

SELECTMEN'S MEETING AGENDA

Griffin Room, Town Hall

Executive Session 6:00 P.M.

Regular Meeting 6:30 P.M.

Tuesday, September 8, 2015

I. CALL TO ORDER

- II. EXECUTIVE SESSION - Pursuant to M.G.L. Ch. 30A, §21(a)(6), to consider the purchase, exchange, lease or value of real property if an open meeting may have a detrimental effect on the negotiating position of the Board – Marini Property

III. PLEDGE OF ALLEGIANCE

IV. WEEKLY BRIEFING

V. PUBLIC COMMENT/ANNOUNCEMENTS

VI. CONSENT AGENDA

- A. Approve Minutes – Monday August 25, 2015
- B. Approve and authorize the Chair to sign contract for new ambulance from Specialty Vehicles Inc. that was approved at the May 2015 Town Meeting in the amount of \$292,675. Equipment will be purchased separately
- C. Approve the contract with Ballard Truck & Equipment for one new 2016 Mack CHU613 Road Tractor for the DPW that was approved at the May 2015 Town Meeting in the amount of \$138,750
- D. Approve petition by Eversource Energy to install one new pole in the public roadway on Old Queen Anne Road
- E. Approve and sign letter from Selectmen and Conservation to Eversource regarding herbicide spraying in Harwich
- F. Approve the new Job Description for Planning Assistant
- G. Approve request by Police Chief to dispose of surplus items
- H. Accept resignation of Dean Hederstedt from the Conservation Commission effective September 2, 2015
- I. Approve Nomination/Interview Sub-committee recommendation to appoint Carolyn O'Leary to the Conservation Commission and Lorraine Bossi to the Harwich Cultural Council
- J. Vote to refer Ginger Plum Lane Road Betterment petition to the Assessor's Office for verification of signatures and confirmation of 50%+ approval by abutters (Ch. 255-4 Town of Harwich Code)
- K. Approve application by Hawkers & Peddlers License by St. Martin's Lodge AF & AM
- L. Approve application by National Multiple Sclerosis Society for Road Race

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

- A. Needs Assessment Review / Cost Benefit Analysis
 - 1. Engineering Department
 - 2. Town Nurse/Chef

VIII. **OLD BUSINESS**

- A. Preparation for meeting with the By-Law and Charter Review Committee – *Information*
- B. Non-Binding Advisory Ballot Question regarding the Harwich Middle School – *Information*

IX. **NEW BUSINESS**

- A. Treasure Chest Committee Recommendation – *discussion and possible vote*
- B. Wastewater Educational Moment – Technology Assessment – Green Infrastructure & Alternative Approaches – *discussion*
- C. Request from Selectman Jannell Brown to be tardy from six Selectmen’s meetings for educational purposes

X. **TOWN ADMINISTRATOR’S REPORT**

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: _____
September 3, 2015

**MINUTES
SELECTMEN'S MEETING
GRIFFIN ROOM, TOWN HALL
MONDAY, AUGUST 24, 2015
6:30 P.M.**

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

OTHERS PRESENT: Town Administrator Christopher Clark, Supt. Scott Carpenter, John Rendon, Heinz Proft, Sheila House, Bob Cafarelli, Matt Hart, Richard Larios, Dana DeCosta, Noreen Donahue, Ed McManus, Jack Brown, Lou Urbano, Sally Urbano, Bob Bradley, Greg Winston, Anne Stewart, Dan Pelletier, Richard Waystack, and others.

MEETING CALLED TO ORDER at 6:30 p.m. by Chairman Peter Hughes.

WEEKLY BRIEFING

A. Albro House Project Status

Mr. Urbano stated that the only items left that need to be done on the Albro House are a small piece of porch that needs to be redone, and the white addition and the garage need to be taken down. He asked Mr. Clark to put together something for Town Meeting for every homeowner to donate \$20 for a 5 year period for maintenance for fixing of Town owned properties. He said he and Sally will be paying for a sign at the West Harwich Schoolhouse. Sheila House presented Mr. Urbano with some gifts from local businesses. Chairman Hughes presented Lou and Sally Urbano with a plaque in recognition of their efforts to revitalize the Albro House. Greg Winston of the Historical Commission thanked Lou and Sally Urbano and submitted donations to Mr. Clark for the fund.

Mr. McManus presented a framed poster that was given by AmeriCorps at a recent Assembly of Delegates meeting. He noted that there is one for each town in recognition of the 15th anniversary of AmeriCorps of Cape Cod with the theme of 15 towns and 15 trees as they planted a tree in each town that they are active in. Heinz Proft spoke on some of the AmeriCorps projects in Harwich.

PUBLIC COMMENT/ANNOUNCEMENTS

Chairman Hughes said that National Grid has committed to visit us in September to make a presentation in response to questions that came up at the Non-Resident Taxpayers meeting regarding the moratorium.

CONSENT AGENDA

A. Approve Minutes:

1. March 4, 2015 Regular Meeting (pre-election)
2. March 11, 2015 Regular Meeting (pre-election)
3. April 1, 2015 Regular Meeting (pre-election)
4. May 4, 2015 Regular Meeting (pre-election)

5. May 5, 2015 Regular Meeting (pre-election)
 6. June 1, 2015 Regular Meeting
 7. July 27, 2015 Regular Meeting
 8. August 10, 2015 Regular Meeting
 9. July 29, 2015 Regular Meeting (Hughes, LaMantia, MacAskill)
- B. Approve application by Harwich Fire Association for Road Race on September 26, 2015
 - C. Accept gifts to the Council on Aging Gift Account totaling \$1,274.00
 - D. Approve additions to definitions in Harbor Management Plan for Waterways Capital Improvement Receipts Reserve Fund and Waterways Improvement & Maintenance Fund
 - E. Approve request by Monomoy Regional School District to install new sign at Elementary School
 - F. Approve request by Republican Town Committee to amend Election Worker List
 - G. Approve award of contract for Saquatucket Harbor Improvements Engineering Design to Bourne Consulting Engineering, P.C. in the amount of \$186,454
 - H. Approve award of contract for Muddy Creek Bridge to MAS Building and Bridge in the amount of \$4,791,311.80

Ms. Cebula moved approval of Items A1 through A5. Mr. LaMantia seconded the motion and the motion carried by a 3-0-0 vote (LaMantia, Hughes, Cebula).

Ms. Brown moved approval of Items A6 through A9, B, C, E, and G. Mr. LaMantia seconded the motion. Ms. Cebula moved to amend the motion that Item E is subject to the approval of the Building Inspector. Mr. LaMantia seconded the motion and the motion carried by a unanimous vote. The main motion also carried by a unanimous vote.

With regard to Item D, Mr. Hart, Chairman of the Waterways Committee, explained the changes to the Harbor Management Plan. Ms. Cebula moved to accept Item D. Mr. LaMantia seconded the motion and the motion carried by a unanimous vote.

Mr. Hughes recused himself on Item F. Ms. Brown moved to approve Item F. Mr. MacAskill seconded the motion and the motion carried by a 4-0-0 vote.

Ms. Cebula moved to approve Item H. Mr. MacAskill seconded the motion. Mr. Cafarelli went over the bid process and some of the elements of the plan and Mr. Clark reviewed the financial aspects and noted that we have two grants and sufficient funds to award the contract as well as some contingencies. The motion carried by a unanimous vote.

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

- A. Joint Meeting with Finance Committee on the following topics - *discussion*:

The Board of Selectmen and Finance Committee discussed the following topics. No action or votes were taken.

1. Board of Selectmen FY16 financial goals & objectives

2. MRSD/Harwich 5 year financial guidelines
3. 7 year debt schedule with capital plan overlay in graphical form
4. Municipal Water/Wastewater Infrastructure Investment Fund (<= 3% surcharge)
5. Finance Committee opinion regarding organizational structure of Wastewater
6. Wastewater Enterprise Fund
7. Budget/Warrant Timeline for FY17

NEW BUSINESS

- A. Wastewater Educational Moment – Alternative Onsite Treatment Systems – *discussion*

Chairman Hughes provided the attached Power Point presentation on Alternative Onsite Treatment Systems from Barnstable County.

TOWN ADMINISTRATOR'S REPORT

- A. Landfill solar revenues

Mr. Clark stated that he and Mr. Gould met with Liz Argo from CVEC and she had indicated that we have completed the first year. He said they are trying to get their accounting so we can actually have a full accounting for that year. He noted that it does look like we are at about \$330,000 due to the arrival of the check that came in after the fiscal year so it would be about \$267,000 for FY15. He stated that Ms. Argo said that the annual report for last year will be due in and we'll get a report on September 15. He further stated that we did put in a request to in regard to the Water Department to identify those utilities that are related to the Water Department so that when Mr. Gould does the accounting it can be assessed as we go.

- B. Assistant Town Administrator Search

Mr. Clark reported that the Search Committee had a meeting today and will begin interviews at the end of this week and the first week in September.

- C. Eversource herbicide spraying

Mr. Clark reported that we have received a response to our letter to Eversource which doesn't go outside of what they have been saying all along that they will be following their own process. He said that it does not appear that they have picked up on any of the thoughts that were suggested to them by the Board of Selectmen or Conservation Commission. Chairman Hughes recommended that the Board send them a letter back saying, as a minimum, that we need to be notified a certain amount of hours ahead of time that this activity is going to happen. Ms. Cebula moved that we send yet another letter to the Eversource people requesting the 48 hour notification before they spray. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

With regard to Item A, landfill solar revenues, Mr. MacAskill asked what is and when can we get the calculation for the Water Department. Mr. Clark said he did ask for it, that he wanted to see if they had the meters by department and all they gave him was the meter numbers and now he has

to backtrack through it. He said in the future we will ask them to identify so we know the allocations. Mr. MacAskill asked how quickly we can get the Commissioners a number. Mr. Clark said it would be probably by October 1.

D. Status of former Fire Station on Bank Street

Mr. Clark stated there is a request by a Church that we make available by sale or lease the former Fire Station on Bank Street. He noted that the Harbormaster does actively use that site and is willing to vacate the building if he can move into something closer to Saquatucket Harbor which is probably 2 years away. He added that the land is used for parking for the Harwich Conservation Trust and they would like to retain the parking.

Mr. Rendon stated that it is their primary workshop and they do all their maintenance and building out of there and the building is clearly not surplus yet. He stated that he would like his operation closer to the harbor and it is a critical facility to his department. He said he can't stress enough that they are not in a position to vacate that workshop and he hopes that is understood. He said it is his intention to come forward with a proposal for engineering design for what they want to do on site with a plan the following year to go into construction.

Mr. Waystack stated this all began at Town Meeting, when the capital budget was approved there was a line item for demolition of the building after which he was asked by the Church to help them find a new facility. He recommended they look at reusing these buildings. He requested that this be put on the agenda for discussion and suggested that we send out an RFI to reutilize these buildings.

E. Town Counsel hourly rates

Mr. Clark reported that Kopelman & Paige is increasing their fee \$5 per hour. He said it is reasonable and it has been five years since they increased their fee. Chairman Hughes asked for a spreadsheet of our legal counsels and their rates as well as any recommendation he may have for shifts or changes in legal counsel.

ADJOURNMENT

Chairman Hughes adjourned the meeting at 9:02 p.m.

Respectfully submitted,

Ann Steidel
Recording Secretary



Harwich Fire Department

Fire Suppression

Prevention

Emergency Services



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

Kent J. Farrenkopf, **Deputy Chief**

August 25, 2015

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

Peter I have enclosed the contract(s) for the new ambulance for your signature. Also included is a copy of the build sheet if you would like to see how the truck is constructed. The Dealer is Specialty Vehicles from North Attleboro Massachusetts. The purchase was done through the Massachusetts Metropolitan Area Planning Council which represents the "State Bid" program for these vehicles. The Town Meeting Article approved \$357,000.00 for the vehicle. What you are signing is the contract for the truck only and does not include all of the items that go in the ambulance. Those other items such as the Heart Monitor, Power Lift Stretcher and Mobile Radios will also be purchased from vendors on the State Bid List.

Sincerely,

Chief Clarke



58 George Leven Drive
 North Attleboro, MA 02760
 Tel: 508-699-0616
 Fax: 508-699-0977
 Toll Free: 888-699-0616
 www.svine.com

Providing Superior Ambulance and Rescue Vehicles in New England

SALES CONTRACT

AGREEMENT

This agreement is between Specialty Vehicles, Inc. ("Specialty"), 58 George Leven Drive, North Attleboro, MA 02760, a Massachusetts Corporation and

Department: **Harwich Fire Department**
 Street Address: **175 Sisson Road**
 City, State ZIP: **Harwich, MA 02645**

COPY

Hereafter known as "Buyer," in accordance with the conditions contained below and the attached specifications, including any addenda, all of which are made part of this agreement. This agreement will not be effective until and unless it is accepted in writing by Specialty, as evidenced by an authorized signature below. This agreement is made pursuant to Specialty's Contract for Goods and Services with the Metropolitan Area Planning Council ("MAPC") effective December 31, 2012 (hereinafter the "MAPC Contract"). Any terms or conditions contained in this agreement which are inconsistent with the terms of the MAPC Contract are superseded by the MAPC Contract's terms and conditions.

Specialty agrees to sell and Buyer agrees to purchase the goods described in the attached specifications and / or bid proposal (revised) dated *August 20, 2015* and any attached addenda to those specifications. In any instance where Specialty's specifications and Buyer's specifications are in conflict, Specialty's specifications shall apply.

SALES PRICE

<u>PRICE</u> QTY.	MODEL	PRICE
(1)	2016 Ford F550 4x4 Superduty custom built Life Line "Superliner" Type I-AD, Class I Emergency Medical Vehicle	\$ 174,604.00
	Selected Options	<u>\$ 123,071.00</u>
	<i>Subtotal</i>	<u>\$ 297,675.00</u>
<u>OTHER / DESCRIPTION</u>		
	LESS Ford FIN Concession	(\$ 3,200.00)
	LESS Pre-Payment Option	<u>(\$ 2,000.00)</u>
<u>FINAL PRICE</u>		\$ 292,675.00

This final price may be increased or decreased by written change orders signed by authorized representatives of Specialty and Buyer ("duly authorized change orders"). The final price set forth above is exclusive of any required taxes or fees. Any certificates regarding Buyer's tax status or liability must be duly signed by the proper authority and must be in a form acceptable to Specialty.

PAYMENT

"Payment in full" means receipt by Specialty of funds (in United States currency) in the amount of the final price, as adjusted by any duly authorized change orders and any agreed upon holdbacks, plus all required taxes or fees. Payments made to Specialty must be in the form of a money order, certified check, bank check, town check, or company check. Specialty will

not accept personal checks. In the event of payment by check (other than a certified or bank check), payment in full is not complete until all funds have been deposited in and credited to Specialty's bank account(s). No payments shall be made to any Specialty sales representative except on presentation, in writing, of an express power of attorney, executed by an officer of Specialty, authorizing payment to the sales representative on behalf of Specialty.

DELIVERY

The place of delivery shall be as follows (select one):

Buyer's address at: 175 Sisson Road, Harwich, MA

Specialty's address at: _____

Delivery lead-time is 120-150 calendar days after receipt of chassis, approved work order / drawings and signed sales contract. In no event shall Specialty be liable for damages arising from its failure to make delivery by the final delivery date because of fire, flood, strikes, riot, accidents, Acts of God, supplier delays, or any circumstances or other causes beyond Specialty's control. Specialty will not be required to make delivery to Buyer unless and until it has received payment in full from Buyer. Specialty will deliver ownership documents within three business days when full payment is received.

LATE PAYMENT

If Buyer has not made payment in full to Specialty on / by the final delivery date, the final price shall be subject to daily interest at a rate of 12 percent per year. The adjusted final price will equal the final price set forth above multiplied by: one; plus the product of (a) the number of calendar days after the final delivery date that payment in full is made to Specialty and (b) 0.0003287 (reflecting daily interest at a rate of 12 percent per year). Further, if Buyer has not made payment in full to Specialty by the final delivery date, Specialty shall have the option, in its sole discretion, of selling the vehicle(s) to another buyer and seeking from Buyer any and all damages, including without limitation lost profits and consequential damages.

DELIVERY BEFORE PAYMENT IN FULL

At its sole option and in its sole discretion, Specialty may deliver the vehicles to Buyer before Specialty receives payment in full. In that event, all of the foregoing provisions with respect to late payment shall apply. Under no circumstances will the vehicle(s) be placed into service until payment in full has been received by Specialty. Specialty is hereby granted a purchase money security interest in the vehicle and shall retain all rights of an unpaid seller and a secured party under the Uniform Commercial Code until Specialty has received payment in full.

MULTIPLE VEHICLES

If this agreement is for the sale of more than one vehicle, all of which are identical, the final price for each vehicle shall equal the final price set forth above divided by the number of vehicles to be sold. It is the intent of the parties that the sale of each such vehicle shall be treated as a separate transaction under this agreement, with all of the terms of this agreement applying to each separate transaction.

WARRANTIES

Specialty will assign and pass through to Buyer the standard Warranties from Life Line Emergency Vehicles as previously submitted in our bid proposal package and Ford (chassis), respectively, applicable to the vehicle. All claims for Life Line warranty work shall be submitted and authorized through Specialty. All warranties regarding the Ford (chassis) shall be covered through an authorized Ford dealer through Ford Motor Company.

INSPECTION

Buyer agrees to inspect the completed vehicle(s) at a location determined by Specialty and Buyer within three business days after notice from Specialty that the vehicle(s) is/are ready for delivery. Within three business days of inspection, Buyer must give written notice to Specialty of any defects or nonconforming goods. The vehicle shall be deemed accepted if Buyer fails to give such notice. Buyer expressly waives any other rights it may have to revoke acceptance.

GOVERNING LAW

This agreement shall be construed, interpreted, and enforced under the laws of the State of Massachusetts, regardless of any rules regarding choice of law. Buyer agrees that any legal action under this agreement shall be brought in Massachusetts.

AMENDMENT

No modification, alteration, addition, or change in the terms of this agreement shall be binding on either party unless reduced to writing and executed by duly authorized representatives of Specialty and Buyer.

CONSEQUENTIAL DAMAGES

Specialty expressly disclaims any liability for consequential or incidental damages which may be sustained by Buyer, including without limitation those arising from the use, inability to use, maintenance, or repair of the vehicle(s).

CANCELLATION

This agreement is subject to cancellation by Buyer only upon payment to Specialty of a reasonable cancellation charge, which Specialty shall calculate based on expenses and obligations it already incurred and its anticipated profit. The cancellation charge shall be determined in Specialty's discretion, but shall not exceed its out of pocket losses or its anticipated profit, whichever is greater.

SEVERABILITY

To the extent any provision of this agreement is found unenforceable for any reason all other terms shall remain enforceable to the greatest possible extent.

ENTIRE AGREEMENT

This agreement shall cancel and supersede any and all prior agreements, understandings, arrangements, promises, representations, warranties, and/or contracts of any form or nature whatsoever, whether oral or in writing and whether express or implied, as to the subject matter hereof. Neither of the parties hereto has relied upon any oral representations given to it by any representative of the other party. This agreement represents a complete and exclusive statement of terms of the transaction between Buyer and Specialty.

AUTHORIZATION

IN WITNESS WHEREOF, the Company and the Buyer have caused this agreement to be executed by their duly authorized representatives as of the date set forth below.

BUYER

Name

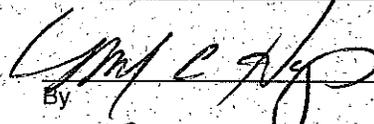
By

Title

Date

SELLER

SPECIALTY VEHICLES, INC.


By

PRESIDENT
Title

08/20/2015
Date



TOWN OF HARWICH

DEPARTMENT OF PUBLIC WORKS

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

Telephone (508) 430-7555

Fax (508) 430-7598

MEMORANDUM

TO: Board of Selectmen

FROM: Lincoln S. Hooper, Director 

DATE: September 2, 2015

RE: Recommendation for Purchase of Road Tractor from State Contract

Article 22 of the 2015 ATM provided \$150k for purchase of a new road tractor, at the Disposal Area, which hauls the Town's municipal solid and construction & demolition waste. Given it has been 17 years since the Town last purchased a road tractor, I arranged for demo test drives with loaded trailers for all Disposal Area staff on July 17th and had them evaluate each truck on ten separate criteria. Unanimously Disposal Area staff, Vehicle Maintenance staff and I ranked the Mack CHU613 the best truck. Given that Mack trucks are available on State Contract VEH93, I pursued that option following the Contract User Guide (attached).

VEH93 allows contract users "the option of modifying the specifications and requesting quotes from a minimum of three of the awarded vendors from the manufacturers listed on the contract." I followed this procurement procedure and obtained three quotes from approved vendors, which I have attached for your review. I would like to recommend that Board award a contract to Ballard Truck in the amount of \$138,750 for the purchase of a new 2016 Mack CHU613 Road Tractor as specified and sign the attached New Vehicle Buyer's Order.

Attachments: Contract Agreement
New Vehicle Buyer's Order form from Ballard Truck
Prudent Procurement Quote Summary
Road Tractor Compliance Summary
State Contract VEH93 Contract Users Guide



TOWN OF HARWICH

DEPARTMENT OF PUBLIC WORKS

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

Telephone (508) 430-7555

Fax (508) 430-7598

COPY

CONTRACT AGREEMENT FOR ONE NEW 2016 MACK CHU613 ROAD TRACTOR

This Contract Agreement is made this 8th day of September, 2015, between the Town of Harwich (hereinafter referred to as "OWNER") and Ballard Truck & Equipment of Avon, MA (hereinafter referred to as "CONTRACTOR").

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

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

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

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

Ballard Truck & Equipment
CONTRACTOR

Town of Harwich
OWNER

(signature)

(print name)

(date)

Board of Selectmen



BALLARD TRUCK CENTER



www.BallardMack.com
Fax: 508-752-0518



Avon, MA 02322
1 Mack Drive
Phone: 508-559-0771
** Available in Avon only

Worcester, MA 01604
442 Southwest Cutoff
Phone: 508-753-1403

Johnston, RI 02919
280 Scituate Ave
Phone: 401-821-4800

W Springfield, MA 01089
124 Ashley Ave
Phone: 413-733-1136
* Available in W Springfield only

NEW VEHICLE BUYER'S ORDER

Date: Sept 2, 2015

Buyer: Town of Harwich DPW Address: 273 Queen Anne Road, PO Box 1543

City: Harwich State: MA Zip: 02645 Phone: 508-430-7555

The Buyer hereby orders from the above named dealer: Qty: 1 Year: 2016 Make: Mack Model: CHU613

Chassis Number(s): TBD

as described in the attached quotation numbered: AGEY0708163 (BioVette) Dated: August 12, 2015

Said vehicle(s) are to be delivered on or about: _____ according to the following terms and conditions:

Price per Vehicle.....	<u>138,750.</u>	Total Cash Purchase Price.....	_____
Federal Retail Excise Tax.....	<u>NIC</u>	Less:	_____
_____	_____	Non-Refundable Deposit for Order.....	_____
Delivered Price per Vehicle.....	<u>138,750</u>	Balance of Purchase Price.....	_____
Total Delivered Price for <u>1</u> Vehicle(s):	_____	Buyer Requests Dealer Obtained Financing:	_____
Less Trade Allowance.....	_____	(BUYER'S INITIALS)	_____
Total Cash Purchase Price.....	<u>138,750</u>		

TRADE DETAILS

Year: _____ VIN# _____ Year: _____ VIN# _____
Make: _____ Model: _____ Make: _____ Model: _____

THE ONLY WARRANTIES ON SAID VEHICLE(S) ARE THE MANUFACTURER'S. THE COMPANY MAKES NO WARRANTIES AS TO SAID VEHICLE(S), EXPRESS OR IMPLIED. THE COMPANY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ONCE THE DEALER ACCEPTS THIS ORDER, THE BUYER'S DEPOSIT IS NOT REFUNDABLE UNLESS THE BUYER CANNOT TAKE DELIVERY OF SAID VEHICLE(S) FOR A REASON BEYOND THE BUYER'S CONTROL. IN THAT EVENT, THE DEALER MAY, BUT WILL NOT BE REQUIRED TO, RETURN THE DEPOSIT TO THE BUYER, LESS ANY EXPENSES WHICH THE DEALER HAS INCURRED IN ACCEPTING AND PROCESSING THIS ORDER. THE BUYER'S FAILURE TO OBTAIN FINANCING BEFORE SCHEDULED DELIVERY IS NOT A REASON BEYOND THE BUYER'S CONTROL.

THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE A PART OF THIS AGREEMENT. THE BUYER ACKNOWLEDGES HAVING READ THIS AGREEMENT, INCLUDING SUCH TERMS AND CONDITIONS.

Sept 2, 2015
DATE

Town of Harwich DPW
COMPANY NAME

[Signature]
SALES REPRESENTATIVE

X

SIGNATURE OF OFFICER, PARTNER, OR OWNER, WITH TITLE

Sept 2, 2015
DATE

This order is hereby accepted by:
[Signature]
COMPANY REPRESENTATIVE SIGNATURE

VP Sales
TITLE

Not Binding Until Accepted: The Buyer presents this Order for the Dealer's Acceptance. The Order is not binding upon the Dealer until and unless signed by an authorized official of the Dealer. If the Dealer accepts this Order, the Buyer agrees to execute any and all documents requested by the Dealer to consummate this transaction.

Taxes: Payment of any and all taxes, imposed at any time by any governmental authority, upon the manufacture or the sale of said vehicle(s) shall be to the Buyer's sole responsibility.

Price Increases: The Order and the Dealer's acceptance are conditioned upon the current costs of labor, materials, parts, accessories and other equipment or components of the said vehicle(s) purchased. If any of these costs increase between now and the time of delivery, the Dealer, at its option, may give the Buyer written notice that there has been such an increase and that the purchase price has increased accordingly. Unless the Buyer gives the Dealer written notice of cancellation within ten days of the Dealer's notice, the increased price shall be the purchase price and shall be paid by the Buyer. Under these circumstances, the Buyer's timely cancellation will be considered done for a reason beyond the Buyer's control.

Security Given: If the Buyer is paying for said vehicle(s) other than by cash, the Buyer agrees, before taking delivery of said vehicles, to execute and deliver to the Dealer a security agreement and all related documents necessary to effectuate and perfect a valid, enforceable security interest in said vehicle(s). The Buyer agrees that the Dealer may assign its rights under these security documents. The parties agree to incorporate the terms of the above security documents into this Order, but, if any part of the security documents conflict with the terms of this Order, the security document(s) shall control.

Condition of Trade-In: The Buyer warrants that, unless otherwise disclosed to the Dealer in writing, any used motor vehicle(s) or equipment with the Buyer is trading to the Dealer as partial payment for said vehicle(s): (a) is operational; (b) is of no less than average quality; and (c) is free of all liens and/or encumbrances of any nature whatsoever. The Buyer further warrants that it has good and marketable title to the used vehicle(s) or equipment as of the time of delivery to the Dealer. The Buyer will deliver the used vehicle(s) or equipment to the Dealer in the same condition as it was when the Dealer first inspected same. The Dealer retains the right to re-inspect the said used vehicle(s) or equipment when delivered and, if its condition is not the same as when first inspected, the Dealer retains the right to reject same or re-value the amount of allowance offered for such vehicle(s) or equipment. In either event, the total cash purchase price shall be increased accordingly.

Cancellation: If the Dealer cannot make delivery of the vehicle(s) ordered by the Buyer, or if the parties should mutually agree, in writing, to cancel this order, then the Dealer will return the Buyer's deposit in full and return any used vehicle(s) or equipment tendered by the Buyer and partial payment (unless the Dealer has already sold the used vehicle(s) or equipment, in which case the Dealer shall return to the Buyer the net amount received from the sale. The Buyer will accept the return deposit, vehicle(s) or equipment, or net proceeds, whereupon all the obligations of the parties, each to the other, shall be deemed fully satisfied and discharged.

Surrender of Collateral: If at any time the Buyer fails to make any payment due hereunder, the Dealer may take immediate possession of said vehicle(s) without demand or further notice. The Buyer agrees, at the request of the Dealer, to make said vehicle(s) available to the Dealer at a time and place designated by the Dealer. The Buyer further expressly authorizes the Dealer and its agents to enter upon the Buyer's premises if need be to repossess said vehicles. The Buyer will indemnify and hold the Dealer harmless from any claims whatsoever by any kind because of the Dealer's removal, repossession or retention of said vehicle(s).

Delay: The Dealer is not responsible for any loss, damage, detention, delay, or failure to deliver resulting from any cause which is unavoidable or beyond its control. Such cause includes, but is not limited to: an act of God, fire, flood, natural disaster, strike or other labor disturbance, accident, vandalism, riot, war, insurrection, the shortage of materials, demand exceeding available supply, failure or interruption of normal transportation, water or power facilities, or systems. THE DEALER SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF INCOME OR PROFIT. The Buyer's acceptance of delivery of said vehicle(s) shall as of the time of delivery, constitute the Buyer's waiver of any and all claims the loss or damage due to any delay.

No Oral Agreements: This Order and the related documents referred to in it supersede and all prior representations by either party regarding the subject matter of this Order. This Order and the related documents referred to in a constitute the parties' entire agreement. There are no other understandings or representations between the parties except those which have been put in writing. There can be no changes to any written instrument without a written amendment signed by both parties.

HEAVY DUTY ROAD TRACTOR - DISPOSAL AREA

TOWN OF HARWICH DPW 273 QUEEN ANNE ROAD - P.O. BOX 1543 HARWICH, MA 02645	<u>PRUDENT PROCUREMENT</u>
---	-----------------------------------

DEPARTMENT: **DIV. OF HIGHWAYS & MAINTENANCE**

DATE: August 24, 2015

	FIRM CONTACTED	TELEPHONE	ITEM(S) REQUESTED	QUOTE
NAME ADDRESS TOWN CONTACT email	Tri-State Truck Center 411 Hartford Turnpike Shrewsbury, MA 01545 Richard Coutu rcoutu@tristatetruckcenter.com	508-753-1200	HEAVY DUTY TRACTOR	Unable to provide quote Too many deviations
NAME ADDRESS TOWN CONTACT email	Minuteman Trucks 2181 Providence Highway Walpole, MA 02081 David Lee DLee@minutemantrucks.com	508-668-3112	HEAVY DUTY TRACTOR	\$136,036.83 Did not comply with specs
NAME ADDRESS TOWN CONTACT email	McDevitt Trucks, Inc. 939 East Street Tewksbury, MA 01876 Rene Barrett rbarrett@mctrucks.com	800-370-7383	HEAVY DUTY TRACTOR	\$138,150.00 Did not comply with specs
NAME ADDRESS TOWN CONTACT email	Ballard Truck & Equipment One Mack Drive Avon, MA 02322 Rocky Loomis rloomis@ballardtrucks.com	508-559-0771	HEAVY DUTY TRACTOR	\$138,750.00

Quotes for Disposal Area Road Tractor

ROAD TRACTOR COMPLIANCE SUMMARY

SPECIFICATIONS	MINUTEMAN TRUCK		McDEVITT TRUCK		BALLARD TRUCK	
	Comply	No	Comply	No	Comply	No
Engine/Transmission/Clutch	X		X		X	
Exhaust/Emissions		X	X		X	
Engine Equipment		X	X		X	
Transmission Equipment/Drivelines		X	X		X	
Cab (A-G)	X		X		X	
Cab (H-R)		X	X		X	
Cab (S-Z)	X			X	X	
Frame Equipment/Fuel Tanks		X	X		X	
Front Axle/Equipment/Tires	X		X		X	
Rear Axle/Equipment/Tires/Ratios	X			X	X	
Frame/Wheelbase/Platform	X		X		X	
Air/Brake	X		X		X	
Trailer Connections	X		X		X	
Electrical	X		X		X	
Paint/Vinyl Striping	X		X		X	
PTO/Specialty/Additional Equipment	X		X		X	
Locally Installed Upfitted Equipment	X		X		X	
Remote Engine/Emission Monitoring (2 years)	X		X		X	
TOTALS	13	5	16	2	18	0

BIDDER INFO	MINUTEMAN TRUCK	McDEVITT TRUCK	BALLARD TRUCK
Dealer Facility Location	Walpole, MA	Tewksbury, MA	Avon, MA
Service Facility Location	Walpole, MA	Tewksbury, MA	Sagamore Beach, MA
Hours of Operation	Mon - Fri: 7AM-6PM, Sat: 8AM-Noon	Mon - Fri: 7AM-7PM, Sat: 7AM-3:30PM	Mon- Fri: 7AM-Midnight, Sat: 8AM-Noon
Price Quoted	\$136,036.83	\$138,150.00	\$138,750.00

CONTRACT USER GUIDE



How to Use the Heavy Duty Vehicle Statewide Contract



Contract #: VEH93

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

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

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

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

Last change date: 06/10/2015

Contract Summary

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

Benefits and Cost Savings

The statewide contract provides pricing for the following:

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

Who Can Use This Contract?

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

Eligible Entities:

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

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

Pricing and Purchase Options

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

How to use the contract:

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



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

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

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

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

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

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

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

Additional Information

Vendor List and Contact information

Contractor Information-Heavy Duty Trucks



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

Truck: 2016 Mack GU712 as specified.

Contract Manager: Brian Buckley

E-mail: bbuckley@ballardtrucks.com

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

Prompt Pay Discount: .25%-10 days



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

Truck: 2016 International 7400 SFA as specified.

Contract Manager: Marty Castrechini

E-mail: mcastrechini@minutemantrucks.com

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

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



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

Truck: 2016 Peterbilt Model 348 as specified.

Contract Manager: Joe McQuaid

E-mail: jmcquaid@mctrucks.com

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

Prompt Pay Discount: .25%-10 days



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

Truck: 2016 Freightliner 108SD as specified.

Contract Manager: Chris Marsh

E-mail: cmarsh@tristatetruckcenter.com

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

Prompt Pay Discount: .25%-10 day

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

Truck: 2016 International 7400 SFA as specified

Contract Manager: Jim Tsotsi

E-mail: jimtsotsi@taylorandlloyd.com

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

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

Contractor Information-Front End Wheel Loaders

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

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

Contract Manager: Michael Rice

E-mail: Michael.rice@sunbeltrentals.com

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

Prompt Pay Discount: 1%-15days

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

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

Contract Manager: Tom Fiore

E-mail: tfiore@cn-wood.com

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

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

Milton CAT, 100 Quarry Drive, Milford, MA 01758

Loader: 2015 CAT 930M Wheel Loader as specified

Contract Manager: Tom Benedetti Jr.

E-mail: tom_benedetti @miltoncat.com

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

Prompt Pay Discount: 1%-30days

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

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

Contract Manager: Don Masley

E-mail: Masley@schmidtequipment.com

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

Prompt Pay Discount: 1%-10days

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

Loader: 2015 Volvo L70G Wheel Loader as specified.

Contract Manager: Gerry Tessier

E-mail: gtessier@woodcomachinery.com

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

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

Summary of Where to Obtain Important Contract Information in COMMBUYS

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

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

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

How to place an order

The ordering process is as follows:

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

Where to find complete VEH93 contract information on COMMBUYS

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

Link: [C144032-vCurrent](#)

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

VEH93 Purchasing Options

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

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

Some examples of Best Value Criteria:

 Compliance with Specifications

Repair/Parts Compatability

Fleet Compatability

Operator ease of use transition

 Dealer Location

 Dealer Hours of Operation

Delivery Lead Time

 Cost

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

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

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

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Christopher Clark, *Town Administrator*

Julie Quintero-Schulz, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA



MEMO

TO: Board of Selectmen 

FROM: Christopher Clark, Town Administrator

RE: Recommendation – Utility Hearing August 13, 2015

DATE: September 8, 2015

On August 13, 2015, a Utility Hearing was held per the request of Eversource Energy. The request was to install a new pole in the public roadway on Old Queen Anne Road. There was one abutter present that was representing the owner of the property at 9 Route 137. The business owner was concerned that the pole would block his sign from the view of on-coming traffic on Old Queen Anne Road.

I visited the site where the new pole would be installed on two occasions– once after the Hearing with the Right of Way Agent, and again with representatives from Eversource. With the assistance of the Town Engineer, it was determined that the owner’s business sign was located on private property and had been nicely landscaped by the owner. Eversource agreed to place the pole so that the view of the property owner’s sign would not be obscured by the pole.

I recommend that the Board approve the petition so that they can begin work as soon as possible.

MINUTES
Utility Hearing – Installation of Pole
Old Queen Anne Road
Thursday, August 13, 2015
10:00 a.m.

Those present included: Jessica Elder, NStar (Eversource) Right-of-Way Manager; Town Administrator, Christopher Clark; Cory Lundholm, abutter; Sandy Robinson, Administrative Secretary

Christopher Clark opened the hearing at 10:00 A.M. and read the Hearing notice.

Mr. Clark asked Ms. Elder to explain the work to be done by Eversource. She explained that a third pole was needed between the existing two poles to create “service reliability.”

Mr. Clark asked the abutter, Cory Lundholm if she had any objections to the pole placement. She advised that she was representing the property owner and that the placement of the pole is directly in front of the business sign for the building located at 9 Rte. 137. The sign is placed perpendicular to the street and the pole is marked out to sit between the sign and the street. Mr. Clark pointed out that the sign would still be seen as it is facing oncoming traffic. Ms. Lundholm agreed. Mr. Clark also asked if the sign had been placed on public property or on private property. Ms. Lundholm thought that the property owner would have placed the sign on his private property.

Mr. Clark advised that he would recommend approving the request for a pole provided that there would be no visual obstruction of the sign, and agreed to go to the site and view the placement of the pole with Ms. Elder once the Hearing was closed.

The Hearing was adjourned at 10:10 a.m.

Submitted by:
Sandy Robinson
Administrative Secretary

TOWN OF HARWICH
NOTICE OF PUBLIC HEARING
Thursday, August 13, 2015

Pursuant to M.G.L. Ch. 166, § 22, the Town Administrator will hold a Public Hearing at **10:00 AM on Thursday, August 13, 2015** in the Harwich Town Hall Library, 732 Main Street, Harwich, MA in reference to the following matter:

A petition by EVERSOURCE ENERGY (dba Nstar Electric) requesting permission to locate underground cables, conduits and manholes, including the necessary sustaining and protecting fixtures, in under, along and across the following public way or ways:

OLD QUEEN ANNE ROAD – PUBLIC ROADWAY

PROPOSED: INSTALL ONE NEW 45 FOOT POLE (4/121-5)

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

Christopher Clark
Town Administrator

Cape Cod Chronicle
July 30, 2015

July 7, 2015

Town Administrators
732 Main Street
Harwich, MA 02653



Dear Board Members:

Enclosed is a petition to install approximately (1) 45 foot FO pole labeled 4/121-5 in the Public Roadway in Old Queen Anne Road, Harwich.

This proposed location (s) is necessary to provide electrical service and improve reliability. This petition will require a notice to abutters and a hearing.

Will you please present this petition before the Board for customary action and approval.

If you have any questions please call me at 508-790-9022.

Warm Regards,

A handwritten signature in black ink, appearing to be "J. Elder".

Jessica Elder
Right of Way Agent
NSTAR Electric
d/b/a Eversource Energy

Enc.

**PETITION FOR POLE LOCATIONS
WO#2025118**

**Barnstable, Massachusetts
To the Board of Selectmen Harwich, Massachusetts.**

July 07, 2015

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

request permission to locate poles, wires, cables and fixtures, including the necessary sustaining and protecting fixtures to be owned and used by your petitioner, along and across the following public way or ways:

Install 1 new 45' pole labeled 4/121-5

Wherefore we pray that after due notice and hearing as provided by law, we be granted locations for permission to erect and maintain poles, wires, and cables, with such sustaining and protecting fixtures as we may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked Plan No. 103875 Dated July 2, 2015.

Also for permission to lay and maintain underground cables, conduits, wires, and necessary equipment in the above or intersecting public ways for the purpose of making connections with the poles and buildings as each may desire for distributing purposes.

Your petitioner agrees to reserve space for one crossarm at a suitable point on each of said poles for the fire, police, telephone and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

By



_____ **RIGHT OF WAY AGENT**



TOWN OF HARWICH, MA
 BOARD OF ASSESSORS
 732 Main Street, Harwich, MA 02645

Abutters List Within 100 feet of Parcel 75/G7-4/0



Key	Parcel ID	Owner	Location	Mailing Street	Mailing City	ST	ZipCd/Country
9692	75-S1-1-0-R	TAVANO JUSTIN & KURISKO HOLLY D	1120 QUEEN ANNE RD	1120 QUEEN ANNE RD	HARWICH	MA	02645
6297	75-G7-4-0-R	DJMC HOLDINGS LLC	9 ROUTE 137	9 ROUTE 137	HARWICH	MA	02645
10766	75-W4-0-E	METHODIST EPISCOPAL CHURCH OF EAST HARWICH	1 CHURCH ST	1 CHURCH ST	E HARWICH	MA	02645



September 8, 2015

COPY

Kevin McCune
Supervisor, Licensing & Permitting
Eversource Energy
One NStar Way
Westwood, MA 02090

RE: Concerns Regarding 2015 YOP for ROWs 302, 303 & 347 in Harwich, MA.

Dear Mr. McCune,

Thank you for your response to our Conservation Administrator, Amy Usowski, on June 17, 2015. The Town of Harwich would like to take this opportunity to respond and to reiterate the concerns outlined in the letters sent from the Town on March 18, 2015, and June 9, 2015 to Eversource (previously NStar).

The Board of Selectmen and Conservation Commission wish to reiterate that we oppose the application of herbicides by Eversource on the ROWs in the Town of Harwich. As Town officials, we have the task of caring for our townspeople and our environment. A large concern by the Selectmen, Conservation Commission, and members of the Town of Harwich is the incorrect application of herbicides.

We have numerous small, isolated vegetated wetlands which do not show up on the maps Eversource has provided as they are at such a large scale. The Town of Harwich Board of Selectmen and Conservation Commission expect that these wetlands be afforded the same protection as the larger wetlands which are shown on your maps. We have again enclosed copies of clearer maps that we wish you to provide to your technicians. This maps more clearly show borders of wetlands and different wetland types than the maps you provided to the Town.

It came to our attention during the application last fall from several citizens that the field operators were not being very selective in applying the herbicides, and may not have been familiar with all of the vegetation types that they encountered. We are aware that you offer your field workers education in this, but encourage greater education, and suggest that you train your field operatives who will be on Cape Cod here, that way they can better understand the different vegetation and soils we have here.

Lastly, we would like to take this opportunity to reiterate the importance of advance notification of any work, either mechanically or spraying. This also assists us as a Town to ensure our public are aware. Thank you for your time and consideration of this latest letter.

Eversource
September 9, 2015
Page 2

Sincerely,
The Harwich Board of Selectmen:

-And-
The Harwich Conservation Commission:

W. W. Digger
Phil Swartz
John Cassin

Russ
B. P. Chou

CC: William Hayes, Senior Transmission Arborist
Eversource
Vegetation Management
One NSTAR Way, SE – 370
Westwood, MA 02090

Michael McClean
Director of Rights-of-Ways Programs
Massachusetts Pesticide Bureau
251 Causeway Street, Suite 500
Boston, MA 02114

Attachments

**Town of Harwich
Job Description**

Position Title: Planning Assistant

Department: Planning

Statement of Duties

Under the direction of the Town Planner, responsible for providing technical and clerical support for regulatory processes and assisting the Town Planner in carrying out the functions of the department. Also responsible for assisting the Historic District and Historical Commission Chair in carrying out regulatory reviews and projects relating to historic matters.

Essential Functions

The essential functions or duties listed below are intended only as illustration of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if work is similar, related, or a logical assignment to the position.

1. Under the direction of the Town Planner, meeting with developers, attorneys, engineers, architects, surveyors, contractors and members of the general public regarding Harwich regulations, procedures and application requirements.
2. Under the direction of the Town Planner, reviewing applications for site plans, subdivisions, approval-not-required plans, and special permits to determine application completeness, zoning compliance and adherence to Planning Board Rules and Regulations.
3. Under the direction of the Town Planner, communicating with applicants and/or their agents to verify information or to obtain additional data or plan revisions.
4. Preparing legal notices, interdepartmental review correspondence, draft staff reports, and draft decisions.
5. Advising applicants of meeting deadlines, scheduling applications for Planning Board review, and preparing agendas.
6. Under the direction of the Town Planner, assisting in research for revisions to by-laws and rules and regulations, preparing hearing notices, notifying statutory parties, and notifying Town Clerk of revisions for inclusion in the Harwich General Code.
7. Maintaining files for regulatory reviews, by-law and regulatory revisions, and general planning matters.
8. Assisting in overall department administration including personnel related matters, financial administration of the department, and management of office equipment.
9. Assisting applicants in filing applications to the Historic District and Historical Commission, preparing staff reports, and preparing draft Notice of Determinations.
10. Assisting the Historic District and Historical Commission with historic projects.

Supervision

The Planning Assistant works under the general direction of the Town Planner but is expected to exercise prudent independent decisions and judgment. Policy problems or changes in procedures are discussed with the Town Planner, but the Planning Assistant ordinarily plans work and carries it through to completion independently.

Education and Experience

A bachelor's degree in a related field is preferred. The Planning Assistant should have a minimum of 12 months experience in regulatory and municipal processes.

Knowledge, Skills and Abilities

A candidate for this position should have:

- Considerable knowledge of state and local laws relating to planning, zoning, historic and related matters.
- Ability to carry out planning, zoning and historic research.
- Strong written, oral and graphic communication skills.
- Strong customer service skills and ability to maintain harmonious working relationships.
- Ability to work independently, multi-task and prioritize.
- Considerable knowledge of office management, procurement, and financial policies and procedures.
- Ability to efficiently operate computers and other office equipment.

Tools and Equipment Used

Equipment used includes computers, software (e.g. word processing, website posting, budget processing, and GIS), and general office equipment.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The Planning Assistant works in a quiet to moderately noisy office setting. The employee is required to stand, walk, or reach with hands and arms up to 25% of the time; and to sit, talk or listen/hear and use hands more than 75% of the time. The employee may occasionally lift up to 25 pounds. The employee has normal vision requirements that would allow the employee to operate a personal computer.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The Planning Assistant has constant contact with the public answering inquiries and providing information. The position has constant contact with other town departments, outside agencies, other levels of government, lawyers and other professionals. The purpose of contacts is to respond to inquiries and complaints, conduct research, make appointments, give or receive information, or explain policies and procedures. Contacts occur in person, in writing, on the telephone, and via computer.

The Planning Assistant is exposed to some mental stress due to need for attention to details and deadlines. Additionally, the work on applications can generate hostility and anger from citizens and others.

External and internal applicants, as well as position incumbents who become disabled as defined under the Americans With Disabilities Act, must be able to perform the essential job functions (as listed) either unaided or with the assistance of a reasonable accommodation to be determined by management on a case by case basis.



HARWICH Police

DEPARTMENT

183 Sisson Road, Harwich, MA 02645

Tel 508-430-7541 Fax 508-432-2530



DAVID J. GUILLEMETTE
Chief of Police

THOMAS A. GAGNON
Deputy Chief

August 25, 2015

To: Honorable Board of Selectmen
Peter Hughes, Chairman

From: Chief David Guillemette

Re: Request to dispose of surplus / nonfunctioning equipment

Chairman Hughes:

The Harwich Police Department request permission from the Board of Selectmen to dispose of the following item:

Cross Match ID 1000, finger print machine, manufactured October 2004. The serial number is M-25448. The item does not function properly. The machine, per Cross Match Technologies, has no trade in value. The item is no longer supported by the manufacturer and parts are no longer available.

The item has been replaced through grant funds obtained by the Harwich Police Department.

Respectfully,

A handwritten signature in black ink, appearing to read "David Guillemette".

David Guillemette
Chief of Police

TOWN OF HARWICH
POLICY FOR DISPOSITION OF SURPLUS GOODS AND EQUIPMENT

1. If the surplus goods or equipment have no resale or salvage value less than \$100, the Department Head shall determine how best to dispose of such property at the least cost to the town and keep a record of the disposition

2. If the surplus property is determined by the Department Head to have resale or salvage value of less than \$5,000, and the Department Head has offered it and determined that no other department has an interest in the property, the property may be disposed of pursuant to the procedure set forth below in subsection A and B.

A. The Department Head shall solicit written bids/ quotes from at least 2 individuals or companies that may be interested in the item, maintaining a written record of the names and addresses of the individuals and/or companies from which a bid /quote was solicited;

B. The Department Head shall also advertise the surplus property for sale on the town website or on any internet site that offers such property for sale at least 14 calendar days prior to the sale. Any such advertisement shall state the sale date, the date by which a sealed bid/ quote shall be submitted to the town, and shall prescribe a format in which a sealed bid / written quote shall be submitted (written and delivered to a prescribed address).

3. If the surplus property is determined to have resale or salvage value greater than \$5,000, it must first be declared as surplus by the Board of Selectmen, and then may be disposed of in conformance with the procedures of Massachusetts General Laws Chapter 30B.

Approved by the Board of Selectmen on February 21, 2012.

First Reading: February 6, 2012
Second Reading: February 13, 2012
Third Reading: February 21, 2012

September 2, 2015

Town Of Harwich
732 Main Street
Harwich, MA 02645

Attention: Anita N. Doucette, Harwich Town Clerk

Dear Anita,

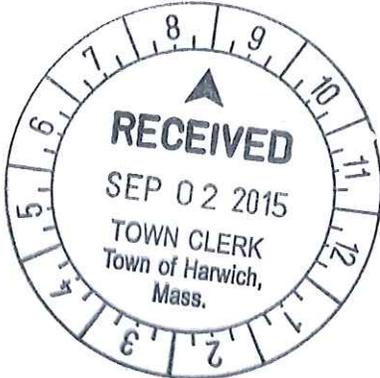
Please accept this as my resignation for personal reasons as a Conservation Commissioner from the Harwich Conservation Committee effective the date written above.

Sincerely,



Dean Hederstedt

CC: Amy Usowski





MEMO

TO: Board of Selectmen

FROM: Angelo La Mantia, Michael MacAskill
Selectmen's Interview/Nomination Committee

RE: Appointment Recommendation

DATE: September 8, 2015

Following posted interviews held on Tuesday, August 25, 2015, we would like to recommend to the Board the following appointments:

Lorraine Bossi	<u>Harwich Cultural Council</u> June 30, 2017
Carolyn O'Leary	<u>Conservation Commission</u> June 30, 2018

SELECTMEN'S MEETING AGENDA*
Selectmen's Office, Town Hall
Interview / Nominations Sub-committee
Tuesday, August 25, 2015
1:00 PM

I. **CALL TO ORDER**

II. **NEW BUSINESS**

- A. Interview volunteers to fill vacancies on various committees, commissions and boards
- B. Treasure Chest Committee - *discussion*
- C. Harwich Youth Services Committee Charge - *discussion*

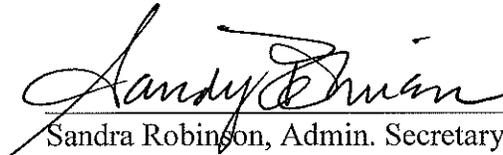
III. **ADJOURNMENT**

**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 are a person with a disability who requires an accommodation, contact the Selectmen's Office at (508) 430-7512 ext. 2

Authorized Posting Officer:

Posted by: _____
Town Clerk



Sandra Robinson, Admin. Secretary

Date: August 20, 2015

§ 255-4. Improvements to private ways.

- A. In the event that a group of property owners who own property on a private road which has been open for public use for at least five years wish the Town of Harwich to finance the repair of their private way, they shall engage an engineer experienced in road construction and repair who shall survey the road in question to develop a plan for the repair of that private road which shall take into consideration the need for additional drainage, new berms, driveway aprons to protect the edges of the repaired road, the filling of existing cracks and the application of one or more layers of bituminous concrete. The repair shall be designed to bring the road up to Town standards or as close as possible within the physical constraints of the right-of-way.
- B. The plan shall specify the projected useful life of the repaired private way, and in no event shall the projected useful life be less than 15 years. All costs of preparing the plan, obtaining cost estimates and preparing the petition described below shall be the exclusive responsibility of the petitioners.
- C. The property owners shall prepare a petition to the Board of Selectmen for the Town of Harwich to finance the work in an amount certain, including a ten-percent contingency amount. The petition shall list the parcels by lot number and map number together with the owners' names of record with a space for each owner to place his or her signature. The petition must state that each signature represents an irrevocable agreement by each signatory to repay to the Town of Harwich, through the mechanism of a betterment added to each owner's real estate tax bill, his or her pro rata share of the total amount to be financed plus interest and administrative costs, which Town administrative costs shall not exceed 10% of the project. The petition shall not be presented to the Selectmen unless 50% of all the abutters to the road plus one more abutter shall have agreed to the project and its financial commitment by having signed it. Once approved by the Board, all abutters shall be assessed for a pro rata share of the cost of the betterment.
- D. The petition, accompanied by the engineer's plan, a map of the private way to be repaired and backup for the cost estimates, shall be submitted to the Selectmen's office on or before August 31. The Selectmen shall refer every such petition to the Assessor's office for verification of signatures and confirmation that more than 50% of the abutters have signed. The Selectmen shall consider all submitted petitions that pass the Assessor's examination prior to September 30. If the Selectmen determine that the proposed repairs are in the public interest and if the Selectmen determine that these repairs are within the financial capabilities of the Town, the Board of Selectmen shall refer each petition so determined to the Planning Board which shall conduct a public hearing on each petition on or before November 15 to evaluate the plan, examine the cost estimates and hear from both the abutters and the general public. The Planning Board shall either endorse the plan by a simple majority vote and return it to the Selectmen, recommend changes in costs or scope of the plan or disapprove the plan by a simple majority vote.
- E. If the Planning Board approves any such plan, the Board of Selectmen may place the plan on the warrant for the next Annual Town Meeting. If the Planning Board suggests modifications or changes in scope of costs, the Board of Selectmen may, as its option, send out proxies to the abutters noting scope and cost changes or it may return the project to the petitioners. If proxies are sent out, they must be returned by December 31;

the Selectmen may place the project on the Annual Town Meeting warrant, provided that more than 50% of the abutters approve the revisions.

- F. If the Annual Town Meeting votes to endorse and finance the project, the engineer who did the original plan shall be named "Project Manager." He shall prepare a new set of bid specifications with the bids to be directed to the Town Administrator. The Project Manager and the Town Administrator shall select the best bid to do the work. The Project Manager shall advise the Director of the Division of Highways and Maintenance 48 hours in advance of each phase of the project and certify, in writing, to the Director of the Division of Highways and Maintenance that each phase of the project has been completed to the Project Manager's satisfaction. The Director of the Division of Highways and Maintenance shall inspect the completed work and certify to the Town Accountant that the work is completed so that payment may be made.
- G. For a group of private roads within a subdivision in which membership in a neighborhood property owners' association is automatic or mandatory, the same procedure shall be used:
- (1) So long as a majority of the owners of the lots abutting the group of private ways to be repaired signs the petition required by Subsection C above; and
 - (2) So long as the group of private ways to be repaired is owned or controlled, directly or indirectly, by the neighborhood association or its members.
- H. The Town of Harwich shall incur no liability for any damages of any nature whatsoever arising from the project by virtue of the Town's agreeing to finance any repair of a private subdivision way. The abutters who accept Town financing shall be deemed to have indemnified and held the Town harmless against any and all such claims.
- I. Any private way improved under the provisions of this bylaw need not be brought up to full Town road standards. Any private way improved under the provisions of this bylaw shall continue to remain a private way.

**Petition to the Board of Selectman
Town of Harwich
for Private Road Betterment of Ginger Plum Lane
August 25, 2015**



We, the owners of homes on Ginger Plum Lane ("GPL") in the Town of Harwich, MA, petition the Board of Selectman to repair GPL to the standards of the town and to assess the expense thereof to the owners and abutters. Assessments so made may be collected in the same manner as betterment assessments in accordance with the General Laws of Massachusetts, Title XIV, Chapter 84, Sections 22 and 26, and Chapter 40, Section 6N.

The attached signatories acknowledge that the estimated cost of the betterment, including contingencies, is \$213,000, determined as follows (note: bids are attached):

M.C.E. Dirtworks (Attachment 1)	\$150,000
Robert B. Our (Attachment 2)	162,650
Lawrence Lynch Corp. (Attachment 3)	<u>154,000</u>
Average of 3 bids	\$155,550
Add 20% contingency for prevailing wage	<u>31,110</u>
Subtotal	\$186,660
Add 10% general contingency	18,666
Add engineering oversight	<u>7,500</u>
Total	\$212,826
Rounded to nearest thousand	\$213,000

There are 31 parcels of land that abut Ginger Plum Lane, determined as follows:

1. The attached assessor's database (Attachment 4) shows 28 parcels on GPL.
2. The parcels at 263 and 267 Lower County Road (Attachment 5) are also abutters, which brings it to 30.
3. The parcel at 22 Patricia Lane (Attachment 5) is also an abutter, which brings it to 31.

In our view, 29 parcels would benefit from the proposed betterment, which we determined as follows:

1. We started with the 31 abutters.
2. We eliminated the parcel at 62 GPL (Attachment 6), as it is a small, wooded undeveloped lot that we feel would not benefit from the betterment, which leaves 30 parcels.
3. We eliminated the parcel at 22 Patricia Lane extends as its driveway is on Patricia Lane and hence we feel it would not benefit from the betterment, which leaves 29 parcels.
4. The parcels at 263 and 267 Lower County Road have their driveways on GPL. As such, we feel that these parcels would benefit from the betterment and should not be which leaves 29 parcels that would benefit.

§ 255-4 B. of the Town of Harwich bylaws provides that a petition for road betterment must be signed by "50% of all abutters to the road plus one more abutter." As explained above, because there are 31 abutters, at least 17 signatures are required (i.e., half of 31 is 16 plus 1 equals 17). Attachment 7 includes the signatures of 23 abutters which is well in excess of the 17 minimum requirement.

We understand that the \$213,000 estimated cost of the betterment will be borne by the 29 parcels that will benefit from the betterment. Thus, the estimated cost of the betterment of \$213,000 would be divided equally between the 29 parcels for an estimated annual parcel price of \$906 for a term of ten years, assuming a 5% interest rate.

The proposed engineer's plan, as prepared by J.M. O'Reilly & Associates, is included as Attachment 8.

The GPL point of contact is John McQuade, 8 Ginger Plum Lane, Harwich Port, MA 02646, cell phone 603/560-4107; e-mail john.mcquade@pinecliffconsulting.com.

Thank you for your consideration and please let us know if you have questions.



Site Work

Paving

Excavation

Asphalt Services

J.M. O'Reilly & Associates, Inc.
1573 Main Street
Box 1773
Brewster, MA 020631

8/13/15

Bid 2015 632

M.C.E. Dirtworks, Inc. proposes to furnish all labor and any materials noted below for the following site services at the referenced location.

Road Construction of Ginger Plum Lane, Harwich MA

- Pulverize/reclaim entire surface of roadway and re-grade. Install 4" of T-base
- Install drainage as specified on plan
- Install and roll a minimum 2" of Class I Bituminous Concrete Binder Course
- Install and roll 1" of Class I Bituminous concrete, finish course
- Install 4 FT deep paved aprons, driveway mix, on all existing driveways
- Cut brush 2 FT back from back of berm. Provide a 5 FT wide shoulder on both sides of the road. 4" loam and hydro-seed

Budgetary Proposal \$150,000.00

Thank you for the opportunity afforded us in offering this proposal. This estimate may be withdrawn by us if not accepted within 30 days. Payment schedules will be agreed upon before commencement of work.

M.C.E. Dirtworks, Inc. is hereby authorized to furnish all materials and labor required to complete above stated work, for which the undersigned agrees to pay the amount specified in said proposal.

Respectfully Submitted,

Acceptance:

Michael C. Escher
President
M.C.E. Dirtworks, Inc.

THIS ESTIMATE IS FOR COMPLETING THE JOB AS DESCRIBED ABOVE. IT IS BASED ON OUR EVALUATION AND DOES NOT INCLUDE MATERIAL PRICE INCREASES OR ADDITIONAL LABOR AND MATERIALS WHICH MAY BE REQUIRED SHOULD UNFORESEEN PROBLEMS OR ADVERSE WEATHER CONDITIONS ARISE AFTER THE WORK HAS STARTED. CUSTOMER ALSO AGREES TO PAY ALL REASONABLE COSTS OF COLLECTIONS INCLUDING ATTORNEY FEES AND COURT COSTS AND ALL OTHER EXPENSES INVOLVED IN THE COLLECTION OF CONTRACTED BALANCES OWED TO M.C.E. DIRTWORKS, INC.

Ph: 508.240.5541 Fax: 508.240.5527 www.dirtworkscapecod.com mcedirtworks@msn.com
28 Lowell Drive, Orleans, MA 02653



To:	J.M O'Reilly Associates, Inc.	Contact:	John
Address:	1573 Main St. Brewster, MA 2631	Phone:	(508) 896-6601
		Fax:	(508) 896-6602
Project Name:	Ginger Plum Lane - Road Reconstruction Proposal	Bid Number:	523- GPL
Project Location:	Ginger Plum Lane, Harwich, MA	Bid Date:	8/10/2015

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1		Mobilization	1.00	LS	\$1,750.00	\$1,750.00
2		Drainage System : Furnish And Install 3 Catch Basins (Complete With A Frame And Grate	1.00	LS	\$8,250.00	\$8,250.00
	2a	Drainage System :12" ADS Piping (F&I)	1.00	LS	\$2,950.00	\$2,950.00
	2b	Drainage Facilities : 1, 2 & 3: Furnish And Install 13 Each 4'x4'x4' Leaching Chambers Surrounded By Double Washed Stone	1.00	LS	\$16,550.00	\$16,550.00
	3	Pulverize The Existing Roadway : 1,500' X 16'	1.00	LS	\$10,650.00	\$10,650.00
	3a	Augment Reclaim With 2" Of Processed Stone (300 Tons)	1.00	LS	\$9,000.00	\$9,000.00
	3b	Grade Area In Preparation Of Paving	1.00	LS	\$5,900.00	\$5,900.00
	5	Paving : Place 2" Of Binder And 1" Top Over 2,334 Square Yards : 2" Binder = 262 Tons And 1" Top 131 Tons	1.00	LS	\$61,450.00	\$61,450.00
	5a	Cape Cod Berm	1.00	LS	\$10,650.00	\$10,650.00
	5b	4' Driveway Aprons (F&I)	1.00	LS	\$17,750.00	\$17,750.00
	7	Loam And Seed Soft Shoulders	1.00	LS	\$17,750.00	\$17,750.00

Total Bid Price: \$162,650.00

Notes:

- Budget Estimate

Payment Terms:

An interest charge of 1.5 per month (18% per annum) will be charged on all invoices over 30 days. If any invoice remains unpaid for more than sixty (60) days and is referred to Legal Counsel for collection; then, in addition to the unpaid billing and accrued service charges, the above signed further agrees to be responsible for all costs of collection, including all legal fees incurred by the Robert B. Our Co., Inc.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Robert B. Our</p> <p>Authorized Signature: <i>W.B. McMahon</i></p> <p>Estimator: Bill McMahon - Chief Estimator - Associate</p> <p style="text-align: center;">8-10-15 "Budget"</p>
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Lawrence-Lynch Corp. • P.O. Box 918 • 396 Gifford Street • Falmouth, MA 02641 • www.LawrenceLynch.com
 Phone (508) 548-1800 • Main Fax (508) 457-1828 • Construction Fax (508) 548-6917 • Toll Free In MA 1-800-352-7188

To:	J. M. O'Reilly & Associates, Inc	Contact:	John O'Reilly
Address:	1573 Main Street, P.O. Box 1773 Brewster, MA 02631	Phone:	508-896-6601
		Fax:	508-896-6602
Project Name:	Ginger Plum Lane Harwich Road Betterment	Bid Number:	
Project Location:	Off Lower County Road, Harwich, MA	Bid Date:	8/14/2015

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01	Vegetation Trimming	1.00	LS	\$5,000.00	\$5,000.00
02	Drainage	1.00	LS	\$35,500.00	\$35,500.00
03	Remove Old Pavement/Prep Subgrade	1.00	LS	\$17,000.00	\$17,000.00
04	Grading/Processed Base Material	1.00	LS	\$16,800.00	\$16,800.00
05	2" Binder Course	1.00	LS	\$27,000.00	\$27,000.00
07	1 1/2" Top Course - Prep And Pave	1.00	LS	\$23,200.00	\$23,200.00
08	Hot Mix Asphalt Driveways	1.00	LS	\$17,600.00	\$17,600.00
09	Loam And Seed	1.00	LS	\$9,200.00	\$9,200.00
10	Bld Contingencies	1.00	LS	\$2,700.00	\$2,700.00

Total Base Bid Price: \$154,000.00

OPTION

OPTION	Unsuitable Excavation/Backfill	1.00	CY	\$65.00	\$65.00
Total Price for above OPTION Items:					\$65.00

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Lawrence-Lynch Corp</p> <p>Authorized Signature: _____</p> <p>Estimator: Rick LeClerc 508-548-1800 rleclerc@lawrencelynch.com</p>
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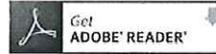
ATTACHMENT 4



Town of Harwich, Massachusetts Assessor's Online Database

- HOME
- SEARCH
- CONTACT US
- HELP
- FAQ

Enter Search Criteria Below (Hint: When searching by Street or Owner, try entering just the first few letters). Adobe Acrobat Reader is required to view the Property Record Card. To obtain a copy of the reader Click the "Get Adobe Reader" Icon.



To view a Property Record Card, click on the icon (far right column) in Search Results.

Search On Personal Property Records Rather Than Real Property (Browse Listing Only)

<Choose an optional sort order> Sort Order (Filtering field is the default)

Database Last Updated On: 11/24/2014

Key	Map	Parcel	Ext	Owner	St.No.	StNo2	Street	Class	Book	Page
							GINGER PLUM			

Search Results

Keyno	Map	Parcel	Ext	Ty	Owner	StNo	StNo2	Street	Class	Book	Page	AssdVal	Card_PDF
704	5	G4-53	0	R	RADLO IRENE R	7		GINGER PLUM LN	1010	1396	725	\$1,359,700	
670	5	G1-32	0	R	MCQUADE JOHN B &	8		GINGER PLUM LN	1010	19261	231	\$1,744,800	
702	5	G4-52	0	R	F D G CORPORATION	11		GINGER PLUM LN	1010	19229	5	\$909,900	
695	5	G4-44	0	R	LAING ANN C TR	15		GINGER PLUM LN	1010	23220	152	\$591,300	
668	5	G1-30	0	R	BURKE BERNICE M	16		GINGER PLUM LN	1010	1275	489	\$499,600	
693	5	G4-43	0	R	PUCCIO RICHARD &	19		GINGER PLUM LN	1010	26965	96	\$586,600	
666	5	G1-29	0	R	BURKE BERNICE M	20		GINGER PLUM LN	1010	1532	341	\$490,700	
701	5	G4-51	0	R	SCHWABE STEVEN W TR	23		GINGER PLUM LN	1010	27580	203	\$505,800	
16030	5	G1-35	0	R	SAVAGE BETH A	28		GINGER PLUM LN	1010	11146	304	\$801,800	
699	5	G4-50	0	R	SCHWABE STEVEN W TR	29		GINGER PLUM LN	1010	27580	203	\$730,600	
697	5	G4-49	0	R	DEBAISE MARCUS J TR	35		GINGER PLUM LN	1010	27794	275	\$661,800	
660	5	G1-25	0	R	BRESLER GABRIEL E &	36		GINGER PLUM LN	1010	25102	172	\$623,000	
8052	5	G1-23	0	R	LANDGRAF PRISCILLA T ESTATE OF	42		GINGER PLUM LN	1010	3952	212	\$558,700	
8055	5	G4-48	0	R	FAHLSTROM DAVID J	49		GINGER PLUM LN	1010	2531	58	\$492,700	
659	5	G1-22	0	R	GEBHARD LEONARD J	52		GINGER PLUM LN	1010	18182	325	\$346,000	
653	5	G1-19	0	R	SPINAZOLA JOSEPH A JR LIFE EST	54		GINGER PLUM LN	1010	27319	272	\$378,100	
657	5	G1-20	0	R	DILLON THOMAS J ET AL DILLON M	55		GINGER PLUM LN	1010	6412	193	\$477,000	
8050	5	G1-18	0	R	TAYLOR CHERYL D TR	56		GINGER PLUM LN	1010	19212	160	\$485,200	
651	5	G1-17	0	R	DALEY JOSEPH OBRIEN JR	57		GINGER PLUM LN	1010	7091	9	\$625,000	
646	5	G1-14	0	R	SIDOLI CHRISTOPHER J TRS ET AL	58		GINGER PLUM LN	1010	22985	44	\$542,300	
647	5	G1-15	0	R	CONNAUGHTON RICHARD P & RUTH M	59		GINGER PLUM LN	1010	2772	95	\$647,100	
8048	5	G1-13	0	R	BARRY TERRENCE J &	60		GINGER PLUM LN	1010	5800	252	\$386,200	
644	5	G1-11	0	R	TIVNAN BRENDON FRANCIS TRS ET	61		GINGER PLUM LN	1010	27786	25	\$579,100	
643	5	G1-10	0	R	GEBHARD LEONARD J	62		GINGER PLUM LN	1300	18182	327	\$98,100	
8047	5	G1-8	0	R	BLOCK GAYLE A	63		GINGER PLUM LN	1010	24618	72	\$385,500	
641	5	G1-9	0	R	GATES DOUGLAS S &	64		GINGER PLUM LN	1010	10158	160	\$404,700	
640	5	G1-7	0	R	WILLIAMSON PAMELA M TR	65		GINGER PLUM LN	1010	26954	185	\$460,400	
638	5	G1-4	0	R	DAVIS MATHEW A &	67		GINGER PLUM LN	1010	23167	93	\$346,200	

28 parcels



263 Lower County

22 Patricia Lane

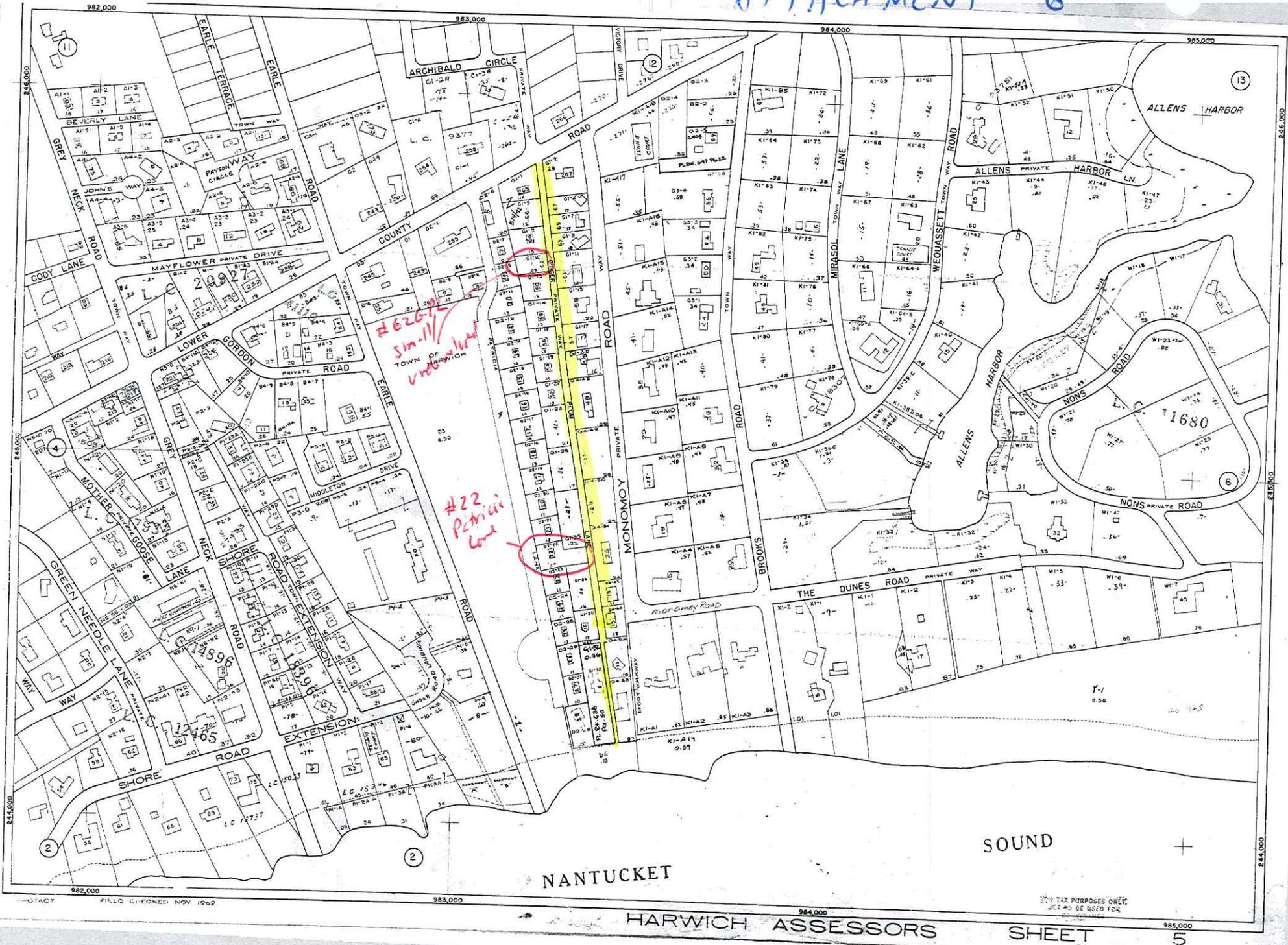
267 Lower County

NANTUCKET

SOUND

FOR TAX PURPOSES ONLY
NOT TO BE USED FOR

FIELD CHECKED NOV 1962



#626-1/2
Sim-11/12
V. W. W. W. W.

#22
Patricia
Lane

NANTUCKET

SOUND

FOR TAX PURPOSES ONLY.
DO NOT BE USED FOR

CONTACT FIELD OFFICE NOV 1962

Ginger Plum Lane Petition for the Town of Harwich to Finance the Repair of the Roadway
July 25, 2015

Each signature below represents an irrevocable agreement by each signatory to repay to the Town of Harwich, through the mechanism of a betterment added to each owner's real estate tax bill, his or her pro rata share of the total amount to be financed plus interest and administrative costs.

Keyno Map Parcel Owner StNo Street Class Book Page

Following is from Assessors List of those with a Ginger Plum Lane Address

704	5	G4-53	RADLO IRENE R <i>ON SEPARATE PAGE</i>	7	GINGER PLUM LANE	1010	1396	725
670	5	G1-32	MCQUADE JOHN B & MCQUADE DEBORAH K <i>John B. McQuade Deborah K. McQuade</i>	8	GINGER PLUM LANE	1010	19261	231
702	5	G4-52	F D G CORPORATION <i>James D. Gibson</i>	11	GINGER PLUM LANE	1010	19229	5
695	5	G4-44	LAING ANN C TR ANN C LAING TRUST <i>Ann C. Laing</i>	15	GINGER PLUM LANE	1010	23220	152
668	5	G1-30	BURKE BERNICE M <i>Bernice M. Burke</i>	16	GINGER PLUM LANE	1010	1275	489
693	5	G4-43	PUCCIO RICHARD & PUCCIO CARYN <i>Richard Puccio Caryn Puccio</i>	19	GINGER PLUM LANE	1010	26965	96
666	5	G1-29	BURKE BERNICE M <i>Bernice M. Burke</i>	20	GINGER PLUM LANE	1010	1532	341
701	5	G4-51	SCHWABE STEVEN W TR SCHWABE CHILDREN TRUST AGREEME <i>Steven W. Schwabe Trustee</i>	23	GINGER PLUM LANE	1010	27580	203
16030	5	G1-35	SAVAGE BETH A C/O SAVAGE BETH A TR <i>HIGHLAND TRUST</i> <i>Beth A. Savage, Trustee</i>	28	GINGER PLUM LANE	1010	11146	304

Extension is 0 for all
Type is residential for all
Street number 2 is blank for all

Ginger Plum Lane Petition for the Town of Harwich to Finance the Repair of the Roadway
July 25, 2015

Page 2 of 8

Each signature below represents an irrevocable agreement by each signatory to repay to the Town of Harwich, through the mechanism of a betterment added to each owner's real estate tax bill, his or her pro rata share of the total amount to be financed plus interest and administrative costs.

Keyno	Map	Parcel	Owner	StNo	Street	Class	Book	Page
699	5	G4-50	SCHWABE STEVEN W TR SCHWABE CHILDREN TRUST AGREEME <i>Steve Schwabe, Trustee</i>	29	GINGER PLUM LANE	1010	27580	203
697	5	G4-49	DEBAISE MARCUS J TR DEBAISE FAMILY TRUST <i>ON SEPARATE PAGE</i>	35	GINGER PLUM LANE	1010	27794	275
660	5	G1-25	BRESLER GABRIEL E & BRESLER ADRIAN S <i>Adrian Bresler</i>	36	GINGER PLUM LANE	1010	25102	172
8052	5	G1-23	LANDGRAF PRISCILLA T ESTATE OF C/O MARSHA L SMITH	42	GINGER PLUM LANE	1010	3952	212
8055	5	G4-48	FAHLSTROM DAVID J	49	GINGER PLUM LANE	1010	2531	58
659	5	G1-22	GEBHARD LEONARD J <i>Leonard J Gebhard</i>	52	GINGER PLUM LANE	1010	18182	325
653	5	G1-19	SPINAZOLA JOSEPH A JR LIFE EST	54	GINGER PLUM LANE	1010	27319	272
657	5	G1-20	DILLON THOMAS J ET AL DILLON M TRUSTEES - DILLON NOMINEE TRUS	55	GINGER PLUM LANE	1010	6412	193
8050	5	G1-18	TAYLOR CHERYL D TR BUSCHY REALTY TRUST	56	GINGER PLUM LANE	1010	19212	160
651	5	G1-17	DALEY JOSEPH OBRIEN JR <i>Joseph O. Daley Jr.</i>	57	GINGER PLUM LANE	1010	7091	9

Extension is 0 for all
Type is residential for all
Street number 2 is blank for all

Ginger Plum Lane Petition for the Town of Harwich to Finance the Repair of the Roadway
July 25, 2015

Page 3 of 8

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Keyno	Map	Parcel	Owner	StNo	Street	Class	Book	Page
646	5	G1-14	SIDOLI CHRISTOPHER J TRS ET AL SIDOLI EUGENIA A TRS <i>Christopher J. Sidoli, Trs + Eugenia A. Sidoli</i>	58	GINGER PLUM LANE	1010	22985	44
647	5	G1-15	CONNAUGHTON RICHARD P & RUTH M <i>Ruth M Connaughton Richard P. Connaughton</i>	59	GINGER PLUM LANE	1010	2772	95
8048	5	G1-13	BARRY TERRENCE J & BARRY FRANCES A <i>Terrence J. Barry Frances J. Barry</i>	60	GINGER PLUM LANE	1010	5800	252
644	5	G1-11	TIVNAN BRENDON FRANCIS TRS ET TIVNAN MARY LOUISE TRS <i>Brendon Francis Tivnan TR Mary Louise Tivnan TR</i>	61	GINGER PLUM LANE	1010	27786	25
8047	5	G1-8	BLOCK GAYLE A <i>SEE SEPARATE PAGE</i>	63	GINGER PLUM LANE	1010	24618	72
641	5	G1-9	GATES DOUGLAS S & BRYANT-GATES REBECCA <i>Douglas S. Gates R. Bryant-Gates</i>	64	GINGER PLUM LANE	1010	10158	160
640	5	G1-7	WILLIAMSON PAMELA M TR PAMELA M WILLIAMSON REVOCABLE <i>Pamela M. Williamson, Trustee</i>	65	GINGER PLUM LANE	1010	26954	185
638	5	G1-4	DAVIS MATHEW A & DAVIS JENIFER L <i>Matthew A. Davis Jenifer L. Davis</i>	67	GINGER PLUM LANE	1010	23167	93

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Ginger Plum Lane Petition for the Town of Harwich to Finance the Repair of the Roadway
July 25, 2015

Page 4 of 8

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Keyno Map Parcel Owner StNo Street Class Book Page

Following are additional parcels that may benefit from repaving

637	5	G1-2	WATSON ANNET & C/O WATSON ARTHUR F TR <i>WATSON ARTHUR F TR WATSON NANCY TRUST Arthur F Watson Tr</i>	267	LOWER COUNTY RD	1010	10950 <i>28202</i>	173 <i>140</i>
8046	5	G1-1	SWEENEY NANCY SYMMES TRS ET AL SWEENEY CHRISTOPHER J SR TRS <i>SWEENEY-SYMMES GINGER PLUM TRUST Nancy Symmes Sweeney Trustee Christopher J. Sweeney, Sr., Trustee</i>	263	LOWER COUNTY RD	1010	18509 <i>29065</i>	133 <i>305</i>

Count: 29
16

↓
*see separate page
signatures with life Estates
as owner*

Ginger Plum Lane Petition for the Town of Harwich to Finance the Repair of the Roadway
August 4, 2015

Page 5 of 8

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Keyno	Map	Parcel	Owner	StNo	Street	Class	Book	Page
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Following is from Assessors List of those with a Ginger Plum Lane Address

704	5	G4-53	RADLO IRENE R <i>Irene R. Radlo</i>	7	GINGER PLUM LANE	1010	1396	725
670	5	G1-32	MCQUADE JOHN B & MCQUADE DEBORAH K	8	GINGER PLUM LANE	1010	19261	231
702	5	G4-52	F D G CORPORATION	11	GINGER PLUM LANE	1010	19229	5
695	5	G4-44	LAING ANN C TR ANN C LAING TRUST	15	GINGER PLUM LANE	1010	23220	152
668	5	G1-30	BURKE BERNICE M	16	GINGER PLUM LANE	1010	1275	489
693	5	G4-43	PUCCIO RICHARD & PUCCIO CARYN	19	GINGER PLUM LANE	1010	26965	96
666	5	G1-29	BURKE BERNICE M	20	GINGER PLUM LANE	1010	1532	341
701	5	G4-51	SCHWABE STEVEN W TR SCHWABE CHILDREN TRUST AGREEME	23	GINGER PLUM LANE	1010	27580	203
16030	5	G1-35	SAVAGE BETH A C/O SAVAGE BETH A TR	28	GINGER PLUM LANE	1010	11146	304

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** Estimate \$5,800 Comp on \$725 per 400 sq ft for 4000 sq ft*

Ginger Plum Lane Petition for the Town of Harwich to Finance the Repair of the Roadway
August 4, 2015

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699	5	G4-50	SCHWABE STEVEN W TR SCHWABE CHILDREN TRUST AGREEME	29	GINGER PLUM LANE	1010	27580	203
697	5	G4-49	DEBAISE MARCIUS J TR DEBAISE FAMILY TRUST	35	GINGER PLUM LANE	1010	27794	275
660	5	G1-25	 BRESLER GABRIEL E & BRESLER ADRIAN S <i>trustee</i> <i>trustee</i>	36	GINGER PLUM LANE	1010	25102	172
8052	5	G1-23	LANDGRAF PRISCILLA T ESTATE OF C/O MARSHA L SMITH	42	GINGER PLUM LANE	1010	3952	212
8055	5	G4-48	FAHLSTROM DAVID J	49	GINGER PLUM LANE	1010	2531	58
659	5	G1-22	GEBHARD LEONARD J	52	GINGER PLUM LANE	1010	18182	325
653	5	G1-19	SPINAZOLA JOSEPH A JR LIFE EST	54	GINGER PLUM LANE	1010	27319	272
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Ginger Plum Lane Petition for the Town of Harwich to Finance the Repair of the Roadway
August 4, 2015

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640	5	G1-7	WILLIAMSON PAMELA M TR PAMELA M WILLIAMSON REVOCABLE	65	GINGER PLUM LANE	1010	26954	185
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Ginger Plum Lane Petition for the Town of Harwich to Finance the Repair of the Roadway
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8046	5	G1-1	SWEENEY NANCY SYMMES TRS ET AL SWEENEY CHRISTOPHER J SR TRS	263	LOWER COUNTY RD	1010	18509	133

*Nancy Symmes Sweeney Life Estate
Christopher J. Sweeney Life Estate
Nancy Symmes Sweeney
Christopher J. Sweeney, Sr.*

Count: 29
16

29065 305

Extension is 0 for all
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OFFICE OF THE SELECTMEN
 732 MAIN STREET
 HARWICH, MA 02645
 508-430-7513

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

Fee: \$ New application Renewal

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

Business Name ST. MARTIN'S LODGE, AF + AM Phone 508 945 2853

Business Address 52 Old Harbor Road, CHATHAM, MA 02633

Mailing Address PO Box 255, CHATHAM, MA 02653

Email Address mtvia@cape.com

Name of Owner _____

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

To sell balloons at Cranberry Festival - Sept. 19 + 20, 2015

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

[Signature] SECRETARY 23-7167773
 Signature of applicant & title Social Security # or Federal I.D. #

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

ST. MARTIN'S LODGE AF+AM By [Signature] SECRETARY
 Signature of individual or corporate name Corporate officer (if applicable)

REGULATORY COMPLIANCE FORM

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

[Signature]
 Building Commissioner

[Signature]
 Board of Health

[Signature]
 Fire Department

[Signature]
 Police Department

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



The Commonwealth of Massachusetts
 Department of Industrial Accidents
 Office of Investigations
 600 Washington Street
 Boston, MA 02111
 www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information

Please Print Legibly

Business/Organization Name: ST. MARTIN'S LODGE A.F. & A.M.

Address: 52 OLD HARBOR ROAD, PO Box 255

City/State/Zip: CHARHAM, MA 02633 Phone #: 508 945-2853

Are you an employer? Check the appropriate box:

- 1. I am a employer with _____ employees (full and/ or part-time).*
- 2. I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
- 3. We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**
- 4. We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

- 5. Retail
- 6. Restaurant/Bar/Eating Establishment
- 7. Office and/or Sales (incl. real estate, auto, etc.)
- 8. Non-profit
- 9. Entertainment
- 10. Manufacturing
- 11. Health Care
- 12. Other _____

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

**If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: _____

Insurer's Address: _____

City/State/Zip: _____

Policy # or Self-ins. Lic. # _____ Expiration Date: _____

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: [Signature] Date: 8/14/2015

Phone #: 508 945 3535

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: _____ Permit/License # _____

Issuing Authority (circle one):

- 1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office
- 6. Other _____

Contact Person: _____ Phone #: _____



FORM #7

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

APPLICATION FOR LICENSE/PERMIT

PLEASE CHECK

ROAD RACE

CRAFT FAIR

OTHER

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

NAME OF BUSINESS National Multiple Sclerosis Society PHONE 781.693.5158

BUSINESS ADDRESS 101 A First Ave Suite G Waltham, MA 02451

MAILING ADDRESS Same

PLEASE STATE THE PURPOSE FOR WHICH LICENSE/PERMIT IS REQUESTED Charity walk to raise funds for MS research + programs. Route through town is attached.

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

DATE Friday, September 11th, 2015

TIME 10am - 2pm

ROUTE/LOCATION Attached

(please use reverse side if necessary)

[Signature]
Signature of Applicant

Director of Logistics
Title

Social Security Number or Federal Identification Number

042178884
Tax Exempt ID (for non-profit organizations)

Signature of Individual or Corporate Name

By Corporate Officer (if applicable)

EVENT NOTIFICATION FORM

Date: 07092015

Dear Sir / Madam,

Please be advised that the **National Multiple Sclerosis Society** has notified the Board of Selectman/City Council, Local Police/Fire Department and if applicable the State Police of its intention to conduct road work/parade/race/or **other events** in or through the City/Town of Harwich

The Board of Selectmen/City Council understands that it must give the Police and Fire Departments at least 48 hours notice before the commencement of the proposed work or event.

The Grantee must supply a Traffic Management Plan when the roadway is occupied and for all detours associated with said events to this Department and to all officials listed below. The Grantee(s) must notify the local and/or State Police to set up a detour of this area with appropriate signs and barricades. The local Fire Department must be notified of the detour to ensure that measures will be taken to minimize disruption to the Fire Department's emergency service during the event. The Grantee(s) must also notify local media (newspapers, radio) of this proposed event.

The following signatures are required prior to the issuance of the Permit. All officials listed below shall assume all responsibility and liability for all activity associated under their jurisdiction.

LOCAL POLICE DEPARTMENT

Signed: Thomas A. Gagnon

Title: Deputy Chief of Police

City/Town: Harwich

FIRE DEPARTMENT

Signed: [Signature]

Title: Chief

City/Town: Harwich

BOARD OF SELECTMEN/CITY COUNCIL

Signed: _____

Title: _____

City/Town: _____

STATE POLICE DEPARTMENT

Signed: _____

Title: _____

City/Town: _____



**National
Multiple Sclerosis
Society**
Greater
New England
Chapter

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

December 16, 2014

Dear Mr. Clark,

Thank you for your support of the National Multiple Sclerosis Society and our 2014 MS Challenge Walk this past September. The event was a great success and we were able to raise \$1.1 million that will go towards the continuing fight to end MS.

We are holding our 14th annual Challenge Walk from September 11th - 13th, 2015. The weekend route will be the same as past years, and we would appreciate receiving the appropriate permits/permission from the Board.

We will hire Harwich police officers to work safety details where needed. We operate a support team consisting of medical personnel, SAG vehicles, and amateur (HAM) radio operators. Our lead HAM radio operator monitors all emergency radio frequencies, so that we can close or redirect our route should that become necessary.

If you need any further information or have any questions, comments, or suggestions, please feel free to contact me.

Thank you for your continued support of the Greater New England Chapter MS Challenge Walk.

Best Regards,

Drew Davis
Director of Logistics
National Multiple Sclerosis Society
Greater New England Chapter
(P) 781-693-5158
Drew.davis@nmss.org

2015 MS Challenge Walk Day 1

Friday September 11, 2015

Mileage	Next Stop	Direction	Street / Route	Instructions	W or A	Police Detail Total	Detail Location	Town
0.00		L	Exit Village Green onto South Street	Continue on sidewalk on left	1W	3: 7am-11am	Village Green	Hyannis
0.07	1.95	X	Cross Ocean Street	Continue on sidewalk on left	1W			
0.41	1.61	L	Left onto Lewis Bay Road	Continue on sidewalk on left	A			
0.60	1.42	R	Right onto Main Street	Proceed to sidewalk on right	W			
0.81	1.21	X	Cross Bayview St. Enter Yarmouth	Continue on sidewalk on right	W	8am-12pm	Bayview st / East Main St	Yarmouth
0.96	1.06	Merge	Merge onto Rt 28	Continue on sidewalk on right	W		Wendward Way / Rt 28	
2.02	2.54	R	Enter Rest Stop 1	Bagels and Beyond			Baxter Ave / Rt 28	Yarmouth
2.31	2.25	X	Cross Lewis Road	Continue on sidewalk on right	W			
2.47	2.09	X	Cross Higgins Crowell Road		W		Berry Ave / Rt 28	
3.10	1.46	X	Cross South Sea Ave		W		South Sea Ave / Rt 28	
3.44	1.12	Cross	Parker River	Caution no sidewalk	W			
3.75	0.81	R	Right onto Seaview Ave	Proceed to shoulder on left	A		Seaview Ave / Rt 28	
4.50	0.06	XL	Cross and left onto South Shore Dr	Caution no sidewalk	W		Seaview Ave / South Shore Dr	
4.56	2.64	R	Enter Rest Stop 2	Seaview Beach				Yarmouth
4.57	2.63	XR	Exit right cross street	Proceed to shoulder on left	A			
5.77	1.43	XR	Cross street right onto River St	Proceed to shoulder on left	A			
6.27	0.93	XR	Cross street right onto Pleasant St	Proceed to shoulder on left	A			
7.17	0.03	L	Left onto Union Street	Sidewalk on left	A			
7.20	1.37	L	Enter Rest Stop 3	Cultural Center				S. Yarmouth
7.21	1.36	L	Exit rest stop left	Sidewalk on left	A			
7.23	1.34	XR	Cross street R onto Old Main St	Proceed to sidewalk on right	W			
7.31	1.26	R	Right onto Rt 28	Sidewalk on right	W			
7.40	1.17	Enter	Enter Dennis		W	6		
8.57	2.50	Enter	Enter Rest Stop 4	Parking lot Royal Palace		9:30am - 1:30pm	1 @ corner of Rt 28 / School St	W. Dennis
8.58	2.49	XR	Exit rest stop right	Cross street veer left				
8.60	2.47	VL	Veer L onto Old Main Street	Proceed to shoulder on left	A	9:30am - 1:30pm	1 @ corner of Rt 28 / Old Main St	
9.00	2.07	VR	Veer R onto Center Street	Proceed to shoulder on left	A	9:30am - 1:30pm	1 @ Old Main / Center St.	
9.43	1.64	X	Cross Rte 134	Police Detail	A	9:30am - 1:30pm	1 @ Center St. / Rt 134	
9.83	1.24	X	Upper Country Road	Police Detail	A	10am-2pm	1 @ Center St. / Upper County Rd	
11.00	0.07	L	Left onto Depot Road	Proceed to shoulder on left	A	10am-2pm	1 @ Center St / Depot St.	
11.07	3.23	XR	Enter Rest Stop 5	Depot St. Lunch Stop				Harwich
11.09	3.21	Enter	Enter CCRT	Enter Cape Cod Rail Trail	Trail			
11.65	2.65	X	Bells Neck Road	Access Road	Trail			
12.00	2.30	X	Great Western Road	Access Road	Trail	1	PD 10am-2pm	Harwich
12.40	1.90	X	Lothrup Road	Access Road	Trail			
12.93	1.37	Enter	Enter Rest Stop 6	Eldridge Oil Co (water stop only)	Trail			Harwich
13.01	1.29	Enter	Cape Cod Rail Trail Rotary		Trail			
13.03	1.27	R	Veer R onto CCRT to Dennis		Trail			
13.83	0.47	X	Queen Anne Road	Access Road	Trail	1	10am-2pm	

Ann Steidel

From: Ann Steidel
Sent: Tuesday, December 23, 2014 2:12 PM
To: 'Drew Davis'
Subject: RE: National MS Society 2015 Challenge Walk

Hi Drew,

You will need to obtain the signatures of the Police and Fire Departments before I can process. Please send me a fully executed sign off. Thanks –

Ann

*Ann Steidel
Administrative Secretary
Town of Harwich
Selectmen/Town Administrator's Office
732 Main St.
Harwich, MA 02645
508-430-7513 x2 ph.
508-432-5039 fax*

From: Drew Davis [mailto:Drew.Davis@nmss.org]
Sent: Tuesday, December 23, 2014 2:06 PM
To: Ann Steidel
Subject: National MS Society 2015 Challenge Walk

Hi Ann,

I may not have included an event notification sign off in my recent letter to the Town Administrator, in which case I've attached one now.

Thanks again, and Happy Holidays.

Best Regards,

Drew Davis
Director of Logistics
National Multiple Sclerosis Society
Greater New England Chapter
(o)781-693-5158
(f) 781-890-2089
Drew.davis@nmss.org

OFFICE OF THE TOWN ADMINISTRATOR

Christopher Clark, *Town Administrator*

Phone (508) 430-7513

Fax (508) 432-5039

732 MAIN STREET, HARWICH, MA



MEMO

To: Board of Selectmen

From: Christopher Clark
Town Administrator

Cc: Robert Cafarelli, Town Engineer
Barbara Anne Foley, Council on Aging Director

Re: FY 16 Goals and Objectives Number Eight Include Two Departments for Specific Review
Town Engineer/Survey and Council on Aging - Nurse and Chef Programs

Date: September 2, 2015

The Board of Selectmen and the Town Administrator have agreed upon certain goals and objectives for FY 16. Goal number seven under financial indicates that an evaluation of the budget to include two specific departments for review for cost effectiveness. Due to previous Board interest, I have selected the two departments for specific review at this point to be the Town Engineer which includes Survey and the Council on Aging, specifically the Nurse and Chef Programs. This report is in completion of one element of my goals and objectives.

I would like to comment specifically that I believe during my administration, that I look for ways to make government more efficient and streamlined and try to do such in a professional manner. I believe overall that our operation, and specifically the departments named above, operate in an efficient and effective manner of service delivery to the residents the Town of Harwich. In a small-town setting, with the advent of televised meetings, sometimes due diligence reviews take on a more significant role. In this case, I have met personally with the applicable Department Heads to review a professional process for how their operations work and as a result of the public nature of this review, letters of support and concern have been generated during the review of these departments. I believe that the review results show that these programs do operate cost effectively and provide important services to the community. I would ask that the Board of Selectmen review the materials presented, and if you concur, agree to sustain these operations at their current levels for presentation in the FY 17 budget. I will take each of these programs in detail below:

Town Engineer including survey: I was extremely surprised to find out that in 2010 a similar study of the Town Engineering Department had been completed. The study in 2010 showed that the operation of the Town Engineering Department, while the position was vacant, was justified to refill and found to be cost effective to that end at an expense level of about \$195,000 including

30% for fringe benefits and realizing an estimated value of \$350,000. In my discussions with the Town Engineer regarding this project, I went over the previous report and asked him to provide an update of the numbers. The review shows at the conclusion of FY 15 a total Engineering budget, including 30% overhead cost, of \$214,225. A cost estimate if the services were to be done via an external engineer shows just over \$400,000. The report shows a savings of \$187,075. During my 25 year career I have seen extensively, and have come to believe, that internal engineering services provide a significant value to the communities beyond just straight cost savings. Having a Professional Engineer on staff allows for having a quality resource available to Administration in the determination of various issues that emerge from a professional whose loyalty is solely to the Town, as opposed to contracting for the service. I have operated in one community in which we had contract engineering services and found the process to be lacking in some of the above areas. Often Administration had to spend significant time orienting the outside firm to what the issues were at hand and what was desired work to be completed. The element also of Administration procuring services each time they were needed or having to work around schedules that had priorities with other clients. I do believe that the memo prepared by the Town Engineer lays out the value very well and will not repeat some of the items included in the report. I do wish to emphasize that when one looks over the varying projects that are requested of the department you can see the variety of skill sets needed to address specific elements. Our Engineer brings significant years of experience in municipal government to be able to cover the various components of what emerge during the course of the year in this municipality.

Council on Aging - Nurse and Chef Programs: Our Nursing Program is a one-person operation that just increased to full time in this fiscal year. I have in my time here recommended increased hours for this position. I have taken a similar approach to the above and met with the Department Head to request an analysis based upon figures for the current Nurse Program and if we were to attempt to replicate the program, what the costs would be. The analysis which is included shows the listing of the type of duties the Nurse performs including approximately 8 daily visits and 40 visits weekly that relate to skilled nursing which includes broad-spectrum assessment skills needed and other types of visits detailed in the attached. From a cost perspective the Nurse's hourly rate along with a 35% fringe calculation brings her rate to \$50.48 per hour. The current VNA contract that the Town has shown that for a skilled nursing home visit the total cost for the Town of Harwich at \$100.96 for two visits and a VNA contract for similar service at \$320. We have also detailed out other examples such as immunizations in which costs again are \$50.48 per hour where the VNA contract amount is \$85 per hour. One significant value that the Nurse brings to our operation is her ability to do some informal wellness clinics and wellness visits that are not even provided through a contract service. An example of this may be a friend letting the Nurse know of someone who is in potential crisis. The Nurse can then follow up with that person and do a determination and preventative care to potentially avoid a more costly ambulance service and/or hospital follow-up. The Nurse Program does offer a medical safety net for some of the Town's most at risk residents.

I do wish to point out that this review has been helpful to understand the current services we provide and we can potentially explore how we currently administer the VNA contract and may be able to include the Nurse's skills in an employee wellness program that could be used to decrease health insurance costs. Our Health Department has already been able to streamline the

existing VNA contract down from former \$16,000 a year expense to approximately \$5000 for this year. I've arranged for meetings with myself and the Health Director and the Council on Aging Director to explore pursuing these concepts.

The Chef program: Administration has provided to the Board under previous meetings, information regarding the Council on Aging catering services that we provide at the Community Center if persons renting rooms so desire. Or a person renting can bring in their own food. In this case, the Town has made the decision, that I believe rightfully so, to provide food service to people in need. This is a social service that has been provided to residents who through our senior bus services come to the Community Center to receive a meal. We have explored to see if outside vendors could provide a similar service and have included the information in the report. Our current operation cannot be duplicated by outside vendors. I do believe that as part of our overall Community Center operation that this is a component that adds significant value from a social services perspective.

By way of example, I was asked to speak at a Friday morning Men's Club during my initial employment with the Town. The first meeting that I went to, which is now over a year ago, had as a program an opportunity for men to gather and have breakfast along with the guest speaker. The program was fairly new at the time and I was asked to speak. The group had at that time approximately 3 tables with seven or eight persons at each table. The Chef created the breakfast for the group. I have recently gone back to see how the group is progressing (I will again be a guest speaker at September 11 meeting in which I will do an overview of the Town's Wastewater Plan). I was surprised to see that the group has grown to seven tables with seven or eight persons at each table. This is significant growth and testament to a well-run program primarily designed around Kevin Grunwald, our coordinating staff. But his program has been enhanced and grown by the concept of having breakfast provided. Just recently after one such session a gentleman approached me to say this program has been instrumental in giving him renewed invigoration for life that he felt was fading without it.

I believe that government is about providing services to our community. Where we can try to keep the services as cost effective as we can. Government however is not a business with profit centers. Government provide services that others either cannot or will not provide. This governmental service of the social safety net is key to providing residents with assurance that government cares for all of its residents.

TO: Christopher Clark
FR: Robert Cafarelli, Town Engineer 
RE: Engineering Department Justification
DA: August 12, 2015

Per your request, I have reviewed the value of an Engineering Department for the Town of Harwich.

This same review was performed in 2010 at the pending retirement of the last Town Engineer. Jim Merriam performed a fine review (attached) with the conclusion "In summary, the current model of funding the position of Town Engineer is in my opinion, the most prudent and cost effective way of receiving engineering services through a registered professional engineer, with independence and loyalty to the Town of Harwich." The cost analysis at that time showed a benefit to the Town of \$150,000 per year versus contracting out engineering/surveying services.

As is the case with the 2010 study, this study is for the Engineering Department including the Town Engineer and Town Surveyor. Some tasks are completed individually, but a great number of tasks are performed jointly. Before engineering design can be completed, there must be a site survey, and a base plan created. Requests from other Departments are sometimes engineering in nature, and other times surveying in nature. The combination of Civil Engineering with Surveying is a natural combination that pretty much covers the technical needs of Municipal Boards, Commissions, Departments and residents.

This review spans from July of 2014 to July of 2015, fiscal year 2015. This review concludes that the Town still benefits to the tune of approximately \$187,050 a year by having its own department versus contracting out engineering/surveying services. This is similar to the 2010 study, which should not be surprising as things haven't changed much.

There are benefits other than monetary for having a Town Engineering Department.

1. The short response time gained by having the Town's own department as opposed to hiring a private firm who have many different clients to satisfy.
2. Availability: Available to attend any meeting at any time, answer any questions posed by the administration, residents or others.
3. Revisions/responses to local, County and state agencies are expedited, making projects go through design and permitting more smoothly and efficiently.
4. The relationship the Town Department has with local, county and state agencies is beneficial. Many times these agencies tend to respond to a Town Department more favorably than to a "hired gun" consulting firm.

5. The Town Department is held directly responsible to the Voters of the Town at Town Meeting, whereas a private firm can just move on.

Paul and I get along very well with all Town Departments, Boards and Commissions, and many have expressed to us that the vacuum created by the elimination of the Engineering Department would be a hard void to fill.

Engineering Substantiation
July 2014 to July 2015

Typical rate for a registered professional engineering consultant with my experience is \$200per hour. The current Town Engineer is a Registered Professional Engineer with a Master's Degree in Civil Engineering with 40 years experience. The Town Surveyor is a Professional Land Surveyor also with 40 years experience.

Betterments: Desimone betterment appeal. Work with Assessors to determine betterments for dredging, road improvements, etc. Research and recommend policy for betterments (Belmont Estates)

\$12,000

Shellfish lab –research plans, survey, develop alternative site plans for possible shellfish lab expansion.

\$6,000

Solar Bike Crossing Warning Beacons: Prepare plans and specifications, administer bid process, construction oversight.

\$12,000

Wychemere Bulkhead and pier replacement: Aided Harbormaster for grant approval. Procurement of engineer, preparation of bid package for pier replacement, inspect progress of construction and attend all progress meetings.

\$25,000

Allen Harbor improvements

Perform a full 'As Built' survey to obtain final grading and utilities location after the installation of the new bulkhead necessary before new designs.

Prepared plans and specifications for concrete restroom, and administered bid process. Designed new tight tank, applied to BOH, presented design at public hearing obtaining BOH approval. Designed drainage improvements and rock revetment.

\$60,000

Brooks Library improvements: Procurement of architectural services for streetscape improvements. Researched procurement options for carpet replacement. Bid out carpet installation. Resolved bid dispute with Attorney General

\$6,000

Traffic Safety Committee: Engineering review of issues before committee

\$6,000

Re-design brooks park tennis and pickle ball courts, prepare specs and bid out

\$7,000

Harbormaster:

Assist Harbormaster in determining property lines for placement of moorings, determine limits of areas under the Harbormaster's jurisdiction to allow him the control over the area (various areas)

\$3,000

Assisted Highway in development of Plans and specs for highway transfer station compactor and bid out project

\$4,000

Skinnequit Road: Administer and inspect private road improvement

\$6,000

Review settling of golf parking lot and recommend resolution

\$1,500

Saquatucket Harbor

Surveyed and prepared base plans for Saquatucket Harbor Improvements
Performed perc test and designed septic system plan for proposed café

\$12,000

Prepared and submitted MET grant proposal for Muddy Creek project.

\$1500

Survey and prepare site plans for Middle School proposals

\$6,000

Assisted Golf Department in License agreements for putting greens and driving range

\$1,000

Completed NPDES PII MS4 General Permit Annual Report and submitted to DEP and EPA. Ongoing determination of compliance with requirements.

\$10,000

Muddy Creek:

Assist with various survey aspects (i.e. transfer elevations, send out legal notices for surveys to be done and determine property line information)

Review and process Bills

Attend all Team meetings and respond to generated tasks

Prepare monthly status report and Grant Reimbursement Request to State

Contracted with Louis Berger Group to study flood mitigation measures at 29 Sugar Hill drive

Surveyed affected areas to establish benchmarks

Developed Temporary Construction Easements for project, contacted affected property owners and obtained certified signature for all easements

Prepare Bid Package and bid project. Write and issue Addenda

Heavy involvement during actual construction this fall/winter as OPM (Owner Project Manager)	
Observation holes at proposed bridge revetment wall locations	\$60,000
Round About Design, Pleasant Bay Road and Route 39.	
Full survey of intersection (research, reconnaissance, topographic, detail, property line/street line interpretation.) Engineering design (drainage, layout, specifications)	\$40,000
Highway:	
Perform surveys to establish right of way boundaries for tree removal, drainage easements or guard rail installation (various locations)	\$6,500.00
Subdivision Review/Site Plan Review: (4 subdivisions, 11 special permits)	
\$3,000 per project	\$45,000
Subdivision inspection and reports:	
7 per project @ \$600 each (4 subdivisions)	\$16,800
Harwich Center Cemetery: Research, prepare survey plans, attend meetings, and stake out area for use by church	\$4,000
46.5	
Day to day additional engineering tasks:	
E-911 maintenance, building plan and permit review, compliance with Chapter 30B and 149, property line determination for all departments, etc,	\$50,000
Total:	\$401,300

Total Engineering Budget: \$164,778.56 plus 30% overhead = **\$214,225**

\$401,300 - \$214,225 = \$187,075 (savings to the town)

To: Board of Selectmen
From: James R. Merriam
Town Administrator

July 16, 2010

Re: Justification to refill Town Engineer position

Chairman LaMantia has requested that Town Administration review the current status of the vacancy in the position of Town Engineer with the retirement of Joe Borgesi and determine whether the duties can best be performed by an employee, or provided in some other format, including contractual service.

As you know, this review was performed in developing the FY 11 operating budget, given the generous notice Mr. Borgesi provided with his pending retirement. Mr. Borgesi successfully defended to me the value to the organization of retaining the position in its current employee form. He identified his current duties as a Professional Engineer as well as assisting in the Procurement process of preparing technical bid specifications, opening bids, recommending awards, and administering contracts, including processing of pay estimates after inspecting work performed.

In addition, I met with staff that provided me with the value of the Town Engineer for their functioning, especially in the permitting area of Buildings, Planning and Conservation with of zoning interpretation, evaluation unsafe structures, beach nourishment/ dredging permits, road betterments, septic design and compliance etc. The same compliments occurred in Highway where the Town Engineer provided assistance with designs, inspections, project estimates and contract administration. The beauty is that the Town Engineer has a very wide range of knowledge and tasks.

I have worked with a number of models in my career. I have had Town Engineers who have also served as DPW Directors, some who have been separate positions in which the Town Engineer reported to the DPW Director, and in communities where the Town Engineer services were performed as a contractual service.

I was pleased to discover that Harwich had invested in a funded position of Town Engineer. My first observation was that the Town Engineer had little interaction with Public Works. However, over time that relationship was solidly established.

In one community without a Town Engineer, work was assigned to an engineering firm, who charged either hourly or by project, with very expensive rates with overhead and profit included. This was the most expensive model, but its benefits included multi-disciplinary engineers to be assigned projects. However, because of its costs, not all engineering work was assigned and it exposed the municipality to liability when a PE stamp was not provided. In our current model, we obviously retain engineering firms for specific tasks, either large survey projects or traffic/ highway design engineering.

In summary, the current model of funding the position of Town Engineer is in my opinion, the most prudent as cost effective way of receiving engineering services through a registered professional engineer, with independence and loyalty to the Town of Harwich.

THIS SUBSTANTIATION WAS
PREPARED BY JOSEPH J. BORGESI, PE
IN 2010

Engineering Substantiation

The Town Engineers position was created in 1967 when the town's people recognized the need. It is a position that has been historically in the Town of Harwich Charter and now falls under the umbrella of department head.

The description and duties of the Town Engineer have already been produced on paper and have been given to both the Town Administrator and Assistant Town Administrator. The following are estimated costs for consulting engineering services obtained from a Senior Associate of Woodard and Curran Consulting Engineers:

Fuel storage tank removal (10,000 gallons underground) and replacement with an above ground tank. Design plans and specs, bidding, permitting and engineering services during construction

\$20,000.00

Golf course septic system design. Design plans and specs, bidding, permitting and engineering services during construction

\$25,000.00

EPA/DEP Phase II Storm Water Permitting/ yearly reports

\$10,000.00

Saquatucket Drainage. Design plans and specs, bidding, permitting and engineering services during construction

\$20,000.00

Earle Road Beach Expansion and Permitting. Design plans and specs, bidding, permitting and engineering services during construction

\$20,000.00

Subdivision Review/ Site Plan Review (cost per project)

\$3,000.00

Subdivision Inspections and Reports (7 per project/cost per each)

\$600.00

The Engineering Department completes an average of 15 projects per year with an average engineering work value of \$20,000.00± in addition to all other tasks. The value associated with the day to day additional engineering tasks would be \$50,000.00 plus. (Additional engineering tasks in example would include E911 maintenance, large scale septic design review, building plan review, compliance with chapter 30B and 149 procurement etc.)

The engineering budget is \$150,000.00 plus 30% fringe benefit \$45,000.00 is \$195,000.00 or \$200,000.00±.

$$15 \times 20,000 = 300,000 + 50,000 = \$350,000.00$$



**TOWN OF HARWICH
BOARD OF ASSESSORS
732 MAIN STREET
HARWICH, MA 02645
TEL: (508) 430-7503 FAX: (508) 430-7086**

July 29, 2015

Honorable Board of Selectmen &
Christopher Clark, Town Administrator
732 Main St.
Harwich, MA 02645

RE: Elimination of Town Engineer and Town Land Surveyor

It has come to my attention that the Town is considering eliminating the above two positions. Both positions support the Assessing Department on a daily basis. These duties may not always be visible, so I will list some of them.

Assistance with maps and GIS;
Assignment of official 911 addresses/information;
Support Accella;
Tax title accounts;
Accuracy of new surveys that are recorded in order to assure proper owner and survey information;
Allen Harbor betterment and private road betterments by the Town Engineer;
Town Land Surveyor surveys town parcels including eminent domain takings; and
They assist with Cemetery land issues, etc.

The Town has many land issues! Our working relationship with both individuals is excellent. Our working relationship helps the citizens and taxpayers by preventing problems and clarifying issues.

Town employees have a greater responsibility to protect the Town's interest as opposed to contract services, in my opinion.

The Town has supported the Engineering Department since Marty Moran and Jim Moore were at the Brooks Academy building with the Town Nurse, my mother, Mary Scannell.

In my opinion the Town is well served by Bob Cafarelli, Town Engineer and Paul Sweetser, Town Land Surveyor. I hope you will find a way to continue supporting this Department.

Very truly yours,

David Scannell
Assessing Director

\\TOWNHALL3\Assessor\LETTERS & MEMOS>Selectmen-Engineering.doc

Town of Harwich
Harbormaster's Office
715 Main Street – PO Box 207
Harwich, MA 02646
Phone (508) 430-7532
Fax (508) 430-7535

Memo

To: Christopher Clark, Town Administrator
From: John C. Rendon, Harbormaster 
Date: August 6, 2015
Subject: Town Engineering Department

In the three years that I have been the Harbormaster for the Town of Harwich there is no department that I have relied upon more for technical support and advice than the Engineering Department. The following projects highlight the valued support received from the Town Engineer and Town Surveyor:

- Immediately upon taking over as Harbormaster in July 2102, the project to dredge approximately 38,000 cubic yard of material from Allen Harbor basin was schedule to start. However, there was a significant delay in the start of the project due to some miscalculations of total dredge volume by the contracted engineer. After several meetings and finger pointing among the involved parties, it was Bob Cafarelli who first identified in the plans that the footprint of the Allen Harbor Yacht Club had been inadvertently left out of the total dredge volume that all pay figures were based upon. Mr. Cafarelli assisted with the coordination of an independent engineering company to validate volumes based upon a pre-dredge and post-dredge survey, and worked with the Assessors office to adjust betterments based upon new volumes.
- In November 2013, Mr. Cafarelli prepared the Request for Bid package for Allen Harbor Bulkhead replacement project. When the construction bids came in way over the estimate cost provided by the contracted engineer, Mr. Cafarelli worked to reduce the scope of the project and prepared a re-bid that resulted in the award of the project. His regular oversight of the project was relied upon to ensure a quality product was received.
- With the recent completion of the \$1.4 million project to replace the Wychmere Town Fish Pier and adjacent bulkheads, Mr. Cafarelli attended all weekly progress meetings throughout the project and made regular site visits to check on progress and ensure work was being done in accordance with design specifications. I regularly relied upon his engineering expertise, particularly relating to some drainage and elevation issues that arose during the contract.
- I am responsible for reviewing all applications for water dependent structures, such as docks and floats, to ensure that the project complies with the Town's Wetlands Protection Regulations and does not pose a navigational problem. Often, in support of my review, I have relied upon the Town Surveyor to verify property lines. In addition, Paul Sweetser researched and validated the property lines of the Town's public land on the west end of Long Pond in support of the department's creation of a public mooring field.
- This coming fall, we will be replacing the Allen Harbor public restroom and re-grading the parking lot with a pervious pavement system. The Town Engineer, with the support of the Town Surveyor designed the plans and specification for the concrete restroom and prepared the

Town of Harwich
Harbormaster's Office
715 Main Street – PO Box 207
Harwich, MA 02646
Phone (508) 430-7532
Fax (508) 430-7535

Request for Proposal. Mr. Cafarelli designed the new tight tank system and new location, and presented it for approval by the Board of Health. Also, working in conjunction with the MA state public access official, Mr. Cafarelli designed the improved drainage system associated with the pervious pavement re-grade, and designed a rock revetment plan to stabilize the south end of the Allen Harbor parking lot.

- As we move forward with plans to replace the aging docks, piles and services of Saquatucket Municipal Marina, Mr. Cafarelli recently prepared the Request for Proposal for engineering services to design the multi-million dollar project. Project includes the addition of a handicap accessible ramp system that brings the marina in compliance with ADA. The plan is to have the engineering design completed by the end of FY2016, and construction of the new docks to start in FY2017.
- Another major project that is on the horizon is the upgrade and modernization of our shoreside facility at Saquatucket Harbor. With the recent purchase of the 2.2 acre Downey property that is adjacent to Saquatucket Harbor, the SAQ Development Committee has been working to define capabilities and potential uses of the property. Both Mr. Cafarelli and Mr. Sweetser have provided exceptional support to Committee in drafting site plan proposals that integrate the property Downey to expand and support harbor operations, protect conservation areas, and provide options for potential economic development.

In summary, in the short three years since being hired as the Harbormaster this department has had some major facility improvement projects, and there are more in the planning phase to come. While I feel confident in defining the scope of the projects, and managing the day to day performance of the various contracts, there are always technical engineering issues that arise that I am not qualified to address. Having a professional engineer on staff has been hugely beneficial to me as the Harbormaster, and I believe the Town of Harwich as a whole has also been well served. In my opinion, it would be a mistake to eliminate the Town Engineer and Town Surveyor positions.

Thank you for your consideration.

Copy: (1) Board of Selectmen
(2) Robert Cafarelli, Town Engineer
(3) Paul Sweetser, Town Surveyor

Harwich Recreation Department & Commission



August 7, 2015

Honorable Board of Selectmen &
Christopher Clark, Town Administrator
732 Main Street
Harwich, MA 02645

RE: Town Engineer and Town Surveyor positions

I have recently become aware that there has been consideration to eliminate the positions of Town Engineer and Town Surveyor in town. I feel that it is in the town's best interest to retain these positions in town. Both the Town Engineer and the Town Surveyor have been great aids to the Recreation Department and Commission in various ways. The following are just some of the projects that they have worked with us on.

- Veteran's Memorial Recreation Complex—creation of RFP, specs, engineering plans, bid process
- New Restroom Facilities at Long Pond, Pleasant Road Beach, Veterans Memorial Recreation Complex- creation of RFP, specs, engineering plans, land surveying etc.
- Brooks Park Expansion Phase 2 and 3 preparation- RFP, specs, surveying, engineering plans, bid process etc.
- Potter Field Fencing Project
- Whitehouse Field Infield Project
- Vendor Bids—assistance in creation of RFP's for beach concessions such as ice cream trucks, food vendors etc.

These are just a few examples of the myriad of work that the Engineer and Surveyor have aided us with. They were both very accessible and easy to work with on all projects. It has saved the Recreation Department a significant amount of money in not having to contract out for Engineering and Surveying services.

Part of our mission with the Recreation Department and Commission is maintaining and improving all of our Recreation jurisdiction properties and to make them the best they can be for the Town of Harwich citizens. This would not be possible without the availability of a Town Engineer and Town Surveyor.

In my opinion, the town is well served by having a Town Engineer and Town Surveyor, especially ones as professional and knowledgeable as Bob Cafarelli and Paul Sweetser.

Sincerely,

Eric Beebe

100 Oak Street
Recreation Director

Harwich, MA 02645

Fax 508-430-7579

Director:

Executive Assistant:

Recreation Program Specialist:

Eric J. Beebe 508-430-7552

Lee A. Ames 508-430-7553

Susan H. Fraser 508-430-7554

ebeebe@town.harwich.ma.us

leeames@town.harwich.ma.us

sfraser@town.harwich.ma.us

August 8, 2015

To: Christopher Clark
Town Administrator

From: Thomas Gagnon *TAG*

Re: Town Engineering Department

Chris,

As has been mentioned, a review will be undertaken to see if the town engineering department should become privatized. A similar study was completed several years ago, and I believe at that time the answer was clear that this type of change would be of no benefit to the Town of Harwich.

The engineering department has been a great help to the Harwich Police Department over the twenty nine years that I have been employed here. Virtually every major event that has occurred in our town has involved the use of the engineering department. They offer assistance with maps, planning routes, road layouts, etc.

When the Harwich Public Safety Building was constructed, the engineering department saved the Town of Harwich thousands of dollars with the site work they performed during the pre-construction phase. With land purchases, easements, municipal construction, etc. the engineering department's assistance is invaluable.

While the funds saved by the use of the engineering department is significant, one of the issues that is most important, is that the engineering department, and it's staff, is only a phone call away, both during normal business hours and off hours. On more than one occasion, while working on a project on the weekend or at night, I have simply called one of the engineering staff for assistance.

If the engineering department was privatized, we would clearly not receive the immediate, and personal service that we have become accustomed to. The idea of privatizing the engineering department would be a huge mistake and is simply not warranted.

Cc: Board of Selectmen
Robert Cafarelli, Town Engineer
Paul Sweetser, Town Surveyor

Town of

Anita N. Doucette, MMC/CMMC
Town Clerk



Harwich

732 Main Street
Harwich, Massachusetts 02645
Tel. 508-430-7516
Fax 508-430-7517

To: Chris Clark
Town Administrator

From: Anita N. Doucette *aad*
Town Clerk

Date: August 11, 2015

RE: Town Engineer/Town Land Surveyor

It has been mentioned of the possibility of privatizing this referenced department, and to my understanding a study had been done on this issue a few years ago which proved to be non-beneficial to the Town of Harwich.

The work that was put forward by the Engineering Department for the re-districting of precinct boundary lines by the sections of Town then by the roads, as well as creating new written descriptions for each precinct. This project was accomplished by attending many meetings as well numerous hours of conversations between the Town and the Secretary of State's Office to have these boundaries approved.

The State knows what is required under Massachusetts General Laws and this department knows the Town and what would work best for its citizens. This project of re-districting and the creations of new precinct boundary lines took over 2 years to complete. Personally I could not imagine the cost to the Town if this project had been privatized.

The Engineering Department provides information on names of the new roads, as well as any house numbering changes, this is used for the Voter Registration and the Census Information.

It is my personal opinion that this department is most valuable to the Town, the people who occupy these two positions are very qualified and provide a great service to the Town of Harwich.

pc: Board of Selectmen
Robert Cafarelli, Town Engineer
Paul Sweetser, Town Surveyor



HARWICH FIRE DEPARTMENT

Norman M. Clarke Jr., **Chief of Department**
Kent J. Farrenkopf., **Deputy Chief**

MEMORANDUM

August 12, 2015

To: Christopher Clark
From: Chief Norman M. Clarke Jr.
Re: Town Engineering and Surveying Department

Regarding the topic of the elimination of the Engineering and Surveying Department, I am opposed to this reorganization. The following are areas of importance to the Fire Department.

- Tracking and updating addresses for the Enhanced 911 phone system.
- Assist in updating business addresses and occupancy.
- Have been vital assets in major building projects in town including monitoring town projects.
- The hourly cost of "out sourcing" all of their duties will prove to cost more to the tax payer and reduce the efficiency of the service provided.
- Assist in preparing and producing bid documents.
- Assist and help managing the decision making process from a public safety point of view on proposed land usage, road layouts and proposed building projects.
- The availability to the general public for advice and direction on land and road issues on a daily basis.

The long standing practice of having a staff Engineer and Surveyor has served the town well. There very well may be areas that could be considered for out sourcing, Engineering and Surveying are not in that category. I consider Bob and Paul an important part of the municipal team that serves the citizens and visitors to Harwich every day.

CC: Board of Selectmen
Town Engineer
Town Surveyor

MEMORANDUM

To: Christopher Clark, Town Administrator

From: Sean Libby, Facilities Maintenance Manager *SL*

Re: Town Engineer and Surveyor

Date: 12 August 2015

The importance of having this department in the Town's professional skillset cannot be overstated. I have been associated with the Town and this department for less than two years. However, for over 30 years I worked side by side with engineers and fully understand the benefits of having this function remain in house. If utilized correctly and efficiently these trades should be supporting numerous departments.

The Division of Highways and Maintenance uses the Engineering Department almost daily with numerous functions such as:

- Assistance with developing plans and technical specifications
- Providing CAD drawings for buildings, roadways, utilities
- Redlining prints in CAD following any revisions
- Validating town property lines and easements
- Locating drainage easements
- Provides technical interpretation to vendor and outside engineer submittals

If this department were to be outsourced the effects would be substantial to the Town. We currently enjoy a quick response time as we work together as a team. This would not be the case if we were to fall into the existing priorities of an engineering firm.

In my opinion this department serves an important role in our service to the Town on a daily basis. The time and money required to complete routine tasks would be prohibitive.

CC: Board of Selectmen
Lincoln Hooper, DPW Director
Town Engineer
Town Surveyor



Town of Harwich

PLANNING DEPARTMENT

TO: Chris Clark, Town Administrator
FROM: David Spitz, Town Planner *DS*
RE: Engineering Department
DATE: August 12, 2015

The Engineering Department has provided continuing assistance to the Planning Department and other upstairs departments in the 6 years that I have worked in Harwich. The various forms of assistance include:

- Review of all Planning Board applications for issues relating to creation of new parcels, design of new roads, site drainage, and other regulatory matters.
- Knowledge of Massachusetts law and practice relating to deeds, forms of parcel ownership, status of ancient ways and suitable access for new parcels.
- Unmatched institutional history (Paul) of parcels, streets and subdivisions in Harwich.
- Guidance in all matters relating to procurement of contracts (Bob).
- Engineering and design assistance on new projects – Middle School, Saquatucket Harbor, etc.
- Primary responsibility for all inspections of subdivisions and site plans during construction and upon completion.
- Determination of remaining work and cost estimates for covenant releases.

Having Bob and Paul close at hand makes the execution of these tasks seamless. On a daily basis, Elaine and I are able to make a request to the Engineering Department for assistance; and, more often than not, we get an answer the same day. I cannot imagine having the same responsiveness by using outside consultants for these forms of assistance.

Please convey to the Board of Selectmen and any other interested parties the Planning Department's appreciation of an in-house Engineering Department and the specific contributions of Bob Cafarelli and Paul Sweetser.

Town RN \$37.39 per hour								
\$37.39 X 35%=\$13.09 Total=\$50.48								
incl. benefits, workers Comp, etc.								
				If Town RN visits were replicated		If Town RN visits were replicated		
Town RN daily visits approx	8	8 Daily Visits	\$403.84	8 Daily Visits	\$1,280.00	8 Daily Visits		\$720.00
Town RN weekly visits approx	40	40 Visits weekly	\$2,019.20	40 Visits weekly	\$6,400.00	40 Visits weekly		\$3,600.00
		Town of Harwich RN	Total	VNA Contract	Total	Bayada Nursing		Total
Home Visits								
Skilled Nursing		\$50.48 per visit-2 visits	\$100.96	\$160 per visit -2 Visits	\$320.00	\$90 per Visit-2 visits		\$180.00
Maternal/Child		\$50.48 per visit-2 visits	\$100.96	\$160 per visit -2 Visits	\$320.00	\$100 per visit-2 visits		\$200.00
Immunizations								
Child Immunization/		\$50.48 per hour 6 hours	\$302.88	\$85 per hr 6 hours	\$510.00	\$60 per hour 6 hours		\$360.00
Lead Screening								
Flu Clinics		\$50.48 per hour 16 hours	\$807.68	\$85 per hour 16 hours	\$1,360.00	\$60 per hour 16 hours		\$960.00
Communicable Disease		\$50.48 per hour 39 hours	\$1,968.72	\$85 per hour 39 hours	\$2,915.00	\$60 per hour 39 hours		\$2,340.00
Surveillance & Follow Up								
Miscellaneous								
Town RN skilled visit=								
Assessment of Mental Status,								
Vital Signs, Respiratory, Vascular,								
Gastro-Intestinal & Neurological								
Systems & Nutrition								
Flu Clinic-Town RN Managed the								
Special populations & Staff Clinic								
Home Flu Shots =								
Patients who are compromised								
requiring a Home Flu Shot								
Wednesday Wellness Clinic								
Individualized assessment of								
personal needs varying from a								
simple Blood Pressure Screening								
to social & emotional wellness								
Wellness Visits								
Follow through and re-assess								
care plan for current patients								

BENEFITS OF THE TOWN NURSE THAT ARE NOT MONETARY

- 1) The relationship the Town Nurse has developed with her Patients, the Residents of this town and her work with Professional Community Partners has made the difference for the Residents of Harwich who are well served by her skills and compassionate care.
- 2) The short response time and follow through gained by having the Town's own Nurse as opposed to having a contracted Nursing Agency.
- 3) The relationship the Town Nurse has with our Town Departments Police, Fire, Board of Health, Community Center, DPW, Water, etc. is crucial. They know they can count on her and they know when to call her and when to call rescue or others.
- 4) The relationship the Town Nurse has with the Barnstable County Public Health Nurse Deidre Arvidson, is hugely beneficial because she can help with any complex medical cases or public health matters that our Town Nurse encounters.
- 5) Availability- Town Nurse will prioritize an emergency need in her caseload including in her off time when needed when at all possible.

FROM THE TOWN NURSE - ADDITIONAL INFORMATION

The Wednesday Town Nurse Clinic draws a cross section of our community. Mostly independent active town residents are seen and she is also able to keep close tabs on those less independent that come in on the Cranberry Coach Van. Over the years you get to know the clients medical base line and abilities to manage their social, emotional, & physical challenges and facilitate healthy communication with their primary care doctors. The Cranberry Coach Van group that comes into lunch is a higher risk group as many of them live alone and this is their only complete meal for the day and connection to the outside world. The Town Nurse may receive a phone call from a family member or care giver to check on someone, or have it brought to her attention by the Cranberry Coach Van Drivers or the COA Chef who has gotten to know all the clients she feeds very well, that someone may need an assessment and report the reason for concern. Town Nurse Susan Jusell stated "It feels great to work as a Nurse to know the people in this Town really care and collaborate to take care of our ever growing senior population". This investment over time allows the Town Nurse to identify when someone needs more, even when the client themselves don't see it. Home visits are often needed to further assess what is going on and educate the person on what options they have to improve their quality of life. This often needs to resonate with them for a while and the Town Nurse will schedule a follow up visit to identify what direction to move in next. With just a little friendly encouragement, and **continuity of care**, our residents will often choose to go outside their comfort zone and accept some care often connected by elder services.

For example: A recent nutritional referral to a clinic client has changed his outlook on his future and he states that "he no longer feels hopeless and alone with his complex dietary needs". Another client just accepted care to clean up her home and accepted help with bathing and home maintenance: both **generated by a quick visit to our Wednesday Town Nurse Clinic.**

The Town Nurse will work with the client, their physician, and anyone else involved with them to identify the issues and work further to resolve and identified issue, only to find out that there are often several other needs of this client that are unmet. This takes multiple visits and phone calls to put a care plan in action for them. There is not usually a quick fix for many because getting older is not easy! Often we must **invest in a client** and get to know their needs and work to **earn their trust** before they will accept the ideas of change even when they AGREE it could help them. If we go in a home and start pointing out everything that is wrong and try to force change on them, you can be guaranteed that visit would be your first and last and you will lose your chance to help them. In general people do not like change and fear the loss of control and independence. When just the right balance of care and support are put in place we will see an increase of independence and they will report an overall feeling of increase self-worth and thus decrease in their risk of depression. In general everyone needs to improve their physical strength and stability. This is often a labor intensive process and requires multiple phone calls and visits for teaching and follow through. When pieces are put back in balance we can work on building a client up physically, therefore maintaining or growing their ability to be active while reducing their risk of fall episodes at the same time.

The Town Nurse is often the last link to keeping the seniors independent in their own homes and facilitating a better quality of life to those in need.

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The Town Nurse is often the last link to keeping the seniors independent in their own homes and facilitating a better quality of life to those in need.

September , 2015

Town Administrator
Christopher Clark
732 Main Street
Harwich MA 02645

Harwich Board of Selectmen
Peter Hughes, Chairman
732 Main Street
Harwich MA 02645

Gentlemen:

It is my understanding that the Town of Harwich is looking to outsourcing two positions within the Town of Harwich - the Town Nurse position and the Chef position. Where is this coming from? I'm not sure the reasoning behind this but I am sure it has to do with costs.

I am currently a volunteer with the Harwich Council on Aging, serving in various positions for quite a while. In these instances, I have come into contact with and worked with both of the persons holding the positions under consideration. I have the utmost respect for both individuals, not only because of their skills but, more importantly, the love and care they give to the citizens of Harwich to whom they come into contact with. It's not about the money! Money can buy anything but what they give and have given the Town is invaluable. Can outsourcing compare?

I'm sure you have taken advantage of Chef Linda's carefully planned and prepared meals for both senior dining and functions. If you haven't, then how can you possibly suggest outsourcing that which will affect many, many of our elderly Harwich residents. The variety she offers are always satisfying and more importantly, nutritious. She plans and prepares each with such care that it is impossible to be equaled. She delivers each and every time with a smile and laugh and comfort and a hug, if need be. She knows townspeople by name! She also adds so much to the camaraderie provided to our seniors. Can outsourcing do that? Is it worth the price?

Town Nurse Susan also has an unparalleled and unselfish attitude towards our elderly. She certainly goes above and beyond to make sure each and every resident with a medical need is attended to and much more. If you haven't availed yourself of her gifts, just ask anyone, go ahead, anyone who has reached out to her who has not been affected by her caring way. It doesn't stop there. She doesn't work "on the clock". Would outsourcing do that?

You are thinking that it is not the people but the positions that are being looked at. It's not the position that makes the person but the person who makes the position. Outsourcing would only create problems if and when the "individual outsourcer" is unable to provide. You know how frustrating it is when someone you know and count on can't keep an appointment; you have to deal with a substitute and have to explain your situation all over again. Think this is easy for a senior citizen? Outsourcing also creates an overhead and middleman which would add to the costs not currently in existence. Outsourcing does not know about those little things that can make a senior's day.

If you or someone in your family has had contact in one way or another with either one of these individuals, ask them how they would feel or be affected if either of these positions are outsourced. If you care about their needs, then care about the elderly residents whom you will be affecting if you decide to outsource.

I hope you will give this careful consideration and do what is best for the elderly of our great Town.

Respectfully,

Ruth S. Walicki
14 Harold Street, Harwich Port

Melanie Bach
Resident Services Coordinator
Pine Oaks Villages Phase 1, 2 &3
61 John Nelson Way and
300 Leighton's Lane
Harwich, Ma. 02645

August 20, 2015

Christopher Clark
732 Main St.
Harwich, Ma.

Dear Christopher Clark,

I am the Resident Services Coordinator for Pine Oaks Villages here in the town of Harwich. As such, I have frequently utilized the wonderful resources of our COA. I have repeatedly been impressed with the caring and commitment their staff consistently brings to their work and our community. I have found Barbara-Anne Foley and her staff, particularly Kevin Grunewald and Susan Jusell, to be invaluable resources to Harwich's elderly residents. They are willing to assist and refer when necessary. I have known them ALL to exhibit great patience and compassion. Please consider my opinion, as a fellow professional, and as a resident of this wonderful town. I implore you to speak with residents and professionals who deal with our COA. I believe you will find their reputations and work ethics are exceptional and an asset to our town and its residents. Thank you.

Sincerely,
Melanie Bach
Melanie Bach, RSC

Town RN Visits-Real Examples of 3 Cases	If another Agency replicated this case...
<p><u>Case #1</u> Town RN called by Rescue who had earlier in the day transported a Wife Caregiver of this male patient they were calling Town RN about. The weather conditions were 11 inches of snow were already on the ground and it was currently heavily snowing at the time of the call by Captain Donald Parker. They had called the Agency that was involved with the client and that Agency refused to come to the aid of their patient because of the weather. This gentleman patient had a diagnosis of Dementia and had recently lost a daughter caregiver so was truly being left home alone which this astute Captain saw his need for safety and management. There were no other contacts to call upon at this time. Town RN googled their daughter and called her place of employment out of State and she helped direct Town RN in her care for her Father that evening. The daughter and Town RN collaborated to have his needs met. Town RN went to his apartment made him something to eat, changed linens on bed, observed patient taking his medications from the proper day and time of his medication box, left him notes next to chair and bed and dialed on his phone the daughter's phone # so he could just re-dial and it would automatically contact the daughter. She marked the phone for directions too. An hour and a half later (after the 20 min call to his daughter) Town RN left patient and the very next morning she arrived with eggs for the patient for breakfast, invited him to attend the COA Luncheon that day via our transport on the Cranberry Coach Van so he wouldn't be driving. He enjoyed the lunch and came back each consecutive day until further care was put into place. That same week Town RN collaborated a care plan with the medical facility and several other local agencies involved on behalf of this patient and his wishes. He was kept safe and alive and was able to be reunited with his spouse per their wishes.</p>	<p><u>Case #1</u> The male patient would have either been left alone in an unsafe setting or been transported to Cape Cod Hospital for a costly ER Visit and would have been transported by taxi or ambulance home at his expense which would have increased his confusion, resulted in little or no sleep increasing his risk for a fall. Continuity of care may not have been provided and likely no one to have been present the next early morning to get him breakfast or to set up local services for him and oversee that he received meals and proper medication. The ultimate goal of the patient and family of reuniting the spouses may not have been met or if it was met, would certainly been much later due to both weather and patient's medical condition.</p>
<p><u>Case #2</u> Rescue Call to Town Nurse from Fire Dept. with a middle aged woman with a history of multiple falls who has an elderly mother caregiver and a child who is trying to work. The patient clearly needed a Hoyer lift and a wheelchair immediately for safety which the COA was able to quickly provide and thanks to the wonderful Harwich DPW (on their own time) who got both pieces of equipment physically moved into this house for us where the Town Nurse set them up and trained the family in how to use them! This client utilized the</p>	<p><u>Case #2</u> Would any other agency have taken this case at all and how timely would they have been able to respond much less get this equipment in the house so quickly? The family could not afford a wheelchair or a Hoyer lift and this client was not old enough for Medicare so it would not be covered 100% by insurance and she could not afford it out of pocket or a co- pay of 20% or more in the best of cases scenario. A Nursing Agency may have set up an assessment for this client however, as of Jan 1, 2014 the Centers for Medicare and Medicaid Services (CMS) made major cuts in the</p>

Town RN Visits

services through the Council on Aging and additionally attended the Senior Dining Luncheon with her family where her Mother was able to find camaraderie. Their transportation was provided by the Council on Aging Cranberry Coach utilizing the wheelchair lift. **This person is still in her own home where she is loved and safe.**
~~~~~

Case #3

Town Nurse was referred a disabled young adult female by her family to receive weekly injections not covered by insurance at home. Trips to the doctors were taxing and she was left exhausted by each trip. Over the past number of years, Town Nurse has worked with teaching the client on safety and self- management and educated family as well on her condition. She works in close communication with her doctors and set up services and put in place what this patient needed especially as she encouraged and helped her to an independent living situation. **This patient is now able to use an electric wheelchair to be able to get out of her home independently.**

If another Agency replicated this case...

Medicare Home Health care program for homebound and disabled adults resulting in patients losing the option of receiving skilled care at home and causing them to be admitted to high cost acute care And institutional settings which is the exact outcome this program was set up to avoid. If an agency were able to step in on this case, how quickly would they have been able to duplicate what the Town Nurse put into this case? And would it be more costly to the patient and family and how would the continuity of care have been if at all?  
~~~~~

Case #3

Would an agency have been there for sometimes daily or twice daily phone calls from patient and or her family in acute situations? Because of the continuity of care and relationship the Town Nurse has with this patient, family and physician, they were able to be directed promptly and appropriately and in some situations avoiding an Emergency Room visit.

September , 2015

Town Administrator
Christopher Clark
732 Main Street
Harwich MA 02645

Harwich Board of Selectmen
Peter Hughes, Chairman
732 Main Street
Harwich MA 02645

Gentlemen:

It is my understanding that the Town of Harwich is looking to potentially outsource two positions within the Council on Aging - the Town Nurse position and the Chef position. Where is this coming from? I'm not sure the reasoning behind this but I am sure it has to do with costs.

I am currently a volunteer with the Harwich Council on Aging, serving in various positions for quite a while. In these instances, I have come into contact with and worked with both of the persons holding the positions under consideration. I have the utmost respect for both individuals, not only because of their skills but, more importantly, the love and care they give to the citizens of Harwich to whom they come into contact with. It's not about the money! Money can buy anything but what they give and have given the Town is **invaluable**. Can outsourcing compare?

I'm sure you have taken advantage of Chef Linda's carefully planned and prepared meals for both senior dining and functions. If you haven't, then how can you possibly suggest outsourcing that which will affect many, many of our elderly Harwich residents? The variety she offers are always satisfying and more importantly, nutritious. She plans and prepares each with such care that it is impossible to be equaled. She delivers each and every time with a smile and laugh and comfort and a hug, if need be. She knows townspeople by name! She also adds so much to the camaraderie provided to our seniors. Can outsourcing do that? Is it worth the price?

Town Nurse Susan also has an unparalleled and unselfish attitude towards our elderly. She certainly goes above and beyond to make sure each and every resident with a medical need is attended to and much more. If you haven't availed yourself of her gifts, just ask anyone, go ahead, anyone who has reached out to her who has not been affected by her caring way. It doesn't stop there. She doesn't work "on the clock". Would outsourcing do that?

Perhaps you are thinking that it is not the people but the positions that are being looked at. It's not the position that makes the person but the person who makes the position. Outsourcing would only create problems if and when the "individual outsourcer" is unable to provide. You know how frustrating it is when someone you know and count on can't keep an appointment; you have to deal with a substitute and have to explain your situation all over again. Think this is easy for a senior citizen? Outsourcing also creates an overhead and middleman which would add to the costs not currently in existence. Outsourcing does not know about those little things that can make a senior's day.

If you or someone in your family has had contact in one way or another with either one of these individuals, ask them how they would feel or be affected if either of these positions are outsourced. If you care about their needs, then care about the elderly residents whom you will be affecting if you decide to outsource.

I hope you will give this careful consideration and do what is best for the elderly of our great Town.

Respectfully,

Ruth S. Walicki
14 Harold Street, Harwich Port

Christopher Clark
Town Administrator
732 Main Street
Harwich MA 02645

August 26, 2015

Dear Mr. Clark,

I am writing to you in regards to the positions of both the Town Nurse Susan Jusell, and the Council on Aging Chef Linda St. Pierre. I was told that these 2 positions were being looked at for possible "outsourcing" and I believe that would be a big mistake.

I live in Pine Oaks 3 and I have been a patient in the Town Nurse's care on 2 occasions. One was after a broken ankle I had happen when visiting family in North Carolina and upon my return home to Harwich I worked with Susan Jusell who came to see what I needed and helped me through this fracture-Susan arranged for me to receive a walker and a wheelchair from the COA too and my daughter picked it up. The second time I worked with the Town Nurse was when I had a bad fall and endured a huge hematoma on my head and had bruising all over my face. Susan educated me that the medication I was taking should be changed because it will increase the blood flow making the bruising even worse. I have also been witness to her wonderful care of others who live in Pine Oaks 3 where I am and they really need her and she takes care of them often for months offering them the care and comfort that they need.

I believe that if this position was done by a contracted service the residents of this town would not be well served because there would not be the continuity of special care that she offers.

As far as Linda the Chef is concerned, we never had better food attendance than now and I have been eating in the Senior Dining Program for 7 years! It is because of her cooking great nutritious food as well as taking into consideration the age of customers and what we like! I also attend the Monday evening Supper Club, and a lot of people attend because of the great food and fun entertainment. She is a very nice person also who very much cares about us diners-we are a family in this program and family sticks together!!

I believe that this position would never be able to be replaced by a contracted person as they wouldn't be able to provide such good food and camaraderie for such an affordable price for those of us on fixed incomes.

I hope you will read this and understand that this would be a very big mistake to "outsource" either one of these positions. Why would you try to fix something that isn't broken?

Thank you very much,
Sincerely,

Maria Jardim

August 24, 2015

Christopher Clark
Town Administrator
732 Main St.
Harwich Ma 02645

Dear Mr. Clark:

It is my understanding that the position of the Town nurse Sue Jusell is in jeopardy of being replaced with contract work with an agency . It is a pleasure to send a letter of support for the position of Town Nurse considering what Sue Jusell did for not only my mother and Father who were lifelong residents of Harwich, but also for my siblings and I who did not live in the town.

Although I understand the importance of the Agencies, who as the Primary caretaker for both of my parents at a time in their golden years were inflicted with Dementia.

I have hired three different Agencies as part time then eventually full time help. I have dealt with numerous caretakers in and out that some take their job serious and some are there to fill the hours.

In my parents case, with Paranoia as a part of the illness. I believe consistency, familiarity and trust with Susan played a significant important part with keeping my parents living at home as long as they could.

As the time went by and the illness worsened and my mother and Father had to be hospitalized at different times. Susan always told me to call her anytime if I needed anything. Numerous times at different hours of the night I would call her during emergency times for guidance and clarification of the doctors diagnosis. Even when I did not want to bother her she would always check in and let me know she was there if needed. Susan exemplifies dedication, compassion and reliability for not just the patients but also for the families involved.

I look back now that both of my parents have passed. My Family and I were truly blessed to have Susan in my parents and our lives to get us through a difficult time that many other families will have to do also.

In conclusion, I believe removing the position of the town nurse would be a disservice to the elderly of the town of Harwich that deserve a nurse that has a heart to serve them and the town.

I ask you to please add this letter to the Board of Selectmen's meeting of September 8th packet and consider this as a voice of many in the town that have been touched by Susan Jusell that may not know that the position may be changed.

Sincerely

X

Don Livramento Sr.

Sandy Robinson

From: Barbara-Anne Foley
Sent: Wednesday, September 02, 2015 8:15 AM
To: Christopher Clark
Cc: Sandy Robinson
Subject: FW: thank you!

Chris this was one answer you don't have it is from Eagle Pond Rehabilitation & Living Center in South Dennis that I told you I would ask.

Barbara-Anne

From: Shortall, Marlene [mailto:Marlene.Shortall@kindred.com]
Sent: Thursday, August 27, 2015 10:00 AM
To: Barbara-Anne Foley <bfoley@town.harwich.ma.us>
Subject: RE: thank you!

Barbara-Anne, the link wouldn't allow me to click and save so my answers to the questions are A, A, C. However, we would NOT be interested in doing this service for quality assurance of food, temps time and cost reasons. Thank you for asking.

Marlene

From: Barbara-Anne Foley [mailto:bfoley@town.harwich.ma.us]
Sent: Tuesday, August 25, 2015 3:29 PM
To: Shortall, Marlene
Subject: thank you!

- 1) What would your bottom line cost including all Service, Food and Administrative Costs for:
Chicken Marsala over Egg Noodles, Green Beans and Chocolate Chip homemade brownie for dessert be per person?
 - A) 0-\$4.50
 - B) \$4.51-\$7.00
 - C) \$7.01-\$9.50

- 2) What would your bottom line cost including all Service, Food and Administrative Costs for:
Homemade Clam Chowder with (Canned Clams, potatoes, onion, half and half and butter) and Tuna Salad Roll (using white tuna in water) and bag of Lays Potato Chips, and 2 Chocolate Chip Cookies for dessert. Per Person
 - A) 0-\$4.50
 - B) \$4.51-\$7.00
 - C) \$7.01-\$9.50

- 3) What would your bottom line cost including all Service, Food and Administrative Costs for:
A graduation party for 55 guests on a Saturday in June from 5pm-8pm .
Menu : Bruschetta, Antipasto Salad, Ziti plain, Spaghetti & Meatballs with Sauce, Chicken Alfredo, Chicken Marsala and Meat Lasagna, Garden Salad, garlic Bread, . 8 ounce Bottles of Water, Soda: Diet Pepsi, Pepsi, Root Beer, Gingerale, and Apple Juice and Cranberry Juice. Dessert: a full size homemade Chocolate 1 Layer Sheet Cake with Chocolate frosting with "Congratulations Graduate" written on it. Per Person.

- A) 0-\$7.50
- B) \$7.51-\$9.00
- C) \$9.01-\$11.00

Barbara-Anne Foley
Director
Harwich Council on Aging
100 Oak Street
Harwich, MA. 02645
508-430-7550



Harwich Board of Selectmen

Main Street. Harwich, MA 02645

I write this letter in support of the positions of Town Nurse and Town Chef. I have used both of these people during Declared Emergencies here in Town as well as non-declared emergencies.

The Town Chef prepares all meals for the Emergency Operations Center at the Public Safety Facility. During the Blizzard of 2015 the Town Chef stayed at the Community Center and prepared all meals for both Fire Stations as well as the Police Department and any Highway or water Department people who were hungry. If I did not have the Chef I would have had to pull a police officer or a firefighter off their assignment to cook food or make sandwiches. The Chef not only leaves our Public Safety personnel to do their proper job but we are able to feed our hard working personnel good meals under very stressful times.

The Town Chef also provides a great service to our senior population with our Senior Nutrition Program. Since the Town Chef has been cooking the meals more people are taking advantage of our program. The Town Chef also provides meals for the volunteers who work our elections and our flu clinics. The cost to provide these meals is substantially lower than any private business in Town.

To eliminate this position would be a great dis-service to the Taxpayers of the Town of Harwich.

The Town Nurse position if eliminated would cause more harm then I care to think about. The services the Nurse provides to our residence cannot be replaced by the VNA or any other contractual company out there. The Nurse knows her clients, has the time to spend with them, knows their history and ailments.

No contractual service will give the Town the hours paid and unpaid that our Town Nurse does today. It just will not happen. The seniors in this town depend on the Town Nurse and we are not too big of a town to continue providing them with this very important service.

To eliminate the Town Nurse Position would cause great harm to our citizens and we are in the business of providing services to our citizens.

Respectfully submitted;

Lee Culver

Emergency Management Director

Hon. Christopher Clark, Town Administrator

May , 2015

Members, Board of Selectmen

Members, Finance Committee

Re: Town Budget::Town Nurse

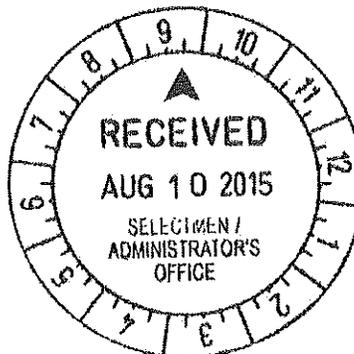
Gentlemen and Ladies:

By my letter of January 15, 2015, I sought your approval of an increase of 10 hours in the budget for our Town Nurse. By this letter, I extend to you my thanks as well as those of the Council on Aging Director and the Council's Board of Directors as well as those of our Harwich senior citizens of limited means and medical needs for having supported that increase.

The personal attention afforded those needy and often frail and lonely seniors cannot be duplicated by otherwise reputable and skilled not-for-profit organizations such as VNA or Bayada. While these providers offer excellent care, they cannot duplicate the continuity of care that a single nurse who knows each patient well can give. Also, they are not equipped to handle such matters as locating an available air conditioner, helping to move a patient from their home to assisted living, arranging volunteer transportation to a last minute medical appointment, responding to a non-emergency immediate need which might otherwise require Fire and Rescue, etc. all of which our Town Nurse can and does perform. Now with full time status and competitive compensation, it is hoped and expected that our very caring incumbent RN, Susan Jussel, will remain in this position serving our ever-increasing senior Harwich population.

May none of you need her services but, if you do, you may be assured that you will receive the best.

Additional thanks are extended for your support of a valued member of the Council on Aging team, our chef, Linda St Pierre, whose culinary skills and dedication have been a wonderful addition to the very popular senior dining program which has contributed so much to the social and nutritional needs of our aging Harwich population.



Sincerely,

Ralph Smith

Ralph Smith

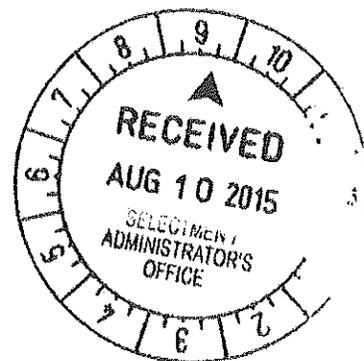
Hon. Christopher Clark, Town Administrator

15
January, 2015

Members, Board of Selectman

Members, Finance Committee

Re: Town Budget::Town Nurse



Gentlemen and Ladies:

I write as a volunteer with the Harwich Council on Aging (COA), as a member of its Board of Directors, as an attorney and as a permanent resident and taxpayer. This letter is unsolicited and done without the knowledge of any Board member or COA staff member and represents my opinion, an opinion however shared by all Board members and COA staff, as I know from prior discussions with all.

As a volunteer, I assist low-income seniors, most of whom live alone and without family support, with checkbook reconciliation, writing checks, sorting mail, insulation from and recovery from scammers, help with fuel assistance and food stamp issues, occasional medical rides, etc. In that capacity I work closely with Susan Jusell, our Town Nurse, who together with the COA Outreach Coordinator, alerts me to those of her patients whom she feels can use some help. I also have had occasions to meet with her and these patients outside of normal working hours.

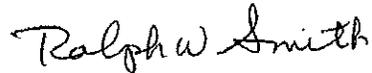
As a COA Board member, I am privy to her caseload of more than 100, her budgeted compensation for 30 hours per week, and her other duties at weekly and other COA sponsored clinics. That compensation is, frankly, grossly inadequate and should be increased immediately.

While having no idea of the duties of a Town Nurse when I retired here from upstate New York, through my association with the COA, I soon learned that, whatever duties may be included in her job description, Susan goes far beyond those strictly medical duties of medication management, pill box control, taking of vital signs, treatment of medical issues within her clear skill and competence, assistance with scheduling of, and transportation to, routine and urgent medical appointments, procurement of canes, walkers and other assistive devices. She counsels and, where appropriate, assists in finding appropriate living venues, be it assisted living, nursing home or other adequate and healthful options. Susan is a compassionate source of comfort and reassurance to her patients, many of whom are frail who, I can attest, greatly rely on her. Despite having an active and young family, she is available at all hours when needed. As an example, she and I cleared the apartment and moved a patient and his belongings from his apartment to a nursing home on several days including 2 Saturday mornings. On more than one occasion known to me, she arranged and prepared patients for transport to the Emergency Center, Fontaine or other urgent appointments during off hours, arranged installation of a window air conditioner during an otherwise day off, etc. I could cite other examples. In short, without complaint or second thought, she goes well beyond the normal hours and duties of her paid employment. Indeed, there is no way she can perform these medical and social worker-type duties in her allotted time.

Those of you and us who, through our own means and insurance, are capable of procuring treatment of our medical needs are unlikely to understand the needs of those without such means or insurance, needs filled largely by our dedicated Town Nurse. While Medicare covers most major needs, there are many lesser medical issues it does not address. Furthermore, increasing Town Nurse hours is unquestionably economically sound as her early attention definitely reduces calls to Town emergency personnel from the Fire and Police Departments.

I submit this letter, again without prompting by, or knowledge of, anyone connected with the COA, although I will submit a copy to the Director of the COA, to the Chairperson of the COA Board and to the Town Nurse after delivery to the addressees. It is intended to encourage, or more exactly, strongly urge the inclusion in the forthcoming town budget of an increase from 30 to 40 hours per week, with a minimal cost of less than \$21,000. This increase is justified by the growing senior population of our town, is essential, deserved and overdue. To deny it would be just plain wrong.

Sincerely,

A handwritten signature in cursive script that reads "Ralph W Smith".

Ralph W Smith

40 Wequasset Rd

Harwich Port MA 02646

August 24, 2015

Christopher Clark
Town Administrator
732 Main St.
Harwich Ma 02645



Dear Mr. Clark:

It is my understanding that the position of the Town nurse Sue Jusell is in jeopardy of being replaced with contract work with an agency . It is a pleasure to send a letter of support for the position of Town Nurse considering what Sue Jusell did for not only my mother and Father who were lifelong residents of Harwich, but also for my siblings and I who did not live in the town.

Although I understand the importance of the Agencies, who as the Primary caretaker for both of my parents at a time in their golden years were inflicted with Dementia.

I have hired three different Agencies as part time then eventually full time help. I have dealt with numerous caretakers in and out that some take their job serious and some are there to fill the hours.

In my parents case, with Paranoia as a part of the illness. I believe consistency, familiarity and trust with Susan played a significant important part with keeping my parents living at home as long as they could.

As the time went by and the illness worsened and my mother and Father had to be hospitalized at different times. Susan always told me to call her anytime if I needed anything. Numerous times at different hours of the night I would call her during emergency times for guidance and clarification of the doctor's diagnosis. Even when I did not want to bother her she would always check in and let me know she was there if needed. Susan exemplifies dedication, compassion and reliability for not just the patients but also for the families involved.

I look back now that both of my parents have passed. My Family and I were truly blessed to have Susan in my parents and our lives to get us through a difficult time that many other families will have to do also.

In conclusion, I believe removing the position of the town nurse would be a disservice to the elderly of the town of Harwich that deserve a nurse that has a heart to serve them and the town.

I ask you to please add this letter to the Board of Selectmen's meeting of September 8th packet and consider this as a voice of many in the town that have been touched by Susan Jusell that may not know that the position may be changed.

Sincerely

X Don Livramento SR

Don Livramento (781)630-1111
2 Sweeney Lane, Plymouth Ma. 02630

August 23, 2015

Dear Sirs,

It has recently come to my attention that the Town of Harwich's administration/staff has been charged with looking into four Town of Harwich positions to see if they are cost effective, or should be "outsourced". One of these four jobs is the Harwich Town Nurse, presently held by Susan Jusell.

I have had the privilege of working with Sue Jusell on many cases involving seniors in this town over the past few years. She epitomizes the ideal town nurse: compassionate, supportive, knowledgeable and effective in communicating with her clients and the myriad municipal agencies with which she must cooperate.

Sue is comfortable with residents of all ages, as she and her husband are raising a family of their own. She has also dealt in a personal way with the challenging aspects of aging in her own family. These experiences only serve to make her a more sensitive and relatable nurse.

I have been informed that given preliminary estimates', subcontracting out to an agency is not more cost effective. Sue has spent many years developing and cultivating relationships with Harwich families. The trust they place in her is not easily duplicated, and the consistency and continuity of her service cannot be replaced by a contracted agency, which will supply "hit and run" personnel, at best.

Sue, as the town nurse, has seamlessly worked many difficult cases involving our seniors, partnering with the Council on Aging, myself, and other police and fire personnel. We often attempt to assist those who are resistant to our offers of aid. They may be distrustful and noncompliant, refusing help. However, these challenging residents don't disappear. They remain with us, becoming more problematic and requiring the time, expense and involvement of more municipal agencies. They are often known to those in the field as "frequent fliers."

A local, involved town nurse who has spent years in the community fostering relationships with these needy people is often the key to a successful resolution to tough situations. I sincerely hope that those who make this decision carefully consider the loss of quality service to residents, especially our increasingly aged population, if this position were ever outsourced.

Donna Idman Tavano

Harwich Police Elder Affairs Liaison



Christopher Clark
Town Administrator
732 Main Street
Harwich MA 02645



August 26, 2015

Dear Mr. Clark,

I am writing to you in regards to the positions of both the Town Nurse Susan Jusell, and the Council on Aging Chef Linda St. Pierre. I was told that these 2 positions were being looked at for possible "outsourcing" and I believe that would be a big mistake.

I live in Pine Oaks 3 and I have been a patient in the Town Nurse's care on 2 occasions. One was after a broken ankle I had happen when visiting family in North Carolina and upon my return home to Harwich I worked with Susan Jusell who came to see what I needed and helped me through this fracture-Susan arranged for me to receive a walker and a wheelchair from the COA too and my daughter picked it up. The second time I worked with the Town Nurse was when I had a bad fall and endured a huge hematoma on my head and had bruising all over my face. Susan educated me that the medication I was taking should be changed because it will increase the blood flow making the bruising even worse. I have also been witness to her wonderful care of others who live in Pine Oaks 3 where I am and they really need her and she takes care of them often for months offering them the care and comfort that they need.

I believe that if this position was done by a contracted service the residents of this town would not be well served because there would not be the continuity of special care that she offers.

As far as Linda the Chef is concerned, we never had better food attendance than now and I have been eating in the Senior Dining Program for 7 years! It is because of her cooking great nutritious food as well as taking into consideration the age of customers and what we like! I also attend the Monday evening Supper Club, and a lot of people attend because of the great food and fun entertainment. She is a very nice person also who very much cares about us diners-we are a family in this program and family sticks together!!

I believe that this position would never be able to be replaced by a contracted person as they wouldn't be able to provide such good food and camaraderie for such an affordable price for those of us on fixed incomes.

I hope you will read this and understand that this would be a very big mistake to "outsource" either one of these positions. Why would you try to fix something that isn't broken?

Thank you very much,

Sincerely,


Maria Jardim

732 Main Street
Harwich, Mass. 02645

Mary Ann DeMello

P.O. Box 817

Dennisport, Mass. 02639

Dear Sirs:

I am writing on behalf of the town Nurse Susan Jusell and the town Chef Linda St. Pierre. Both ladies work at Harwich Community Center where I also work as a personal trainer and an aerobic instructor. I have been witness to both of their good works. Susan and I shared a client, Joan Greene who was also employed at the Town Hall many years ago. Susan visited Joan on a weekly basis to set up her pills and take her vital signs, but she did more than that! Susan is warm, gentle, conscientious and kind. She always had a smile and a warm hug for Joan! Joan always looked forward to her visits and was better off because of them. Susan also helped with one of my clients after he fell and gently convinced him to go to the hospital.

I have also watched Linda St. Pierre in action at the community center. I say in action because she is always on the go and she always seems to be there. When I arrive for my meeting at 6:45 A.M., Linda is already there! She makes nutritious meals for special breakfast meetings and also great lunches and dinners. Some of these Seniors are alone and do not get proper nutrition. Linda provides the personal touch of good food to help them through their day! Like Susan, Linda has a smile and a good word for all. Thank you for your time.

Sincerely,


Mary Ann DeMello

Ms Rema Butler
98 John Nelson Way
Harwick, Ma 02645
Aug 23, 2015



Christopher Clark
Town Administrator
732 Main St.
Harwick, Ma 02645

Dear Mr. Clark:

Some discussions around town has been heard by many of us about two of our wonderful employees. I need to write to let you know about some of the many helpful ways out town nurse Sue Juell and Kevin Shunwald from the COA have helped me.

Each in their own way has helped me with advice and health issues, medical rides and fuel assistance.

Anyone would be happy to be a part of Harwick Community if they were aware of the wonderful helpers of our town.

Most Sincerely
Rema Butler

September 27, 2015

Town Administrator
Christopher Clark
732 Main Street
Harwich MA 02645



Harwich Board of Selectmen
Peter Hughes, Chairman
732 Main Street
Harwich MA 02645

Gentlemen:

It is my understanding that the Town of Harwich is looking to potentially outsource two positions within the Town of Harwich - the Town Nurse position and the Chef position. Where is this coming from? I'm not sure the reasoning behind this but I am sure it has to do with costs.

I am currently a volunteer with the Harwich Council on Aging, serving in various positions for quite a while. In these instances, I have come into contact with and worked with both women holding the positions under consideration. I have the utmost respect for them, not only because of their skills but, more importantly, the love and care they give to the citizens of Harwich to whom they come into contact with. It's not about the money! Money can buy anything but what these women give and have given the Town is **invaluable**. Can outsourcing compare?

I'm sure you have taken advantage of Chef Linda's carefully planned and prepared meals for both senior dining and functions. If you haven't, then how can you possibly look into outsourcing that which will affect many, many of our elderly Harwich residents. The variety she offers are always satisfying and more importantly, nutritious. She plans and prepares each with such care that it is impossible to be equaled. She delivers each and every time with a smile and laugh and comfort and a hug, if need be. She knows townspeople by name! She also adds so much to the camaraderie provided to our seniors. Can outsourcing do that? Is it worth the price?

Town Nurse Susan also has an unparalleled and unselfish attitude towards our elderly. She certainly goes above and beyond to make sure each and every resident with a medical need is attended to and much more. If you haven't availed yourself of her gifts, just ask anyone, go ahead, anyone who has reached out to her who has not been affected by her caring way. It doesn't stop there. She doesn't work "on the clock". Would outsourcing do that?

You are thinking that it is not the people but the positions that are being looked at. It's not the position that makes the person but the person who makes the position. Outsourcing would only create problems if and when the "individual outsourcer" is unable to provide. You know how frustrating it is when someone you know

and count on can't keep an appointment; you have to deal with a substitute and have to explain your situation all over again. Think this is easy for a senior citizen? Outsourcing also creates an overhead and middleman which would add to the costs not currently in existence. Outsourcing does not know about those little things that can make a senior's day.

If you or someone in your family has had contact in one way or another with either one of these individuals, ask them how they would feel or be affected if either of these positions are outsourced. If you care about their needs, then care about the elderly residents whom you will be affecting if you decide to outsource.

I hope you will give this careful consideration and do what is best for the elderly of our great Town.

Respectfully,

A handwritten signature in cursive script that reads "Ruth S. Walicki".

Ruth S. Walicki

14 Harold Street, #1-C

Harwich Port MA 02646

cc: Mrs. Barbara-Ann Foley
Harwich Council on Aging

Mr. Hughes,

It has come to my attention that Kevin Arnold and Susan Jucell's positions are being challenged.

I want you to know, as one of the citizens of this community, challenging these two persons is one of the worst mistakes you could possibly make.

Kevin and Susan are the best assets you have in this community.

To try and take their hard earned work and time, would cause a terrible uprising in this community, they are very kind and understanding people you'll never find in this lifetime.

No two people are as dedicated and caring as Kevin and Susan.

They have put into too much time in this community for all of us to just sit back, and allow you and Mr. Clark, challenge their positions. Please reconsider. "Thank You" over

Town of Norwich's Board of Selectmen
9/22/15

Mr. & Mrs. Hughes;

As a resident of Pine Oak Village for
the past 15 years, it has come to my
attention,

that Kenen Brunwald and Susan Jusell's
positions are being challenged.

I have essential tremor of both hands,
so I have extreme difficulty placing
my medications in their proper cups.

For safety sake Susan Jusell has
safely been carrying out this procedure
and without her concern about me being
in need of anything, she goes above and
beyond the call of duty.

Her professional ab has kept many people
at home, and not in a nursing facility.

Sincerely

Rita A. Foley
with Mary
MORRIS

Barbara-Anne Foley

From: Barbara-Anne Foley
Sent: Wednesday, September 02, 2015 8:15 AM
To: Christopher Clark
Cc: (srobinson@town.harwich.ma.us)
Subject: FW: thank you!

Chris this was one answer you don't have it is from Eagle Pond Rehabilitation & Living Center in South Dennis that I told you I would ask.
Barbara-Anne

From: Shortall, Marlene [mailto:Marlene.Shortall@kindred.com]
Sent: Thursday, August 27, 2015 10:00 AM
To: Barbara-Anne Foley <bfoley@town.harwich.ma.us>
Subject: RE: thank you!

Barbara-Anne, the link wouldn't allow me to click and save so my answers to the questions are A, A, C. However, we would NOT be interested in doing this service for quality assurance of food, temps time and cost reasons. Thank you for asking.
Marlene

From: Barbara-Anne Foley [mailto:bfoley@town.harwich.ma.us]
Sent: Tuesday, August 25, 2015 3:29 PM
To: Shortall, Marlene
Subject: thank you!

- 1) What would your bottom line cost including all Service, Food and Administrative Costs for:
Chicken Marsala over Egg Noodles, Green Beans and Chocolate Chip homemade brownie for dessert be per person?

A) 0-\$4.50
B) \$4.51-\$7.00
C) \$7.01-\$9.50

- 2) What would your bottom line cost including all Service, Food and Administrative Costs for:
Homemade Clam Chowder with (Canned Clams, potatoes, onion, half and half and butter) and Tuna Salad Roll (using white tuna in water) and bag of Lays Potato Chips, and 2 Chocolate Chip Cookies for dessert. Per Person

A) 0-\$4.50
B) \$4.51-\$7.00
C) \$7.01-\$9.50

- 3) What would your bottom line cost including all Service, Food and Administrative Costs for:
A graduation party for 55 guests on a Saturday in June from 5pm-8pm .
Menu : Bruschetta, Antipasto Salad, Ziti plain, Spaghetti & Meatballs with Sauce, Chicken Alfredo, Chicken Marsala and Meat Lasagna, Garden Salad, garlic Bread, . 8 ounce Bottles of Water, Soda: Diet Pepsi, Pepsi, Root Beer, Gingerale, and Apple Juice and Cranberry Juice. Dessert: a full size homemade Chocolate 1 Layer Sheet Cake with Chocolate frosting with "Congratulations Graduate" written on it. Per Person.

- A) 0-\$7.50
- B) \$7.51-\$9.00
- C) \$9.01-\$11.00

Barbara-Anne Foley
Director
Harwich Council on Aging
100 Oak Street
Harwich, MA. 02645
508-430-7550



Barbara-Anne Foley

From: Jeremy Gingras <jeremy@harwichcc.com>
Sent: Tuesday, August 25, 2015 11:57 AM
To: Barbara-Anne Foley
Subject: Re:

Hi Barbara Anne,

I have had 22 businesses open the survey and here are the responses.

8 filled out the survey

5 answered they were interested in providing services to the Council on Aging.

After they answered yes they were interested, 4 did not go beyond the price questions #1

One answered under \$4.50 for the first meal and then stopped answering questions.

Nobody was interesting in completing the survey any further as there did not appear to be an interest from the members in providing these services at this pricing level.

Jeremy

Sincerely,

Jeremy A. Gingras

Jeremy A. Gingras

Executive Director, Harwich Chamber of Commerce



One Schoolhouse Road

Harwich Port, MA 02646

508.430.1165 office

508.932.9506 cell

www.harwichcc.com | www.harwichroadrace.com

indicate the Congressional District as the "Ninth District" rather than "Tenth District" and he moved to approve the ballot with that modification. Mr. McManus seconded the motion and the motion carried by a unanimous vote.

PUBLIC HEARINGS/PRESENTATIONS (*Not earlier than 7:00 P.M.*)

A. Presentation - Community Center catering services – *Julie Quintero-Schulz*

Ms. Quintero-Schulz presented a new program to offer parties and catering services for room rentals at the Community Center using the services of the existing Chef with revenue being turned back into the General Fund. She, Mr. Ryan and Ms. Carey took questions and comments from the Board. Mr. Ryan noted that everything would go through the General Fund with nothing through the Revolving Fund and the wage is not a loaded wage. Chairman Ballantine asked Ms. Quintero-Schulz to provide an update on the program in six months.

OLD BUSINESS

A. Request by Cumberland Farms to be heard by the Board of Selectmen as part of its administrative appeal to provide further information of its position – *discussion and possible vote*

Mr. LaMantia stated that he has read all the related documents and there doesn't seem to be a conflict of interest as far as he can determine. The Board discussed the legal opinion on the side by side configuration requirement. Mr. Veara reiterated the remarks he made at the last meeting. Ms. Cebula stated that in looking at some additional information that they didn't have two weeks ago, a lot of the sketches aren't to scale and it is under the Planning Board's purview to ask for that. Mr. McManus moved to deny the appeal of Cumberland Farms. Mr. LaMantia seconded the motion and the motion carried by a unanimous vote.

B. Wastewater Committee Charge – *discussion and possible vote*

Chairman Ballantine said he had incorporated the Board's comments into the charge. Mr. Hughes moved to adopt the Town of Harwich Wastewater Implementation Committee charge as presented. Ms. Cebula seconded the motion and the motion carried by a unanimous vote.

C. Memorandum of Agreement with Barnstable County for Regional Wide Area Network – *discussion and possible vote to authorize Town Administrator to sign*

Kristy Senatori, Deputy Director of the Cape Cod Commission, discussed the cost breakout and overall benefits of becoming part of this group, as well as the specifics and history of the Regional Wide Area Network. She stated that the goal is to provide savings to towns while increasing efficiencies through the use of technology, specifically to connect all 15 towns on one network. Ms. Senatori took questions and comments from the Board. Mr. LaMantia indicated that there is no data or study to support why they are doing this. Mr. Hughes said it would be appreciated if the experts came in with a presentation to help them understand their vision as they need to better understand how it's going to work for Harwich. Mr. Hughes said the document does not obligate the Town in money. Mr. Hughes asked if the Board would receive a presentation on how this would be used and Ms. Senatori said they would be happy to provide that to the Board. She also said she could provide



KOPELMAN AND PAIGE, P.C.

The Leader in Municipal Law

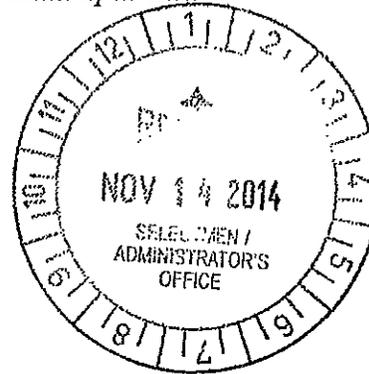
101 Arch Street
Boston, MA 02110
T: 617.556.0007
F: 617.654.1735
www.k-plaw.com

*Charter Change
Cons. Interpretations*

*Background
material*

November 12, 2014

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



John W. Giorgio
jgiorgio@k-plaw.com

Re: Charter Interpretation Issues

Dear Mr. Clark:

You have asked that I prepare a list of Charter interpretation issues that have been addressed by Town Counsel in recent years. I understand that this list will be reviewed by the Charter Review Committee and may lead to recommendations for Charter amendments.

1. Town Charter Appointment Authority

In September 2013, Town Counsel provided an extensive opinion letter regarding the division of authority under the Charter for the appointment of certain department heads and division directors as between the Board of Selectmen and Town Administrator. See Attachment 1. For example, the Police Chief and all police officers are appointed by the Board of Selectmen under Sections 3-6-1 and 5-4-1 of the Charter. The Fire Chief is also appointed by the Board of Selectmen but firefighters are appointed by the Town Administrator under Sections 3-6-1 and 4-4-2. The Charter Review Committee may wish to undertake a comprehensive review for all appointments of Town officials under the Charter to ensure consistency.

2. Planning Board Appointments

An issue arose in 2013 regarding an appointment that the Board of Selectmen made to the Planning Board. The appointment was for one year. Unfortunately, Section 7-5-1 of the Charter provides for appointments to the Planning Board for terms of three years. Therefore, there is no ability for the Board of Selectmen to appoint a member for a term of less than three years even if circumstances warrant. See Attachment 2. The Town may want to consider an amendment to this section of the Charter that would give the Board of Selectmen some flexibility in appointing members to the Planning Board or, for that matter, other multiple member boards for terms up to three years.

3. Eligibility of Finance Committee to Serve on Other Town Committees

Section 9-1-4 of the Charter provides that "No member of the Finance Committee shall hold any other elected or appointed office, except for membership in the Capital Outlay Committee." In an email opinion dated May 5, 2013 (Attachment 3), Town Counsel opined that

Mr. Christopher Clark
Town Administrator
November 12, 2014
Page 2

this provision of the Charter did not prohibit a member of the Finance Committee from serving on the Harwich Middle School Re-Use Committee because the Committee was not an "office" in that the Re-Use Committee was appointed as an advisory committee by the Board of Selectmen and was not created by statute, charter, or special act. Although this provision has been interpreted in the past as applying to any town committee, consideration may be given to amending the Charter to clarify this issue.

4. Appointment of Library Staff

Complete

Section 6-7-2 of the Charter states that the Library Trustees appoint all professional staff for the Library. This raised a Charter interpretation issue as to which positions within the library were "professional." Ultimately Town Counsel concluded that the Library Trustees' interpretation that the term "professional staff" included all non-custodial employees was reasonable. (See Attachment 4.) The Library has proposed a Charter amendment which Town Counsel is currently drafting that will remove the word "professional" from Section 6-7-2 of the Charter.

5. Contract and Bid Awarding Authority

The Town Charter (4-3-2(i)) provides that the Town Administrator is "responsible for the purchasing of supplies, materials, and equipment for all town divisions, departments, and offices, excepting those for the school department and the Brooks Free Library." In an opinion dated August 8, 2013 (Attachment 5), Town Counsel opined that the authority granted to the Town Administrator by necessary implication included the authority to execute contracts on behalf of the Town. The opinion also stated that as the chief policy making board of the Town, the Board of Selectmen could adopt a policy requiring the Town Administrator to obtain approval of the Board of Selectmen before executing certain classes of contracts. An amendment to the Charter which provides more specific requirements as to the authority of the Town Administrator to execute contracts and the role of the Board of Selectmen in approving such awards could be considered.

6. Appointment of Harbormaster

An issue arose in 2012 as to whether a member of the Waterways Committee was required to wait a year after resigning from the Committee in order to be eligible for appointment as Harbormaster. In an email opinion issued on May 29, 2012, Town Counsel reached the conclusion that the one year bar to appointments contained in Section 7-2-5 of the Charter applied to the Waterways Committee member who sought appointment as the Harbormaster. See Attachment 6. Because the provisions of 7-2-5 are more restrictive than the Conflict of Interest Law (G.L.c. 268A), the Committee may wish to review this provision.

Mr. Christopher Clark
Town Administrator
November 12, 2014
Page 3

7. Authority of the Golf Committee

In 2007, Town Counsel rendered an opinion (see Attachment 7) that the Town Administrator and not the Golf Committee had the authority to appoint the Director of Golf Operations under Section 4-4 and was also responsible for the day-to-day supervision of the director of golf operations. See email opinion attached hereto as Attachment 7.

8. Quantum of Vote for CPA Appropriations Outside of the Capital Outlay Plan

Under the Community Preservation Act, the appropriation of CPA Funds to acquire land in the absence of borrowing only requires a simple majority vote. In an email opinion dated June 2, 2009 and a follow-up email opinion dated June 2, 2009, Town Counsel opined that the appropriation of CPA funds for a capital outlay that is not shown on the Capital Outlay Plan adopted under Section 9-6-2 of the Town Charter requires a two-thirds vote of Town Meeting. See Attachment 8. In order to exempt CPA capital projects from the Capital Outlay Plan, a Charter amendment will be required.

9. Appointment of Committees

In April 2014, Town Counsel answered a series of questions regarding the applicability of the Open Meeting law to various Town Committees. See Attachment 9. The questions that were answered raised a number of interpretations of various provisions of the charter relating to the definition of "Town Agency" and "ad hoc committees." The Committee may want to revisit these provisions of the Charter to make sure that there are consistent references to committee functions throughout the Charter.

10. Creation of Water and Wastewater Commission

The Board of Selectmen voted on November 10, 2014, to refer to the Charter Review Committee a proposed Home Rule petition for a Special Act creating a Water and Wastewater Commission. The proposed Special Act includes a number of Charter changes which create the new Commission, abolish the existing Water Commission, and create a new Division of Water and Wastewater. See Attachment 10.

11. References to School Department in the Existing Charter

With the creation of the Monomoy Regional School Committee the local Harwich School Committee was abolished, and the Charter was amended accordingly. There are, however, a few references in the existing Charter to the "School Department" which should be removed.

KOPELMAN AND PAIGE, P.C.

Mr. Christopher Clark
Town Administrator
November 12, 2014
Page 4

Therefore, the Town may wish to consider amending the Charter to remove the reference to "School Department" in Sections 4-3-2(i) and 10-3-1(f), and to further delete the reference to School Property in Section 4-3-2(k).

I am also attaching a prior opinion that sets forth the various options available to change the Town Charter. See Attachment 11. This opinion may be of use to the Committee in their deliberations.

Please let me know if you have any further questions or need additional assistance.

Very truly yours,



John W. Giorgio

JWG/bp
Enc.
509921/harw/0001

ALSO

- Language to clarify "Strong Fire Chief"
-

Sample Only from 11/12/14 for discussion!

AN ACT AMENDING THE CHARTER OF THE TOWN OF HARWICH FOR THE PURPOSE OF ESTABLISHING A WATER AND WASTEWATER COMMISSION.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same as follows:

SECTION 1. There is hereby established in the town of Harwich a water and wastewater commission, which shall be an agency of the Town.

SECTION 2. The charter of the town of Harwich, established pursuant to chapter 18 of the Acts of 2006, is hereby amended by striking chapter 6, section 6, and replacing it with the following: -
6-6-1 There shall be a water and wastewater commission. The board of selectmen shall exercise the duties of the water and wastewater commission. 6-2-2 The water and wastewater commission shall possess and exercise all powers given to boards of water commissioners under section 69B of chapter 41 of the General Laws and boards of sewer commissioners under section 1 of chapter 83 of the General Laws, including stormwater management, and any special law pertaining to the operation of a water and wastewater commission in the town of Harwich.

SECTION 3. Said charter is hereby further amended by striking chapter 5, section 1-2 and replacing it with the following: -The divisions shall include: a division of finance, a division of highways and maintenance, a division of water and wastewater, and any other divisions established under clause 4-5-1.

SECTION 4. Said charter is further amended by adding a new section 7 to chapter 5, division of water and wastewater, to read as follows: - 5-7-1. A division of water and wastewater shall be established under the direction of an officer appointed by the town administrator to be known as

the director of water and wastewater. The division shall be responsible for the operation of all water and wastewater facilities within the town. The water and wastewater commission shall appoint a water and wastewater advisory committee consisting of five members to advise said commission on all policy matters relating to the operation of the division of water and wastewater.

SECTION 5. In addition to assuming the operation of the town's water system as provided for in the General Laws , the water and wastewater commission may lay out, plan, construct, maintain and operate a wastewater system or systems for a part or whole of the town's territory, as may be from time to time defined and established by adoption by town meeting of one or more by-laws as a designated wastewater service area under the jurisdiction and control of the water and wastewater commission, with such capacity limitations, connections, pumping stations, treatment plants and other works, as may be allocated in such by-law to such wastewater service area as required for a system or systems of wastewater treatment and disposal, and may construct such wastewater and related works in said wastewater service areas defined and established by by-law as may be necessary. No other wastewater system shall be constructed in any public roads or ways of the town which are not within the limits of such designated wastewater service areas and which are not under the control of the water and wastewater commission.

SECTION 6. Notwithstanding any provision of law to the contrary, owners of land not within the wastewater service areas defined and established pursuant to section 5 of this act shall not be permitted to connect to the town's wastewater system except as is set forth in this act. The territory covered by said wastewater service areas may be amended from time to time by the

water and wastewater commission, after a public hearing conducted to consider such amendment, upon approval of the department of environmental protection if otherwise required by law and upon enactment by town meeting of a by-law defining or establishing a new or expanded wastewater service area.

SECTION 7. The financial operation of the water system shall continue as an enterprise fund, and the wastewater system, including stormwater facilities and non-traditional methods of pollution mitigation, shall be operated as a separate enterprise fund pursuant to section 53F½ of chapter 44 of the General Laws, provided however that the town shall retain the flexibility under section 53F½ of chapter 44 of the General Laws to adjust the scope and purpose of any enterprise funds for water and wastewater services.

SECTION 8. The town shall, by vote at town meeting, determine whether it shall pay the whole or a portion of the cost of a wastewater system, which may include sewer and stormwater systems, and other facilities or undertakings deemed necessary by the water and wastewater commission to address non-traditional methods of pollution mitigation, and if a portion, what proportion. If the town votes to pay less than the whole cost, in providing for the payment of the remaining portion of the cost of said system or systems, the town, acting through the water and wastewater commission, may avail itself of any or all of the methods permitted by the General Laws; and the provisions of the General Laws relative to the assessment, apportionment, division, reassessment, abatement and collection of wastewater assessments or the additional methods set forth in section 9, and as to liens therefor and to interest thereon, shall apply to assessments made pursuant to this act by the water and wastewater commission, except that

interest shall be at the rate as may be established by the water and wastewater commission from time to time. At the same meeting at which town meeting determines that any portion of the cost is to be borne by the users of the wastewater system or systems, it may by vote determine by which of such methods as authorized under section 15 of chapter 83 of the General Laws the portion of said cost shall be provided for. The collector of taxes of said town shall certify the payment or payments of any such assessment or apportionments thereof to the water and wastewater commission.

SECTION 9. The water and wastewater commission may, in its discretion, prescribe for the users of said wastewater systems and disposal works such annual charges, connection fees, assessments, privilege fees, and the like, based on the benefits derived therefrom as such water and wastewater commission may deem proper, subject however, to such by-laws as may be adopted by vote of the town, or as may be provided for in the General Laws. Notwithstanding any law to the contrary, the water and wastewater commission is authorized to impose and collect such charges, fees, or assessments prior to connection or operation of such wastewater systems, and may enter into agreements for the payment thereof over such time as the water and wastewater commission shall determine. In fixing the charges to be imposed for said system, the water and wastewater commission is authorized to make use of any fee, charge, assessment or betterment provided for by the General Laws and further may take into consideration all costs for ongoing removal of infiltration and inflow of non-wastewater into the system as part of the normal operating costs of the system; may include, in setting privilege fees, capital costs and interest charges applicable thereto; may impose late fees for unpaid billings; may assess a capacity utilization fee to new estates and properties added to a wastewater service area authorized by this act from outside a designated needs area in addition to any privilege fee; may

charge betterments, special assessments, or any other charge to the estates and properties being served by collection system improvements and extensions to pay for all costs for sewer line extensions to serve new connections, both within the wastewater service areas authorized by the act and in any areas added to such wastewater service area; and may impose such charges on properties within a wastewater service area authorized by the act whether or not such estates and properties are then connected to the wastewater system.

The water and wastewater commission may make assessments on properties that are not connected to the wastewater system for which the Town has expended funds to address stormwater impacts and non-traditional methods of pollution mitigation.

SECTION 10. Notwithstanding anything to the contrary contained herein, the water and wastewater commission may at any time permit extensions, new connections or increases in flow to wastewater systems, subject to capacity, to serve municipal buildings or public restrooms or other public service uses as defined by the water and wastewater commission pursuant to duly adopted regulations. In addition, the water and wastewater commission may extend a wastewater system beyond the limits of any wastewater service area approved by town meeting (1) for the purpose of abating pollution in any “needs areas” as identified in a comprehensive wastewater management plan approved by the department of environmental protection, (2) to serve properties where the board of health has certified in writing that the on-site system is in failure, or (3) to serve properties in areas where due to emergency conditions such as sea level rise, on-site systems pose a threat of failure.

SECTION 11. The water and wastewater commission shall have all the powers of a board of health to order the connection of land to a wastewater system as set forth in section 3 of chapter 83.

SECTION 12. The water and wastewater commission may, consistent with section 10 of chapter 83, prescribe regulations to implement the purposes of this act, and is hereby authorized to delegate all or a portion of its statutory authority to any committee established by the board of selectmen or to the town administrator.

SECTION 13. No contracts or liabilities in force on the effective date of this act shall be affected by abolition of the elected offices as provided for herein, and the newly created appointed offices shall in all respects be the lawful successor of offices and departments so abolished.

SECTION 14. Any person holding an office or position in the administrative service of the town, or any person serving in the employment of the town shall retain such office or position and shall continue to perform his/her duties until provisions shall have been made in accordance with this act for the performance of the said duties by another person or agency; provided, however, that no person in the permanent full-time service or employment of the town, shall forfeit his/her pay grade or time in service. All such persons shall be retained in a capacity as similar to their former capacity as it is practical so to do.

SECTION 15. All leases, contracts, franchises, and obligations entered into by the town or for its benefit, prior to the effective date of this act shall continue in full force and effect.

SECTION 16. All records, property and equipment whatsoever of any office, department or agency or part thereof, the powers and duties of which are assigned in whole or in part to another office, department or agency, shall be transferred forthwith to the office, department or agency to which such powers and duties are assigned.

SECTION 17. Upon acceptance of section 39M of chapter 40 in the manner set forth therein, the town may appropriate from the Municipal Water Infrastructure Investment Fund for any purpose authorized by this act.

SECTION 18. Chapter 165 of the Acts of 1935 is hereby repealed. On the effective date of this Act, the board of water commissioners established pursuant to chapter 165 of the Acts of 1935, is hereby abolished, and the unexpired terms of said board members shall terminate.

SECTION 19. This act shall take effect upon passage.

SAMPLE

NON-BINDING ADVISORY BALLOT QUESTION REGARDING THE HARWICH MIDDLE SCHOOL

The Board of Selectmen is evaluating options for the re-use or sale of the Harwich Middle School Building, and is seeking voter input on three options, all of which will require a future action of town meeting. **Please vote for only one option:**

1. Do you favor retention of the Harwich Middle School Building and changing the use to a different municipal use such as a cultural center, which has a current estimated cost to the Town of \$ _____ for building modifications and for annual operating costs?
2. Do you favor demolition of the Harwich Middle School Building and retention of the land for a future municipal use which has a current estimated cost to the Town of \$ _____ for demolition and site restoration?
3. Do you favor the sale of the Harwich Middle School Building and the land for affordable housing purposes, which has a current estimated cost to the Town of \$ _____ for legal expenses and pre-sale expenses?



TOWN OF HARWICH

DEPARTMENT OF PUBLIC WORKS

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

Telephone (508) 430-7555

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MEMORANDUM

TO: Board of Selectmen Interview Committee

FROM: Lincoln S. Hooper, Director *LSH*

DATE: August 24, 2015

RE: Recommendation to Appoint Treasure Chest Committee

Pauline Ashton, Chairman of the Treasure Chest Committee for well over a decade, had to move out of town due to her husband's failing health. Pauline was awesome, like a grandmother to everyone and was very good at dispute resolution. After Pauline left, there was a vacuum in leadership at the Treasure Chest to say the least. In fact, for a month straight I had a constant stream of volunteers in my office complaining about each other. Essentially the Treasure Chest volunteers were imploding and I feared it could lead to the end of this organization if something wasn't done. This had happened once before in 2010 when Pauline attempted to step down. At that time former Selectman McManus assisted me in holding a meeting to let them all air their differences and restore some order to the volunteers.

Since I could not find a replacement for Pauline on my own (no one would step forward), I called Ed and asked for his assistance again. We called the meeting with the main purpose of allowing the warring factions to air their differences, find some common ground (they all care about the Treasure Chest), and hopefully find some people willing to take charge (please see attached meeting notes).

The Treasure Chest Committee itself is unique among committees in that they are governing 25 to 30 volunteers and dealing with the public constantly. I know holding the general meeting does not follow official procedures, but I saw no other avenue to restore some order to the group. I would like to recommend that you appoint the Treasure Chest Committee as voted by the volunteers at the July 24th meeting. Thank you for your consideration in this matter.

Attachments: Minutes from 7/24 & 8/7 Meetings
Treasure Chest Charge

Treasure Chest Committee Charge

The purpose of the Treasure Chest is to provide a place where useable items can be diverted from the waste stream and be made available to those in our community in need of such items. Items can be picked up by individuals in need for their use, charitable organizations for the use of their clients, and others for their use. It is not the intent of the operation of the Treasure Chest to provide a supply of items for resale for private business operations.

The Treasure Chest Committee shall be appointed by the Board of Selectmen to staggered three-year terms, which run from July 1 to June 30. The board will appoint seven members and at the first meeting held in July the Committee will elect a Chair, a Vice Chair and a Clerk.

The Purpose of the Treasure Chest Committee is to oversee the operation of the treasure chest and to make recommendations to facilitate the orderly drop off and pick up of reusable items in designated areas. The committee will adhere to the implementation of the rules adopted by the Board of Selectmen December 3, 2007 and instruction on operation as given by the Director of Highways & Maintenance.

Members of the committee shall recommend changes to the rules and instructions on operations as needs warrant. The committee shall make their recommendations to the Board and the Director. The Board will take action after receiving reports both from the committee and the Director.

Volunteers who participate at the Treasure Chest will sign up with the Director of Highways and Maintenance office. The Director will appoint, in consultation with the Treasure Chest Committee, volunteers who will operate the Treasure Chest. The Director also will appoint the individuals who will be designated Volunteer in Charge of the different days the Treasure Chest is in operation.

The Director of Highways and Maintenance, on his own or at the request of the Treasure Chest Committee, after meeting with affected parties, can determine that an individual not be allowed to volunteer at the Treasure Chest. The individual may request a hearing with the Board of Selectmen after such designation.

Adopted by the Board of Selectmen
June 7, 2010

Treasure Chest general meeting

Friday, 7/24/2015 at 5:30 pm in Room 6 at the Community Center

Present at meeting:

Link Hooper (Harwich Highway Department), Ed McManus (former Selectman), Joni Seely (Clerk Harwich Highway Department)

Volunteers: Cindy Beaulieu, Keith Beaulieu, Karen Davidson, Deborah Devaney, Janet Evans, Eric Fahle, Randy Gonzales, Berry Jones, Mark Koopman, Mella Navickas, Rose Nunes, Lee Pires, Michael Pires, Norma Razinha, Nancy St. Germaine, Denice Soucy, Paul Thibeau, Rosemary Thibeau, Liz Watkins

Meeting began promptly at 5:30 by Link Hooper explaining that there was no specific agenda for this meeting. It was being called because, since Pauline Ashton retired, there has been unrest at the Treasure Chest and in order for the Treasure Chest to continue, grievances need to be aired, and organization needs to be re-established.

Link and Ed pointed out that the first order of business was to elect a new Chairman, Vice Chairman, a Committee of volunteers and a Clerk. It was reiterated that the volunteers working at the Treasure Chest need to remember they are serving the public. The procedure of how to deal with anyone who becomes belligerent is: call the Scalehouse first then the police if needed.

There was much discussion of the issues that have been developing between the volunteers and how to come to a resolution.

Ed McManus pointed out that the Treasure Chest was created in order to take trash out of the waste stream and there is to be no selling at the Treasure Chest whatsoever,

Key points came up:

- *The volunteers care deeply about the Treasure Chest.
- *Civility between everyone needs to be restored.
- *Traffic increases by 2 fold during the summer months and that can cause a lot of stress among the people going to the Treasure Chest and those that work there.
- *Clarification needs to be established of who can take what so that everyone is on the same page.
- *There can be no shouting, swearing, etc. from the volunteers or the public.
- *There can be no fighting.
- *The public needs to abide by the time limits posted.

Liz Pires then brought up the question of what the procedure is to remove a volunteer. Link explained that the volunteer in question would be brought to the committee who brings it to Link in order to hear both sides of the issue.

Rosemary Thibeau questioned if a volunteer can be let go during shift. It was explained that cannot happen. There needs to be a designated person for each day the Treasure Chest is open in order to have someone in charge to deal with any issues that arise.

Eric Fahle inquired about residency requirements for the Chairman and Vice Chairman and it was verified that you did not need to reside in the Town in order to be either on the committee or an officer.

Eric Fahle made a motion to nominate Mark Koopman as Chairman and Eric Fahle as Vice Chairman. The motion was seconded by Denice Soucy.

There was a motion for Mella Navickas to be Chairman which was seconded by Paul Thibeau. Mella had to withdraw as possible Chair because she is only available for a few months and the Treasure Chest is open year round.

Rosemary Thibeau nominated Paul Thibeau for Vice Chairman.

Eric Fahle and Paul Thibeau both went over a little of their background and qualifications.

Ed McManus then asked for a vote and it was unanimous for Mark Koopman to be Chairman and Eric Fahle for Vice Chairman.

The Committee was then formed and it was agreed to consist of:

Berry Jones (also will be clerk)

Cynthia Nunes

Paul Thibeau

Rosemary Thibeau

Liz Watkins

Alternate: Mella Navickas

It was further explained that the Clerk job was to take minutes and keep the volunteer roster up to date.

The committee will make recommendations to Link and have meetings throughout the year.

Randy Gonzalves brought up how rude some people get and the large amount of parking outside the gate on the road to the dump. It was reiterated that if people become rude the Scalehouse should be called (their number is on the wall). The Highway Department will try and coordinate with the police to conduct drive bys on the weekends to ensure that people are not parking illegally and to make their presence known.

It was agreed that the Highway Department will also make up some signage for the 30 minute parking limit to post clearly on the premises.

The meeting ended at 6:50 pm

DRAFT Minutes

Treasure Chest Committee

August 7, 2015, 5:30

Room 5, Community Center

Committee Members Present: Mark Koopman, Eric Fahle, Berry Jones, Rose Nunes, Paul Thibeau, Rosemary Thibeau, Liz Watkins

Selectmen Present: Linda Cebula

Other Volunteers Present: Deborah Devaney, Gretchen Widegren, Sheila Eldridge, Norma Razinha, Nancy DeDominicus, Beverly Gomes, Cindy & Keith Beauieu, Denice Soucy and Fran S.

1. **Quorum:**

A quorum of Treasure Chest Committee Members were present to start the meeting.

2. **Approve Meeting Minutes of July 25, 2015:**

The meeting minutes of July 25, 2015 were unanimously approved. It was noted that the minutes identified the meeting room as Room 6 of the Harwich Community Center when actually the meeting took place in Room 5.

3. **Old Business:**

- a. The Treasure Chest Committee and volunteers recognized Pauline Aston and others for their efforts in operating the Treasure Chest in years past.

4. **New Business:**

- a. **Formalize Roles:** Chairman Mark Koopman is on-site all hours open to public. He is in charge of facility operations as well as opening and closing. Mark has the final say in what is acceptable from donors, see that section below. In addition he takes of maintenance of everything, either by doing the work himself or contacting the appropriate people at the transfer station.

Vice Chairman Eric Fahle sets up meetings, sets the agenda and runs the meetings. Eric communicates and coordinates with Town officials as necessary.

Clerk Berry Jones takes the minutes and distributes them to appropriate people after committee approval.

- b. **Scheduling:** On Saturdays, volunteers fill 3 hour shifts. Norma and Beverly are in charge of operations inside. On Sundays, volunteers fill 3 hour shifts. Rose and Cindy are in charge of inside operations. Wednesday cleaning could use some more reliable workers. The many, helpful, unscheduled workers will check with Mark before contributing to the volunteers' efforts. The Committee is of the opinion that these unscheduled workers should fill out a Citizens Activity Record Form, which we will have on hand. A question for Link: Do these unscheduled workers need to fill out a Citizens Activity Record Form and be appointed as treasure Chest volunteers by the Selectmen or can they simply ask Mark or Eric if we are in need of their assistance when they have time to volunteer? Denice suggested a closing position.
- c. **Signage:** Link has volunteered to print new 30 minute shopping limit signs. After much discussion of what languages they should be in, Mark suggested English, as this is America. Probably can use 3-4, 30 minutes one time a day signs. One or two signs should also be printed and posted that list all the different types of furniture that the Treasure Chest will not accept such as: particleboard, broken furniture or furniture that is dirty or needs reupholstering , couches with hide-away-beds, heavy metal furniture, etc. This will assist the volunteers in evaluating furniture and help them to determine which furniture they should not accept. Volunteers can also point to the signs when folks are insistent that they should be able to drop off furniture that volunteers do not want to accept.
- d. **Items: *Items That Are or Are Not Acceptable:*** Nothing dirty, broken, moldy, and ripped. No pine furniture. No particleboard. No TV's, computer parts, AC units. No safety seats for babies. No cribs. Sometimes unacceptable are dropped off in places we cannot see or patrol after we have told the person dropping off that we would not accept their items. Several suggestions were made to install mirrors, cameras and signs. The only action we should take for now is taking license plate numbers and reporting to police.
- e. **Safety:** Volunteers must be ever vigilant about pedestrians vs. cars. A new line, separating drop-off from drive-thru, clearly marked would help dramatically. Volunteers need to sort through bags and boxes to check for broken items, sharp objects, glass especially glass that could harm shoppers.

5. **Set Date for Next Meeting:**

Meetings will be held quarterly. The next meeting will be on Friday October 30, 2015 at 5:30 at the Community Center, followed by a pot luck dinner. (**Note: The next meeting date has been rescheduled to October 23, 2015 at 5:30 in Room 5 of the Harwich Community Center.**)

6. **Adjournment:** Adjourned at 6:24 PM.

RULES FOR THE USE OF THE HARWICH TREASURE CHEST

I. Statement of Purpose

The purpose of the "Treasure Chest" located at the Harwich Transfer Station, is to divert additional refuse from the Transfer Station and Landfill and to provide a venue for transfer of re-usable items to interested residents, non-profit organizations and needy individuals and families.

II. Treasure Chest Operation

- A. The Treasure Chest will be open Friday through Monday, 9:00 AM to 3:00 PM from May to October, and Saturday and Sunday, 9:00 AM to 3:00 PM from November to April. Schedule is subject to change due to weather conditions and/or the availability of volunteers.
- B. Visitors to the Treasure Chest will be limited to one visit daily, for a maximum of 60 minutes. Loitering will not be allowed.
- C. Donated items will be received only in the designated sorting areas, as determined by the Treasure Chest Chairman or his/her designee. Items may be refused for acceptance if they are not in good condition or working order or if they are on the list of unacceptable items.
- D. Resale of items on Town property is prohibited.

Anyone who violates these rules may be asked to voluntarily leave the premises by the Treasure Chest Chairman or his/her designee. If the person refuses to leave, the Chairman or designee shall contact the Disposal Area supervisor, who will enforce the Disposal Area Regulations, as adopted by the Board of Selectmen on September 6, 2005.

Adopted Board of Selectmen: December 3, 2007



CAPE COD
COMMISSION

CAPE COD

Regional Wastewater Management Plan
**Technology Assessment –
Green Infrastructure & Alternative Approaches**

MARCH 2013



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Introduction

Green infrastructure, in the context of this plan, includes the use of natural systems, or strategically sited constructed systems, to help mitigate the impacts of human activities. Unlike a conventional gray infrastructure approach, which relies on piping networks and centralized treatment facilities, green infrastructure technologies mimic the processes of the natural environment by using vegetation and soil to minimize the impacts of land use on water quality. Essential elements of green infrastructure planning and implementation, including where gray and green infrastructure converge, occurs at both the regional and municipal levels. Siting requires careful site assessment and design at the neighborhood or parcel level.

Cape Cod Commission staff members have examined green infrastructure (GI) technologies as additional tools to restore water quality. These technologies can be used to remove nitrogen and other pollutants from stormwater, to remove nitrogen from wastewater, or to improve groundwater quality through increased nitrogen attenuation. Commission staff used several approaches in assessing opportunities for increasing nitrogen attenuation through natural systems or “green” technologies:

- Coastal Wetland Restoration Projects – Commission staff members examined the extensive, multi-agency effort over the last 10+ years to restore our coastal estuaries and wetland systems. These coastal restoration projects were not initiated with nitrogen removal in mind; however, improved tidal exchange within impacted embayments and the improved function of our coastal wetlands and ecosystems have contributed to the improved water quality and overall health of these systems.
- Potential Sites Analysis for Green Infrastructure Technologies – Commission staff examined opportunities for extending or expanding upon our green infrastructure network. To date, this effort has involved a GIS analysis of sites that could support a GI technology. The Commission was fortunate to receive a US EPA Green Infrastructure Program grant during the course of this planning effort, which supported the development of a site-screening tool and enabled the staff to focus on GI siting opportunities in two impacted watersheds and to identify and design pilot projects.



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- Survey of Green Infrastructure Technologies – Commission staff members are conducting an extensive literature review to understand the nature, opportunities, and limitations of green infrastructure technologies.

These approaches are discussed in more detail in this document.