and Responsibilities

3-3-1 The board of selectmen shall have the power to enact rules and regulations establishing town policies not otherwise governed by general law, this charter, or by-law, but whenever an appropriation shall be necessary to implement an action, the vote of the board shall be effective only if the appropriation has been authorized by town meeting.

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Section 4. Powers of Investigation

3-4-1 The board of selectmen may conduct investigations and may authorize the town administrator or other agent to investigate the affairs of the town and the conduct of any town department, office, or agency, including any doubtful claims against the town, and for this purpose may subpoena witnesses, administer oaths, take testimony, and require the production of evidence. The report of these investigations shall be placed on file in the office of the town clerk, and a report summarizing the investigation shall be printed in the next town report.

Section 5. Specific Powers, Duties, and Responsibilities

3-5-1 The board of selectmen shall be recognized as head of the government for all ceremonial purposes.

3-5-2 The board of selectmen shall act as the licensing authority of the town and shall have the power and responsibility to issue licenses, to make all necessary rules and regulations regarding the issuance of licenses, and to attach conditions and impose any restrictions that it considers to be in the public interest, and further, to enforce, or cause to be enforced, the laws, rules and regulations relating to all businesses for which it issues licenses.

3-5-3 The board of selectmen shall have the authority to designate from time to time 1 or more of its members to sign warrants for the payment of town funds in the absence of the town administrator as referenced in clause 4-6-1. This designation shall be by a majority of the board at a duly-called and held public meeting. The vote shall take effect as soon as a written copy of it signed by a majority of the board is filed in the offices of the town clerk, town accountant and town treasurer.

Section 6. Powers of Appointment

3-6-1 Except as may otherwise be provided by General Laws, this charter, or the personnel by-law, the board of selectmen shall have the power to appoint and remove: a) a town administrator as provided in chapter 4; b) a town counsel; c) a town accountant; d) a police chief; e) a fire chief; f) 3 assessors for overlapping 3-year terms; g) 3 members of a board of registrars of voters for overlapping 3-year terms; h) election officers; and i) 1 or more constables.

3-6-2 The board of selectmen shall also have the power to appoint members of policy-making town agencies enumerated in chapter 7 and other agencies that are in existence on the effective date of this charter and for whom no other method of appointment is provided in this charter. Unless otherwise provided, the board shall also appoint members of other agencies as may be hereafter established by general law, charter, by-law, vote of the town meeting or vote of the board of selectmen.

HARWICH CODE

Section 7. Prohibitions

3-7-1 Except for the purpose of investigation authorized by this charter, the board of selectmen or its members shall deal with town officers and employees who are subject to the direction and supervision of the town administrator solely through the town administrator, and neither the board nor its members shall give orders to these officers or employees, either publicly or privately.

3-7-2 No member of the board of selectmen shall simultaneously hold another appointive or elective town office or any elected regional, county or state office. [Amended 10-9-2014 by Ch. 345 of the Acts of 2014²]

3-7-3 Members of the board of selectmen shall be eligible to serve, to the extent permitted by law, as ex officio members of appointed and elected town agencies.

CHAPTER 4. THE TOWN ADMINISTRATOR

Section 1. Appointment

4-1-1 The board of selectmen, by an affirmative vote of at least 4 members, shall appoint a town administrator for an indefinite term to serve at its pleasure.

4-1-2 In selecting a town administrator, the board of selectmen shall search for candidates by placing an advertisement in the International City Management Association Newsletter or similar professional publication and in at least 2 newspapers having statewide or regional circulation.

Section 2. Qualifications

4-2-1 The town administrator shall be appointed on the basis of educational, executive and administrative qualifications and experience. The educational qualifications shall consist of at least a bachelor's degree, preferably in public administration, granted by an accredited degree-granting college or university. The professional experience shall include at least 5 years of prior full time, compensated executive service in public or business administration. Alternately, 2 years or more of professional experience and a master's degree in an appropriate discipline shall qualify any applicant.

Section 3. Duties

4-3-1 The town administrator shall be the chief administrative officer of the town and shall be responsible for administering and coordinating all employees, activities and departments placed by general law, this charter, or by-law under the control of the board of selectmen and of the town administrator.

² Editor's Note: This Act provided an effective date of 7-1-2015.

CHARTER

4-3-2 The town administrator shall devote full working time to the duties of that office, shall not become a candidate for, or hold, any elective office during the term of appointment; and shall not engage in any business activity during the term, except with the written consent of the board of selectmen. The town administrator shall:

- (a) Attend all meetings of the board of selectmen, except when excused, and have the right to speak but not to vote.
- (b) Assemble, prepare, and present to the board of selectmen the annual operating budget of the town.
- (c) Develop and annually revise the capital outlay plan in consultation with the capital outlay committee.
- (d) Be responsible for seeing that the budget is administered and expended as adopted by the town meeting and in accordance with general law, this charter, and by-law.
- (e) Keep the board of selectmen informed regarding all departmental operations, fiscal affairs, general problems, and administrative actions, and to this end submit regular reports to the board.
- (f) Keep the board informed regarding the availability of state and federal funds and how such funds might relate to unmet short-range and long-range needs.
- (g) Have the authority to seek and apply for grants.
- (h) In the absence of a personnel director, be responsible for the day-to-day administration of the personnel system and by-law, and administer and enforce collective bargaining contracts, the personnel by-law, and rules and regulations adopted by the board of selectmen.
- (i) Be responsible for the purchasing of services, supplies, materials, and equipment for all town divisions, departments, and offices, excepting those for the school department, the water department and the Brooks Free Library.
- (j) Coordinate, with the approval of the board of selectmen, the administrative activities of all town agencies and officers concerned with the physical, economic, and environmental development of the town.
- (k) Develop, keep, and annually update a full and complete inventory of all property of the town, except school property, both real and personal.
- (l) Convene regular meetings of the management advisory team established by clause 5-3-3.
- (m) Negotiate collective bargaining contracts on behalf of the board of selectmen, unless the board shall have designated another negotiator.

HARWICH CODE

- (n) Perform such other duties as may be required by this charter, by-law, or vote of the board of selectmen.

Section 4. Responsibilities for Appointments

4-4-1 Except as may otherwise be provided by General Laws, this charter, or the personnel by-law, and subject to the approval of 3 or more affirmative votes of the board of selectmen, the town administrator shall have the power to appoint, on the basis of merit and fitness alone, and remove division directors, department heads, and an assistant town administrator.

4-4-2 Except as may otherwise be provided by General Laws, this charter, the personnel by-law, or collective bargaining, the town administrator shall have the authority to appoint, on the basis of merit and fitness alone, and remove: a) all full-time town employees; b) all part-time employees; c) all employees of appointed town agencies; d) 1 or more inspectors; and e) all other full-time, part-time or seasonal employees. Any such appointments or removals may be overturned only by the affirmative vote of at least 4 selectmen taken within 14 days of the town administrator's action in initiating such appointment or removal.

Section 5. Responsibilities for Administrative Reorganization

4-5-1 The town administrator may, with the approval of the affirmative vote of at least 3 members of the board of selectmen, establish, reorganize, consolidate or abolish any division, department or position placed by this charter under the town administrator's direction and supervision, except as otherwise provided by general law, this charter or vote of town meeting.

4-5-2 The creation of any new full-time, compensated position which requires the approval of the board of selectmen shall not become effective until the position has been funded by a vote of town meeting.

Section 6. Responsibilities for Disbursements

4-6-1 The town administrator shall have the authority to issue warrants for the payment of town funds, and the town administrator's signature on warrants will be sufficient authorization for payment of them by the town treasurer. In the absence of the town administrator or in the event of a vacancy in that office, warrants may be signed by the person or persons designated by the board of selectmen under clause 3-5-3.

Section 7. Evaluation

4-7-1 The board of selectmen shall annually evaluate the performance of the town administrator. The board shall adopt a written set of procedures and criteria which shall form the basis for the evaluation.

CHARTER

4-7-2 A copy of the evaluation shall be provided to the town administrator.

Section 8. Removal

4-8-1 The board of selectmen, by the affirmative vote of at least 3 members, may initiate the removal of the town administrator by adopting a resolution to that effect, stating the reasons for the removal, but no such resolution shall be adopted within 90 days following any town election that has resulted in a change in the incumbents on the board. The vote initiating removal shall be taken at a regular scheduled public meeting of the board and in open session.

4-8-2 The adoption of this resolution shall serve to suspend the town administrator for a period of not more than 45 days during which the salary shall continue to be paid. A copy of this resolution shall be delivered immediately to the town administrator in person, or sent by registered mail to the town administrator's place of residence.

4-8-3 Within 5 days after the receipt of this resolution, the town administrator may file a written request for a public hearing. If a hearing is requested, the board shall schedule it within 2 weeks, and it shall be held in a public place. At least 7 days before the public hearing, the board shall advertise the hearing in a newspaper of local circulation and shall cause identical notices citing the purpose, location, time and date to be posted in the town hall and in 3 other places of public access within the town.

4-8-4 The moderator shall preside at this hearing.

4-8-5 At the hearing, the reasons for the removal shall first be read aloud. The town administrator shall then have the right to respond, either personally or through counsel. The board of selectmen and the town administrator shall have the right to call witnesses and to subpoena town records.

4-8-6 Final removal of any town administrator shall be effected by the affirmative vote of at least 3 members of the board of selectmen at a public meeting of the board held within 7 days of the public hearing, if requested. If no hearing has been requested, final removal may be effected by an affirmative vote of at least 3 members, at a public meeting of the board held not earlier than 14 days after the vote initiating the removal. The salary of the town administrator shall continue to be paid for a period of 60 days after the vote effecting removal from office.

4-8-7 The town administrator shall provide the board of selectmen with at least 30 days notice of an intended resignation, but the board may, at its discretion, shorten or waive this requirement.

Section 9. Filling Vacancy

4-9-1 When a vacancy arises in the office of the town administrator, the board of selectmen shall advertise the vacancy as soon as possible. The board shall fill the vacancy as soon as reasonably possible.

HARWICH CODE

Section 10. Assistant Town Administrator/Acting Town Administrator

4-10-1 The assistant town administrator shall perform the duties that are assigned by the town administrator and, from time to time as necessary, shall perform the duties of that office until the board of selectmen designate a temporary administrator under clause 4-10-2. The assistant town administrator shall be appointed under clause 4-4-1.

4-10-2 The board of selectmen shall designate, within 10 days after a vacancy occurs, a town employee, a member of the board of selectmen or other person to exercise the rights and perform the duties of the town administrator during any vacancy caused by temporary absence, suspension, removal, resignation or death of the town administrator. The appointment shall be for a period not to exceed 90 days, and it may be renewed, in the case of suspension, removal, resignation, or death only once for an additional period not to exceed 90 days. The appointee shall be eligible for appointment as town administrator.

2015-2016 SELECTMEN LIAISON ASSIGNMENTS

Peter Hughes	Board of Health Capital Outlay Chamber of Commerce Council on Aging Voter Information Committee
Linda Cebula	Board of Assessors Community Preservation Conservation Commission Finance Committee Library Trustees Planning Board
Jannell Brown	Community Center Facilities Committee Cultural Council Historic District/Historical Commission Housing Committee Real Estate and Open Space Recreation and Youth Utility & Energy Conservation
Angelo La Mantia	Board of Appeals By-Law and Charter Review Cemetery Commission Disability Rights Committee Golf Committee Middle School Repurpose Committee Waterways Committee
Michael MacAskill	Agricultural Commission Bikeways Committee Housing Authority Monomoy Regional School District Water Commission Wastewater Implementation Committee

Selectmen's Policy: The Role of the Liaison

On an annual basis, individual members of the Board of Selectmen will be assigned as liaisons to the various Boards and Committees appointed by the Board of Selectmen. The primary function of the liaison is to improve communications and understanding between the Board of Selectmen and the relevant committee. The liaison is not a member of the committee and should not participate in the work of the committee.

The Selectmen's liaison to any committee should become familiar with: matters with which the appointed committees are dealing; the public input, if any, at committee meetings; the need for interaction with other committees; the need for support from town departments; the manner in which meetings are conducted; committee members' attendance issues. The liaison can and will convey pertinent information about committee activities to the Board of Selectmen and/or Town administrator as appropriate.

The liaison should establish a working relationship with the Chairperson of the committee such that the Chairperson feels free to communicate specific requests for support and/or information from the Board of Selectmen

Further, the liaison can convey information about Board of Selectmen discussions or actions taken that pertain to topics under consideration by committees that have to do with procedures or Town policies. However, the liaison should not become involved in committee deliberations or try to channel a committee's work product toward or away from a particular conclusion unless, for example, the liaison is aware of a pertinent Town Counsel opinion.

Moreover, it needs to be understood that the liaison as well as the entire Board of Selectmen must refrain from taking positions on matters pending before some appointed committees when they are performing their regulatory function and operating primarily under State law: Board of Health, Conservation Commission, Planning Board, and Zoning Board of Appeals. In that specific capacity, such committees are autonomous after having been appointed by the Board of Selectmen.

First Reading -- June 17, 2013

Second Reading -- June 24, 2013

Third Reading -- July 1, 2013

BOS Liaison 2015 Worksheet

Composite

Assignments per

6/3/15

Town Committee	Angelo	Linda	Jannell	Michael	Peter
Agricultural Commission			2	(1)	
Bikeways / Trails Committee			3	(2)	
Board of Appeals	(6)			(X)	
Board of Assessors		(1)	3		
Board of Health			3	3	(1)
By-Law / Charter Review Committee	(4)		3		
Capital Outlay			3		(1)
Cemetery Commission	(5)				
Chamber of Commerce				2	(1)
Community Center Facilities Committee			(1)		
Community Preservation Committee		(1)	3		
Conservation Commission		(1)	2	2	
Council on Aging					(1)
Cultural Council			(2)	3	
Disability Rights	(1)				
Finance Committee		(1)		3	
Golf Committee	(2)			2	
Historical / Historic District Committee			(1)		
Housing Authority				(2)	
Housing Committee			(1)		
Library		(1)	2		
Middle School Repurpose Committee	(1)		1	1	
Monomoy Regional School District			2	(1)	
Planning Board		(1)	1	2	
Real Estate & Open Space Committee			(2)		
Recreation & Youth Commission	3		(1)	1	
Utilities & energy Committee			(1)		
Voter Information Committee					(1)
Water Commission				(1)	
Water Implementation			3	(2)	
Waterways Committee	(1)			1	
Youth Services			2	(1)	

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Lessons Learned From A Battle Tested Selectman

- Don't think that one person's opinion reflects the sentiment of the majority.
- Be prepared and organized.
- Think before you speak.
- Listen to others & then listen to yourself.
- Decisions made in anger are rarely good ones.
- If you want to get something done take the time to develop a written, well thought out proposal.
- Life is a continuous series of negotiations.
- Learn to say "no" early and often.
- The Town Administrator has been at this business for a long time... seek out his counsel.
- It's okay to lose !
- Befriend the clerical staff. They will help you turn your dreams into reality.
- Don't take anything personally.
- Learn to count to 3. With 5 members a simple majority is 3.
- It's perfectly acceptable to disagree with your fellow board members.
- Whether you agree or not always respect the vote of the board.
- Television is the great equalizer. More folks watch channel 18 than you could ever imagine.
- If you have something to say...say it !

Enjoy the ride !

Peter Hughes
Town of Harwich Selectman
1995 - 2004