

SELECTMEN'S MEETING AGENDA*

*Griffin Room, Town Hall
Executive Session 6:00 P.M.
Regular Meeting 6:30 P.M.
Monday, December 7, 2015*

I. **CALL TO ORDER**

II. **EXECUTIVE SESSION** - Pursuant to M.G.L. c. 30A, § 21(a)(1), to discuss complaints or charges brought against a public employee

III. **PLEDGE OF ALLEGIANCE**

IV. **WEEKLY BRIEFING**

V. **PUBLIC COMMENT/ANNOUNCEMENTS**

A. Accept proceeds from the Irish Pub Road Race for the Harwich Fire Department

VI. **CONSENT AGENDA**

A. Approve Minutes –

1. November 16, 2015 Regular Meeting

2. December 1, 2015 Executive Session

B. Approve the resignation of Danette Gonsalves as a member of the Wastewater Implementation Committee

C. Approve the recommendation of the Town Engineer and the Golf Committee to award the contract for grounds improvements to the Cranberry Golf Course to Bowditch Excavating in the amount of \$31,300

D. Accept various donations to the Council on Aging Gift Fund in the amount of \$405.00

E. Approve application for Road Race by Irish Pub for August 6, 2016

F. Approve modifications to the job description for the Director of Assessing

G. Authorize the Chairman to sign Declaration of Support for Mosquito Control Funding for FY 2017

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

A. Joint Interview with Harwich Housing Authority to fill Interim vacancy

B. Update on Accela permitting software – *Paula Champagne*

VIII. **OLD BUSINESS**

A. Tax Title research authorized by the 2011 Special Town Meeting (Article 9) in the amount of \$50,000 for Community Preservation designated parcels – *discussion and possible vote*

IX. **NEW BUSINESS**

A. Wastewater Moment – Muddy Creek Bridge restoration timeline

X. **TOWN ADMINISTRATOR'S REPORT**

A. Budget Warrant Timeline update:

1. Submission of departmental warrant articles – Friday, December 4

2. B O S review and discussion of potential warrant articles moved to December 14

B. Budget planning and Joint Selectmen/Finance Committee Hearings

XI. **SELECTMEN'S REPORT**

XII. **ADJOURNMENT**

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

Authorized Posting Officer:

Posted by: _____
Town Clerk

Sandra Robinson, Admin. Secretary

Date: December 3, 2015

**MINUTES
SELECTMEN'S MEETING
GRIFFIN ROOM, TOWN HALL
MONDAY, NOVEMBER 16, 2015
6:30 P.M.**

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

OTHERS PRESENT: Town Administrator Christopher Clark, Assistant Town Administrator Charleen Greenhalgh, Davis Spitz, Roman Greer, Lou Urbano, Rich Larios, Chris Harlow, Allin Thompson, John Sennott, Matt Hart, Dana DeCosta, Ed McManus, Larry Ballantine, Jim Atkinson, Joan Kozar, Clem Smith, and others.

MEETING CALLED TO ORDER at 6:38 p.m. by Chairman Hughes.

Chairman Hughes announced that the Board had just come out of Executive Session where they voted to ratify a Water Department employees' union agreement from July 1, 2015 through June 30, 2018.

Chairman Hughes reported that they will not be taking up the Library Trustees annual report tonight.

PUBLIC COMMENT/ANNOUNCEMENTS

Mr. Urbano stated that he will be mailing a National Registry District Application to Mass Historic for Captains Row.

Ms. Cebula reported that the grand opening of the new Family Pantry Second Glance shop was this morning and urged the public to stop by.

CONSENT AGENDA

- A. Approve Minutes
 - 1. November 2, 2015 Regular Meeting
 - 2. November 9, 2015 Executive Session
- B. Approve proposed changes to the Finance Director job description
- C. Confirm appointment of Jay Briggs as Assistant Building Inspector
- D. Approve the use of the Cable Fund for the continuation of the fiber optic network from Town Hall to the Community Center by Comm-Tract Corp in the contract amount of \$13,275 with additional items up to \$18,095
- E. Accept monetary gifts to be deposited in the Saquatucket Harbor Demolition/Beautification Gift Account in the amount of \$550
- F. Approve the request to hold 1st annual Harwich Christmas Tree Ship event at Saquatucket Harbor on December 3, 2015 contingent on the applicant obtaining a Food Service Permit for the cookout portion of the event.

Ms. Brown moved approval of the Consent Agenda. Ms. Cebula seconded the motion and the motion carried by a unanimous vote.

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

A. Annual Meetings

1. Capital Outlay Committee

Mr. Larios and Mr. Harlow delivered the annual report of the Capital Outlay Committee.

2. Water Commissioners

Mr. Thompson delivered the annual report of the Water Commissioners.

3. Agricultural Commission

Mr. Sennott delivered the annual report of the Agricultural Commission.

4. Saquatucket Development

Mr. Hart delivered the annual report of the Saquatucket Development Committee and the landside preliminary site plan (attached).

5. Library Trustees

The report of the Trustees was postponed due to illness.

B. Joint meeting with Finance Committee

1. Wastewater Organizational Structure

Mr. DeCosta reported that the Finance Committee voted on the structure and feels very strongly that this should be done under the Board of Selectmen. He noted that the Committee has a list of pros and cons with regard to this which Mr. Ballantine submitted. Chairman Hughes said he would agenda this item.

2. Free Cash Projection

Mr. Gould reported that free cash hasn't been submitted as it is not quite ready as some things held it up including allocating the solar revenue to the Water Department. He stated that the auditors will be coming in the week after Thanksgiving and someone is coming in to help him close Munis. He said he is not comfortable coming out with a free cash number for a number of reasons including the fact that he had less than three months to get the books closed as he started on April 6, the way the town operates is considerably different then the town he came from, the individual he will be working with from the Department of Revenue he has never worked with before, and the Department of Revenue is short staffed right now and they are not even looking at free cash

certification so we probably won't be looking at free cash certification until after the first of the year. He stated that he is comfortable with the \$2.5 million figure that Mr. Clark has provided as an estimate but he doesn't want to get into actual calculations at this time. Ms. Cebula requested the calculations be provided but Mr. Gould stressed that he prefers to release the free cash number after it is certified.

3. Strategy for FY 17 Budget and Article Review

Mr. DeCosta reported that the Finance Committee felt strongly about having a Saturday meeting sometime early in the process such as right after the budget is presented by the Town Administrator in the beginning of February and they would like to have every department in. Mr. Larios stressed the importance of structure and discussed having a form for capital expenditures for the departments to work with so when they come in they are prepared. Mr. Clark agreed to work with them on developing the form and Mr. LaMantia agreed to work with them as well. Chairman Hughes asked that they come back with the form before Christmas. Chairman Hughes also asked that this group work on a time schedule for the day.

4. Free Cash Spending – Why spend it all?

Mr. DeCosta said free cash should be allocated for something and if we don't have something to spend it on then put it in the bank for something next year. He added that we have an opportunity this year to try to control spending. Mr. LaMantia suggested that we start to review fees.

5. Joint Budget Review Meetings – Televised

It was agreed that the budget sessions should be televised.

C. Planning Board update on East Harwich Vision Statements

Chairman Hughes stressed that this is not a public hearing but rather a report by the Planning Board and there will be no vote by the Board of Selectmen. Mr. Atkinson, Planning Board Chair, announced that this is the Planning Board's final proposal for the rezoning of the East Harwich commercial district for the Board's consideration and they are seeking direction on how to proceed to the next step prior to any formal public hearing. Ms. Kozar made the attached presentation. Ms. Cebula said she is concerned with the outright rejection of a service station. Mr. LaMantia said there was concern about leakage into the wells with a gas station. The Board took comments from Carole Ridley, Anne Howe, Richard Houston, and Ted Nelson. Ms. Cebula asked if someone could calculate the percentage of land that is currently designated as open space and conservation land by acreage.

OLD BUSINESS

A. Draft Letter to Cape Light Compact – *discussion and possible vote*

Ms. Brown moved to accept this letter as written and sign it and move on. Mr. LaMantia seconded the motion and the motion carried by a unanimous vote.

NEW BUSINESS

A. Proposed Golf fees for 2016 season – *discussion and possible vote*

Mr. Greer reported that the Golf Committee voted to raise the Chatham rate by \$100.00 and they voted in accordance with all the other rates he recommended. Mr. Smith noted that the sentiment with some of the members was that it would bring Chatham more into alignment with Orleans and Eastham. He stated that there was a modest decline in membership from Chatham this year and Mr. Greer commented that he believes that we haven't gotten the word out enough in Chatham. Ms. Cebula noted that they want to include some surcharges and questioned if they want another capital improvement fund. Mr. Smith responded that they do. Ms. Cebula questioned why it can't go into the Golf Improvement Fund we already have and Mr. Smith responded that the fund is specific to improvements on the playability of the golf course. Ms. Cebula asked that they get the language from Town Meeting on that. No vote was taken but the consensus of the Board was to go with Mr. Greer's recommendation to keep Chatham the same as Harwich. Ms. Brown said she believed the Chatham fee should be raised. Chairman Hughes asked them to redo this and bring it back to the Board. Ms. Cebula commented that she was in favor of the surcharges.

B. Recommendation for change of Labor Counsel – *discussion and possible vote*

Chairman Hughes stated the following:

I guess I've known Leo Peloquin now for 5 years maybe since I came back on the Board. I've seen him operate and how he's performed I guess and Chris and I did have a discussion to see if it's time to go see if there's something else out there. His rates are getting pretty high as you can see in the documentation. I will also point out if you haven't noticed Chris, our Town Administrator, has been negotiating our contracts lately and I think he's gotten a better benefit and it's been a smoother process quite frankly. I'll just say when Leo was involved we were having some issues with timely responses, I'll just put it that way with existing counsel so with that Chris why don't you explain, you went out and sought some options.

Mr. Clark stated the following:

Just to elaborate a little bit, there are a few things that Leo is pretty timely on in terms of certain things. Other things that to me are some of the core items he's actually been very slow and sometimes non responsive and that's very very difficult. In general, I think that we could probably do a little bit better. I did look up, he charges \$200 per hour and in the marketplace these are firms that either I have some familiarity with or we have some familiarity with and we went and we met with the 4 firms and under the Charter of the Town this is strictly an appointment of the Board of Selectmen to select the town labor counsel and what we did here, we vetted out the 4 firms that we have some familiarity with. These are the order of preference that we had strictly to give at least some recommendation.

Mr. Clark outlined the recommendation to the Board (attached).

Mr. Clark further stated the following:

I think it is worthwhile to consider making a change. In my experience, you need to have a real solid attorney, one that administration has a lot of faith in and I think Leo was very good in some areas and not so good in others and that's why I think it's important to bring the recommendation forward.

He questioned if the Board would like to meet the firms and stated that he would be comfortable with any of the four firms.

Ms. Brown said she would like to interview Lighthouse as they are a Cape Cod firm and we should support local business.

Chairman Hughes questioned if everyone is on board with changing counsel and the Board all agreed. Ms. Cebula said she is uncomfortable with hiring a one person firm because you have no backup and agreed that if at all possible we should use a local firm. Mr. MacAskill said they should go by Mr. Clark's recommendation as he is the one who has to work with them. Mr. Clark disclosed that he has worked with Feely and Brown for 3 years so he has a much more working knowledge. Mr. MacAskill moved to accept the Town Administrator's recommendation for labor counsel to change to Feely and Brown. Ms. Brown seconded the motion. Chairman Hughes recommended a start date of December 1. The motion carried by a unanimous vote.

ADJOURNMENT

Chairman Hughes adjourned the meeting at 9:25 p.m.

Respectfully submitted,

Ann Steidel
Recording Secretary



Danette Gonsalves
242 Route 137
Harwich, MA 02645
508-432-0196



Anita Doucette
Town Hall
732 Main Street
Harwich, MA 02645

11-20-2015

LETTER OF RESIGNATION (WIC)

My name is Danette Gonsalves and I am currently a member of the Wasterwater Implementation Committee. I have been a member since its inception in 2001, and feel as though it is time to let someone else have an opportunity to serve. I am stepping down effective immediately due to personal reasons.

I am grateful for the opportunity to have been able to serve the town and have seen great progress towards wastewater management with the formation of the CWMP and the Comprehensive Cost Recovery Plan for Wastewater Implementation. I look forward to watching the phasing progress.

Sincerely,

A handwritten signature in cursive script that reads "Danette Gonsalves".

Danette Gonsalves

TO: Chris Clark, Town Administrator
FR: Robert Cafarelli, Town Engineer
DA: 11/24/15
RE: Cranberry Valley Green Improvements

The bids for the improvements to the Cranberry Valley Golf Course were reviewed, and Shawn Fernandez and I agree that the contract should be awarded to the low bidder, Bowditch Excavating for the bid price of \$31,300.

OWNER-CONTRACTOR AGREEMENT
IMPROVEMENTS TO CRANBERRY VALLEY GOLF COURSE

THIS AGREEMENT is made this 7th day of November, 2015, by the Town of Harwich, Massachusetts, hereinafter called the "Owner" and **Bowditch Excavating** hereinafter called the "Contractor."

WITNESSETH, that the Owner and the Contractor for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK:

The Contractor shall perform all the work required for the improvements to cart paths, greens and fairways to the Cranberry Valley Golf Course at 183 Oak Street, Harwich in accordance with the Invitation for Bids, Instructions to Bidders, Bid Specifications, Plans and any other related documents, prepared by the Town of Harwich.

ARTICLE 2. TIME OF COMPLETION:

The contractor shall commence work under this Contract on the date specified in the written "Notice to Proceed" from the Owner and shall bring the work to substantial completion before April 15, 2016.

ARTICLE 3. THE CONTRACT SUM:

The Owner shall pay the Contractor for the performance of the work, subject to additions and deductions by Change Order the Contract Sum of Thirty One Thousand Three Hundred Dollars (\$31,300).

ARTICLE 4. THE CONTRACT DOCUMENTS:

The following together with this Agreement form the Contract and all are as fully a part of the contract as if attached to this agreement or repeated herein: Invitation for Bids, Bidding Documents, Instructions to Bidders, Scope of Work, amendments, change orders, or other changes mutually agreed upon in writing; all applicable State laws, including but not limited to MGL Chapter 30, § 39M as amended, and MGL Chapter 149, §§ 26 and 27 (prevailing wages), municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the construction of the project; and the Contractor's Form of General Bid as accepted by the Town (including requirements of M.G.L. Chapter 149, sections 26-27 -- Prevailing Wage Rates).

ARTICLE 5. BONDS AND INSURANCE:

The contractor shall furnish insurance certificates, satisfactory to the Town, as proof of having met the requirements of Section 15, Instructions to Bidders. A 50% Payment Bond is required.

ARTICLE 6. CONTRACT TERMINATION:

The Town may suspend or terminate this Contract by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement;
2. Violation of the provisions of this Agreement by the Contractor;
3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this contract.

ARTICLE 7. ASSIGNMENT:

The Contractor shall not make any assignment of this Contract without prior written approval of the Town.

ARTICLE 8. AMENDMENTS:

All amendments, change orders or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and the Contractor. Further, such amendments, change orders, or changes shall be in writing and signed by officials with authority to bind the awarding authority. Additionally, all amendments, change orders and changes shall be approved by the Town Accountant prior to execution by the awarding authority. No amendment, change order, or change to the contract provisions shall be made until after the written execution of the amendment, change order, or change to the Contract by both parties. All amendments, change orders and changes to this Agreement shall be in accordance with M.G.L. 30B, section 13.

ARTICLE 9. INDEMNIFICATION:

The Contractor hereby agrees to indemnify and hold harmless the Town from any and all claims, damages, losses and expenses (including attorney's fees) arising out of the performance of this Contract, when such claims, damages, losses and expenses are caused by the negligent acts, errors or omissions of the Contractor.

ARTICLE 10. APPROPRIATION:

This Agreement is subject to appropriation.

ARTICLE 11. DISCRIMINATION:

No person shall, on the grounds of race, color, national origin, sex or sexual preference, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any form.

The undersigned, Andrew Gould, in compliance with the Commonwealth of Massachusetts General Laws (Ter. Ed) Chapter 44, Section 31C, certifies that an appropriation in the amount required for this contract is available out of Account Number _____.

Andrew Gould, Finance Director/Town Accountant

CONTRACTOR:

THE TOWN:

Bowditch Excavating

Harwich Board of Selectmen

Signed By:

Title:

Date:

ATTEST:

Name: _____

Title: _____

**INVITATION FOR BIDS
TOWN OF HARWICH
IMPROVEMENTS TO CRANBERRY VALLEY GOLF COURSE**

The Town of Harwich is accepting sealed bids for improvements to cart paths, greens and fairways to the Cranberry Valley Golf Course at 183 Oak Street, Harwich, MA. 02645.

Information, bid specifications and general bid forms may be obtained from the office of the Town Administrator, 732 Main Street, Harwich, Ma 02645 (508) 430-7513. Sealed bids clearly marked "Cranberry Valley Golf Course Improvements,, will be accepted in that office until 2:00 p.m. on Thursday, November 19, 2015, at which time they will be publicly opened and read. For further information, contact Shawn Fernandez at 508-430-7561

Bid security in the form of a bid bond, certified check, treasurer's or cashier's check, payable to the Town of Harwich, is required in a dollar amount of five (5%) percent of the bid amount. A Payment Bond in the amount of 50% of the bid amount will be required from the successful bidder.

The instructions to bidders, Form of General Bid, Contract, Plans, Specifications, and other Contract Documents may be examined, obtained or mailed from the Town Administrator's Office from 8:30A.M. to 8:00 P.M. Monday, 8:30am to 4:00pm Tuesday through Thursday, and 8:30am to 12:00 noon Friday. To request mailing, call (508) 430-7513.

All bids for this project are subject to applicable bidding laws of Massachusetts, including General law Chapter 30, Section 39M as amended. Wage rates are subject to the minimum wage rates as per M.G.L. Chapter 149, Section 26 to 270 inclusive.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty days, Saturdays and Sundays and Legal Holidays excluded, after the opening of the bids. The Town of Harwich through its Board of Selectmen reserves the right to waive any informality and to reject any or all bids if it is in the best interest of the Town of Harwich to do so.

Christopher Clark
Town Administrator

Posted: 11/04/15
Central Register: 11/04/15
Chronicle: 11/05/15

INSTRUCTIONS TO BIDDERS
IMPROVEMENTS TO CRANBERRY VALLEY GOLF COURSE

An on-site pre-bid meeting and site walk will be held on Thursday, November 12, 2015 at 10:00 am to discuss scope of work. Attendees should meet at the pro shop in the clubhouse of the Cranberry Valley Golf Course. Attendance is not mandatory, but strongly suggested.

1. Receipt and Opening of Bids. The Town of Harwich is accepting sealed bids for improvements to cart paths, greens and fairways to the Cranberry Valley Golf Course at 183 Oak Street, Harwich, MA. 02645, until **2:00 p.m. on Thursday, November 19, 2015**, in the office of the Town Administrator, Town Hall, 732 Main Street, Harwich, MA 02645, at which time and place such bids will be publicly opened and read.

Bids must be submitted in duplicate in a sealed envelope, addressed to the Town Administrator, bearing on the outside the bidder's name, address, and the title: "Improvements to Cranberry Valley Golf Course,,".

Bids may be withdrawn upon request, by letter or FAX, if such request is received by the Town prior to the opening of bids. Any bid received after the time and date specified will not be considered. The bidder agrees that the bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays and legal holidays excluded, after the opening of bids.

2. Location and Work to be Done. The location of the work is at the Cranberry Valley Golf Course at 183 Oak Street in Harwich. The work to be done is specified under SCOPE OF WORK in this document.

The Contractor shall furnish all labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies and all other things necessary to do all work required for the completion of each item of the work and as herein specified.

3. Minimum Criteria/Ability and Experience of Bidder. No award will be made to any bidder who cannot satisfy the Town that he/she has sufficient ability and experience in this class of work (golf course related work) and sufficient capital and plant to enable him/her to prosecute and complete the work successfully within the time named. The Town's decision or judgment on these matters will be final, conclusive and binding.

4. Conditions of Work. Each bidder must inform him/herself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract.

5. Security for Faithful Performance. Bidders must furnish along with Form of General Bid a Bid Bond in the sum of five percent (5%) of the total bid. Bonds furnished must be with a surety company acceptable to the Town.

6. Laws and Regulations. The Contractor shall abide by all applicable state laws, municipal by-laws, and the rules and regulations of all authorities having jurisdiction over the construction of this project, and shall be deemed to be included in the contract the same as though herein written out in full.

In particular, this contract is subject to M.G.L. c. 30:

Method of Payment to Subcontractors
G.L. c. 30, §39F (a) through (i)

Method of Payment to Contractors
G.L. c. 30, §39K

Differing Site Conditions
G.L. c. 30, §39N

Suspension of Work
G.L. c. 30, §39O

Prompt Decisions
G.L. c. 30, §39P

Records of Contractor
G.L. c. 30, § 39R

7. Liquidated Damages for Failure to Initiate Work Contracted. The successful bidder, upon his failure to initiate work as specified in the Notice to Proceed or to deliver the required Bonds within 10 days after he/she has received Notice to Proceed, shall forfeit to the Town, as liquidated damages for such failure or refusal, a portion of security deposited with his/her bid, but the amount forfeited shall not exceed the difference between his/her bid and the bid price of the next lowest responsible and eligible bidder. On case of death, disability, bonafide clerical or mechanical error of a substantial nature, or other similar unforeseen circumstances affecting the bidder, his/her bid deposit will be returned.

8. Site Disruption. The site is the Cranberry Valley Golf Course. Efforts should be made to minimize disruption of the normal operation of the area.

9. Obligation of Bidder. At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to his bid.

10. Information Not Guaranteed. All information given in the Contract Documents relating to existing conditions is from the best sources at present available to the Town of

Harwich. All such information is furnished only for the information and convenience of bidders and is not guaranteed. It is agreed and understood that the Town does not warrant or guarantee that the existing conditions encountered during construction will be the same as those indicated in the Contract Documents.

It is further agreed and understood that no bidder or contractor shall use or be entitled to use any of the information made available to him or obtained in any manner on a basis of or ground for any claim or demand against the Town arising from or by reason of any variance which may exist between the information made available and the conditions, actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

11. Return of Bid Security. Each bid must be accompanied by a certified check, a bid bond, cash, a treasurer's or cashier's check, payable to the Town, in the amount of five percent (5%) of the total bid. Such checks will be returned to all except the three lowest responsible and eligible bidders within five days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids and the remaining checks will be returned promptly after the Town and the accepted bidder have executed the Contract; or, if no Contract has been executed, within 30 days, Saturdays, Sundays, and holidays excluded, after the date of the opening of the bids.

12. Right to Reject Bid. The Town may consider informal any bid not prepared and submitted in accordance with the provisions contained herein and may waive any informalities or reject any and all bids, should the Town deem it to be in the public interest to do so.

The Town may also reject bids which, in its sole judgment, are incomplete, conditional, obscure or not responsive or which contain additions not called for, erasures not properly initialed, alterations, or similar irregularities, or the Town may waive such omissions, conditions or irregularities.

13. Contractor Records. The successful bidder shall comply with the provisions of MGL Chapter 30, § 39R, concerning Contractor records.

14. Time for Completion. The bidder must agree to commence work on or before a date to be specified in the written "Notice to Proceed" from the Town and the Form of General Bid shall include a determination of the length of time to complete the project after receipt of "Notice to Proceed." It is the intent of the Town to have the project completed as soon as practicable, but realizes weather may be a factor in the successful completion of this project. Completion date to be no later than April 15, 2016.

15. Insurance. The successful bidder shall carry and maintain in effect during the term of the contract the following kinds and minimum amounts of insurance. Such insurance shall cover claims and suits which arise out of or result from the contractor's execution of the contract work.

Worker's Compensation: as required by the Worker's Compensation Laws of the Commonwealth of Massachusetts and, in conjunction therewith, Employer's Liability with a minimum limit of \$500,000

Comprehensive General Liability: including, but not limited to, Bodily Injury, Personal Injury and Property Damage Liability, Full Contractual Liability and liability arising from Explosion, Collapse and Underground Damage and all other application insurance necessary to carry out the contractual obligation to proceed under the contract. Minimum limit of liability is \$1,000,000 as required by the Town of Harwich's insurance carrier.

Automobile Bodily Injury and Property Damage Liability: for all owned, non-owned and hire vehicles operated in connection with the performance of the contract. Minimum limits of liability:

Bodily Injury :	\$1,000,000
Property Damage:	\$250,000

Certificate of Insurance: Prior to beginning work under the contract, the selected contractor shall furnish the Town a Certificate of Insurance naming the Town as a Certificate holder, acceptable to said Town evidencing the existence of the foregoing insurance coverages. Such Certificate also shall provide that the Town will be notified at least 30 days in advance of the cancellation or non-renewal of any insurance covered by the Certificate.

A Payment Bond in the amount of 50% of the bid amount will also be required from the successful bidder.

16. Award of Contract. In reviewing submitted bids, the Town will look for the bidder who meets the minimum criteria and submits the most advantageous price bid. If it is deemed in the best interests of the Town, all bids may be rejected and a further solicitation conducted.

17. Wage Rates. Prevailing wage rates as determined by the Commissioner of the Department of Labor and Industries under the provisions of M.G.L. c. 149, §26-27G, as amended, are a part of this project. It is the responsibility of the contractor, before bid opening, to request, as necessary, any additional information on prevailing wage rates for those trades people who may be employed for the proposed work under this contract. State schedules of prevailing wage rates are attached to this request for bids.

SCOPE OF WORK
IMPROVEMENTS TO CRANBERRY VALLEY GOLF COURSE

1 Hole #10/ #14 Tee

Remove all irrigation from the shut off valve out to include all pipes and heads to be reused latter.

Strip sod from tee platform and bordering slope and transport to stockpile area identified by owner on property.

Remove existing mound on side of tee and incorporate into new tee platform. Owner will provide tee mix to shim, topsoil.

Re- install irrigation heads and pipes back to original valve.

Purchase and install lo-cut bluegrass on tee top (est. 2800 sqft).

Purchase and install bluegrass and fescue blend on slopes to blend to with surrounding areas(est. 1200 sqft).

2 Cart Path Work #12 Men's Tee area

Remove and dispose of existing asphalt path (est. total area 2700 sf) fill with topsoil provided by owner. Vehicles used for hauling material shall be no larger than a one ton truck.

Purchase blue / rye / fescue sod and install where cart path was.

Remove stumps on new pathway with onsite disposal (27).

Construct 5' wide new cart path on right side with teardrop at end using tee. Cart path to be constructed with 4,, compacted T-Base, 2,, binder course asphalt and 1,, top course asphalt. Finish surface of cart path to be a minimum 1,, above surrounding grade to drain storm run off.

3 Drainage for Hole #10 and #13

Hole #10 Fairway

Owner will mark out area to install drain line and mark all irrigation impacts.

A 10,, wide drain trench will be excavated, approx. 2.5 feet deep (320 lf in length est.)

A 6,, ADS drain pipe will be installed per manufacturer's specifications, and backfilled with sand, topsoil.

Purchase and install new sod (fairway height ½,, rye/ fescue mix).

Owner will provide all drainage sand and topsoil needed.
Drainage pipe and sod to be provided by contractor.

Hole #13 Green Collar Area

Owner will mark out drain route and all irrigation impacts.

The Collar edge will be lowered and sod will be reinstalled. (est. 50 sqft)

A 4,, ADS drain pipe will be installed and backfilled with sand, topsoil and existing turf.

Owner will provide all drainage sand and topsoil needed.
Drainage pipe and sod to be provided by contractor.

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

(Signature of individual signing bid or proposal)

(Name of Company)

STATEMENT OF TAX COMPLIANCE

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to my knowledge and belief, have complied with all laws of the Commonwealth of Massachusetts relating to taxes.

Social Security or Federal
Identification Number

Signature of individual
signing bid or proposal

OWNER-CONTRACTOR AGREEMENT
IMPROVEMENTS TO CRANBERRY VALLEY GOLF COURSE

THIS AGREEMENT is made this _____ day of November, 2015, by the Town of Harwich, Massachusetts, hereinafter called the "Owner" and _____ hereinafter called the "Contractor."

WITNESSETH, that the Owner and the Contractor for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK:

The Contractor shall perform all the work required for the improvements to cart paths, greens and fairways to the Cranberry Valley Golf Course at 183 Oak Street, Harwich in accordance with the Invitation for Bids, Instructions to Bidders, Bid Specifications, Plans and any other related documents, prepared by the Town of Harwich.

ARTICLE 2. TIME OF COMPLETION:

The contractor shall commence work under this Contract on the date specified in the written "Notice to Proceed" from the Owner and shall bring the work to substantial completion before April 15, 2016.

ARTICLE 3. THE CONTRACT SUM:

The Owner shall pay the Contractor for the performance of the work, subject to additions and deductions by Change Order the Contract Sum of:

ARTICLE 4. THE CONTRACT DOCUMENTS:

The following together with this Agreement form the Contract and all are as fully a part of the contract as if attached to this agreement or repeated herein: Invitation for Bids, Bidding Documents, Instructions to Bidders, Scope of Work, amendments, change orders, or other changes mutually agreed upon in writing; all applicable State laws, including but not limited to MGL Chapter 30, § 39M as amended, and MGL Chapter 149, §§ 26 and 27 (prevailing wages), municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the construction of the project; and the Contractor's Form of General Bid as accepted by the Town (including requirements of M.G.L. Chapter 149, sections 26-27 -- Prevailing Wage Rates).

ARTICLE 5. BONDS AND INSURANCE:

The contractor shall furnish insurance certificates, satisfactory to the Town, as proof of having met the requirements of Section 15, Instructions to Bidders. A 50% Payment Bond is required.

ARTICLE 6. CONTRACT TERMINATION:

The Town may suspend or terminate this Contract by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement;
2. Violation of the provisions of this Agreement by the Contractor;
3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this contract.

ARTICLE 7. ASSIGNMENT:

The Contractor shall not make any assignment of this Contract without prior written approval of the Town.

ARTICLE 8. AMENDMENTS:

All amendments, change orders or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and the Contractor. Further, such amendments, change orders, or changes shall be in writing and signed by officials with authority to bind the awarding authority. Additionally, all amendments, change orders and changes shall be approved by the Town Accountant prior to execution by the awarding authority. No amendment, change order, or change to the contract provisions shall be made until after the written execution of the amendment, change order, or change to the Contract by both parties. All amendments, change orders and changes to this Agreement shall be in accordance with M.G.L. 30B, section 13.

ARTICLE 9. INDEMNIFICATION:

The Contractor hereby agrees to indemnify and hold harmless the Town from any and all claims, damages, losses and expenses (including attorney's fees) arising out of the performance of this Contract, when such claims, damages, losses and expenses are caused by the negligent acts, errors or omissions of the Contractor.

ARTICLE 10. APPROPRIATION:

This Agreement is subject to appropriation.

ARTICLE 11. DISCRIMINATION:

No person shall, on the grounds of race, color, national origin, sex or sexual preference, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any form.

The undersigned, Andrew Gould, in compliance with the Commonwealth of Massachusetts General Laws (Ter. Ed) Chapter 44, Section 31C, certifies that an appropriation in the amount required for this contract is available out of Account Number _____.

Andrew Gould, Finance Director/Town Accountant

CONTRACTOR:

THE TOWN:

Company Name:

Harwich Board of Selectmen

Signed By:

Title:

Date:

ATTEST:

Name: _____

Title: _____

LABOR AND MATERIALS BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called
(Corporation, Partnership, of Individual)

PRINCIPAL, and

(Name of Surety)

(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto TOWN OF HARWICH, A MUNICIPAL CORPORATION, IN BARNSTABLE COUNTY, MASSACHUSETTS hereinafter called OWNER, in the total aggregate penal sum of (50% OF TOTAL BID AMOUNT)\$ _____ Dollars)
(_____ Dollars)
(words)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain CONTRACT with the OWNER, dated this __ day of _____, 2015, a copy of which is hereto attached and made a part hereof for the services of:

“Improvements to the Cranberry Valley Golf Course,,

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such CONTRACT, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK and all insurance premiums on said WORK, and for all labor cost incurred in such WORK, and to any mechanic or material man lien holder whether it acquired its lien by operation of State of Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms, and corporations having a direct contract with the PRINCIPAL, or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for the value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDE, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, is being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment,, wherever used in the BOND and whether referring to this BOND, the contract or the loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDE FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each of which shall be deemed an original, this _____ day of _____, 2015.

ATTEST:

Principal

(Principal Secretary)

(SEAL)

BY:

(Witness as to Principal)

(Address)

ATTEST:

(Witness as to Surety)

BY:

(Attorney in-fact)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is a partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the Commonwealth of Massachusetts.



Harwich Council on Aging

100 Oak Street, Harwich, MA 02645

Council 508-430-7550
Outreach 508-430-7551

November 24, 2015

Board of Selectmen
Chairman
732 Main Street
Harwich, MA 02645



Dear Mr. Chairman;

Please accept as gifts to the Council on Aging Gift Account #14085004 donations totaling \$405.00 deposited with the Town Treasurer. Please send a note of thanks to the enclosed list. All other thank you notes have been sent.

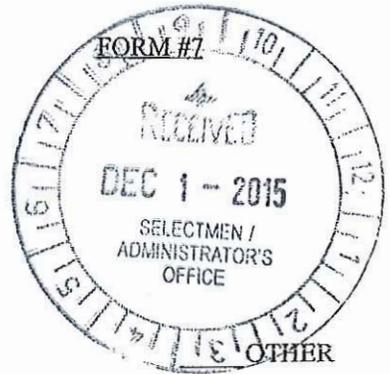
Also please accept the gift of \$50.00 to the Town Nurse Gift Account #15125102 deposited with the Town Treasurer.

Sincerely,

Barbara-Anne Foley
Harwich COA Director



OFFICE OF THE SELECTMEN
732 MAIN STREET
HARWICH, MA 02645
Telephone: (508) 430-7513



APPLICATION FOR LICENSE/PERMIT

PLEASE CHECK

ROAD RACE

CRAFT FAIR

IN ACCORDANCE WITH THE PROVISIONS OF THE STATUTES RELATING THERETO, APPLICATION AS STATED ABOVE IS HEREBY MADE BY:

NAME OF BUSINESS IRISH PUB PHONE 508-432-8808

BUSINESS ADDRESS 126 MAIN ST. W. HARWICH MA 02671

MAILING ADDRESS Box 106 RTE 28 W HARWICH 02671

PLEASE STATE THE PURPOSE FOR WHICH LICENSE/PERMIT IS REQUESTED

ANNUAL PUB ROAD RACE

DESCRIPTION OF ROAD RACE/CRAFT FAIR/OTHER EVENT TO BE LICENSED, PLEASE LIST DATE, TIME, LOCATION/ROUTE, ETC.

DATE AUG 6th 2016

TIME 10 AM.

ROUTE/LOCATION STARTS & ENDS AT IRISH PUB

SAME ROUTE AS ALWAYS

(please use reverse side if necessary)

Brenda O'Reilly
Signature of Applicant

MANAGER
Title

Social Security Number of Federal Identification Number

Tax Exempt ID (for non-profit organizations)

Signature of Individual or Corporate Name

By Corporate Officer (if applicable)

*****REGULATORY COMPLIANCE FORM*****

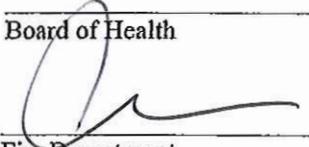
THE EVENT(S) TO BE LICENSED AS DESCRIBED HEREIN HAVE BEEN REVIEWED AND APPROVED BY:


Police Department Date

Building Commissioner Date

Recreation & Youth Commission Date

Board of Health Date

 12/1/15
Fire Department Date

*****Required signatures are to be obtained by the Applicant prior to submission of application with the Selectmen's Office.**

For Office Use Only

FEE _____ CASH _____ CHECK _____

FOR _____

REVIEWED BY _____

DATE LICENSE ISSUED _____

DEPUTY ASSESSOR/ASSESSING DIRECTOR

DEFINITION

The ~~Deputy Assessor~~Assessing Director assists the Board of Assessors in preparing the annual real estate, personal property and excise tax rolls; responsible for record keeping and reporting and coordination with the revaluation contractor; other related work, as required.

ESSENTIAL DUTIES AND RESPONSIBILITIES

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

Coordinates the daily operation of the assessing office; provides training and assistance to department staff and the Board of Assessors.

Responds to inquiries from staff, the Board and the public; provides town financial information to the Board of Assessors and the Town Administrator; provides information to the Board of Selectmen and the public, through notices, the media and public speaking engagements.

Appraises commercial and residential property to determine market value.

Coordinates activities with the Tax Collector, Town Accountant, Building Inspector, Open Space Committee and the Finance Committee.

Testifies before the Appellate Tax Board to defend the town's assessments.

Coordinates activities with the revaluation firm and the Department of Revenue to certify assessments; reviews deeds, surveys and new construction for quality control and final evaluation decisions.

Performs other similar or related duties, as required or as situation dictates.

SUPERVISION

Works under the policy direction of the Board of Assessors and the administrative direction of the Town Administrator, in accordance with state statutes and the directives of the Department of Revenue; performs complex and technical duties requiring considerable judgment and initiative in overseeing valuations on real and personal property; work is reviewed by the Town Administrator and the Board.

SUPERVISORY RESPONSIBILITIES

Supervises four full-time employees.

WORK ENVIRONMENT

Most work is performed in office conditions; some field work is performed with some exposure to weather and the hazards associated with construction sites.

The employee operates standard office equipment and an automobile.

The employee has regular contact with other town departments, vendors and taxpayers.

The employee has access to department-related confidential information, including applications for abatements and exemptions and income and expense information.

Errors could result in loss of revenue to the town, monetary loss to taxpayers, or legal repercussions.

RECOMMENDED MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE

Bachelor's Degree; three years of experience in real estate appraisal and valuation of property for tax purposes; municipal experience preferred; or an equivalent combination of education and experience.

ADDITIONAL REQUIREMENTS

Massachusetts Accredited Assessor (M.A.A.)

KNOWLEDGE, ABILITY AND SKILL

Knowledge of modern assessment practices and procedures and Massachusetts General Laws, policies and regulations relating to the assessment of property and the levying of taxes; working knowledge of computer applications for assessing functions.

Ability to establish and maintain cooperative working relationships with taxpayers; ability to work in stressful situations; ability to interpret laws and regulations and apply them to individual situations; ability to communicate effectively, both orally and in writing.

Communication, negotiation, and organizational skills; aptitude for working with laws, regulations and numbers and details.

PHYSICAL REQUIREMENTS

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

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.



*The Commonwealth of Massachusetts
State Reclamation Board*

Cape Cod Mosquito Control Project

259 Willow Street, 2nd Floor, Suite 3

Yarmouthport, Massachusetts 02675

Tel: (508) 775-1510 • Tel: (508) 362-9757

Fax: (508) 362-7917



COMMISSIONERS:

J. Gregory Milne, Chairman

Charles Sumner, Vice Chairman

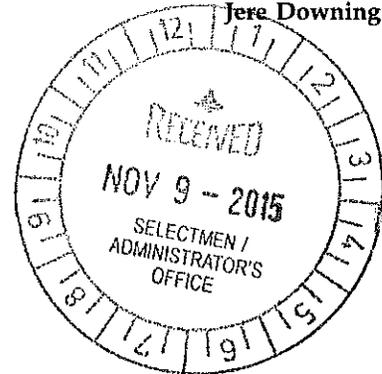
Arthur Neill, Secretary

James H. Quirk

Jere Downing

**John W. Doane
Superintendent**

**Gabrielle Sakolsky-Hoopes
Assistant Superintendent**



November 4, 2015

Town of Harwich
Attn: Christopher Clark
732 Main Street
Harwich, MA 02645

RE: State Reclamation Board Budget Notification

Dear Christopher,

Enclosed please find a budget certification form developed by the State Reclamation Board (SRB). The board requests that the Chief Executive Officer or designee sign form SRB-3 and return to our office. This form was created to act as acknowledgement of your towns' membership with the Cape Cod Mosquito Control Project and its' associated costs. Costs can be found on form SRB-1 page 3.

Please feel free to contact me with any questions you may have.

Sincerely,

John W. Doane
Superintendent

Enc.
JWD/cms

CC: Finance Committee; Town Selectmen

District Name: Cape Cod Mosquito Control Project

**NOTICE OF PUBLIC MEETING TO PRESENT AND DISCUSS
ITS PRELIMINARY PROPOSED BUDGET FOR FY2017**

Notice is hereby given that the Cape Cod Mosquito Control Project (the "District") will hold an informational public meeting at the time and place indicated below in order to present and discuss the District's preliminary proposed budget for **FY2017**, and to receive comments and answer questions from the public and local public officials in connection therewith.

- 1. Date: November 16, 2015 *[not later than March 1st]*
- 2. Time: 10:00AM
- 3. Location: 259 Willow Street Suite 3 Yarmouthport, MA 02675

4. A copy of the District's preliminary proposed budget is available for inspection during regular business hours at the following location(s):
259 Willow Street Suite 3 Yarmouthport, MA 02675

5. The total preliminary dollar amount that the District is proposing for FY2017 is \$2,010,406.30. The chart found below highlights the preliminary budget request by the district for the coming year with pertinent budget information that fully describes the "total trust fund account" budget amount available for the District to expend in FY2017.

A. District Name	B. Number of Employees	C. FY2017 Preliminary Proposed Budget Amount	D. FY2017 % Increase towards Operating Budget	E. FY2017 % Increase towards Capital Budget	F. FY2017 Total % Increase Over Certified FY2016 Budget (Add D + E)	G. FY2016 Estimated Balance Forward /Rollover Amount	H. FY2016 Actual Budget Revenues	I. FY2017 Total Funding Available in Trust Account (Add C + G)
Cape Cod	26	\$2010406.3	2.5%	0%	2.5%	\$77,800	\$1,961,963.91	\$2,088,206.30

6. The member municipalities within the District together with each municipality's estimated proportionate share thereof expressed both as a percentage and as a dollar amount, are as set forth on Form SRB-1, Page 2. **As of the date of this notice, the District is comprised of 15 municipalities as listed on Form SRB-1, Page 3.**

If the composition of the District changes because one or more municipalities join or withdraw from the District, the total preliminary budget will be adjusted pro rata.

7. Copies of the preliminary proposed budget will be available for inspection at the meeting, at which reasonable time will be accorded to those in attendance to ask questions and to offer comments. *Comments may also be sent directly to the Board via the Executive Director by April 15th.*

8. A copy of this Notice, together with a copy of the preliminary budget proposed, has been delivered or mailed to the Chief Administrative Officer, Chief Executive Officer, to the Finance Committee of each member municipality having a finance committee, and to the State Reclamation and Mosquito Control Board.

Sandra M. Woodbridge CPA

Harwich, MA 02645

Graduated Magna Cum Laude University of New Haven 1985 with a BS in accounting.

Founded the firm of Sandra Woodbridge CPA in November 1990. Merged with Michaud and Accavallo, CPA's LLC in November 2012 to become MAWC LLC.

Worked with Neighborhood Housing of New Haven a non-profit under NeighborWorks® America for the past eleven years. The organization purchases and rehabs housing for low income families. They also assist in low income families purchase housing not owned by Neighborhood Housing.

I have over 30 years diversified business experience in both the public and private sector.

Area of practice includes accounting, auditing, taxation, small business consulting and financial planning

Served as an elected member of the board of finance for the Town of Clinton, CT Instrumental in restructuring the Henry Carter Hull Library endowment to double their income and in helping the library purchase a much larger building with the help of the board of finance.

Served as treasurer of Women and Family Life Center, a non-profit in Guilford, CT for seven years.

Served as Board Member of Vista Vocational and Life Center a school for disabled adults. I was involved in securing affordable housing for the graduates. This consisted of apartments, condo's and congregate housing options.

Member of both the AICPA and CSCP. I has passed the series 7 Investor's exam and life health and disability exams.

**TOWN OF HARWICH
NOTICE OF VACANCY
HARWICH HOUSING AUTHORITY**

ALL APPLICANTS WILL BE CONSIDERED

The Harwich Board of Selectmen and the Harwich Housing Authority (HHA) is interested in appointing an Interim member to the Harwich Housing Authority. The term of this appointment will be effective until the next Annual Election in May 2015.

The Harwich Housing Authority manages a small number of affordable rental housing units. The HHA members are charged with oversight of the activities of the HHA staff. The HHA seeks to promote and support the creation of additional affordable rental units in the community and may participate in new initiatives to accomplish that objective.

The HHA meets the last Tuesday of most months at 7:00 PM at Town Hall. The primary responsibility of members is to attend and participate in those meetings.

TO APPLY: All those having an interest in serving on this committee can fill out a Citizens Activity Record Form available at the Office of Selectmen, 732 Main Street, Harwich or on-line at http://harwichma.virtualtownhall.net/Public_Documents/HarwichMA_Admin/index.

CHECKLISTS FOR RESIGNATION OF ELECTED AND APPOINTED OFFICIALS

AND

FILLING OF VACANCIES IN ELECTED POSITIONS

Resignation

Statutory Provision: G.L. c.41, §109

1. Elected and appointed officers of the Town shall file a written letter of resignation with the Town Clerk.
2. The resignation may either be effective immediately, or may specify a date certain in the future for the effective date thereof.
3. Once the resignation is received by the Town Clerk, the position is deemed to be vacant and the Town Clerk is required to notify the remaining members of the board or committee, if applicable, as well as the Board of Selectmen, of the vacancy and the effective date of the resignation.

Policy Considerations

1. When a written letter of resignation is presented at a public meeting, the elected or appointed officer acknowledges that the clerk of such board or committee shall include a copy thereof in the minutes of the meeting and shall file the written resignation with the Town Clerk as soon as possible thereafter.
2. The filing of such resignation by the clerk of said board or committee shall constitute a resignation for purposes of G.L. c.41, §109, and may not thereafter be "rescinded," even if such person fails to also personally file the letter of resignation with the Town Clerk.
3. For purposes of G.L. c.41, §109 and this policy, the term "elected officer" shall mean every person elected to office by the voters of the Town at an election, and the term "appointed officer" shall mean a person: (1) whose duties are public in nature; (2) who has entrusted to him some portion of the sovereign authority of the state; (3) whose duties are not merely clerical, but involve the exercise of power and authority bestowed by the law; and (4) who holds a position established by law (either in the General Laws and/or the Town Charter). See Attorney General v. Tillinghast, 203 Mass. 539 (1909).

Election to Fill a Vacancy

Statutory Provision: G.L. c.41, §10

1. In case of a vacancy caused by resignation, death, or otherwise, in an office other than the Board of Selectmen, the Board of Selectmen may, consistent with Section 6-2-1 of the Town Charter:
 - (a) fill the position pursuant to G.L. c.41, §11;
 - (b) place the office on the ballot at an annual or special election.
2. In the case of a vacancy on the Board of Selectmen, the Board may consistent with Section 3-1-2 of the Town Charter, place the office on the ballot at an annual or special election.

In the event that the Board of Selectmen receives a petition of 200 or more registered voters not less than 100 days prior to the date of the next annual election, the Board of Selectmen shall call a special election to fill the vacancy.
3. In order for the office to appear on the ballot, the Board of Selectmen must file with the Town Clerk notice thereof not less than 64 days prior to the date of the election.
4. If the resignation designates a future date certain as its effective date, the Board of Selectmen may place the office on a ballot at an election held on or after the effective date of the resignation creating the vacancy.

Policy Considerations

1. If an elected official is contemplating a voluntary resignation, consideration should be given to the timing thereof to facilitate the filling of the position at an annual election. Such consideration should take into consideration scheduled meetings of the Board of Selectmen occurring prior to the 64th day prior to the date of the annual election.

The General Laws of Massachusetts

[Search the Laws](#)

PART I. ADMINISTRATION OF THE GOVERNMENT

TITLE VII. CITIES, TOWNS AND DISTRICTS

CHAPTER 41. OFFICERS AND EMPLOYEES OF CITIES, TOWNS AND DISTRICTS

ELECTION OF TOWN OFFICERS

Chapter 41: Section 11. Appointment to fill vacancy in town office

Go To:
Next Section
Previous Section
Chapter Table of Contents
MGL Search Page
General Court Home
Mass.gov

Section 11. As used in this section, the term "vacancy" includes a failure to elect. If a vacancy occurs in any town office, other than the office of selectman, town clerk, treasurer, collector of taxes or auditor, the selectmen shall in writing appoint a person to fill such vacancy. If there is a vacancy in a board consisting of two or more members, except a board whose members have been elected by proportional representation under chapter fifty-four A, the remaining members shall give written notice thereof, within one month of said vacancy, to the selectmen, who, with the remaining member or members of such board, shall, after one week's notice, fill such vacancy by roll call vote. The selectmen shall fill such vacancy if such board fails to give said notice within the time herein specified. A majority of the votes of the officers entitled to vote shall be necessary to such election. The person so appointed or elected shall be a registered voter of the town and shall perform the duties of the office until the next annual meeting or until another is qualified.

The General Laws of Massachusetts

[Search the Laws](#)**PART I. ADMINISTRATION OF THE GOVERNMENT****TITLE VII. CITIES, TOWNS AND DISTRICTS**

Go To:
[Next Section](#)
[Previous Section](#)
[Chapter Table of Contents](#)
[MGL Search Page](#)
[General Court Home](#)
[Mass.gov](#)

CHAPTER 41. OFFICERS AND EMPLOYEES OF CITIES, TOWNS AND DISTRICTS**ELECTION OF TOWN OFFICERS****Chapter 41: Section 10. Failure to elect; procedure to fill vacancy; notice**

Section 10. If there is a failure at an election to choose a town officer, except a selectman, or if a person chosen shall not accept such office, or if a vacancy shall occur, the town may at any meeting elect a person to such office.

If, at an election of town officers for which official ballots are used, there is a failure to elect a town officer, he may be elected at an adjourned or succeeding meeting; and ballots shall be prepared and furnished for such meeting, containing the nominations already made and such as may subsequently be made for the office.

The proceedings in such election and the qualifications of a person to be elected or appointed in case of failure to elect, refusal to accept or vacancy shall be the same as in an original election.

If there is a failure to elect or a vacancy occurs in the office of selectman, the remaining selectmen or selectman may call a special election to fill the vacancy and shall call such election upon the request in writing of two hundred registered voters of the town, or twenty per cent of the total number of registered voters of the town, whichever number is the lesser; provided, that such request is filed with them or him not less than one hundred days prior to the date of the next annual election.

If there is a resignation of a town officer creating a vacancy at some later time certain, and such resignation is filed with the town clerk in accordance with the provisions of section one hundred and nine, said town clerk shall certify a vacancy shall occur at the later time certain and the board of selectmen may call a special election as provided in this section; provided, however, that no such election may be held prior to the effective date of the resignation creating such vacancy.

No election shall be held for any office pursuant to this section unless the selectmen file with the town clerk notice of an election for such office not less than fifteen days before the last day to submit nomination papers to the registrars of voters for certification, before the election or any preceding primary, caucus, or preliminary election.

The General Laws of Massachusetts

[Search the Laws](#)

PART I. ADMINISTRATION OF THE GOVERNMENT

TITLE VII. CITIES, TOWNS AND DISTRICTS

CHAPTER 41. OFFICERS AND EMPLOYEES OF CITIES, TOWNS AND DISTRICTS

TERM OF OFFICE AND COMPENSATION OF TOWN OFFICERS

Chapter 41: Section 109. Resignation; notice; residence requirements

Go To:
Next Section
Previous Section
Chapter Table of Contents
MGL Search Page
General Court Home
Mass.gov

Section 109. No resignation of a town or district officer shall be deemed effective unless and until such resignation is filed with the town or district clerk or such later time certain as may be specified in such resignation. Upon receipt of a resignation the clerk shall notify the remaining members, if the resignation is received from a board of two or more members, and he shall further notify the executive officers of the town or district and such notification shall include the effective date of the resignation. Unless otherwise provided by general or special law, ordinance or by-law, a person need not, in order to accept appointment to a public office in a town or district, be a resident of such town or district; provided, however, that if an appointed town or district officer is required to become a resident within a period of time specified at the time of his appointment by the board or officer making the appointment but fails to do so within the time specified, or if an elected or appointed town or district officer removes from the town or district in which he holds his office, he shall be deemed to have vacated his office.

The General Laws of Massachusetts

[Search the Laws](#)**PART I. ADMINISTRATION OF THE GOVERNMENT****TITLE VII. CITIES, TOWNS AND DISTRICTS****CHAPTER 41. OFFICERS AND EMPLOYEES OF CITIES, TOWNS AND DISTRICTS****ELECTION OF TOWN OFFICERS****Chapter 41: Section 11. Appointment to fill vacancy in town office**

Section 11. As used in this section, the term "vacancy" includes a failure to elect. If a vacancy occurs in any town office, other than the office of selectman, town clerk, treasurer, collector of taxes or auditor, the selectmen shall in writing appoint a person to fill such vacancy. If there is a vacancy in a board consisting of two or more members, except a board whose members have been elected by proportional representation under chapter fifty-four A, the remaining members shall give written notice thereof, within one month of said vacancy, to the selectmen, who, with the remaining member or members of such board, shall, after one week's notice, fill such vacancy by roll call vote. The selectmen shall fill such vacancy if such board fails to give said notice within the time herein specified. A majority of the votes of the officers entitled to vote shall be necessary to such election. The person so appointed or elected shall be a registered voter of the town and shall perform the duties of the office until the next annual meeting or until another is qualified.

Go To:
[Next Section](#)
[Previous Section](#)
[Chapter Table of Contents](#)
[MGL Search Page](#)
[General Court Home](#)
[Mass.gov](#)



Harwich Town Hall 732 Main St., Harwich, MA 02645 PH: (508) 430-7514

DR_FULL_LINE Begins With 97 Route 28
CORD_TYPE =

ject #	RECORD ID	DATE OPENED	ADDR FULL LINE	RECORD TYPE	RECORD NAME	DESCRIPTION	STATUS	MAP	LOT	AREA PARCEL
5-05	16235_BEM-2013-0916	9/9/2014	97 ROUTE 28	Building Historic Data Conversion	Building Historic Data Conversion	Notice of Intent	In Progress	10	W5	64,033.20
3-21	14361_BEM-2013-0916	5/15/2013	97 ROUTE 28	Historic Notice of Intent	Historic NOI to Demolish	Notice of Intent	Withdrawn	10	W5	64,033.20
	7685_BHJ-2013-0528	1/17/2013	97 ROUTE 28	Percolation Test Application	Percolation Test Application	Test Holes - 2; proposed to combine #93 & #97 for affordable housing development	In Progress	10	W5	64,033.20
3-4	7653_BHJ-2013-0497	1/9/2013	97 ROUTE 28	Percolation Test Application	Percolation Test Application	See #93 RT 28; Trench permit #13-4 shared between two lots for potential merge for affordable housing	In Progress	10	W5	64,033.20
81	2993_BHJ-2006-0766	5/1/2006	97 ROUTE 28	Title 5 Official Inspection	Title 5 Official Inspection	RET	In Progress	10	W5	64,033.20
	6565_276	6/1/2000	97 ROUTE 28	Building Historic Data Conversion	Building Historic Data Conversion	PLUMBING	Closed			
	6563_276	10/27/1999	97 ROUTE 28	Building Historic Data Conversion	Building Historic Data Conversion	RE-ROOF	Closed			
	43170_276	12/1/1995	97 ROUTE 28	Disposal System Construction Permit	Disposal System Construction Permit	21E RTN 4-11830	Closed	10	W5	64,033.20
	CT-2007-000060	12/1/1995	97 ROUTE 28	Enforcement/Board of Health/Complaint/NA	Enforcement BOH Complaint	RTN # 4-11830	Closed	10	W5	64,033.20
54	43169_276	12/26/1991	97 ROUTE 28	Disposal System Construction Permit	Disposal System Construction Permit	SEWAGE	Closed	10	W5	64,033.20
	6562_276	11/20/1991	97 ROUTE 28	Building Historic Data Conversion	Building Historic Data Conversion	ALTERATION	Closed			
A.	6564_276	3/28/1978	97 ROUTE 28	Building Historic Data Conversion	Building Historic Data Conversion	78-15	Closed			

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[Home](#) | [Property](#) | [Payment Processing](#) | [People](#) | [Inspection](#) | [GIS](#) | [Ad Hoc Reports](#) | [Set Processing](#) | [Preferences](#) | [Global Search](#) | [V360](#)

Bulletin Board  

⇒ After creating or searching for an application scroll down to see the navigation links and the information for the particular application.

This will reduce scrolling up and down.

Quicklinks  

- ▶ [Title 5 - License Check](#)
- ▶ [WC - Proof of Insurance](#)

My Navigation  

Record  

Menu Search New Delete GIS View Log Reports Help My Filters 

Showing 1-5 of 50+

<input type="checkbox"/>	Record #	Status	Tracking #	Address Line 1	Record Type
<input type="checkbox"/>	BLDTR-15-000696	Ready to Issue	TR15-134	10 KINGS RD	Trench
<input type="checkbox"/>	BOHDC-15-0736	Application Accelpted	S15-199	9 HAROLD ST	Disposal System Construction Permit
<input type="checkbox"/>	BOHDC-15-0740	Issued		9 WILLIA...	Disposal System Construction Permit
<input type="checkbox"/>	BOHPT-15-0737	Ready to Issue		10 KINGS RD	Percolation Test Application
<input type="checkbox"/>	BOHT5-15-0738	Plan Review	RET15-291	8 WALTHE...	Title 5 Official Inspection

Page of 10  

Record ID: BLDTR-15-000696

Menu Manage Inspection Delete Search Select Record To Copy From Edit Flow View Log

Record Inspections Related Records Inspections

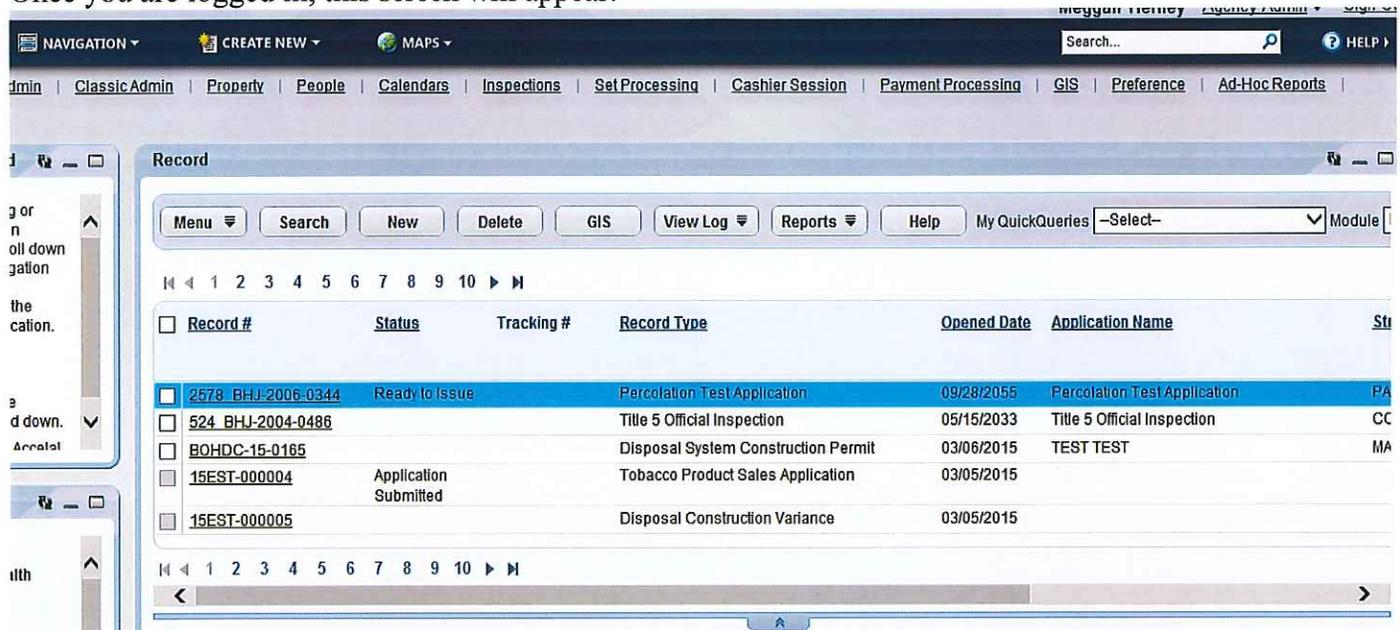
[Sched Date](#) [Inspection Type](#) [Status](#) [Insp Date](#) [Department](#) [Inspector](#) [Result Com](#)

0 record(s) found.

Accela Cheat Sheet-Disposal System Construction Permit

- Assign the report the next Sewage tracking # then log into Accela.

Once you are logged in, this screen will appear:



- Click the “new” button to start entering a new report. A new window will open with drop down options.
- For the “group” choose Board of Health, then for the “type” select “Disposal System”, then select “Disposal System Constr Permit” for the “sub-type”.

This screen will come up when you select your subtype.

The screenshot shows the 'Record Detail' form in the Accela software. The form has a header with the text 'Record Detail (This section is required.)'. Below the header, there are several fields:

- Type:** BoardOfHealth/Disposal System/Disposal System Constr Permit/N
- Application Name:** 17 Elliot Way
- Detailed Description:** Sewage 15-68

At the bottom of the form, there is a link labeled 'check spelling'.

- Enter the application Name as the Address of the work to be done.
- Put the Sewage # in the Detailed Description box.
- Enter the address in the next section and click “search”-this will populate the address, parcel and owner information. (HINT-USE THE LEAST AMOUNT OF INFO POSSIBLE-ENTER JUST “MILL” AND NOT Mill Point Road).

Address * (This section is required.)

New Search Delete Set Primary GIS

1 record(s) added successfully.

<input type="checkbox"/>	Primary	Street # (start)	Direction	Street Name	Street Type	City	State	Zip Code	Address Status
<input type="checkbox"/>	<input checked="" type="checkbox"/>	732		MAIN ST		Harwich	MA		Enabled

Parcel * (This section is required.)

Search Delete Get Address & Owner Set Primary GIS

1 record(s) added successfully.

<input type="checkbox"/>	Parcel #	Primary	Book	Block	Lot	Legal Description	Parcel Area
<input type="checkbox"/>	41-0-C5	<input checked="" type="checkbox"/>	9770	0	C5	732 MAIN ST	30492

- In the Professionals Section, use the drop down menu to select Septic System Installer.
- Enter the last name or the business name of the Installer who applied and then click search.

Professionals (This section is not required.)

Search Clear

License Type and License Number are both required

License Type *
 Septic System Inspectors

License # *

Primary
 Yes

First Name Middle Name Last Name
 Martins

Business Name

Address Line 1

Address Line 2

City State ZIP Code

E-mail

This pops up after you click search. Check the box next to the Installer you want then click “select”.

Menu Select Search Cancel New Help

<input type="checkbox"/>	License Type	State License #	First Name	Middle Name	Last Name	Business Name	License Expiration D
<input checked="" type="checkbox"/>	Septic System Inspectors	147	Joseph		Martins	ACCU SEPCHECK	
<input type="checkbox"/>	Septic System Inspectors	SE 147	Joe		Martins	ACCU SEPCHECK	

If the Installer does not show up, they may need to be added. This is done separately as a new record and cannot be done while creating another record. See Licensing cheat sheet.

The APPLICANT section is next.

- Click the “as Lic. Prof” button and this information will auto-fill.

Applicant (This section is not required.)

Search As Owner **As Lic. Prof** As Contact

Type Applicant Primary Yes

Full Name
Organization Name
Address Line 1
Address Line 2
Address Line 3
City State Zip Code
E-mail

Home Phone
Mobile Phone
Business Phone

Ignore this section:

Form Designer: Single Entry Applicant Form

Applicant Address
New Look Up Deactivate Remove
Contact Address Line 1 City
Address ID
0 record(s) found.

Complete the app Specific Info as follows:

- Use the drop down menu to select the purpose of the permit
- Use the drop down menu to select the description of work (if known)
- Select the Use Type and the Type of Building from the drop downs

App Specific Info
HISTORIC REFERENCE NUMBERS
Tracking # Job Site #
Project #
GENERAL INFORMATION
Permit Purpose Upgrade - Existing Design Flow
Nature of Repairs or Alterations Description of Work Complete System
check spelling
Type of Building Dwelling
Use Type Residential

- Type in the design flow gallons per day and the calculated day flow (get from the application or the plan)
- Click yes/no to pump chamber/tight tank or I/A technology.

Number of Bedrooms
 (Number)

Design Flow Gallons Per Day
 GPD (Number)

Design flow provided
 (Number)

Other type of Flow

Garbage Grinder

Calculated Day Flow Gallons
 (Number)

Total Leaching Capacity in Gallons
 GPD (Number)

Approved Design Flow
 (Text)

[check spelling](#)

Pump Chamber *
 Yes No

I/A Technology
 Yes No

Certificate of Compliance Date

Tight Tank *
 Yes No

Installer
 (Text)

- Leave the rest of the form blank then click “submit”

Your record will be active in the second portlet on the screen even if it is not visible in the top portlet.

- Go to the RECORD TAB and put our tracking # into “Short Notes” on the record tab.

Record ID: BOHDC-15-0340

Go To:

Record # BOHDC-15-0340
 Opened Date 06/01/2015
 Status
 Type BoardOfHealth/Disposal System/Disposal System Cons

Application Name 17 Elliott Way
 Priority

Description Sewage 15-68

[check spelling](#)

Total Invoiced	Total Paid	Balance	Assigned to Department	Current Department	Assigned to Staff	Current User	Short Notes
0.00	0.00	0.00	--Select--		--Select--		\$ 15-68 X

Click **SAVE**.

Once this is done, invoice and pay the fee.
Then go to workflow to accept the report.

Go into Ad-Hoc reports and print out the parcel detail report.
Pull the septic file and attach the parcel detail report and the new DSCP application to the file.

Put the address on the clipboard on top of the file cabinet outside of Conservation’s door. And the file in the review bin.

To Peter Hughes
From Linda Cebula
November 23, 2015
Re agenda item request

I am requesting that a topic be placed on the agenda on the use of and process for the tax title article as voted by Town Meeting at the May 2011 Special Town Meeting, article #9, for \$50,000 funded by CPC.

The intention of the article, as I recall and based on discussion with others, was to provide funding for tax title/owners unknown properties and get them to resolution. There was significant discussion at the time as to whether or not to name specific properties in the article and/or motion, but ultimately this was not done. There was also discussion that, if a property was not used for a CPC appropriate purpose, that the Town would need to reimburse the funds used. The article wording did go through counsel(s) before being included in the warrant, as is our standard practice.

Since then, nothing has happened. I have no idea if anyone or any department is even working on this issue to bring it to resolution.

There is a recent opinion from Town Counsel that seems to say that town meeting would need to vote on a specific property before the funds can be used. Why this was not brought up at the time (ie 2011) is a subject for another debate. Now we are in a bind. Owners unknown and tax title properties sit there with nothing happening (like Willow Street from 2001 or so!)

It would seem that there are three possibilities to resolve this:

1. as counsel suggest, have town meeting return the funds to CPC and remain under CPC control as part of their administrative funds
2. have an article for May 2016 Town Meeting to request these funds from free cash, and return the CPC funds to CPC for other projects
3. put it in the budget where it belonged in the first place.

We cannot continue to let this idle. It has been several years since this article was created and authorized by Town Meeting.

Attached Copy of article and motion as approved by Town Meeting
Copy of email from Town Counsel dated November 10, 2014

From: John Giorgio [mailto:JGiorgio@k-plaw.com] Sent: Monday, November 10, 2014 12:30 PM
To: Christopher ClarkCc: Julie Quintero-Schulz; Mary McIsaac
Subject: Use of CPA Funds to Acquire Tax Title Properties

Dear Chris;

You have asked that I provide guidance with respect to the use of Community Preservation Act Funds for tax title and foreclosure purposes.

As I understand, Town Meeting voted, under Article 9 of the May 3, 2011 Special Town Meeting, to appropriate \$50,000 from the CPC undesignated fund balance "to pay for professional/legal services related to the potential acquisition of specific parcels of land that are in tax title or owners unknown which would qualify for CPA funding; i.e., affordable housing, historic preservation, conservation or recreation, and that the Community Preservation Committee makes a finding that the specific parcels qualify for a CPA purpose." In addition, the Town Meeting vote contained two stipulations: (1) in the event that the acquisition does not occur (presumably because the property is redeemed prior to full title vesting in the Town), the CPA funds expended for the acquisition be returned to the CPA undesignated fund balance, and (2) that any parcels acquired through the tax title process be dedicated at a future town meeting for an approved CPA use."

While I cannot predict the outcome of any potential legal challenge, in my opinion, as long as the safe guards set forth in the above-referenced Town Meeting vote and this opinion are complied with, use of CPA funds for this purpose is defensible as consistent with the requirements of the CPA.

Please be advised that use of CPA funds, other than administrative expenses, can only be used for the purposes set forth in the CPA, for example, for the acquisition of open space. I would be concerned, therefore, if CPA funds in the Undesignated Fund Balance were expended on acquisition of land through the tax title process if there was no assurance that town meeting would vote to dedicate such parcels to a proper CPA purpose before the expenditure is made. In order to safeguard against this possibility, it is my opinion that Town meeting should first vote in advance to dedicate such parcels for a CPA use, and that the following steps be followed

The Treasurer should identify to the CPC the specific parcels that the Treasurer intends to use CPA funds for filing tax title petitions under this program.

Before any expenditure of CPA funds are made, however, the CPC should determine that the parcel in question qualifies for acquisition for a specific CPA purpose.

Town Meeting should vote, pursuant to a recommendation of the CPC, in advance of any funds being expended to transfer the care, custody, control, and management of specific parcels from the Treasurer held for tax title purposes to the appropriate board for a CPA use, but the Town Meeting vote should stipulate that the transfer shall not take effect until after the Town has acquired title to the parcel and after all rights of redemption have been foreclosed.

Once the tax title proceeding is concluded and the Treasurer holds title to the property and all rights of redemption are foreclosed, the Treasurer should declare that the parcel is no longer needed for tax title purpose pursuant to the declaration required under G.L. c. 40, s. 15A.

If the Town does not obtain ownership of the land through the tax title proceeding, Town Meeting should vote at a future town meeting to return any CPA funds expended on this program to the CPA undesignated fund balance. While the prior Town Meeting stipulation to require return of the funds to

the CPA undesignated fund balance cannot bind a future town meeting, such action by a future town meeting would be necessary to fully comply with the requirements of the CPA.

If the Town determines that the safeguards to ensure compliance with the CPA as outlined above are too onerous or complex, the other option would be to spend CPA funds that have already been appropriated for the administrative expenses of the CPC on this program. As you know, the Town may appropriate up to 5% of available Community Preservation Funds to meet the administrative expenses of the CPC. In my opinion, the expenditure of CPA administrative expenses on this program would be consistent with the CPA, since the CPA contemplates that CPA administrative expenses may be expended even if the project in question is not approved or the acquisition does not take place. A good example of the use of CPA administrative expenses with no assurance that the project will be approved is the use of CPA administrative expenses for pre-acquisition costs such as appraisals and legal fees. In my opinion, therefore, CPA administrative expenses may be appropriated and use for this program prior to the Town Meeting vote required to secure the transfer of the property for a CPA purpose. Of course, once the property is acquired through the tax title process using funds appropriated for the administrative expenses of the CPC, Town Meeting should vote to transfer the custody of the parcel for an approved CPA purpose.

Please let me know if you have any questions.

John

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Source - Annual Town Report 2011
Special Town Meeting, May 2011

ACQUISITION OF TAX TITLE PROPERTIES

ARTICLE 9. To see if the Town will vote to transfer from Community Preservation Act funds (undesignated fund balance) a sum of money to be administered by the Town Administrator to pay for professional / legal services related to the potential acquisition of specific parcels of land that are in tax title or owners unknown which would qualify for CPA funding, i.e., affordable housing, historic preservation, conservation or recreation, and that the Community Preservation Committee makes a finding that the specific parcels qualify for a CPA purpose and to act fully thereon. In the event that the acquisition does not occur, the CPA funds expended will be reimbursed to the CPA Undesignated Fund Account. By recommendation of the Community Preservation Committee, the Finance Director, Town Planner and the Town Administrator. Estimated cost: \$50,000

FINANCE COMMITTEE RECOMMENDS THAT THIS ARTICLE BE ACCEPTED AND ADOPTED IN THE AMOUNT OF \$50,000 FROM COMMUNITY PRESERVATION FUNDS. VOTE: YES-9, NO-0.

MOTION: (Peter Hughes, Vice Chairman-Finance Committee) I move that this article be accepted and adopted as printed and the sum of \$50,000 be transferred from CPC undesignated fund balance for this purpose provided that any parcels of land acquired through the tax title process as a result of this vote shall at a future town meeting be dedicated to an approved CPA use.

Duly seconded

Jack Brown, Chairman – Community Preservation Committee gave the report of the Committee as follows:

CPC Votes on Recommended May, 2011 CPA Articles:

At a Meeting held on 14 April, 2011, the CPC voted in favor of recommending the below STM Article #9.

ACTION: It is a vote.

Sandy Robinson

From: John Giorgio <JGiorgio@k-plaw.com>
Sent: Wednesday, December 02, 2015 10:37 AM
To: Christopher Clark
Cc: Sandy Robinson; Ann Steidel; David Spitz
Subject: HARW CPA Grant Agreement for Acquisition of Tax Title Parcels
Attachments: KP-#536715-v1-HARW_CPA_Grant_Agreement_for_Acquisition_of_Tax_Title_Parcels.DOC

Dear Chris:

I am following up on your request that we provide further advice to the Town regarding the use of CPA funds to advance tax title parcels through the foreclosure process and to ultimately secure those parcels for Town ownership under the CPA program.

As we have discussed, Town Meeting voted, under Article 9 of the May 3, 2011 Special Town Meeting, to appropriate \$50,000 from the CPC undesignated fund balance "to pay for professional/legal services related to the potential acquisition of specific parcels of land that are in tax title or owners unknown which would qualify for CPA funding; i.e., affordable housing, historic preservation, conservation or recreation, and that the Community Preservation Committee makes a finding that the specific parcels qualify for a CPA purpose." In addition, the Town Meeting vote contained two stipulations: (1) in the event that the acquisition does not occur (presumably because the property is redeemed prior to full title vesting in the Town), the CPA funds expended for the acquisition be returned to the CPA undesignated fund balance, and (2) that any parcels acquired through the tax title process be dedicated at a future town meeting for an approved CPA use."

On November 10, 2014, I sent you an email in which I outlined a process whereby the Town could proceed to expend CPA funds for the tax title process that would be intended to ultimately lead to the acquisition of identified parcels and the subsequent dedication of those parcels to one or more CPA uses. A copy of my prior email opinion is attached for your convenience. In that email, I indicated that there was a degree of legal risk in proceeding to use the 2011 appropriation of CPA undesignated fund balance funds to advance the tax title process because it is not entirely clear under the CPA whether the use of COA funds for this purpose is allowable and because there was no guaranty that the Town would ultimately gain title, or that Town Meeting would ultimately vote to dedicate those parcels to an approved CPA purpose. I also advised that a more defensible process would be use of CPA administrative expenses to conduct the title work and other legal services associated with the tax title foreclosure process. Of course, as I indicated, use of CPA administrative expenses for this purpose would require a specific Town Meeting appropriation for administrative expenses (not exceeding 5% of CPA annual revenue in any given fiscal year).

In September 2015, you sent me a follow-up email in which you indicated a preference for proceeding with the original process as contemplated in the May 3, 2011 Town meeting vote (use of the \$50,000 appropriated from the undesignated fund balance) with the safeguards as outlined in my November 2014 email, rather than seeking a further appropriation of Town Meeting for administrative expenses. Subsequently, we have had several conversations, including with my associate, Jeff Ugino, about the best way to implement your desired approach.

As we have discussed, I believe the best approach now is for the Board of Selectmen and the Treasurer to enter into a CPA grant agreement that will formalize the intent of the 2011 Annual Town Meeting appropriation by incorporating into the agreement the safeguards which I have previously laid out. Such a grant agreement would, in my opinion, provide a further defense in the event use of the 2011 appropriation were to be challenged. To that end, attached please find a suggested grant agreement for you use in this regard. You will note that I am suggesting use of the same form grant agreement that I have previously send the Town for use when grant CPA funds to a private non profit organization, but modified to reflect the fact that the agreement will be between two branches of town government. I

am assuming for purposes of the Grant Agreement that the Board of Selectmen, which is technically the default tax title custodian of tax foreclosed land, appointed the Town Treasurer as the tax title custodian pursuant to G.L. c. 60, s. 77B.

In order to fully evaluate, however, the appropriateness of using COA funds for this program, I would like to direct your attention to the specific wording of Section 5 of the CPA which sets forth the permissible uses of COA funds:

(2) The community preservation committee shall make recommendations to the legislative body for the acquisition, creation and preservation of open space; for the acquisition, preservation, rehabilitation and restoration of historic resources; for the acquisition, creation, preservation, rehabilitation and restoration of land for recreational use; for the acquisition, creation, preservation and support of community housing; and for the rehabilitation or restoration of open space and community housing that is acquired or created as provided in this section;

In order to justify the use of CPA funds to advance parcels through the tax title process, the Town needs to be mindful of the allowable uses of such funds which differ according to allowable categories of CPA expenditures. For example, CPA funds may expended to "support" community housing. In my opinion, if the ultimate use of a parcel acquired through the tax title parcel is community housing, a very strong argument can be made that the 2011 appropriation to advance tax title parcels is consistent with "the support" of community housing. In terms of open space, on the other hand, the Town can only expend CPA funds for the "acquisition, creation and preservation of open space." The Town would, therefore, have to be prepared to show, if challenged, that because the expenditure of CPA funds will ultimately result in the acquisition and dedication of parcels for open space, such an expenditure is consistent with the CPA purpose. While perhaps not as direct as "support" of community housing, in my opinion, with a proper grant agreement in place that spells out the process for expenditure of the funds and the acquisition and dedication of certain tax title parcels for open space, such expenditure could reasonably be defended, although I cannot, of course, guaranty a successful outcome.

I have received information from David Spitz that at present the REOS Committee has identified three parcels for acquisition for open space purposes. The Grant Agreement, however, contemplates that there may be additional parcels added to the list from time to time.

Please let me know if you need anything further.

John

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Mobile Phone: (617) 785-0725

HARWICH, MASSACHUSETTS

**COMMUNITY PRESERVATION ACT
GRANT AGREEMENT
FOR**

ACQUISITION OF TAX TITLE PARCELS

This GRANT AGREEMENT is made on this _____ day of _____, 20__, by and between the Town of Harwich (the “Town”), a Massachusetts municipal corporation acting by and through the Board of Selectmen, having its usual place of business at 732 Main Street, Harwich, MA 02645, and The Harwich Town Treasurer (the “Treasurer”), having an address of 732 Main Street, Harwich, MA 02645.

WITNESSETH:

WHEREAS, the Treasurer has the statutory responsibility to initiate and prosecute in the Land Court tax title proceedings in connection with parcels of privately-owned land for non payment of real estate taxes; and

WHEREAS, the Harwich Community Preservation Committee (the “CPC”) recommended and Town Meeting appropriated under Article 9 of the 2011 Annual Town Meeting \$50,000 from the undesignated fund balance of the Community Preservation Fund “to pay for professional/legal services related to the potential acquisition of specific parcels of land that are in tax title or owners unknown which would qualify for CPA funding; i.e., affordable housing, historic preservation, conservation or recreation, and that the Community Preservation Committee makes a finding that the specific parcels qualify for a CPA purpose.” In addition, the Town Meeting vote contained two stipulations: (1) in the event that the acquisition does not occur (presumably because the property is redeemed prior to full title vesting in the Town), the CPA funds expended for the acquisition be returned to the CPA undesignated fund balance, and (2) that any parcels acquired through the tax title process be dedicated at a future town meeting for an approved CPA use”; and

WHEREAS, the Harwich Real Estate and Open Space Committee (REOS) has identified a number of parcels of land in the Town that would be suitable for acquisition by the Town for one or more of the authorized uses under the CPA; and

WHEREAS, the CPC has conducted an evaluation of each of the identified parcels and has concurred that each parcel qualifies for acquisition under one or more of the CPA authorized uses; and

WHEREAS, a copy of a map of the identified parcels, along with the proposed use of each parcel under the CPA program, is attached to this Grant Agreement; and

NOW THEREFORE, the Town and the Treasurer agree as follows:

1. Funding. As recommended by the CPC under Article 9 of the 2011 Harwich Annual Town Meeting, and as appropriated by said Town Meeting, the Town shall grant to the Treasurer the sum of \$50,000 (the “Funds” or the “Grant Amount”) on the condition that the Treasurer shall use the Funds only for the purposes and pursuant to the procedures set forth in Section 2 of this grant agreement.
2. Conditions.
 1. The Treasurer shall in consultation with the REOS identify to the CPC the specific parcels that the Treasurer intends to use CPA funds for filing tax title petitions under this program.
 2. Before any expenditure of CPA funds are made, however, the CPC shall report to the Board of Selectmen in writing that the parcels in question qualify for acquisition for a specific CPA purpose. Such parcels shall hereinafter be referred to as “Qualifying Parcels.”
 3. The Treasurer may expend grant funds initially for the purpose of investigating Qualifying Parcels and conducting any necessary and customary title research and expending legal fees consistent with the Treasurer’s responsibilities under G.L. c. 60.
 4. Once the Town Treasurer has completed the investigation and has recommended to the Board of Selectmen that tax title proceedings begin for the purpose of acquiring Qualifying Parcels using CPA funds, the Board of Selectmen shall sponsor a Town Meeting article to vote, pursuant to a recommendation of the CPC, to transfer the care, custody, control, and management of Qualifying Parcels from the Treasurer held for tax title purposes to the appropriate Town board for an approved CPA use. The Town Meeting article sponsored by the Board of Selectmen shall stipulate that the transfer shall not take effect until after the Treasurer has acquired title to the parcel through the Land Court foreclosure process.
 5. Thereafter, the Treasurer shall declare that the parcel foreclosed on is no longer needed for tax title purposes pursuant to the declaration required under G.L. c. 40, s. 15A.
 6. If the Town does not obtain ownership of a Qualifying Parcel through the tax title proceeding, the Board of Selectmen shall sponsor a warrant article returning any CPA funds expended on this program for any or all Qualifying Parcels to the CPA undersigned fund balance; it being the intent of the Board of Selectmen that the source of funding will be the tax title redemption proceedings after they have been certified as free cash by the Department of Revenue.
3. Reports; Inspection. The Treasurer shall provide the Town with progress reports semi-annual (every six (6) months) intervals beginning thirty (30) days from the date this Grant Agreement is signed, for so long as the Funds remain unexpended, and with final notification within thirty (30) days after the completion of the Project. The Town reserves the right to require supplementary information from the Treasurer.
4. Public Records; Contract Documents. All documents relating to the Project, except confidential attorney client information and documents subject to the deliberative process

privilege under the Massachusetts Public Records Law shall be available for use by the Town and available to the public.

5. Record Keeping. The Treasurer agrees to keep such records with respect to the utilization and the proceeds of this Grant Agreement as are kept in the normal course of business and such additional records as may be required by the Town, in accordance with the Records Retention Schedule of the Massachusetts Secretary of State.
6. Payments. The Town shall disburse the Grant Amount to the Treasurer, which disbursements shall be apportioned based on the work done and made no more than once a month and paid only upon the presentment of detailed invoices from the Treasurer. No payment shall be made until the Town reasonably determines that the work has been done substantially in compliance with this Grant Agreement.
7. Termination. In the event the Treasurer fails to fulfill all obligations under the terms of this Grant Agreement, as determined by the Town, and such failure is not cured within forty-five (45) days after the Town has given written notice to the Treasurer specifying such failure, the Town shall have the right, in its sole discretion, to terminate this Grant Agreement upon written notice to the Treasurer. Upon receipt of said termination notice, the Treasurer shall cease to incur additional expenses in connection with this Grant Agreement
8. Return of Funds. In the event the Treasurer fails to fulfill all obligations under the terms of this Grant Agreement and this Grant Agreement is terminated pursuant to Section 7, any Funds granted to the Treasurer under this Grant Agreement and not yet expended shall be returned forthwith to the Town without further expenditure thereof. Any Funds so returned shall be placed in the Town's Community Preservation Fund undesignated fund balance.
9. Compliance with Laws. The Treasurer shall comply with all federal, state and local laws, rules, regulations and orders applicable to the Project, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required in connection with the Project.
10. Notice. Any and all notices, or other communications required or permitted under this Grant Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
11. Severability. If any term or condition of this Grant Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent

jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Grant Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

12. Governing Law. This Grant Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement on the day and year first written above.

Treasurer

By: _____
Name:
Title:

By: _____
Name:
Title:

TOWN:

TOWN OF HARWICH,
By its Board of Selectmen

Baseline Schedule Narrative Report

**Muddy Creek Restoration Bridge Project
Route 28 (Orleans Road) over Muddy Creek
Bridge No. C-07-005=H-10-012 (BNJ)
Chatham-Harwich**

MAS BUILDING AND BRIDGE, INC.

**Prepared By:
Arnold Engineering Co., Inc.**

Job Title:

Muddy Creek Restoration Bridge Project
Route 28 (Orleans Road) over Muddy Creek
Bridge No. C-07-005=H-10-012 (BNJ)
Chatham-Harwich

Update Period:

Baseline Schedule

Data Date:

September 9, 2015

Schedule File Name:

MC00 – Baseline Schedule

Explanation of the Current Critical Path:

The critical path of the project has been identified as follows:

<i>Activity ID</i>	<i>Activity Name</i>	<i>Start</i>	<i>Finish</i>	<i>Late Start</i>	<i>Late Finish</i>	<i>Total Float</i>
1103	Notice to Proceed - September 9, 2015	9-Sep-15		10-Sep-15		1
1106	Prepare and Submit Structural Steel	9-Sep-15	7-Nov-15	10-Sep-15	8-Nov-15	1
1109	Locate & Establish Engineer's Field Office	9-Sep-15	8-Jan-16	10-Sep-15	11-Jan-16	1
1178	Prepare and Submit PBUs	8-Nov-15	6-Jan-16	10-Nov-15	8-Jan-16	2
1322	Review and Approve PBUs	7-Jan-16	5-Feb-16	9-Jan-16	7-Feb-16	2
1112	Mobilization to the Project Site	11-Jan-16	15-Jan-16	12-Jan-16	19-Jan-16	1
1115	Install Construction/Detour Signage	19-Jan-16	20-Jan-16	20-Jan-16	21-Jan-16	1

1184	Access Restraint: Road Closure - 16 Weeks (112 days)	21-Jan-16	20-May-16	22-Jan-16	20-May-16	0
1301	Implement Detour / Close Road	21-Jan-16	21-Jan-16	22-Jan-16	22-Jan-16	1
1181	Fab and Deliver PBU's	8-Feb-16	28-Mar-16	8-Feb-16	28-Mar-16	0
1247	Prepare / Erect PBU's	29-Mar-16	1-Apr-16	29-Mar-16	1-Apr-16	0
1253	FRP Bridge Closures	4-Apr-16	15-Apr-16	4-Apr-16	15-Apr-16	0
1259	FRP Bridge & Wingwall Caps, Sidewalks & Safety Curb	19-Apr-16	4-May-16	19-Apr-16	4-May-16	0
1274	Bridge Rail	5-May-16	11-May-16	5-May-16	11-May-16	0
1286	Install Guardrail	12-May-16	12-May-16	12-May-16	12-May-16	0
1370	Install Curb & Off Bridge Sidewalks	13-May-16	18-May-16	13-May-16	18-May-16	0
1289	Final Pave	19-May-16	19-May-16	19-May-16	19-May-16	0
1331	Open Road	20-May-16	20-May-16	20-May-16	20-May-16	0
1295	Permanent Striping	20-May-16	20-May-16	20-May-16	20-May-16	0
1298	Misc. Cleanup & Demobilization	23-May-16	16-Jun-16	23-May-16	16-Jun-16	0
1313	MS01 - Contractor Field Completion and Final Acceptance - June 16, 2016		16-Jun-16*		16-Jun-16	0

Work Accomplished / Days Gained or Lost over the Updating Period:

Whereas this is the baseline schedule, this is not applicable at this time.

Planned Work for the Next Reporting Period:

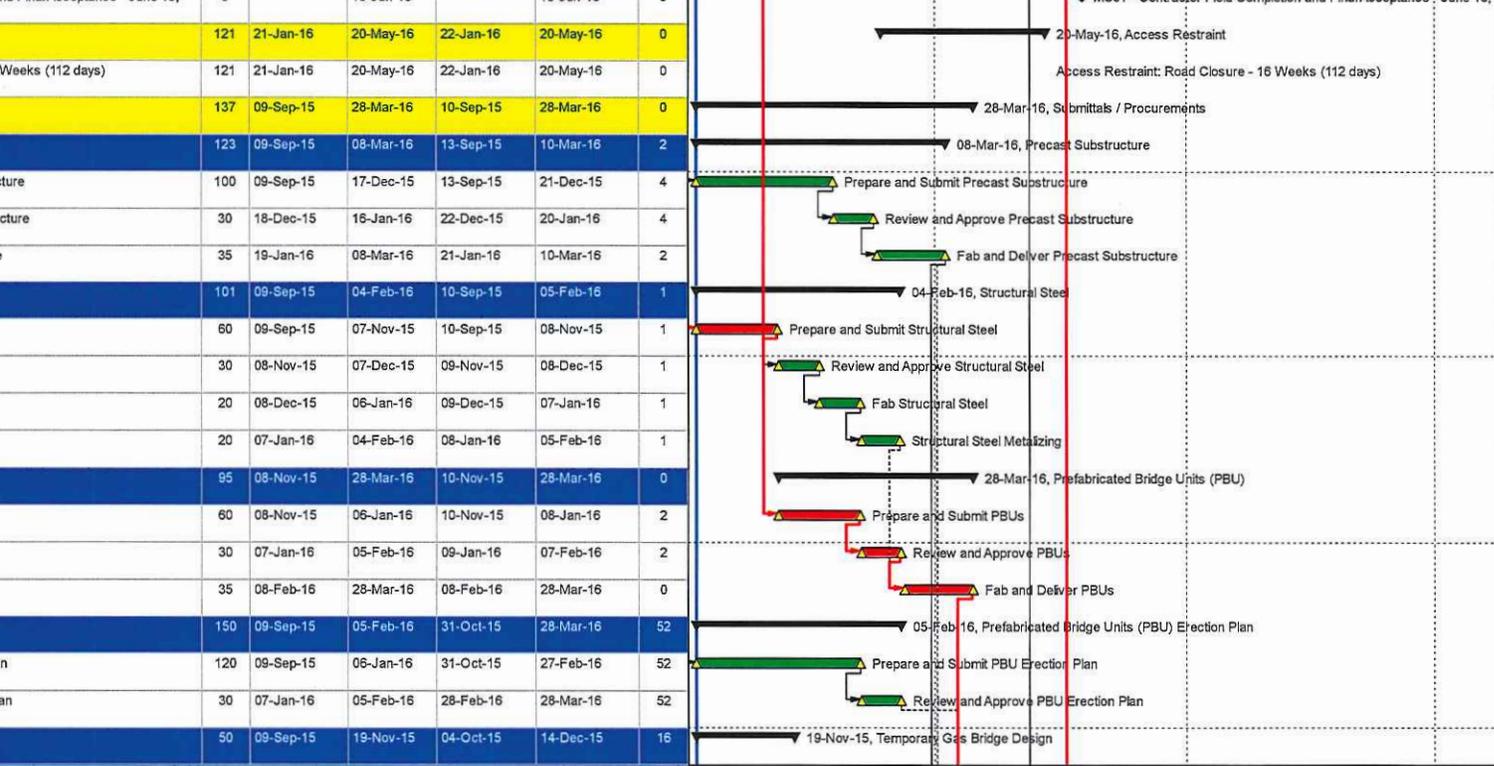
Whereas this is the baseline schedule, this is not applicable at this time.

Changes Made to the Project Schedule during this Reporting Period:

Whereas this is the initial submission of the baseline schedule, this is not applicable at this time.

Response to Comments Received from the Owner:

Whereas this is the initial submission of the baseline schedule, this is not applicable at this time.



Work Remaining Work Remaining Work ne ary	Muddy Creek Restoration Bridge Project Chatham-Harwich MAS Building and Bridge, Inc. Baseline Schedule	Arnold Engineering Co., Inc.			
		Date	Revision	Checked	Approved

1337	Review and Approve PBU Erection Plan	30	07-Jan-16	05-Feb-16	28-Feb-16	28-Mar-15	52	Review and Approve PBU Erection Pier
50	Temporary Gas Bridge Design	50	09-Sep-15	19-Nov-15	04-Oct-15	14-Dec-15	16	19-Nov-15, Temporary Gas Bridge Design

Start Date: 09-Sep-15
 Finish Date: 15-Jun-16
 Data Date: 09-Sep-15

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 • Milestone
 Summary

Muddy Creek Restoration Bridge Project
 Chatham-Harwich
 MAS Building and Bridge, Inc.
 Baseline Schedule

Date

Activity	Duration	Start	Finish	Start	Finish	Resources	Notes
Utility Notifications - Town Issues NTPs / 30 Day Lead Time	16	09-Sep-15	25-Oct-15	09-Sep-15	25-Oct-15		
08-Dec-15, Utility Relocation - Phase 1				08-Dec-15			
Verizon - Erosion Control and Tree Trimming Placement	9	13-Oct-15	21-Dec-15	13-Oct-15	21-Dec-15		
Verizon - Place New Poles and Guying for Temporary Pole Line	9	19-Oct-15	13-Nov-15	19-Oct-15	13-Nov-15		
Eversource - Overhead Transfers	9	02-Nov-15	17-Nov-15	02-Nov-15	17-Nov-15		
Eversource - Replace Overhead Wire	9	04-Nov-15	19-Nov-15	04-Nov-15	19-Nov-15		
Eversource - Install Overhead Service	9	06-Nov-15	20-Nov-15	06-Nov-15	20-Nov-15		
Verizon - Place New Fiber Optic Cables	9	09-Nov-15	04-Dec-15	09-Nov-15	04-Dec-15		
Verizon - Cutover Old Cables into New Cables	9	23-Nov-15	11-Dec-15	23-Nov-15	11-Dec-15		
Verizon - Remove Existing Cables	9	01-Dec-15	14-Dec-15	01-Dec-15	14-Dec-15		
Eversource - Remove Overhead Service	9	02-Dec-15	15-Dec-15	02-Dec-15	15-Dec-15		
Eversource - Remove Existing Poles	9	03-Dec-15	18-Dec-15	03-Dec-15	18-Dec-15		
Eversource - Remove Overhead Service	9	08-Dec-15	21-Dec-15	08-Dec-15	21-Dec-15		
09-Jun-16, Utility Relocation - Phase 2				09-Jun-16			
Verizon - Place New Permanent Poles and Guying	5	23-May-16	06-Jun-16	23-May-16	06-Jun-16		
Verizon - Transfer Cables from Temporary Pole Line to Permanent Pole Line	5	31-May-16	09-Jun-16	31-May-16	09-Jun-16		
Remove Temporary Poles and Guying	5	03-Jun-16	16-Jun-16	03-Jun-16	16-Jun-16		
20-May-16, Construction	0	09-Sep-15	20-May-16	10-Sep-15	20-May-16		
20-Jan-16, Project Start-Up	1	09-Sep-15	21-Jan-16	10-Sep-15	21-Jan-16		
Locate & Establish Engineer's Field Office	1	09-Sep-15	11-Jan-16	10-Sep-15	11-Jan-16		
Install Erosion Controls	24	09-Nov-15	16-Dec-15	10-Nov-15	16-Dec-15		

Remaining Work Remaining Work Remaining Work Remaining Work Remaining Work	Muddy Creek Restoration Bridge Project Chatham-Harwich MAS Building and Bridge, Inc. Baseline Schedule			Arnold Engineering Co., Inc.			
				Date	Revision	Checked	Approved

Activity	Duration	Start	Finish	Start	Finish	Resources	Notes
20-Jan-16, Project Start-Up	1	09-Sep-15	21-Jan-16	10-Sep-15	21-Jan-16		
Locate & Establish Engineer's Field Office	1	09-Sep-15	11-Jan-16	10-Sep-15	11-Jan-16		
Install Erosion Controls	24	09-Nov-15	16-Dec-15	10-Nov-15	16-Dec-15		

Start Date: 09-Sep-15
 Finish Date: 16-Jun-16
 Data Date: 09-Sep-15
 Page 2 of 4
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■ Actual Work
 ■ Remaining Work
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 ● Milestone
 ○ Summary

Muddy Creek Restoration Bridge Project
 Chatham-Harwich
 MAS Building and Bridge, Inc.
 Baseline Schedule

Date

7, Install Erosion Controls,

Activity	Duration	Start	Finish	Start	Finish	Resources	Notes
Implement Detour / Close Road	1	21-Jan-16	21-Jan-16	22-Jan-16	22-Jan-16	1	20-May-16, Shutdown Road
Excavate Asphalt & Remove Guardrail	2	22-Jan-16	25-Jan-16	25-Jan-16	26-Jan-16	1	
Excavate to Working Grade (EL 10.0)	5	26-Jan-16	01-Feb-16	27-Jan-16	02-Feb-16	1	
Test Pile & Load Test	4	02-Feb-16	05-Feb-16	01-Mar-16	04-Mar-16	19	
Install Water Control - Phase 1	4	02-Feb-16	05-Feb-16	03-Feb-16	08-Feb-16	1	
Excavate, Install Diversion Pipe, Backfill	3	08-Feb-16	10-Feb-16	09-Feb-16	11-Feb-16	1	
Install RipRap/Channel Paving - Phase 1	4	11-Feb-16	17-Feb-16	12-Feb-16	18-Feb-16	1	
Remove and Reset Water Control	5	18-Feb-16	24-Feb-16	19-Feb-16	25-Feb-16	1	
Excavate Stone Culverts and Backfill	2	25-Feb-16	26-Feb-16	26-Feb-16	29-Feb-16	1	
Excavate for East Abutment	3	29-Feb-16	02-Mar-16	01-Mar-16	03-Mar-16	1	
Excavate Channel & Place Channel Paving	20	29-Feb-16	25-Mar-16	01-Mar-16	28-Mar-16	1	
Drive Piles - East Abutment & Wingwall	4	03-Mar-16	08-Mar-16	07-Mar-16	10-Mar-16	2	
Excavate for West Abutment	3	03-Mar-16	07-Mar-16	04-Mar-16	08-Mar-16	1	
Drive Piles - West Abutment	4	08-Mar-16	11-Mar-16	09-Mar-16	14-Mar-16	1	
Set & Grout Precast - East Abutment & Wingwalls	5	09-Mar-16	15-Mar-16	11-Mar-16	17-Mar-16	2	
Set & Grout Precast - West Abutment	3	14-Mar-16	16-Mar-16	15-Mar-16	17-Mar-16	1	
FRP Integral Wingwalls - East Abutment	5	16-Mar-16	22-Mar-16	18-Mar-16	24-Mar-16	2	
Form & Pour Abutment Pedestals	2	17-Mar-16	18-Mar-16	25-Mar-16	28-Mar-16	6	
FRP Integral Wingwalls - West Abutment	5	17-Mar-16	23-Mar-16	18-Mar-16	24-Mar-16	1	
Backfill at East Abutment	2	23-Mar-16	24-Mar-16	25-Mar-16	28-Mar-16	2	

Work Remaining Work ne ary	Muddy Creek Restoration Bridge Project Chatham-Harwich MAS Building and Bridge, Inc. Baseline Schedule			Arnold Engineering Co., Inc.			
	Date		Revision		Checked	Approved	

ID	Activity	Duration	Start	Finish	Start	Finish	Resources	Notes
1367	FRP Integral Wingwalls - West Abutment	5	17-Mar-16	23-Mar-16	18-Mar-18	24-Mar-16		FRP In . rat gwalls - Wes
1226	Backfill at East Abutment	2	23-Mar-16	24-Mar-16	25-Mar-16	28-Mar-16	2	, & mid East + butment

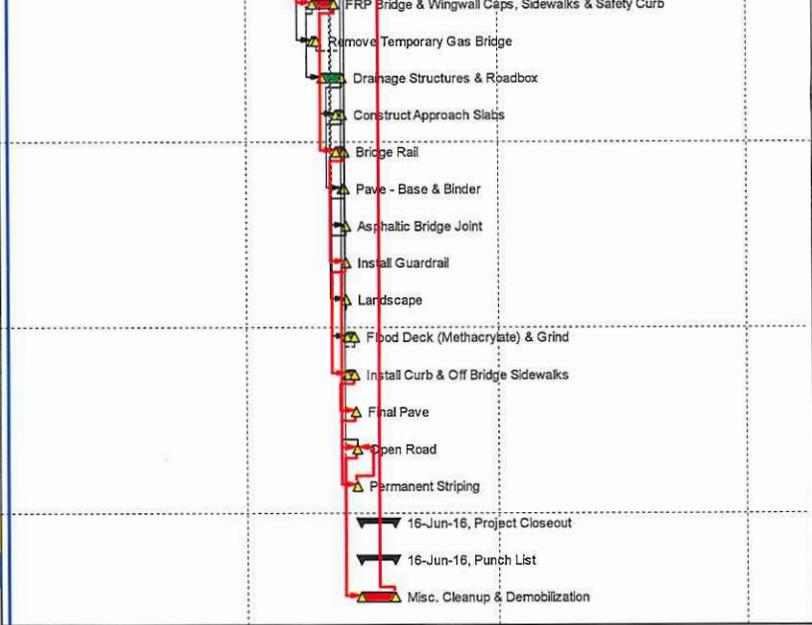
Start Date: 09-Sep-15
 Finish Date: 16-Jun-16
 Data Date: 09-Sep-15

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Summary

Muddy Creek Restoration Bridge Project
 Chatham-Harwich
 MAS Building and Bridge, Inc.
 Baseline Schedule

Date

FRP Bridge & Wingwall Caps, Sidewalks & Safety Curb	12	19-Apr-16	04-May-16	19-Apr-16	04-May-16	0
	3	19-Apr-16	21-Apr-16	17-May-16	19-May-16	20
	10	26-Apr-16	09-May-16	27-Apr-16	10-May-16	1
	3	05-May-16	09-May-16	06-May-16	10-May-16	1
	5	05-May-16	11-May-16	05-May-16	11-May-16	0
	2	10-May-16	11-May-16	11-May-16	12-May-16	1
	1	12-May-16	12-May-16	13-May-16	13-May-16	1
	1	12-May-16	12-May-16	12-May-16	12-May-16	0
	1	12-May-16	12-May-16	20-May-16	20-May-16	6
	4	13-May-16	18-May-16	16-May-16	19-May-16	1
	4	13-May-16	18-May-16	13-May-16	18-May-16	0
	1	19-May-16	19-May-16	19-May-16	19-May-16	0
	1	20-May-16	20-May-16	20-May-16	20-May-16	0
	1	20-May-16	20-May-16	20-May-16	20-May-16	0
	18	23-May-16	16-Jun-16	23-May-16	16-Jun-16	0
	18	23-May-16	16-Jun-16	23-May-16	16-Jun-16	0
	18	23-May-16	16-Jun-16	23-May-16	16-Jun-16	0



Work
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Muddy Creek Restoration Bridge Project
Chatham-Harwich
MAS Building and Bridge, Inc.
Baseline Schedule

Arnold Engineering Co., Inc.			
Date	Revision	Checked	Approved

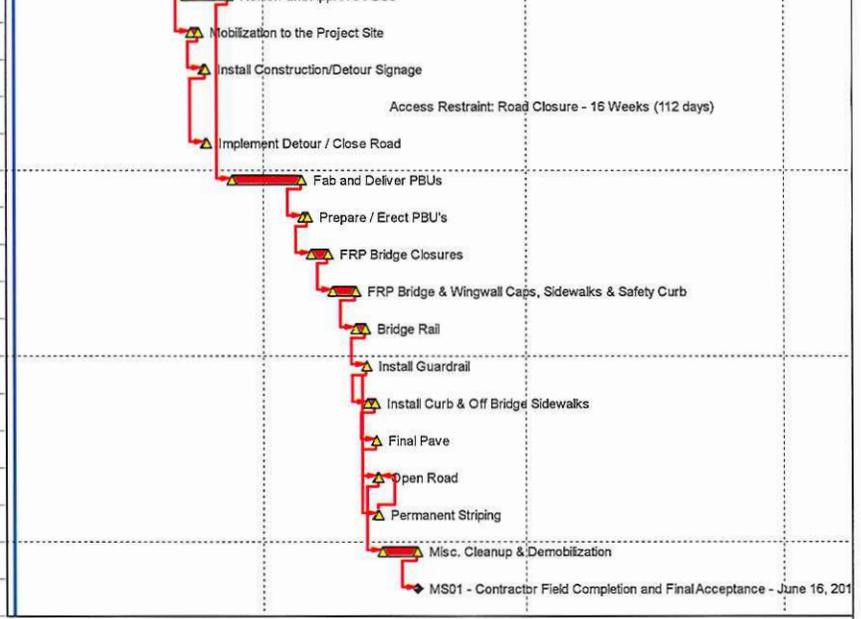
Start Date: 09-Sep-15
Finish Date: 16-Jun-16
Data Date: 09-Sep-15
Page 4 of 4
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- Actual Work
- Remaining Work
- Critical Remaining Work
- Milestone
- Summary

Muddy Creek Restoration Bridge Project
Chatham-Harwich
MAS Building and Bridge, Inc.
Baseline Schedule

Date

	5	11-Jan-16	15-Jan-16	12-Jan-16	19-Jan-16	1
	2	19-Jan-16	20-Jan-16	20-Jan-16	21-Jan-16	1
112 days	121	21-Jan-16	20-May-16	22-Jan-16	20-May-16	0
	1	21-Jan-16	21-Jan-16	22-Jan-16	22-Jan-16	1
	35	08-Feb-16	28-Mar-16	08-Feb-16	28-Mar-16	0
	4	29-Mar-16	01-Apr-16	29-Mar-16	01-Apr-16	0
	10	04-Apr-16	15-Apr-16	04-Apr-16	15-Apr-16	0
Safety Curb	12	19-Apr-16	04-May-16	19-Apr-16	04-May-16	0
	5	05-May-16	11-May-16	05-May-16	11-May-16	0
	1	12-May-16	12-May-16	12-May-16	12-May-16	0
	4	13-May-16	18-May-16	13-May-16	18-May-16	0
	1	19-May-16	19-May-16	19-May-16	19-May-16	0
	1	20-May-16	20-May-16	20-May-16	20-May-16	0
	1	20-May-16	20-May-16	20-May-16	20-May-16	0
	18	23-May-16	16-Jun-16	23-May-16	16-Jun-16	0
Final Acceptance - June 16,	0		16-Jun-16*		16-Jun-16	0



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Muddy Creek Restoration Bridge Project
Chatham-Harwich
MAS Building and Bridge, Inc.
Baseline Schedule

Arnold Engineering Co., Inc.			
Date	Revision	Checked	Approved

Start Date: 09-Sep-15
Finish Date: 16-Jun-16
Data Date: 00-Sep-15

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● Milestone
— Summary

Muddy Creek Restoration Bridge Project
Chatham-Harwich
MAS Building and Bridge, Inc.
Baseline Schedule

Date

Memorandum

Date: November 18, 2015

From: Alessandra Keller
CDR Maguire Inc.
225 Chapman St, 4th Floor
Providence, RI 02905

To: Mr. Emmanuel Michaelidis
MAS Building & Bridge Inc
18 Sharon Avenue, Norfolk, MA 02056

Subject: Shop Drawing No. 07
Item 100.01 – Construction Baseline Schedule

Project: Route 28 Over Muddy Creek Restoration Bridge Project
Bridge No.: C-07-005=H-10-012 (BNJ)
Project Permit No.: 5-2013-0354

CC: YH Peter Wu (electronic), Robert Cafarelli (electronic), File

The Contractor has submitted the construction baseline schedule as noted above for review and approval. The documents are being returned with a status of: **“Approved as Noted”**.

CDR Maguire Inc. performed its review of the submittal limited to the design items as presented in the contract documents and special provisions for the referenced project, and has the comments listed below.

BASELINE SCHEDULE

Please see attached submission comments and additionally see the comments below:

- Update the construction schedule incorporating RFI 006 response.

Please send us 6 (six) hard copies for stamp and distribution.

If there are any questions or comments please contact me at (401) 437-5618.



UPDATE CHECKLIST
Critical Path Method Schedule

ID#:	<u>C-07-005=H-10-012 (BNJ)</u>	DATE SUBMITTED:	<u>11/12/15</u>
PROJECT:	<u>Muddy Creek Restoration Bridge Project</u>	DATE RETURNED:	<u>11/18/2015</u>
	<u>MAS Building and Bridge, Inc. / schedule</u>		
CONTRACTOR:	<u>prepared by Arnold Engineering Co, Inc.</u>	SCHEDULE VERSION:	<u>Baseline</u>

CONTRACT NTP:	09Sep15
ORIGINAL COMPLETION DATE:	16Jun16
APPROVED TIME CHANGE:	N/A Baseline
CURRENT COMPLETION DATE:	16Jun16
SCHEDULE COMPLETION DATE:	16Jun16
CONTRACT MILESTONE:	See Below
CONTRACT DURATION:	0 of 281 Cal Days used, 281 Cal Days Remain, 0% Complete
SCHEDULE SPEC REQ	CPM Schedule, MCOO, Baseline Ver 1
MassDOT SCHEDULE TOOLKIT:	Version 1.6 (Issued: January 2011)

SPECIFICATION REQUIREMENTS

- Contractor started work within 60 days of execution of contract and submitted a 60 day work plan.
- Contractor submitted a baseline schedule within 60 days of the execution of the Contract.

SCHEDULE REQUIREMENTS

- Does the schedule show the various activities of work in sufficient detail to demonstrate a reasonable and workable plan to complete the project by the original contract duration?
- Are activities included for;
 - Submittals, SOS, Insurance, Etc.
 - Working drawings
 - Shop drawings
 - Department review time
 - Material fabrication/procurement
- Delivery of material
- E&S controls/waste area approvals
- Initial construction survey/stakeout (N/A)
- Implementation of traffic control devices
- Signal/lighting test periods

RELATIONSHIPS

- All activities except first activity have a predecessor
- All activities except last have a successor
- Uses FS with no leads or lags (some minor lags utilized for MPT activities– acceptable)
- Lead/Lags are identified as separate activities (some minor lags utilized for MPT activities – acceptable)

PROJECT MILESTONES

- Start Project – Let or NTP
- End Project – Substantial Completion, Project Completion
- Start Phase/End Phase - contractual milestones (if necessary)
- Constraints - use sparingly – use only Early Constraints or Late Constraints, no must complete.

SEASONAL CONSIDERATIONS

- Work completed within allowable work period. (07Sep15 – 30May16)
- Placement of bituminous materials completed as required by contract specified dates.
 - Base/Binder (> 40F, 1Apr-14Nov)
 - Wearing (PG76-22 1Apr-14Nov)
- Landscaping/seeding completed as required by contract specified dates. (19Apr-31May; 16Aug-14Oct)
- Line Striping completed as required by dates/expected temperature restrictions. (50F – 90F, MAR – NOV)

CALENDARS

- Project Level not Global
- Holidays shown in calendars
- Seasonal (winter) shutdowns shown in calendars, as applicable.

ACTIVITY CODES

- Project Level not Global
- At minimum Area, Phase and Responsibility

SCHEDULE OPTIONS

- Schedule calculated using retained logic
- Open ends shown as non-critical
- Durations are contiguous
- Total float calculated as finish float
- Ignore relationships to and from other projects

SCHEDULE SPECIFICATION REQUIREMENTS

- Schedule submitted in electronic file format on CD or via email
- CPM schedule hard copy, Bar chart shows;

<input checked="" type="checkbox"/> activity ID	<input checked="" type="checkbox"/> late start
<input checked="" type="checkbox"/> activity description	<input checked="" type="checkbox"/> late finish
<input checked="" type="checkbox"/> original duration	<input checked="" type="checkbox"/> total float
<input checked="" type="checkbox"/> remaining duration	<input checked="" type="checkbox"/> calendar ID
<input checked="" type="checkbox"/> early start date	<input checked="" type="checkbox"/> Use arrows to show relationships among activities
<input checked="" type="checkbox"/> early finish date	<input checked="" type="checkbox"/> critical path in red
- Predecessor/Successor Report. (Not required when providing electronic schedule files.)
- Cash Flow Projection (Only needed if it changes)

SCHEDULE STATUS (BY WORK AREA)

CONTRACT COMPLETION

- The schedule meets the interim contract completion date of 30May2016 (Memorial Day). Milestone Activity 1100 (MS02; Full Beneficial Use and Substantial Completion) has an interim Milestone constraint of 20May16.

CURRENT CRITICAL PATH(S)



The current critical path starts with the NTP activity and continues through PBU fabrication → Prepare/Erect PBUs → FRP Bridge Closures → FRP Bridge & Wingwall Caps, Sidewalks & Safety Curb → Bridge Rail → Install Guardrail → Final Pave → Permanent Striping → Install Curb & Off Bridge Sidewalks → Open Road/ Bridge Opening (which calculates to 20May16 versus the required 30Oct16 required Interim Milestone). All activities in this critical path indicate a minimum 0 days of Total Float.

NEAR CRITICAL ACTIVITIES

- There are 40 activities that indicate between 1 and 5 days of Total Float, with 25 of those activities associated with bridge deck work.

SUBMITTALS AFFECTING CRITICAL PATH

- Structural Steel and PBU submittals reside along the critical path.

FABRICATION

- PBU fabrication activities currently reside along the critical path. The duration provided for fabrication and delivery of the PBUs is indicated as 35 calendar days. As this work occurs in February and March, the contractor should confirm that this duration is reasonable. As a third party is performing this task, its 0 days of available float place it high risk and it should receive special management attention; any available float that can be generated in this activity path by processing the submission and review of the PBUs would help to assure that it does not impact the completion of the project.

UTILITIES

- 19 (approximately 25%) of the schedule’s 80 activities are anticipated to be completed by 3rd parties and are related to Utilities. The activities are not shown as being critical or near critical, and the baseline schedule provides a sufficient amount of float (minimum 6 days) associated with these activities. Because this work is to be completed by 3rd parties, this approach is recommended. Close attention should be paid to these activities moving forward to make sure sufficient progress occurs to keep them from affecting the project’s critical path.

REVIEW NOTES (to be addressed by the contractor)

1. MILESTONE ACTIVITIES

Activities identified below reflect contract milestones per contract specifications or other agreed to dates.

ACT	DESCRIPTION	EF	LF	NOTE
1103	Notice to Proceed – September 9, 2015	09Sep15	10Sep15	
1100	MS02 - Full Beneficial Use and Substantial Completion - May		20May16	1
1313	MS01 - Contractor Field Completion and Final Acceptance -		16Jun16	1

¹ Milestone activity meets the specified/agreed to date.

2. ACTIVITIES WITHOUT PREDECESSORS

Activities identified indicating missing predecessors should be addressed per contract specifications.

ACT ID	DESCRIPTION	NOTE
1103	Notice to Proceed – September 9, 2015	1

¹ Activity is the earliest activity in the schedule. Acceptable. No action required.

3. ACTIVITIES WITHOUT SUCCESSORS

Activities identified indicating missing successors should be addressed per contract specifications.

ACT ID	DESCRIPTION	NOTE
1100	MS02 - Full Beneficial Use and Substantial Completion - May 20, 2016	1
1313	MS01 - Contractor Field Completion and Final Acceptance - June 16, 2016	1

^{1.} Activity is the last activity in the schedule. Acceptable. No action required.

4. OUT OF SEQUENCE ACTIVITIES

Activities identified indicate out-of-sequence progress that should be addressed to accurately reflect current schedule status. **[Currently, there are no out of sequence activities]**

COMMENTS FOR REVIEW & RESPONSE:

- For a job this size we would expect to see a schedule in the range of 80-100 activities to represent the adequate level of detail needed to represent the delivery of the project. There are approximately 80 items in this schedule, of which 15 are submittal related, 19 are utility related, 2 milestones and 1 access restraint.

46 activities relate to the contractor's anticipated effort in the field. This is slightly below the level of detail expected, yet given the nature of this project, is not detrimental. While additional detail/activities could be provided for activities such as 1238, *Excavate Channel & Place Channel Paving*, 1259, *FRP Bridge & Wingwall Caps, Sidewalks & Safety Curb*, 1268, *Drainage Structures & Roadbox*, and 1265, *Construct End Posts*, it is not required.

- Given that approximately 25% of the work related to this project is to be performed by utility parties, extra care should be given to coordinate with and assure that progress is made as anticipated by the schedule. A healthy amount of float is indicated (minimum of 6 days) by this schedule and should hopefully be maintained throughout the project until completion on these activities. These parties may not have the means to recover lost time if they were to fall behind schedule.
- Regarding the 15 submittal – related tasks, the fabrication and delivery of the PBUs is showing as being critical (0 days total float). A duration of 35 calendar days (5 weeks) is provided for the fabrication and delivery of this work. The Contractor should assure that these units can be fabricated within the time indicated in the schedule with a great degree of certainty given that this effort is to be performed by a 3rd party and is a critical path item. Any effort that can be expended now to build float into this chain of activities should be encumbered if possible.
- It is our understanding that the contractor has requested an early roadway closure. As this request becomes a part of the contract, it should be indicated in the schedule accordingly.
- Several items within the schedule could be slightly more specific. As an example, who performs the work for items 1310 and 1169? Please add those 3rd parties if anticipated as such.
- A 5d lag exists between activity 1259, *FRP Bridge & Wingwall Caps, Sidewalks & Safety Curb*, and 1268, *Drainage Structures & Roadbox*. Generally, lag durations should be zero, however it does appear to be reasonable in this case. Please either add "includes 5d lag" to description of item 1259 or add a separate cure activity to designate this anticipated relationship.

11. Winter Calendars are provided by the schedule yet are not assigned to all weather-restricted activities. A paving calendar could be added as well to indicate the contract restrictions for base/binder and wearing course pavement.

In general, this is not a problem as the work occurs naturally within the non-restricted period(s). It would be good practice though to link all weather restricted activities such as paving, striping, and seeding etc to their appropriate calendars.

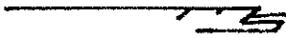
12. Contract Item 756, NPDES *Stormwater Pollution Prevention Plan*, requires a NOI to the EPA 14 days prior to beginning clearing and grubbing. Activities for this work should be indicated in the schedule as 3rd parties are involved.
13. At the time of review (November 13th), this schedule indicates that activity should be occurring within submittal generation and utility relocation. The known activity to date appears to be ahead or equal to what is shown in the schedule, and therefore these items appear to be reasonable. No action required.

SCHEDULE DETERMINATION

- Accepted
- Accepted As Noted; Contractor shall make necessary revisions within the next schedule submission.
- Accepted As Noted; Contractor shall make necessary revisions and resubmit within 10 days.
- Revise/Resubmit; Contractor shall make necessary revisions and resubmit within 10 days.
- Rejected; Engineer will indicate in writing all portions of the schedule that are not in compliance with the contract requirements. Contractor will submit a recovery schedule within 10 days. If not received, Engineer will request a mandatory meeting with Contractor within 10 days.

Schedule Reviewer:

Signature:

A handwritten signature in black ink, appearing to read "MS", is written over a horizontal line.

Matthew Steele

BUDGET/WARRANT TIME LINE 2015-2016

Friday, August 28, 2015	Capital Budget Instructions submitted by T A to Departments	
Thursday, September 24, 2015	Deadline for submission of Department Capital Budgets to the T A	
Monday, September 28, 2015	TA presents BOS with 5-Year Financial Plan	Charter 9-2-1/on or before October 1st
Monday, September 28, 2015	MRSD meeting with B O S and Fincom to discuss enrollments by class and demographics, including a five year projection of same.	
Thursday, October 1, 2015	Deadline for submission of Community Preservation requests	
Monday, October 5, 2015	BOS Budget Message to guide TA in developing budget Requests - Including Board agreed to goals	Charter 9-2-2/on or before the first Tuesday in October
Friday, October 30, 2015	Capital Outlay Committee submits 7-yr Capital Outlay plan to T A	
Monday, November 16, 2015	Preliminary meeting with B O S and Fincom to discuss budget guidelines for the FY 16 MRSD budget	
Monday, November 2, 2015	Operating Budget instructions submitted to departments by T A	
Friday, November 27, 2015	Deadline for submission of department operating budgets to T A	Charter 9-2-3/on or before the 1st Friday of December
<i>Friday</i> Monday, December 4, 2015	Deadline for submission of departmental warrant articles to T A	
Monday, December 7, 2015 <i>move to 12/14</i>	B O S Review and discussion of potential warrant articles	
TBD	Meeting with B O S and Fincom to discuss initial look at MRSD FY 16 budget	
Monday, December 14, 2015	TA submits 7-yr Capital Outlay Plan to joint meeting of BOS/ Finance Committee	Charter 9-6-3/during the month of December

Monday, January 4, 2016	BOS/FINCOM/Capital Outlay Committee hold joint public hearing on submitted Capital Outlay Plan	Charter 9-6-4/on or before the 2nd Friday in January
Friday, January 29, 2016	All items to be bid must have specifications in TA's office by 12:00 P.M. to be assured of bid process for Town Meeting	
Monday, February 8, 2015	Meeting with B O S and fincom to discuss first draft budget and five year plan with MRSD	
Monday, February 8, 2016	TA presents budget and budget message to B O S and Fincom	Charter 9-2-4/on or before the 2nd Tuesday of February
February – March	Fincom review of budgets and articles	
Monday, February 8, 2016	Last BOS meeting before Annual Warrant closes	
Friday, February 12, 2016	Article deadline – Warrant closes Noon deadline	Charter 2-2-1/Bylaw 1-101 2nd Friday in February by 12:00 Noon
Tuesday, February 16, 2016	1 st draft Warrant to BOS (presented at meeting)	
Monday, February 22, 2016	Articles submitted to Finance Committee by B O S	General By-Laws I, § 271-1.B. Not later than 14 days after article deadline
Monday, February 22, 2016	BOS required to submit final budget to Finance Committee	Charter 9-3-2 / on or before the 4th Tuesday of February
Monday, February 22, 2016	MRSD to submit final line item budget to B O S and Fincom for inclusion in the ATM Warrant	
Tuesday, February 23, 2016	Joint budget/article hearing BOS/Finance Committee (if needed)	
February 16 – February 29, 2016	BOS reviews Warrant articles	
Monday, March 7, 2016	VOTE to sign final Annual Town Meeting Warrant	
Monday, March 14, 2016	Vote to open Special Town Meeting Warrant	All Special Town Meeting Articles must be received 40 days prior to STM

No later than March 21, 2016	Article funding review by B O S	
Monday, March 21, 2016	BOS votes Special Warrant BOS votes Ballot	
March 22, 2016	Ballot to Town Clerk	
<u>not later</u> than Monday, March 28, 2016	FINCOM submits written recommendations on Budget/Warrant. Joint budget /article hearing with B O S and Fincom reconcilliation	Charter 9-3-3/by March 31st
<u>Not later</u> than March 28, 2016	Fincom conducts one or more hearings on budget	Charter 9-3-3 by March 31st
<u>Not later</u> than Friday, April 1, 2016	Fincom submits final recommendations to B O S office for insertion in warrant	
April 2016	Send Warrant to Printer Send Warrant to Chronicle (April 14th publication)	Printer needs at least 2 weeks. Chronicle needs 1 week before publish date
Friday, April 15, 2016	Warrants available for public distribution	Charter 2-2-2/14 days prior to Town Meeting
Monday, May 2, 2016	First night of Annual Town Meeting	Charter 2-3-1/1st Monday in May
Tuesday, May 17, 2016	Annual Town Elections	Charter 8-1-1/3rd Tuesday in May

OFFICE OF THE TOWN ADMINISTRATOR

Christopher Clark, Town Administrator

Phone (508) 430-7513

Fax (508) 432-5039

732 MAIN STREET, HARWICH, MA 02645



November 30, 2015

To: Department Heads, Committee Chairs, Others

From: Chris Clark, TA

Re: Budget Planning and Joint Selectmen/Finance Committee Hearings
Saturday, February 27, 2015 8:00 am – 5:30 pm
Community Center Multi-purpose Room

Streamlining and improving the efficiency of the budget process is fundamental to preparing a realistic and sustainable budget for the town. In planning the budget for FY17, the Board of Selectmen and the Finance Committee will be conducting joint hearing for the departments and other agencies of the town with budgets over \$300,000.00 or if you have requested additional staffing. This process will help to reduce or eliminate duplicative hearing and enrich the dialog of those meetings while also saving time for department heads and leaders of other town agencies. For those departments and other agencies with budgets under \$300,000, I will present these to the Selectmen and Finance Committee

Appendix A - The Selectmen and the Finance Committee have further provided a list of standard questions to help budget managers prepare for the hearings. They are also requesting advance materials two weeks ahead of time which, along with the standard questions, are expected to improve the pace of the meeting by answering at least the most obvious questions in advance leaving more time for substantive discussions and clarification. The advance materials should be in electronic form and include any presentation material, exhibits, and so forth that the budget leader plans to present at the hearing. They are to be submitted to Sandy Robinson srobinson@town.harwich.ma.us who will then distribute to the Selectmen and Finance Committee via email.

Appendix B – The preliminary schedule for the hearings. Please confirm your availability for the allotted times so we can finalize the schedule. You will be allotted 30 minutes total - 20 minutes to provide an overview of your budget and 10 minutes for questions from the Selectmen and Finance Committee.

If you should need further information or have any questions, please call my office.

CC: Board of Selectmen
Finance Committee
Sandy Robinson
Ann Steidel
Charleen Greenhalgh
Michael Ford, Town Moderator

APPENDIX A

STANDARD QUESTIONS:

1. What are the differences between the FY16 budget and the FY 17 proposed budget?
2. What are the reasons for any increases or decreases?
3. Are you adding/reducing any personnel or hours?
4. What are your top budgeting priorities for FY17?
5. Are there any expenses that could be deferred? What would be the impact?
6. Recap of revenues anticipated and their sources?
7. Are any pricing/fee changes proposed?
8. Are any revolving funds or receipts reserve changes proposed and for what reasons?

APPENDIX B

HEARING SCHEDULE
Saturday, February 27, 2015
8:00 am – 6:00 pm

8:00 am	Call the meeting to Order
8:05 am	Police Department
8:35 am	Fire and Rescue
9:05 am	DPW
9:35 am	Harbors/Waterways
10:05 am	Break (10 mins)
10:15 am	Golf
10:45 am	Water Department
11:15 am	Wastewater
11:45 pm	Building
12:15 pm	Lunch Break (45 mins)
1:00 pm	Assessors
1:30 pm	Treasurer/Collector
2:00 pm	IT/Channel 18
2:30 pm	COA
3:00 pm	Break (15 mins)
3:15 pm	Youth & Recreation
3:45 pm	Community Center
4:15 pm	Brooks Library
4:45 pm	Administration, Town Hall Ops & All Others