

SELECTMEN’S MEETING AGENDA*

*Donn B. Griffin Room, Town Hall
732 Main Street, Harwich, MA
Regular Meeting 6:30 P.M.
Thursday, September 6, 2018*

**As required by Open Meeting Law, you are hereby informed that the Town will be video and audio taping as well as live broadcasting this public meeting. In addition, anyone in the audience who plans to video or audio tape this meeting must notify the Chairman prior to the start of the meeting.*

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. WEEKLY BRIEFING

IV. PUBLIC COMMENTS/ANNOUNCEMENTS

V. CONSENT AGENDA

A. Approve Minutes –

1. June 4, 2018 Executive Session
2. July 23, 2018 Regular Meeting
3. August 6, 2018 Regular Meeting

B. Approve and sign proclamation request from the Cape & Islands Suicide Prevention Coalition

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

A. Financial Transparency Presentation – Carol Coppola

VII. NEW BUSINESS

- A. Approve request for Two-Day Beer & Wine License by Harwich Cranberry Festival, Inc.
- B. Request for reduced rate for library use at Cultural Center
- C. Treasurer/Tax Collector position – recommendation for regrade

VIII. OLD BUSINESS

A. Fraud Assessment Policy – vote to approve

IX. CONTRACTS

- A. Fire Station 2 contract award update
- B. Signing of Police Department Taser lease contract

X. TOWN ADMINISTRATOR’S REPORT

- A. Capital budget request instructions
- B. 2018 Navigational Dredging Pilot Program grant award
- C. Recycling Dividends Program grant award
- D. Departmental Reports

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:

Ann Steidel, Admin. Secretary

Posted by: _____
Town Clerk

Date: _____
August 30, 2018

*approved at 8-20-18
Executive Session*

**MINUTES
EXECUTIVE SESSION
SELECTMEN'S MEETING
GRIFFIN ROOM, TOWN HALL
MONDAY, JUNE 4, 2018
5:30 P.M.**

**EXECUTIVE SESSION
MATERIAL**

SELECTMEN PRESENT: Ballantine, Howell, Kavanagh, McManus, MacAskill

OTHERS PRESENT: Town Administrator Christopher Clark

Mr. Ballantine moved to go into Executive Session pursuant to M.G.L. c. 30A, § 21(a)(2) to conduct strategy sessions in preparation for negotiations with non-union personnel or to conduct collective bargaining sessions or contract negotiations with non-union personnel — Fire Chief ; Pursuant to MGL c.30A, §21(3) to conduct strategy sessions with respect to collective bargaining if an open meeting may have a detrimental effect on the bargaining position of the public body and the Chair so declares – Fire Union Contract; Deputy Fire Chief re-classification; SEIU Manager's Union Contract and Compensation Survey; Pursuant to MGL c.30A, §21(3) to conduct strategy sessions with respect to collective bargaining if an open meeting may have a detrimental effect on the bargaining position of the public body and the Chair so declares – HEA Union Contract - approve Executive Session minutes of April 2 & 9, 2018. Mr. MacAskill seconded the motion and the motion carried unanimously on a roll call vote.

Fire Chief's Performance Evaluation

Mr. Clark reported that he has completed Chief Clarke's annual performance review and he has done an outstanding job. He noted that Chief Clarke received 87 points and 65 points is the threshold to receive the increase. The Board thanked Chief Clarke for a job well done. Mr. Ballantine moved to support the recommendation of the Town Administrator that gives him (Chief Clarke) higher than a satisfactory performance review. Mr. Howell seconded the motion and the motion carried unanimously on a roll call vote. Chief Clarke thanked the Board for their support.

Fire Union Contract

Mr. Clark noted that the groups fell behind when we had four years of 0% increases. He discussed the attached compensation survey with the Board and noted that staying in the middle is a fair approach. He suggested the following three year proposal for economic adjustment: 2% + additional holiday for 2019, 2% + \$1,350 for 2020, and 2.5% + \$1,350 in 2021. There was general discussion as to how this would affect the other unions and how to compensate them without setting a precedent. Mr. Clark stated that if we are just getting to midpoint and other agencies are going to 2.5-3% then we will continue to fall behind and it would be a hard case to argue with the arbitrator particularly as we are strong financially. Mr. MacAskill asked Mr. Clark to provide a timeline on negotiations and Mr. Howell asked for a trend line for the last 10-12 years. Mr. Clark discussed other items in the contract including taking out the Deputy Fire Chief and potential health care waiver. The Board agreed to bring this item back.

SEIU

Mr. Clark outlined the proposal of 2%, 2%, 2 ½%, the elimination of Steps 1 & 2, and the addition of Steps 11 & 12. He noted that the salary survey shows we generally pay people less coming in. He stated that HEA left it to SEIU to determine the schedule for hours of work and SEIU believes there is some concern for people that work and need to come to Town Hall. He said they have asked the Board to consider work hours from 8:00 to 6:00 on Monday and until 2:00 on Friday and he referred to the tally chart of Town Hall visits over a six week period (attached). Mr. McManus joined the meeting at this time. Mr. Clark said the union was amenable to everything else and the hours was the only question. Mr. MacAskill indicated that he wanted the hours to go back to the traditional 5 day, 7 hour work week, and Mr. Ballantine and Ms. Kavanagh agreed. It was agreed that more discussion was needed on the contract.

SEIU Phase 3 Compensation Survey

Mr. Clark outlined the recommendation (attached) with adjustments for the Building Commissioner and Community Center Director. He pointed out that not many towns have Community Centers and we compared ours with Chatham and Lexington. There was discussion about compensating the employee versus compensating the position. Chairman Kavanagh said it is a unique situation with the Cultural Center and we have to think about the whole picture. Mr. McManus said he would like to look at it in relation to other department heads. Mr. Clark pointed out that Chatham and Lexington only have one building. Mr. Ballantine said he wanted to compare the position to the private sector and he also wanted to compensate for her extra time. Mr. Clark cautioned that we can ask for private sector information but they are not obliged to give us the information. Mr. Howell said he would rather find a different way to compensate Ms. Carey. Mr. Clark suggested looking at a stipend. The Board agreed to bring this item back.

Minutes

Mr. MacAskill recommended approval of the Executive Session minutes of April 2 and April 9. Mr. Howell seconded the motion and the motion carried by a 4-0-1 vote with Mr. McManus abstaining from the vote.

Mr. MacAskill moved to adjourn at 6:30 p.m. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

Respectfully submitted,

Ann Steidel
Recording Secretary

Department	Fiscal Year	Avg Weekly Hours	Minimum Base Salary	Maximum Base Salary	Steps to Maximum Base	20-Yr Non-Base Compensation Max	Total Compensation	Health Insurance	2017 Call Volume	Total Floor Strength	Calls per Floor Strength
Hyannis	18	42	\$70,839.97	\$77,157.09	3	\$11,795.00	\$88,952.09	95/5	6628	48	138.08
COMM	18	42	\$68,140.80	\$79,432.08	4	\$8,450.74	\$87,882.82	90/10	4519	48	94.15
Eastham	18	42	\$50,110.92	\$66,287.87	7	\$16,451.19	\$82,739.06	65/35	1829	16	114.31
Dennis	18	42	\$55,612.52	\$66,790.22	4	\$12,062.18	\$78,852.40	60/40	4963	40	124.08
Sandwich	18	42	\$51,757.52	\$65,379.13	6	\$11,903.19	\$77,282.32	75/25	4245	44	96.48
Yarmouth	18	42	\$57,090.31	\$69,472.74	7	\$7,099.04	\$76,571.78	50/50	7211	56	128.77
Mashpee	18	42	\$51,841.96	\$67,591.41	8	\$8,948.93	\$76,540.34	75/25	3460	32	108.13
Orleans	18	42	\$49,565.00	\$68,271.00	8	\$8,023.80	\$76,294.80	75/25	2603	20	130.15
Chatham	18	42	\$54,783.88	\$69,585.82	9	\$6,135.72	\$75,721.54	65/35	2790	24	116.25
Cotuit	18	42	\$51,856.20	\$64,820.26	5	\$10,364.76	\$75,185.02	75/25	825	12	68.75
Barnstable	18	42	\$52,569.71	\$65,712.13	5	\$9,039.34	\$74,751.47	80/20	1190	16	74.38
Falmouth	18	42	\$53,573.52	\$67,485.60	6	\$6,373.40	\$73,859.00	75/25	7810	56	139.46
Harwich	18	42	\$48,711.61	\$60,327.19	4	\$12,239.46	\$72,566.65	75/25	4206	30	140.20
West Barnstable	18	42	\$47,935.29	\$58,851.93	5	\$11,446.23	\$70,298.16	80/20	628	5	125.60
Bourne	18	42	\$51,607.00	\$62,229.00	5	\$7,415.96	\$69,644.96	75/25	4510	44	102.50
Brewster	18	42	\$47,902.00	\$62,222.00	11	\$7,418.79	\$69,640.79	75/25	2923	14	208.79
Wellfleet	18	42	\$48,623.72	\$49,596.19	N/A	\$8,039.36	\$57,635.55	65/35	1164	8	145.50
	Average	42.00	\$53,677.76	\$65,953.63	6.06	\$9,600.42	\$75,554.04		3,617.88	30.18	120.92
	Harwich Difference to Average	0.00	-\$4,966.15	-\$5,626.44	-2.06	\$2,639.04	-\$2,987.39		588.12	-0.18	19.28
	Harwich Comparison to Average	0.00%	-9.25%	-8.53%	-34.02%	27.49%	-3.95%		16.26%	-0.58%	15.95%
	Median	42.00	\$51,841.96	\$66,287.87	5.50	\$8,948.93	\$75,721.54		3,460.00	30.00	124.08
	Harwich Difference to Median	0.00	-\$3,130.35	-\$5,960.68	-1.50	\$3,290.53	-\$3,154.89		746.00	0.00	16.13
	Harwich Comparison to Median	0.00%	-6.04%	-8.99%	-27.27%	36.77%	-4.17%		21.56%	0.00%	13.00%
	Harwich Rank	1.00	14.00	15.00	13.00	2.00	13.00		8.00	9.00	3.00
	Out of	17.00	17.00	17.00	17.00	17.00	17.00		17.00	17.00	17.00

Notes: Compensation comparison is for Firefighter/EMT

Departments are listed in the order of Total Compensation from Highest to Lowest

20-Yr Non-Base Compensation Max includes Holiday Pay, Max Educational Incentive, and Longevity after completion of 20th year.

Total Compensation includes Maximum Base Salary, Holiday Pay, Max Educational Incentive, and Longevity after completion of 20th year

6/4/18 Executive Session Minutes attachment

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513
Fax (508) 432-5039



Christopher Clark, Town Administrator
Robert C. Lawton Jr., Interim Assistant Town Administrator

732 MAIN STREET, HARWICH, MA 02645

To: John Rendon, President SEIU
From: Christopher Clark, Town Administrator
Re: FY18 SEIU Salary Compensation Study
Date: May 21, 2018

Following the completion of the FY18 SEIU Salary Compensation Study, Robert Lawton and I sat down with each of the employees in the study and a SEIU representative to review the initial findings. Based on those meetings and the request to look at additional information we now present our final analysis.

In all cases, Harwich provides a generous benefits plan, particularly with respect to percentage of health insurance paid by the town and the longevity benefit. That being said, there were four positions reviewed in this year to complete our process. Our Community Center Director was undercompensated, the Building Commissioner is proposed to be adjusted and the Conservation Administrator and Golf Director were within acceptable ranges. For each of the positions reviewed in the study we provide the following breakdown and methodology based on and using **FY18 information**:

1. Community Center Manager

This is a 35-hour per week position and is a Grade M-4.

The current employee is at Step 10.

At Step 10 with a 7% longevity, the total salary would be **\$91,238** or **\$50.13** per hour.

Based on the review of the other Communities used in this analysis, Chatham, and Lexington, (only two Towns were used given the uniqueness of the position) the current:

Maximum Median Hourly Rate, including Longevity	= \$50.80
Maximum Average Hourly Rate, including Longevity	= <u>\$52.03</u>
Average	= \$51.41

Proposal – We are below the minimum salary for the position by \$2.15 and \$1.90 per hour at the maximum by a significant amount. The proposal is to move the position to grade M-5 step 10, \$94,803 (\$52.09) from \$88,748 which is the current salary at M-4 step 10 with longevity.

2. Conservation Administrator

This is a 35-hour per week position and is a Grade M-4.

The current employee is at Step 7 with 0% longevity.

At Step 10 with a 7% longevity, the total salary would be **\$91,238** or **\$50.13** per hour.

Based on the review of the other Communities used in this analysis, Brewster, Mashpee, Orleans and Sandwich, the current:

Maximum Median Hourly Rate, including Longevity	= \$50.13
Maximum Average Hourly Rate, including Longevity	= <u>\$46.89</u>
Average	= \$48.51

Current position hourly rate at Max with Longevity is more at \$50.13 than the median or average hourly rate.

Proposal - No changes proposed for this position

3. Golf Director

This is a 40-hour per week position and is a Grade M-5.

The current employee at Step 3 (1400) and Step 4 (680 hours)

At Step 10 with a 7% longevity, the total salary would be **\$99,450** or **\$47.81** per hour.

Based on the review of other Communities used in this analysis, Barnstable, Dennis, Sandwich and Yarmouth, the current:

Maximum Median Hourly Rate, including Longevity	=\$49.36
Maximum Average Hourly Rate, including Longevity	=\$49.86

Proposal

The proposal at this time is to leave the incumbent in grade M-5 and consider granting a two-step increase at the time of the incumbents' evaluation.

4. Building Commissioner

This is a 35-hour per week position and is a Grade M-4.

The current employee is at Step 7 with 0% longevity.

At Step 10 with a 7% longevity, the total salary would be \$91,238 or \$50.13 per hour.

Based on the review of the other Communities used in this analysis, Brewster, Dennis, Mashpee, Sandwich, and Yarmouth, the current:

Maximum Median Hourly Rate, including Longevity	= \$48.27
Maximum Average Hourly Rate, including Longevity	= \$49.05
Average	= \$48.66

Harwich is low on the maximum rate by \$4.31.

Proposal

The proposal is to classify the position in the M-4A grade. (M-4A was created by the Board of Selectmen in December 2017) With the maximum for the position being low by \$4.31 we would place the position at step 5 \$81,526 (\$44.79) in FY19 which will start to close the gap with other communities. The M-4A top step in FY 19 would be \$93,460

Moving Forward

When we began this process we indicated to SEIU that we would need to make the increases over several years. As you know we put \$10,000 in the FY18 Administration budget to cover any increases for the current year. Based on the above review, we are somewhat short. The \$10,000 this year will be dispersed as follows as a Transition Amount for FY19:

Community Center Manager:	\$ 6,055.00
Conservation Administrator:	\$0.00
Golf Director:	\$0.00
Building Commissioner:	\$ 3,485.00

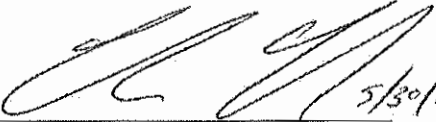
Longevity

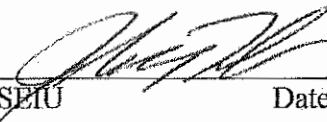
For FY18 longevity accrual would remain the same.

For FY19, in all regrade cases the longevity would go away, unless otherwise specified, until the maximum step, plus one (1) year is reached, at which time accrual would resume at the beginning of the longevity steps based on the contract (1%, 2%, etc.)

Subject to Board of Selectmen Approval

This proposal, if deemed to be ratified by SEIU, will be brought to the Board of Selectmen for ratification and approval at the next available meeting.


Town Administrator Date 5/30/18


SEIU Date 5/30/18

Board of Selectmen

Date _____

Town Hall - Monday Night In-Person Customer Visit Count (6 weeks)

<i>Date</i>	<i>Time</i>	<i>Assessors</i>	<i>Treasurer</i>	<i>Building</i>	<i>Conservation</i>	<i>Health</i>	<i>Planning</i>
4/9/2018	4p-8p	8	13	7	0	0	1
4/17/18 (Tuesday)	4p-8p	1	6	4	1	4	0
4/23/2018	4p-8p	3	24	6	3	0	1
4/30/2018	4p-8p	6	22	2	1	4	2
5/14/2018	4p-8p	2	3	5	0	1	2
5/21/2018	4p-8p	7	10	11	1	4	2
TOTAL		27	78	35	6	13	8

**MINUTES
SELECTMEN'S MEETING
GRIFFIN ROOM, TOWN HALL
MONDAY, JULY 23, 2018
6:30 P.M.**

SELECTMEN PRESENT: Ballantine, Howell, Kavanagh, MacAskill, McManus

OTHERS PRESENT: Town Administrator Christopher Clark, Assistant Town Administrator Evan Melillo, Chief Clarke, Ray Chesley, Lincoln Hooper, Carolyn Carey, Judi Wilson, Cyndi Williams, Richard Waystack, David Young, and others.

Chairman Kavanagh reported that the Board had just come out of Executive Session where they approved minutes and tabled an item related to the SEIU union.

WEEKLY BRIEFING

Chief Clarke reported that the Fire Station 2 project has begun. He further reported details of a serious car accident that involved a fire as well as a bicycle accident and thanked the Police and Highway Departments for providing aid and assistance. Chief Clarke also thanked everyone who attended the ceremony for Captain Clarke upon his retirement after 36 years of service.

Mr. Hooper stated that the Chair of the Treasure Chest Committee is reporting that the new restriction for the Treasure Chest, for Harwich Residents only, is working out very well and the residents are happy with the change. He noted that the waste stream from there has almost been cut in half. He further reported that the cell tower has finally been repaired. Mr. Hooper said he would like to clear out the scrub pines there and put down loam and seed and make a nice park that is inviting to people noting that DPW can do the work and the loam is left over from the High School project. Chief Clarke said this is a good time to do it in conjunction with the Fire Station 2 project and it will enhance the look of the whole corner. Mr. Ballantine asked for an estimate of the number of hours involved. Mr. Clark suggested that a plan be roughed out and brought back on August 6 but allow Mr. Hooper to do initial clearing and prepping. The Board was in agreement with Mr. Clark's suggestion.

Dr. Hatoum of 7 Old Post Road read the attached letter to the Board regarding use of a fire pit by his neighbors. Chief Clarke responded that fire pits are legal but can be a nuisance so if that is the issue, they will address it.

PUBLIC COMMENTS/ANNOUNCEMENTS

Mr. Idman of the Selectmen and Councilors' Association discussed details of the upcoming One Cape Summit.

CONSENT AGENDA

- A. Vote to accept gift of \$11,165 from the Ora Gaylord Arooth Trust
- B. Vote to accept gift of plantings at the Cultural Center from Wendy Christern
- C. Vote to approve application by Chamber of Commerce for fireworks on September 15, 2018
- D. Request by Building Director to waive permit fees for new Fire Station

Mr. McManus moved approval of the Consent Agenda. Mr. MacAskill seconded the motion. Mr. Howell questioned if the plants that are being gifted (Item B) have already been put in. Ms. Carey responded that they have and the donor indicated that she was unaware of the process. Ms. Carey expressed concern because we haven't really developed that area. Mr. Howell stressed the need to follow the proper procedure with regard to gifts to the Town. The motion carried by a unanimous vote.

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

A. Liz Argo - CVEC Round 1 Adder request

No one was present to discuss this item.

B. Carol Coppola - Sample Fraud Policy

Ms. Coppola outlined the sample Fraud Policy and took questions and comments from the Board regarding reporting to Town staff versus an outside person, tightening up on confidentiality, timeline for actions and accountability, and risk exposure when reducing down decision making process to one person. Mr. Clark said most cases do come to the Town Administrator and are in many cases farmed out to the police. He suggested that if there are concerns about reporting to the Town Administrator they can report to Town Counsel. Ms. Coppola agreed to make changes to the policy and the Board agreed to bring back on August 6 for a second reading.

COMMITTEE APPOINTMENTS

1. Community Preservation Committee
2. By-Law / Charter Review Committee
3. Planning Board
4. Council on Aging
5. Housing Committee

With regard to Council on Aging, Mr. Howell said they had a full slate of 9 at one point and then went to 7, and there was concern that there are 8 people on the committee. He said he would rather not act until we can guarantee we aren't appointing an overage. Mr. Waystack, COA Chair, asked to assign alternate members rather than taking people off the committee.

Mr. Howell moved to appoint Chris Rockett to the Community Preservation Committee as a Selectmen's appointee with a term to expire 2019, Tina Games to the By-Law and Charter Review Committee as a full member for a term to expire 2020, Craig Chadwick to the Planning Board for a full term to expire 2019, Justin White we're holding off on, that would be the person who might tip the balance on the COA, we're going to hold off on David Rogers, Joseph McParland Jr. for Housing Committee for a full term to expire 2021, and Kathy Green as the ex-officio member of the CPC from Open Space Committee with a term to expire June 30, 2019. Mr. Howell outlined the process for appointing ex-officio members. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

NEW BUSINESS

- A. Confirm Susanna Keith as Council on Aging Social Service Coordinator pursuant to offer letter

Mr. Clark and Ms. Wilson provided background on the candidate and recommended confirmation of her appointment. Mr. Howell noted that a vote of the Board is not required as this is an appointment of the Town Administrator. Mr. Clark asked for a vote to take away the two week waiting period. Mr. Ballantine moved to affirm the appointment recommended by the Town Administrator to hire Susanna Keith as the Social Services Coordinator for the Town of Harwich Council on Aging. Mr. McManus seconded the motion and the motion carried by a unanimous vote.

B. Waste Water-

1. Presentation by David Young - Dennis Harwich Yarmouth (DHY) process and schedule

Mr. Young of CDM Smith outlined his letter to the three towns dated June 25, 2018 regarding the process to create the DHY Clean Waters Community Partnership and took questions and comments from the Board which focused on ways to educate the public. Mr. Clark said house counsel is still in the process of reviewing this and said it makes sense to get it signed off by house counsel and then put on the Consent Agenda. Mr. Howell recommended that it not be put on the Consent Agenda. Mr. Ballantine moved that we support moving forward with the Special Legislation. Mr. Howell questioned when they would see the language they are supporting and Mr. Young responded after special counsel reviews it and the key issue is whether this legislation requires a roll call vote or not. Mr. Howell stressed that the public would like to see it. He said if it is just to generally support the move to the legislature then that's fine. Mr. McManus said the item on the agenda is an update and we haven't had a presentation of what's in the document. He said he would like to go through the document before he votes. Mr. Ballantine suggested placing it on a future agenda.

2. Overview of Land Use Controls

Mr. Young said the Town should have this in their October 15th packet to the DEP which is for our final application for the State Revolving Fund for our wastewater program to try to qualify for zero interest loans. He noted that this a first draft and has been reviewed by Town staff. He noted that the intent is to manage the wastewater flows in Town with those projected in the approved CWMP. He said this is being modeled after four other Towns that were approved by the State. Mr. Young said the Board would need to adopt this and send to DEP with the packet in October and he would be happy to come back before the Board to discuss prior to that and the Board agreed. Mr. Howell noted that the current text in the Charter calls for the Town Administrator to be responsible for procurement except for the Library and Water Department and we now have a Water/Wastewater Department and that has to be delineated and we have to have a discussion about who is going to have contract authority.

3. Test Boring Map and Locations

Mr. Young provided an overview of the program noting that the wastewater project is on schedule. He noted that DEP requires borings every so many feet and there are well over 200 borings that will be taken with the work starting on July 31. He noted that all of the locations are posted on the website.

4. Listing of potential vendors for sewer install

Mr. Clark noted that we have on the website and in the office a list of potential vendors for sewer install. Ms. Eldredge, Health Director, stated that we are a year or two away from licensing any utility installers. Mr. Ballantine stressed that people need to plan ahead and Chairman Kavanagh agreed and said we should speed up the process of getting the list out. Mr. Young took question from a Mr. Pastuszak of 21 Nor'east Dr. regarding sewer connection.

5. Discuss and vote on scope of the Public Relations Firm RFP- Larry Ballantine

Mr. Ballantine said he was disappointed as he left this broad thinking that when it came back we would have input from the public and Wastewater Support Committee. He said it's vitally important that we take the extra step to coordinate and that people understand where we are going and Mr. Howell agreed. Chairman Kavanagh said she would like to take it further and we should have an intermediary between CDM Smith and Mr. Pelletier that oversees the project and makes sure that all the pieces are coming together. She said she would like to see something comprehensive. Mr. McManus said she is talking about an Owner's Project Manager who oversees coordination. Mr. Ballantine said he stayed away from Project Manager due to cost and he was thinking of keeping it more focused. Mr. McManus said that person would have to be part of the contract review process. Mr. Howell said there is way too much involved in this to allocate to the Town Administrator and stressed that we need a point person. Mr. Ballantine moved that we ask the Town Administrator and staff to draft an RFP for a contract, Wastewater Communication Outreach Coordinator, consistent with the document that is in the packet. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

C. Discussion of the Real Estate and Open Space Committee's nomination to the CPC

This item was previously taken up under Committee Appointments.

D. Green Fleet – Fuel Efficient Vehicle Replacement Policy – *second reading*

Mr. Melillo provided an overview of the draft policy noting that this policy is one of the 5 criteria we need to complete in order to become a Green Community. Mr. McManus moved to approve the Town of Harwich Fuel Efficient Vehicle Policy second reading. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

E. Town Hall Vehicles- Review

Mr. Melillo provided the attached document and reviewed the information provided in the packet covering data on existing Town vehicles and recommendation for seven vehicles. Mr. Howell commented that we are asking for two more vehicles when the vehicles we have aren't moving. He said it would have been nice to see how much people are using their own vehicles over the Town vehicles and if they prefer to take their own vehicles. He commented that we can't mandate that people use Town cars. Mr. Chesley, Building Commissioner, said some people would rather use their own vehicles but most would rather use a Town car as a lot of the inspectors are driving trucks and the reimbursement rates are meant for cars. He said that would all be cured with a vehicle policy. He added that we have had trouble with the vehicles in the winter weather. Mr. MacAskill said he would like to see information on reimbursements, when they were made and to who, as well as an estimate on what the costs would be for the electrical service installation. He commented that we are sneaking in vehicles with found money and this should be done correctly with a plan at budget time. Mr. Clark responded that if the Board adopted the policy and we are setting a new trend it makes sense to try to implement that. Chairman Kavanagh said the Board had talked about becoming a Green Community and what that meant. Mr. McManus agreed noting that we indicated that we wanted to become a Green Community, we have adopted the policy, and although we didn't specifically allocate the money at Town Meeting it didn't stop us in similar situations. Mr. MacAskill said he has a problem with reducing the free cash number to do this and we aren't following the process. Mr. Clark said we would present this as part of the capital budget and make a decision whether we keep it at 5 or advocate for 7. He said he would like to go ahead with the lease of the one green vehicle as indicated under the Town Administrator's Report. Mr. Howell said he would like to get rid of two of the current vehicles if we lease a green vehicle as

there are costs for keeping the vehicles. Mr. Chesley said we do upwards of 4,000 inspections a year and some vehicles are being used. Mr. Clark asked if the Board was comfortable with him acquiring the one vehicle to get us started. Mr. McManus moved that he is comfortable that the Town Administrator go ahead with availing himself of a lease of one of these vehicles while taking one of the existing old police cruisers off of the fleet. The motion wasn't seconded. Mr. Clark said he was going to go ahead with the purchase. Mr. Howell noted that the Board has delegated contract authority to the Town Administrator.

OLD BUSINESS

A. Speed bump installation update Sea Breeze Ave

Mr. Clark noted that this was previously voted and the community is ordering the speed bumps and a traffic engineer from the County has indicated where they will be located. He added that once the speed bumps are in, the DPW will install them. Mr. Hooper said the Cape Cod Commission has rendered a site plan analysis and everything is in the works. Lynn Schweishaut thanked the Board and noted that they have recommendations and a plan.

B. Schoolhouse Road Parking Project

1. Defer the application and expansion of Schoolhouse Parking Lot

Mr. McManus moved to defer the application and expansion of the Schoolhouse Parking Lot. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

2. Establish charge for Harwich Port Parking Committee and Request for Committee volunteers

Bob Cohn of 29 Pleasant Street read the attached letter to the Board and discussed an informal parking analysis he conducted. Mr. Waystack recommended that the parking study that was created by the Planning Board be a starting point for the committee. The Board took comments from Cyndi Williams, Peter Hurst, Bob Cohn, Luther Bates, and Chief Clarke. Mr. Ballantine moved to establish a seven member ad hoc committee and ask Don Howell to be the Chair and come back with a charge. Mr. McManus offered to work with Mr. Howell. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

CONTRACTS

A. Extend the Drainage Contract for Robert B. Our for one additional year per the recommendation of the DPW Director

Mr. MacAskill moved to extend the Drainage Contract for Robert B. Our for one additional year per the recommendation of the DPW Director. Mr. Ballantine seconded the motion and the motion carried by a unanimous vote.

TOWN ADMINISTRATOR'S REPORT

A. Lease of a Green Vehicle for the Community Development Department

This item was taken up under New Business.

B. Market Rate Adjustment for Building Department inspections

Mr. Clark disclosed that the Building Commissioner had put this adjustment in the budget and no action is needed by the Board.

C. Deputy Fire Chief Vehicle

Mr. Clark reported that we purchased a vehicle for the Deputy Fire Chief for under \$50,000.

D. Piping Plover update

Mr. Clark reported that the birds have taken flight and the concrete in the parking lot has been moved.

E. Sign Visiting Nurse Association Contract

Mr. Clark reported that the VNA contract has been approved in the amount of \$5,000

F. Non-Resident Taxpayer's Meeting- August 6

Mr. Clark reported that the Non-Residents Taxpayer's Meeting is August 6 and he outlined the topics to be discussed.

G. Finance Director's FY19 Review

Mr. Clark reported that he completed the Finance Director's review in March and he will be completing the Police Chief's performance review and will be have it ready for Board's consideration on August 6.

H. Departmental Reports

There was no discussion or action on this item.

Mr. McManus recommended looking at fees prior to the new budget season.

SELECTMEN'S REPORT

A. Committee Vacancy Report for July 2018

There was no discussion or action on this item.

ADJOURNMENT

Mr. Ballantine moved to adjourn the meeting at 9:43 p.m. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

Respectfully submitted,

Ann Steidel
Recording Secretary

**MINUTES
SELECTMEN'S MEETING
GRIFFIN ROOM, TOWN HALL
MONDAY, AUGUST 6, 2018
6:30 P.M.**

SELECTMEN PRESENT: Ballantine, Howell, MacAskill, McManus

OTHERS PRESENT: Town Administrator Christopher Clark, Assistant Town Administrator Evan Melillo, Chief Guillemette, Ginny Hewitt, Ray Chesley, Barbara Burgo, and others.

Vice-Chairman Ballantine reported that the Board had just come out of Executive Session where they discussed an issue with the construction of the Fire Station which they are taking under advisement for future action and they also approved a contract with the SEIU managers' union.

WEEKLY BRIEFING

Chief Guillemette thanked the Harbormaster for his immediate response to a report of a stolen boat out of Allen Harbor. He reported that they were able to stop the boat and arrest four individuals.

Ms. Hewitt described the summer programs at the Brooks Free Library.

PUBLIC COMMENTS/ANNOUNCEMENTS

Barbara Burgo, curator of the Harwich Cape Verdean Museum, said she had a difficult time paying the rent at the Cultural Center for various reasons. She discussed potential donations and asked for more leeway to get the museum going. Vice-Chairman Ballantine said they would bring this back as an agenda item.

NON-RESIDENTS TAXPAYERS MEETING

The following topics were covered by the speakers as indicated reviewing the progress in the past year:

1. Fire Station 2 – Chief Norman Clarke
2. Report from the Harbormaster – John Rendon - Saquatucket Harbor Project
3. Report from the Recreation Director – Eric Beebe - Beaches
4. Report from the DPW Director – Lincoln Hooper – Beaches/Trash
5. Council on Aging – Judi Wilson – Programs
6. Channel 18 – Jamie Goodwin – You Tube Access
7. Wastewater Issues - Implementation of the CWMP Phase II/Pleasant Bay/East Harwich – Christopher Clark
8. Overall Financial Position of the Town – Carol Coppola
9. Cultural Districts – Cyndi Williams/Charleen Greenhalgh

The Board took questions from Mr. Jerry Moody regarding the budgeting process.

CONSENT AGENDA

- A. Approve Minutes:
1. June 25, 2018 Regular Session
 2. July 9, 2018 Regular Session

- B. Approve request by Democratic Town Committee to appoint Margaret Rose as Election Worker
- C. Sign Primary Election Warrant for September 4, 2018
- D. Approve request from Harbormaster to add one additional 40 foot Commercial Slip/Class A Permit

Mr. Howell asked to table the minutes of July 9, 2018 as he believed there was an error in one of the votes and he wanted to check into it. Vice-Chairman Ballantine pulled Item D from the Consent Agenda. Mr. McManus moved approval of the balance of the items. Mr. Howell seconded the motion and the motion carried by a unanimous vote. Mr. Howell asked that the Harbormaster explain Item D. Mr. Rendon said the intent was to try to increase by at least one commercial slip when we increased by eleven slips in the marina. He explained that there was one commercial slip that was vacated and the next person on the waitlist has a 24' width boat, the Midnight Hour, which cannot fit in the slip. He noted that this person has come up before and we haven't been able to accommodate him. He reported that they have tried putting him on the south side of the Wychmere Pier and they have monitored the clearances for other fishermen and it is working so his intent would be to make that a permanent slip for the Midnight Hour and the extra permit would go to the next person on the waitlist and that would be at Saquatucket Harbor. Mr. MacAskill moved to approve the request from the Harbormaster to add one additional 40 foot Commercial Slip/Class A Permit. Mr. McManus seconded the motion. Mr. Rendon said he has the authority to change the number of commercial slips in the Harbor Management Plan. Mr. Howell noted that it is still a change to the Plan and suggested there be a motion to reflect that. Mr. Rendon noted that he already went to the Waterways Committee and they supported the proposal to increase the commercial permits but said he had no issue with the Board voting it. Mr. MacAskill amended his motion to include "and amend the current Waterways Management Plan to reflect it." Mr. McManus agreed to the amendment and the motion carried by a unanimous vote.

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

A. Public Hearing – Building Department Fees

Mr. McManus read the hearing notice into record. Mr. Chesley, Building Commissioner, reviewed the proposed fees noting that they had compared our fees to other towns taking into account that each town calculates their fees differently so fees were applied to a standard model to get to a fair average. He noted that the Harwich fees are 57.2% lower than the average fees of the surrounding towns and he asked that the Board raise the fees accordingly. Mr. Chesley took questions from the Board regarding how this relates to expenses and the last time fees were increased which he noted was in 2012. He added that we do need a fee increase to cover our costs. Mr. Howell stressed that fees have to be based on the costs to the Town for providing the service to the applicant so they need information on fees relative to our costs. Mr. McManus said the total cost should be for operating the inspection services. Mr. Chesley said he would do work to that end and Mr. Clark said they will provide that information to the Board. The Board agreed to continue the hearing until August 20, 2018.

NEW BUSINESS

- A. Request by Perks to extend starting time on Weekday Entertainment License to 11:30 a.m. and on Sunday Entertainment License to 1:00 p.m.

Mr. Powell, owner of Perks, explained that this request is to be in line with the other business in the area who have extended their start times. He asked questions about the entertainment hours relative to the noise by-law which addressed by Chief Guillemette. Specifically, Mr. Powell pointed out that there is a gray area between midnight and 1:00 a.m. as the Board voted to end indoor entertainment at midnight but restaurants stay open until 1:00 a.m. and are not stopping their entertainment. Chief Guillemette indicated that as long as the noise isn't heard off the premises during that time they aren't in violation. Mr. MacAskill asked to put this issue on

an agenda. Mr. MacAskill moved to approve the request by Perks to extend starting time on Weekday Entertainment License to 11:30 a.m. and on Sunday Entertainment License to 1:00 p.m. with all other terms and conditions of the previous license. Mr. McManus seconded the motion and the motion carried by a unanimous vote.

- B. Request by The Children’s Center for One-Day Beer & Wine License for event to be held at Cultural Center on October 28, 2018 and waiver of \$400 room rental fee

Mr. Howell recused himself on this request as The Children’s Center is part of HECH and he is on the Board of HECH. Mr. MacAskill moved to approve the request by The Children’s Center for a One-Day Beer & Wine License for event to be held at Cultural Center on October 28, 2018 and waiver of \$400 room rental fee. Mr. McManus seconded the motion and the motion carried by a unanimous vote.

- C. Accept gift of memorial bench to be placed at Saquatucket Harbor on completion of project

Mr. MacAskill moved to accept the gift of a memorial bench to be placed at Saquatucket Harbor on completion of the project. Mr. McManus seconded the motion. Mr. Clark noted the location would be determined by the Harbormaster and the DPW Director has recommended a granite bench and Mr. Clark asked that those two decisions be deferred to those two departments to maintain a level of consistency. Mr. McManus said his preference is a traditional park bench with arms and commented that the granite benches are cold. Mr. Bill Carey said he and his family are committed to working with the Town to do what makes the most sense. The consensus of the Board was that he work with the Harbormaster. Mr. McManus asked that they come back with the final plan. The motion carried by a unanimous vote.

- D. Harwich Pines Association – Application of Special Purpose Mooring Permits

Mr. Ballantine reported that the applicant was unable to attend tonight and this item will be rescheduled to August 20.

- E. Dennis/Harwich/Yarmouth wastewater special legislation

Mr. Clark reported that legislation is currently being reviewed by house counsel noting that this is just to create the partnership entity and the details will be in the agreement. He said they can have more of a discussion on August 20. Mr. Howell noted that when this gets brought forward, the specific question is what was the language that was changed. Mr. Clark said he will report to the Board once he hears back.

- F. Overview of land use controls for wastewater purposes

The Board agreed to take up this item on August 20.

- G. Wastewater Communications/Outreach Coordinator RFP

Mr. Clark reported that he would be presenting this RFP to the Wastewater Support Committee tomorrow morning to solicit comments. He said they would make necessary revisions and get the RFP out. Vice-Chairman Ballantine commented that he wanted to delete the reference to public relations as it gives the impression we are selling the project, and he didn’t want to restrict this to \$20,000. He added that we need to delay the deadline to give reasonable time for responses. Mr. McManus agreed that reference to public relations should be removed.

- H. Conservation Law Foundation legal action pertaining to wastewater

Mr. Ballantine questioned if there is anything they can do to make a political statement in support of the two businesses that are very important to us that are being threatened by this. He said we need more legal feedback to find out to what extent we can make a statement. Mr. Clark said both businesses receive their permits directly from the Commonwealth and this is about whether permits should be issued by the Commonwealth or EPA and is beyond our initial scope. He noted that our CWMP covers our entire community and these businesses have relied on that. He said at this stage the Town has been in touch with these two businesses and if it is appropriate, a formal request will be made of the Board. Mr. Ballantine asked Mr. Clark to ask our attorney what we can do in terms of support.

I. MassWorks Infrastructure Program 2018 Grant Application authorization to submit

Mr. Clark noted that this is for construction of a sidewalk from Saquatucket Harbor to Bank Street and the State has done some survey work. He stated that the project's estimated cost is \$826,500. Mr. Howell moved that we request the MassWorks Infrastructure Program 2018 Grant and to sign the letter that is in the packet relating to that. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

OLD BUSINESS

A. Fraud Assessment Policy – second reading

Ms. Coppola outlined the changes that were made as a result of the first reading. Mr. Howell said he would not support this in its current form. He explained that in the past week, one member of this Board approached our legal counsel to question the legality of a couple of actions that were taken by the Town Administrator. Mr. Howell stated the following: The response of our lawyer was to show pretty much everyone in Town that he's not an honest broker. The fact of the matter is his next move was to take an email with kind of mashed rationale about what was discussed and send it to the Town Administrator. The whole point of somebody dropping a dime on the possibility of waste or fraud is the ability to feel that you're covered, that whoever you're reporting it to has your back and our counsel has shown through these actions that, even on a Board of Selectmen level, he works for the Town Administrator, he doesn't work for the Town and I have had a couple of employees express that kind of concern to me, so given that fact and given that he can't seem to be able to understand what team he plays for, he shouldn't be in this thing at all.

Ms. Coppola said in her experience she doesn't think it's uncommon for a Board to have their own separate legal counsel. She added that the IG's office already has a hotline set up so in her opinion it's kind of duplicity. Mr. Howell said he would like to bring this item back and he would like to have a discussion about legal counsel that is broader than what he just brought up. The consensus of the Board was to bring this item back. Mr. Howell moved that we approve the policy with the exception of the paragraph relating to the suspected misconduct involving the Town Administrator and the Finance Director which we will bring back to add an additional source and delete Town's legal counsel from the text. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

B. Community Center Sunday openings

Mr. Clark said this was an enhancement of services that was put in the budget in response to some of the Board's concerns. He said he thought that the enhancement of services in general was taken out of the budget and the minutes reflect that he had said it was clear to him that the intent of the Board was to have the Sunday openings included so Ms. Coppola had put it in the budget. He noted that he didn't provide instructions to staff to commence implementation of that as he simply hadn't remembered correctly. He said he has now met with staff to say we need to commence Sunday openings and we are in the process of recruiting additional

staff. Mr. Howell commented that the focus of this should be on programs for kids who are not able to access the building during traditional operating hours. Mr. Clark agreed and said this does not extend to Channel 18 or the Council on Aging. Mr. MacAskill requested that this get on the next agenda for an update.

C. Report on Budget Transfers

Ms. Coppola briefly outlined her report of budget transfers noting that she included a table of those transfers which were associated with errors, specifically how the over-expenditures occurred.

TOWN ADMINISTRATOR'S REPORT

A. Certificate of Achievement for Excellence in Financial Reporting

Mr. Clark noted that included in the packet is the press release on our Certificate of Achievement for Excellence in Financial Reporting which is also available online.

B. Award of Community Development Block Grant Partnership

Mr. Clark reported that we partnered with Truro, Eastham and Provincetown to make application for a Community Development Block Grant and were successful in that effort. He noted that the grant amount is \$1,142,813 which provides housing assistance and child care.

C. Old Post Road fire pit complaint - report from Fire Chief

Mr. Clark reported that the Deputy Fire Chief looked at this situation and it was deemed that there was no excessive burning or significant issues. At Mr. MacAskill's recommendation, Mr. Clark and Deputy Chief LeBlanc agreed to follow up with the homeowner.

D. Employee commendations – Community Development, DPW and Police

Mr. Clark reported that we have received a commendation from a citizen for assistance she received from Jennifer Clarke of the Community Development Department. He added that Chief Clarke has commended DPW employee Dan Oeschlager for his quick and immediate assistance at a bicycle accident as well as Officers Boorak, Ruggiero and Griffiths for their assistance at a recent motor vehicle accident and related fire.

E. Report of Fee Review for Board of Health

Mr. Clark reported that he brought up at a department head meeting the need to look at when the last time departments reviewed fees. He noted that the Health Director has reported that Board of Health fees were last adjusted in 2014.

F. MassWorks Dredge Grant Application

Mr. Clark reported that this grant application was submitted on Friday. He noted that the grant would be \$72,000 with Town funding of \$36,000.

G. Crosswalks at Brooks Library

Mr. Clark reported that in response to the letter from the Library, Mr. Hooper has ordered signs to go in the road to try to slow people down and we are also going to have additional painting done to make the crosswalks

much more noticeable. Ms. Hewitt discussed safety concerns associated with the area of the crosswalk. Mr. Clark explained that they are looking at longer terms solutions and have asked Steve Tupper from the Cape Cod Commission to look at it and provide recommendations.

Mr. McManus recommended that the speed limits on Depot Street in East Harwich be at 30 mph in both directions at the bike path. The process for doing so was discussed and Mr. Howell suggested placing yellow advisory signs there.

H. Departmental Reports

There was no action or discussion on this item.

SELECTMEN'S REPORT

A. Committee Vacancy List

There was no action or discussion on this item.

ADJOURNMENT

Mr. McManus moved to adjourn at 9:35 p.m. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

Respectfully submitted,

Ann Steidel
Recording Secretary

Kevin A. Marshall
Co-Chair

Deborah K. Martin
Co-Chair



P.O. Box 119
Barnstable, Massachusetts
02630

www.suicideispreventable.net

July 31, 2018

Dear Board of Selectmen:

Each year, we lose more than thirty Cape & Island residents to suicide. For each of these suicide deaths, it is estimated more than thirty people are affected, six of them profoundly. Suicide is a public health issue in our communities; and it is preventable.

In recognition of National Suicide Prevention Month, the Cape & Islands Suicide Prevention Coalition is once again seeking to have the week of September 9th -15th, 2018 named "Suicide Prevention Awareness Week" in all of the Cape and Islands towns.

We aim to recognize this painful and often hidden part of our communities, to demonstrate our commitment to suicide prevention, and to send a message of hope to those struggling, grieving, or affected in any way by suicide. We know that by decreasing the stigma that surrounds suicide, we increase the likelihood that someone will reach out for help.

Please accept this proclamation request for the selectman's agenda for an early September or late August meeting (Sample proclamation wording is attached) we appreciate your consideration for this request, and look forward to hearing from you.

The proclamation can be emailed to me at suicideprevention@capecoalition.com or mailed to me at: Cape and Islands Suicide Prevention Coalition, P.O. Box 119, Barnstable, MA 02630

Warm Regards,

Melissa Maguire

Melissa Maguire
Cape & Islands Suicide Prevention Coalition

m Maguire@monomoy.edu



PROCLAMATION SUICIDE PREVENTION WEEK

WHEREAS, in the United States, one person dies by suicide every 12 minutes and 121 people die by suicide each day; and

WHEREAS, 20 veterans die by suicide each day; and

WHEREAS, suicide is the second leading cause of death for Massachusetts residents ages 15-44 and the suicide rate on the Cape and Islands is 1.4 times higher than the State average; and

WHEREAS, suicide is a tragic and disruptive event for families and communities ~ it is estimated that annually, there are 6.3 million suicide loss survivors who have lost a loved one to suicide; and

WHEREAS, suicide is a public health issue and a community concern, and through increased education and awareness of the issue a great number of suicides can be prevented;

THEREFORE, we do hereby officially designate the week of September 9-15, 2018 as "*SUICIDE PREVENTION WEEK*" in the Town of Harwich, MA, Barnstable County.

Julie E. Kavanagh, Chair

Larry G. Ballantine, Vice Chair

Edward J. McManus, Clerk

Michael D. MacAskill

Donald F. Howell

HARWICH BOARD OF SELECTMEN



TOWN OF HARWICH
FINANCE DIVISION
732 MAIN STREET, HARWICH, MA 02645
TEL: 508-430-7518 FAX: 508-430-7504

Carol Coppola
Finance Director/Town Accountant

Wendy Tulloch
Assistant Town Accountant

To: Board of Selectmen
From: Carol Coppola
CC: Christopher Clark
Date: August 30, 2018
RE: Financial Transparency

Municipal finance can be enormously complex. To better inform taxpayers and citizens we must provide the public with easy access to financial information. Taxpayers want to know how their hard earned tax dollars are spent. This is true today more than ever as information is easily accessible to citizens and residents in nearly every aspect of their lives. The Town of Harwich's budget and financial data are no different. For this reason the Board of Selectmen have made it a priority to study financial transparency in an effort to bring access to citizens in a more efficient manner.

One of the most informative and important ways that citizens can obtain information on their governments is by access to financial and performance information. Municipalities across the world are using new technologies to unlock this data and engage citizens.

Financial data can be accessible to anyone with a web connection while going beyond the presentation of rows of numbers and transactions. It provides visuals of the data so citizens and staff can understand financial information quickly. These applications are available on mobile devices and personal computers, are ADA compliant and offer staff members and citizens with a more instinctual way to search, access and review public spending. It does not replace an ERP system such as Munis.

Over the past 6 or 8 months the IT Director and I have participated in numerous software demonstrations. All of the products we reviewed are utilized by Massachusetts communities. Tyler Technologies (Munis parent company) recently purchased a competitor and has merged the product Socrata with their Citizen Transparency module, as a result the Citizen Transparency module is no longer available. A summary of the products, features and pricing for each is provided below:

Features	ClearGov	Open Gov	Socrata
One Time Fee	\$ 1,200	\$ 2,500	\$ 3,200
Annual Fee	7,500*	\$ 11,260	\$ 12,000
Integrates with Munis	Yes	Yes	Yes
Integrates with Acella	Unknown	Yes**	Unknown
Financial Data	Yes	Yes	Yes
Dashboard	Yes	Yes	Yes
Benchmarking	Yes	Yes	Yes
Ability to Add Commentary	Yes	Yes***	Yes
State Data	Yes	Yes****	No
Demographic Data	Yes	Yes****	No
External Comparisons	Yes	No	No

* 10% discount available for 3 yr term

** Currently being developed

*** Not included with base pricing

**** Manual gathering of data but can be integrated

Note: Socrata is now a product of Tyler Technologies and has been merged with the Citizen Transparency Module of Munis

Links to sample communities utilizing each product:

ClearGov <https://www.cleargov.com/massachusetts/plymouth/town/norwell/2018>

Open Gov <http://www.provincetown-ma.gov/index.aspx?NID=1099>

Socrata <https://barnstable.budget.socrata.com/#!/year/default>

Recently the Town Administrator and I participated in another demonstration of Open Gov. This firm has entered into an agreement with Barnstable County and has a number of clients on Cape Cod. If the Board's intention is to provide demographic data with comparisons to other similar communities then Clear Gov may be the preferred selection. Socrata and the ERP system the town utilizes, Munis, are products of Tyler Technologies and are certainly a leader in the field of financial transparency.

In summary, all of the products reviewed provide access to financial and non-financial data, all appear to provide the public with simplified access to financial information and will allow the user to drill down to individual financial transactions if desired. I have engaged with all vendors over the past few weeks and have confidence the quotes provided will continue to be honored. We were not aware of any difficulty or excessive time requirements to implement

any of the products however the one option the Tyler family will not require external access to the Town's internal database; a risk the town will need to consider when selecting a product.



Harwich Cranberry Festival Inc.

508-527-7620 P.O. Box 555 Harwich Port, Massachusetts 02646



August 28, 2018

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

Dear Chairman Kavanagh and Selectmen,

The Harwich Cranberry Festival, Inc., celebrating its 42nd anniversary, would like to request a charity fundraising special liquor license for serving beer and wine at the 2018 Cranberry Jam, held in cooperation with the Harwich Youth and Rec Commission during the Harwich Cranberry Arts and Music Festival, on the weekend of September 15 and 16, 2018. The Cranberry Jam concert will be held on Saturday, September 15 from Noon to 8 P.M and on Sunday, September 16 from noon to 3:30

The Beer and wine will be sold within the fenced enclosure of the music performance and picnic area behind the Harwich Community Center, 100 Oak Street, Harwich, MA. We have met with the police chief to go over the delineation of the licensed area and signage based on experience from last year. In addition to placing safeguards to keep consumption of alcoholic beverages inside the licensed perimeter, we will also be taking steps to prevent beverages from being brought on site. An appropriate wrist band identifying those of age will be required for the purchase of beer and wine and the servers are certified professional bartenders.

Thank you for your consideration of this request.

Sincerely,

Edward McManus, President

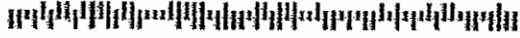
Harwich Cranberry Festival, Inc.



MASSACHUSETTS DEPARTMENT OF REVENUE
 PO BOX 7044
 BOSTON, MA 02204-7044
 CONTACT CENTER
 (617) 887-6367

Letter ID: L0793560064
 Notice Date: August 1, 2016
 MA Taxpayer ID: 10205554

CERTIFICATE OF EXEMPTION



002258

HARWICH CRANBERRY FESTIVAL INC
 2C DOANE RD
 HARWICH PORT MA 02646-1514

Attached below is your Certificate of Exemption (Form ST-2). Cut along the dotted line and display at your place of business. You must report any change of name or address to us so that a revised ST-2 can be issued.

DETACH HERE



MASSACHUSETTS DEPARTMENT OF REVENUE

Form ST-2

Certificate of Exemption

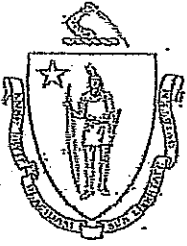
HARWICH CRANBERRY FESTIVAL INC
 2C DOANE RD
 HARWICH PORT MA 02646-1514

MA Taxpayer ID: 10205554
Certificate Number: 1192505344

This certifies that the organization named above is an exempt purchaser under Chapter 64H, section 6(d) or (e) of the Massachusetts General Laws. All purchases of tangible personal property by this organization are exempt from taxation to the extent that such property is used in the conduct of the business of the purchaser. Misuse of this certificate by any tax-exempt organization or unauthorized use of this certificate by any individual will lead to revocation. Willful misuse of this certificate is subject to criminal sanctions of up to one year in prison and \$10,000 (\$50,000 for corporations) in fines. This certificate is non-transferable and may be suspended or revoked for failure to comply with state laws and regulations.

Effective Date: September 8, 2016

Expiration Date: September 7, 2026



THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE ATTORNEY GENERAL
ONE ASHBURTON PLACE
BOSTON, MASSACHUSETTS 02108

MAURA HEALEY
ATTORNEY GENERAL

(617) 727-2200
(617) 727-4765 TTY
www.mass.gov/ago

HARWICH CRANBERRY FESTIVAL, INC.
P.O. Box 555
Harwichport, MA 02646

Certificate for Solicitation

This certificate has been issued to the organization listed below because it is current in its filings with the Attorney General's Division of Non-Profit Organizations/Public Charities. This registration in no manner constitutes endorsement or approval by the Commonwealth of Massachusetts of the named organization.

Name of organization: HARWICH CRANBERRY FESTIVAL, INC.
Certificate End Date: 05/15/2019
Attorney General's Account Number: 022605

Issued By
The Division of Non-Profit Organizations/Public Charities
Business and Labor Bureau



August 27, 2018

Dear Christopher Clark:

I am respectfully writing this letter asking you and the Selectmen to consider reducing the "fees for use" for space at the Cultural Center. The request is for the Labyrinth Quest, Inc. a 501C3 to host once a month events for Children and families.

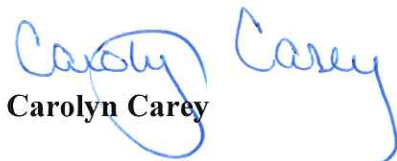
They are looking at a schedule of November 9, 2018 and December 14, 2018 and then the second Friday of the month from January through December 2019. The events will take place in the Library. The events will be free of charge for the public providing a service to the Community.

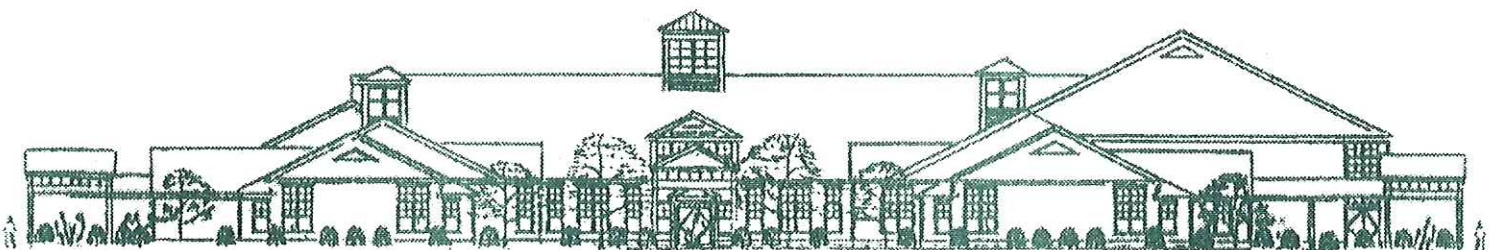
The Labyrinth Quest services many families in and around our community and the educational component is a match with our mission and we feel it is important to embrace this population that included all ages to be part of the Cultural Center. We would like to provide this in kind service that would be mutually beneficial and ask you to reduce the current rate \$100.00 per use to a onetime fee of \$400.00.

Please let me know if you have any questions or concerns.

Thank you in advance for your time and attention to this matter.

Regards,


Carolyn Carey



May 22, 2018

Proposal: Open Studio, monthly Labyrinth Walks in the Library, November 9, 2018; December 14, 2018 and on the 2nd Friday of the month from January, 2019 through December, 2019 at 10:00 a.m.

Labyrinth Quests: Darlene T. Hagon, Veriditas-certified Labyrinth Facilitator,
Harwich Resident, member Friends of Harwich Cultural Center

Dr. Margaret Rappaport, Veriditas-certified Labyrinth Facilitator

Harwich Cultural Center: Laurinda Raquel, Studio 204, representing Labyrinth Quests
To Erica Strzepek, Administrator of HCC and Carolyn
Carey, Director, Harwich Community Center

Labyrinth Quests has facilitated monthly Labyrinth Walks for the last five years in Orleans and Chatham on Cape Cod. Our themed, guided walks attracted people to the medieval, Chartres-style labyrinths, both indoors and outdoors. This type of labyrinth is large enough to accommodate groups of people. Attendance at the walks number 20 to 60 people over a wide demographic range.

Labyrinth Quests owns a portable eleven circuit canvas labyrinth in the medieval style, which is characterized by a center space with rosettes, a spiral path with walking lanes outlined for entering, walking to the center, and returning on the same path to exit. There are various symbols, such as lunettes that define the space of the labyrinth. The canvas is spread on a flat surface oriented to true north and is adorned with LED candle lights to create an ambience and meditative, quiet atmosphere. Specially selected music accompanies every walk to enhance the custom theme.

The Labyrinth is an ancient symbolic design expressing human vision and knowledge. It is a creative art form that has served people as inspiration, enrichment, and connection for more than 5,000 years. When used for meditative walks, it yields positive states of mind and body. The labyrinth continues today to be a dynamic, providential cultural resource to use and to cherish.

Walking in community on the Labyrinth not only results in a powerful individual, often transformational response, but also a spontaneous group appreciation of an astonishing collective welcome of one another. It becomes the essence of Culture expressed through Art.

The Labyrinth can make a significant contribution to HCC through its regular programming by drawing people to the area. For example, attendance is encouraged by an active and successful public relations campaign online, in local newspapers, and with distribution of posters and flyers in Cape communities. Labyrinth Quests may also offer

fund raising materials, custom fee based workshops, and aid in developing other cultural resources and locations in conjunction with the Harwich Cultural Center.

To the attention of Harwich Town Administrator and the Harwich Board of Selectmen, through the auspices of the Carolyn Carey, Director of the Harwich Community Center and Erica Strzepek, Program Aide, Harwich Cultural Center:

Labyrinth Quests, Inc., a not-for-profit 501©3 organization, requests that the fee for use of the Library space for one day per month from November 2018 through December, 2019 be waived in general. This request is made in consideration that the monthly events are free of charge for attendees at this time through December, 2019. In addition, Labyrinth Quests has general liability insurance coverage for any and all events it schedules at Harwich Cultural Center.

Alternately, Labyrinth Quests proposes a one-time, nominal, annual fee in kind for custodial services and minimal storage of the canvas labyrinth in three cloth bags for the period of November, 2018 through December, 2019.

Either of these arrangements may be reviewed in successive years.

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039



Evan N. Melillo
Assistant Town Administrator

732 MAIN STREET, HARWICH
02645

MEMO

TO: Board of Selectmen

FROM: Evan N. Melillo
Assistant Town Administrator

RE: Information Regarding Reclassification Treasurer-Collector

CC: Chris Clark
Town Administrator

DATE: August 27, 2018

As requested, I am providing the following information to you regarding the Treasurer/Collector position in the Finance Department:

1. A desk audit was accomplished for the Treasurer/Collector. The desk audit confirmed that the new job description included new duties and responsibilities for the position.
2. The Treasurer/Collector and her direct supervisor, Finance Director Carol Coppola, have both met and confirmed the new duties.
3. Further, the Finance Director believes the Director of Assessing position at the M-5 pay grade to be equally valuable to the Town as the Treasurer/Collector position and approves of the proposed reclassification for the position.
4. I have attached the job description for the reclassified position.
5. I have attached the proposed reclassification from an M-4 Step 9 to an M-5 Step 7.
6. I have also attached the recently agreed to SEIU salary tables. It shows the Treasurer/Collector catching up to other towns in the next few years.

TREASURER/ COLLECTOR (8/27/183/12/10)

DEFINITION

~~The Treasurer/Collector is responsible for town funds, including payroll, bonding, financial transactions and collection of monies due to the town, in accordance with applicable provisions of the Massachusetts General Laws; other related work, as required.~~

Highly skilled professional financial, administrative, and management work directing the collection of monies due the town, the professional management and distribution of said monies and serving as the custodian of the Town's funds, while carrying out these fiscal functions of the Town in accordance with applicable Mass. General Laws, Town Charter and By-laws, and Town Policies and Procedures; all other related work as required.

ESSENTIAL DUTIES AND RESPONSIBILITIES

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

Responsible for the management of all monies received and disbursed by the Town, including receiving, depositing, expending and accounting for said monies, transferring funds, making deposits and reconciling statements, verifying the correct reporting of all revenues, assuring proper investment and borrowing procedures, such as the timely investment of all funds, the preparation of disclosure documents for rating agencies, the continuous evaluation of yields for investments and the planning, negotiating, implementation, issuance and assumption of obligation of long and short-term borrowing by the Town and assuring adequate funds availability to meet obligations such as payroll, and bill, bond and note payments.

Maintains custody of stabilization, pension, trust and all other funds of the Town not specifically allocated to other agencies/agents. Initiates legal procedures when receivables are overdue and serves as custodian for tax title and foreclosure accounts, overseeing tax title proceedings including receipt of payments, discharge of tax titles, and foreclosure sales and auctions.

Responsible for the collection of all real estate, personnel property, water and excise taxes, and other municipal fees, revenues, etc. as well as the balance of all accounts receivable and invoices. Manages billing; preparing and printing of the bills, demands, warrants, etc.; plans real estate tax, excise and utility billings to ensure statutory deadlines are met and control of work flow; generates commitment books and lien processing for property taxes; schedules land processes, motor vehicle excise commitment and billing; tracks excise and ensures timely movement through collection process. Oversees the sale of transfer station access and beach sticker sales including the hiring of staff and reconciliation of daily receipts. Responsible for tracking parking tickets and collection of payments.

Prepares/verifies department schedules and reports of monies collected including monthly and ad hoc reports, abatements and refunds given; reviews all municipal lien certificates, betterment discharges and releases and other tax collection forms and schedules prepared by staff for accuracy and completeness.

Oversees the timely and accurate payment of all vendor, payroll and debt service warrants, checking the accounts payable transactions, vendor invoices and authorizations, preparing and distributing vendor payments, and managing the payroll process and benefits coordination, including the input of salary and benefit information, the computation of payroll deductions and processing of related payments for health and life insurance, retirement, withholding taxes, deferred compensation, etc., the signing, distribution, stop

payment and re-issuance of checks, the preparation of related town, agency, state and federal reports and the research and resolution of questions or conflicts relative to vendor, debt services, payroll and benefits issues. Compiles and maintains all relevant records and reports of warrant items as well as quarterly and annual regulatory reporting to state and federal agencies.

Manages and/or delegates the daily office functions, planning, and coordinating work operations to meet schedules deadlines and priorities and altering these activities to meet changes in workload or availability of staff. Responsible for employee performance appraisal and provides recommendations for all department personnel actions such as hiring, disciplinary action, promotion, etc.

Serves as applications specialist and liaison with computer systems providers. Provides expertise and assistance in using computer systems report writing capabilities. Maintains efficient, effective functions of financial computer systems operations, integrating the sometimes distinct systems and developing better, more accurate and expedient methods of operations assimilating the functions, techniques and structure of the operating systems. Maintains Treasurer/Collector website.

Acts as a member of the Town's finance team participating in the research, compilation, and presentation of immediate and long-range plans, capital and operational budget development, trend forecasting, debt service plan development, and over-all financial planning and recommendations. Serves as Town representative, or substitute representative in bank or debt discussion and negotiations, and on state, regional or local boards, committees or commissions as assigned or needed.

Answers questions from other departments, the public and other agencies or organizations, in person and on the telephone, providing information and making referrals to other offices and agencies as appropriate; explains collection and fund allocation procedures and regulations; assists taxpayers in understanding tax bills and Town finance related documents; explains departmental procedures. Researches questions and investigates complaints and resolves them within a reasonable period of time.

Responds appropriately to matters not requiring the personal attention of the Finance Director, confers with the Finance Director, Town Administrator and other agents of the Town, in difficult cases or in cases requiring complicated or legal interpretation of the law. Composes and reviews routine and assigned correspondence.

Responsible for the daily reconciliation of collections, posting of electronic payments from several sources, prepares cash reconciliation sheet and forwards to Accounting Department.

Makes and documents adjustments to accounts, second-meter credits and returned checks, posting authorized abatements. Creates, maintains, and updates forms, spreadsheets and data bases using available computer systems.

Authorizes vouchers for the payment of refunds, deputy and agency fees and vendor invoices. Manages vendor relationships with the lockbox bank, the deputy collector, collection agents, payment and tax services.

Assists with the preparation and completion of year end audit, schedules preparatory work of the town's books and records in order to ensure prompt and efficient collection of data for the auditors.

Maintains up to date knowledge in field of finance and Massachusetts financial laws and their applications through continuing education; assists Finance Director in up-grading town's finance and collection systems, applications and operations; brings forward options for potential improvements in content and methods of operations.

Assists in all other functions of the Finance operations. Performs similar or related duties as required, or as situation dictates.

~~Responsible for collection, deposit and reconciliation of town monies; ensures proper investment of town funds.~~

~~Responsible for implementation and operation of automated financial systems.~~

~~Arranges for short and long term borrowing; provides information to bond counsel; monitors outstanding debt and interest to be paid.~~

~~Responsible for completion of the weekly payroll and processing of direct deposits, payroll tax payments to state and IRS, online wage reporting, quarterly and end of year reporting and preparation of W2s, responsible for administration of employee benefits programs, including insurance and deferred compensation; monitors the health insurance account and ensures that premiums are correctly charged.~~

~~Responsible for Affordable Care Act maintenance and reporting and issuing 1095C forms.~~

~~Oversees the sale of transfer station access and beach sticker sales including hiring of sales staff and reconciling daily receipts.~~

~~Responsible for tracking parking tickets issued and collecting payments.~~

~~Receives receipts from town departments and reports to the Town Accountant; reconciles town cash with the Town Accountant and submits reports to the DOR.~~

~~Responsible for the collection of real estate, personal property, motor vehicle and boat excise tax billing and collection; directs and performs reconciliations of cash activities.~~

~~Uploads data for online access/payments. Tracks transactions for departments that have online payments.~~

~~Researches titles and records liens of unpaid taxes at the Registry of Deeds; files foreclosures in Land Court.~~

~~Prepares required financial reports for local, state and federal governments.~~

~~Responds to inquiries pertaining to taxes, payroll and benefits.~~

~~Supports all audit activities pertaining to the department and production of the annual report.~~

~~Maintains department webpage on Town website.~~

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

SUPERVISION

Works under the administrative direction of the Finance Director, in accordance with applicable Massachusetts General Laws, municipal policies and objectives and professional standards; assumes direct accountability for departmental results; duties require considerable independent judgment and initiative in the planning, administration

and execution of the department's services and the interpretation and application of laws, regulations and procedures.

SUPERVISORY RESPONSIBILITIES

Supervises three full-time employees and numerous part time seasonal employees.

WORK ENVIRONMENT

Work is performed in office conditions; work is generally performed during normal business hours; volume of activity fluctuates according to billing cycles; attendance at evening meetings is required.

The employee operates standard office equipment.

Performance of duties requires frequent contact with other town departments and taxpayers.

The employee has access to department-related confidential information, including personal information about employees and taxpayers.

Errors in judgment could result in delay or loss of service, monetary loss and legal repercussions.

RECOMMENDED MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE

Associate's Degree in business, finance, accounting, or a related field; three-six to eight years of experience in municipal finance and taxation, banking, business or financial management; or an equivalent combination of education and experience.

KNOWLEDGE, ABILITY AND SKILL

Thorough knowledge of municipal accounting and financial systems; familiarity with departmental operations and procedures, town bylaws and relevant federal, state and local regulations.

Ability to establish and maintain effective employee and public relations; ability to prepare accurate financial reports and records; ability to communicate effectively in written and oral form.

Mathematical skills; problem-solving skills; accounting and bookkeeping skills; skill in computers and software applications; interpersonal skills.

PHYSICAL REQUIREMENTS

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

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

FY 19 Longevity

Last Name	First Name	Job Class Description	Class	Step	FY 19 Salary	Eligibility Date	Comments
BANFORD	RICHARD	COMP COORD	M5	10	94,802.88	10/20/2004	reclassified out of PBL 7/1/2003 and started at step 10/longevity date stayed at 10/20
PROFT	HEINZ	NAT RES DI	M5	10	94,802.88	7/1/2018	eligible for 1% FY19
KELLEY	ROBBIN	CEM ADMIN	M1	10	61,057.20	7/1/2018	regraded in FY18
CAFARELLI	ROBERT	TN ENGINR	M6	10	103,332.12	9/13/2018	reached step 10 in 2012, 6 years service in 2016
FERNANDEZ	SHAWN	GOLF SUPER	M4	10	91,626.60	3/15/2019	regraded with 4% longevity in FY19
CAREY	CAROLYN	COM CTR MG	M5	10	94,802.88	7/1/2019	reached step 10 in 2014, regraded from M4 to M5 step 10 7/1/18
RENDON	JOHN	HMASTER	M5	9	92,489.52	7/1/2020	eligible in FY21
HOUSE	SHEILA	YTH COUNS	M4	9	82,784.22	7/1/2020	eligible FY21
BULLOCK	AMY	TREAS/COLL	M4 M5	9 7	84,852.78 88,033.00	7/16/2020 7/16/2023	eligible in FY21 eligible in FY24
GREENHALGH	CHARLEEN	TOWN PLNNR	M4	10	86,974.38	2/19/2021	hired at top step/will not qualify for longevity until FY22
USOWSKI	AMY	CONSV ADMN	M4	8	82,784.22	11/29/2021	
BEEBE	ERIC	REC DIR	M4	7	78,795.00	7/2/2022	regraded in FY18, longevity in FY23
WILSON	JUDITH	COA DIRECT	M2	10	73,204.38	9/5/2023	hired at top step/will not qualify for longevity until 2023
MOLINO	DONNA	DEP ASSESS	M5	5	83,791.98	1/12/2024	
CHESLEY	RAYMOND	BDG COMMIS	M4	5	81,525.54	7/1/2024	
GOODWIN	JAMIE	CHANNEL 18	M3	5	70,525.86	7/1/2024	
ELDREDGE	MEGGAN	HLTH DIREC	M4	5	76,873.32	9/1/2024	
GREER	ROMAN	GOLF DIR	M5	4	81,747.90	3/5/2025	

EFFECTIVE DATE	GRADE/ RANK OR PAYBAND	STEP/ LEVEL	FY19 ANNUAL SALARY	FY20 NEW STEPS 1-10	FY 21 NEW STEPS 1-10
07/01/2018	M4				
07/01/2018	M4	0	-		
07/01/2018	M4	1	69,644.00	74,632.00	76,125.00
07/01/2018	M4	2	71,384.00	76,498.00	78,028.00
07/01/2018	M4	3	73,169.00	78,410.00	79,978.00
07/01/2018	M4	4	74,998.00	80,371.00	81,978.00
07/01/2018	M4	5	76,873.00	82,380.00	84,028.00
07/01/2018	M4	6	78,795.00	84,440.00	86,129.00
07/01/2018	M4	7	80,765.00	86,550.00	88,281.00
07/01/2018	M4	8	82,784.00	88,713.00	90,487.00
07/01/2018	M4	9	84,853.00	90,876.00	92,694.00
07/01/2018	M4	10	86,974.00	93,093.00	94,955.00
		11			
		12			
07/01/2018	M5				
07/01/2018	M5	0	-		
07/01/2018	M5	1	75,910.00	81,350.00	82,977.00
07/01/2018	M5	2	77,809.00	83,383.00	85,051.00
07/01/2018	M5	3	79,755.00	85,468.00	87,177.00
07/01/2018	M5	4	81,748.00	87,605.00	89,357.00
07/01/2018	M5	5	83,792.00	89,794.00	91,590.00
07/01/2018	M5	6	85,887.00	92,038.00	93,879.00
07/01/2018	M5	7	88,033.00	94,340.00	96,227.00
07/01/2018	M5	8	90,233.00	96,699.00	98,633.00
07/01/2018	M5	9	92,490.00	99,058.00	101,039.00
07/01/2018	M5	10	94,803.00	101,474.00	103,503.00
		11			
		12			
EFFECTIVE DATE	GRADE/ RANK OR PAYBAND	STEP/ LEVEL	ANNUAL SALARY	NEW STEPS 1-10	NEW STEPS 1-10

Fraud Risk Assessment Policy

Introduction

The Town of Harwich, like all municipalities, is faced with the risks from wrongdoing, misconduct, dishonesty and fraud. We must be prepared to manage these risks and their potential impact in a professional manner. The impact of misconduct and dishonesty may include:

- Financial loss
- Damage to the reputation of our Town and our employees
- Negative publicity
- Cost of investigation
- Loss of employees
- Loss of public confidence
- Damaged relationships with our contractors and suppliers
- Damage to employee morale
- Litigation

Our goal is to establish and maintain an environment of fairness, ethics and honesty for our employees, our citizens, our suppliers and anyone else with whom we have a relationship. To maintain such an environment requires the active assistance of every employee and manager every day.

Our municipality is committed to the deterrence, detection and correction of misconduct and dishonesty. The discovery, reporting and documentation of such acts provides a sound foundation for the protection of innocent parties, the taking of disciplinary action against offenders up to and including dismissal where appropriate, the referral to law enforcement agencies when warranted by the facts, and the recovery of assets.

Purpose

The purpose of this document is to communicate municipal policy regarding the deterrence and investigation of suspected misconduct and dishonesty by employees and others, and to provide specific instructions regarding appropriate action in case of suspected violations.

Definition of Misconduct and Dishonesty

For purposes of this policy, misconduct and dishonesty include but are not limited to:

- Theft or other misappropriations of assets, including assets of the Town, our citizens, suppliers or others with whom we have a business relationship
- Misstatement and other irregularities in municipal records, including the misstatement of the results of operations
- Wrongdoing
- Forgery
- Alteration of documents

The municipality strictly prohibits these and any other illegal activities in the actions of its employees, managers, administrators and others responsible for carrying out the Town's activities.

POLICY AND RESPONSIBILITIES:

Reporting

It is the responsibility of every employee, supervisor, manager and administrator to immediately report suspected misconduct or dishonesty to their supervisor or those that exercise authority over the supervisor. Supervisors, when made aware of such potential acts by subordinates, must immediately report such acts to the Town Administrator or his/her designee. Any reprisal against any employee or other reporting individual because that individual, in good faith, reported a violation is strictly forbidden.

Due to the important yet sensitive nature of the suspected violations, effective professional follow up is critical. Managers should not, in any circumstances, perform and investigate or other follow up on their own. All relevant matters, including suspected by unproved matters, should be referred immediately to the Town Administrator or direct supervisor.

If the suspected misconduct involves the Town Administrator or Finance Director the Town of Harwich recommends one or both reporting options: Office of Inspector General, Confidential Fraud, Waste, and Abuse 24-Hour Hotline (800) 322-1323 or by contacting the Town's Legal Counsel.

Additional Responsibilities of Supervisors

All employees have a responsibility to report suspected violations, however employees with supervisory and review responsibilities at any level have additional deterrence and detection duties. Specifically, personnel with supervisory or review authority have three additional responsibilities.

First, you must become aware of what can go wrong in your area of authority.

Second, you must put into place and maintain effective monitoring, review and control procedures which will prevent acts of wrongdoing.

Third, you must put into place and maintain effective monitoring, review and control procedures which will detect acts of wrongdoing promptly should prevention efforts fail.

Authority to carry out these additional responsibilities may not be delegated to subordinates.

Assistance in effectively carrying out these responsibilities is available upon request through the Finance Director and Town Administrator.

Responsibility and Authority for Follow Up and Investigations

The Police Department and/or Town Administrator have the primary responsibility for all investigations involving the Town and all Departments. The Police Department and/or Town Administrator may request the assistance of the Finance Director in any investigation, including access to periodic examinations and evaluations of internal controls.

Properly designated members of the investigative team will have:

- Free and unrestricted access to all municipal records

- The authority to examine, copy and/or remove all or any portion of contents of files, desks, cabinets and other storage facilities (whether in electronic or other form) without the prior knowledge or consent of any individual who might use or have custody of any such items or facilities when it is within the scope of the investigative or related follow up procedures.

All investigations of alleged wrongdoing will be conducted in accordance with applicable laws and Town procedures.

Reported Incident Follow Up Procedures

Care must be taken in the follow up of suspected misconduct and dishonesty to avoid acting on incorrect or unsupported accusations, to avoid alerting suspected individuals that follow up and investigation is underway, and to avoid making statements which could adversely affect the Town, employee, or other parties.

Accordingly, the general procedures for follow and investigation of reported incidents are as follows:

1. Employees and others must immediately report all factual details as indicated above under Policy and Responsibilities.
2. The Police Department and/or Town Administrator have the responsibility to follow up and, if appropriate, investigate all reported incidents.
3. All records related to the reported incident will be retained wherever they reside.
4. No communication with the suspected individuals or organizations should occur while the matter is under investigation.
5. The Police Department and/or Town Administrator will also notify the Finance Director of all reported incidents so that it may be determined whether this matter should be brought to the attention of the Auditors.
6. The Police Department and/or Town Administrator may also obtain legal advice at any time throughout the course of an investigation or other follow up activity on any matter related to the report, investigation or other follow up activity on any matter related to the report, investigation steps, proposed disciplinary action or any anticipated litigation.
7. Neither the existence nor the results of investigations or other follow up activity will be disclosed or discussed with anyone other than those persons who have a legitimate need to know in order to perform their duties and responsibilities effectively.
8. All inquiries from an attorney or any other contacts from outside of the municipal government, including those from other law enforcement agencies or from the employee under investigation, should be referred to the Police Department and/or Town Administrator.

Investigative or other follow up activity will be carried out without regards to the suspected individual's position or level, or relationship with the municipality.

Questions or Clarifications Related to this Policy

All questions or other clarifications of this policy and its related responsibilities should be addressed to the Town Administrator, who shall be responsible for the administration, revision, interpretation, and application of this policy.

Effective Date: _____

Board of Selectmen

Julie Kavanagh

Larry Ballantine

Don Howell

Mike MacAskill

Ed McManus

Acknowledgement

My signature signifies that I have read the Policy on Fraud Risk and that I understand my responsibilities related to the prevention, detection and reporting of suspected misconduct and dishonesty.

Signature: _____

Printed Name: _____

Date Signed: _____



Harwich Fire Station 2

April 30, 2018

Bid Results with Budget

Base Bid

Description	Subtotals	Total	Comments
Mill City Construction Bid	\$5,645,432		<i>Bid value as received on April 26th.</i>
Owner's Construction Contingency (5% of construction cost)	\$284,568		
Construction Cost Total:	\$5,930,000		
Equiping Costs			
Security & Access Control	\$100,000		<i>Allowance based on estimated cost</i>
Firematic Equipment	\$50,000		<i>Allowance</i>
Relocate & Expand Vehicle Exhaust System	\$55,000		<i>Allowance based on reuse of existing equipment</i>
Furniture & Furnishings	\$95,000		<i>Allowance</i>
Communications Equipment	\$50,000		<i>Allowance owner to verify</i>
Network & Computers	\$50,000		<i>Allowance owner to verify</i>
Owner's Indirect Costs			
Geotechnical Field Observation	\$11,000		<i>Allowance</i>
Arch. & Eng. Fees (Phase II)	\$214,240		<i>Balance of design team fee not including phase I Hired by town for field observation</i>
Clerk of the Works	\$90,000		
Hazardous Material Monitoring	\$4,100		<i>Allowance based on report</i>
Utility Backcharge	\$25,000		<i>Allowance</i>
Moving	\$25,000		<i>Allowance</i>
Bid Doc Reproduction / Miscellaneous	\$5,000		<i>Assume OnLine Service</i>
Legal/Advertising	\$5,000		<i>Allowance</i>
Material Testing	\$25,000		<i>Allowance</i>
Indirect Project Costs (Fees, F&E, Bidding, Testing, etc.)	\$804,340		
Owner's Contingency (2% of all costs)	\$15,660		
Subtotal Indirect Costs:	\$820,000		
Total Project Cost:	\$6,750,000		

KAESTLE BOOS
associates, inc

August 01, 2018

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

**Re: Expanded Proposal for Harwich Fire Station #2
Construction Contract Administration Services (Phase II)**

Dear Mr. Clark:

In response to the requirement to provide a separate fee proposal for Construction Contract Administration services, Kaestle Boos Associates, Inc. (KBA) is pleased to submit this proposal.

Work Scope:

The scope of the professional services required for this phase of the project are as described in our Owner-Architect Agreement dated September 1, 2017 and detailed below:

Following the execution of the Owner-Contractor Agreement, KBA will undertake certain of the obligations of administering the Owner-Contractor Agreement on behalf of the Owner. Services during this phase include, but are not necessarily limited to:

1. Furnish the General Contractor with information for establishing lines and grades and such supplemental drawings as are reasonably needed to implement the intent of the Construction Contract Documents;
2. In accordance with schedules developed by the Contractor and approved by KBA, review and act upon samples, schedules, shop drawings and other submissions from the General Contractor;
3. Prepare, maintain and update logs for all submittals;
4. Visit the site bi-weekly or as otherwise agreed to by the parties, and observe the progress of the Work, attend job meetings, and prepare and distribute meeting minutes, and to determine in general if the Work observed is being built in a manner indicating the Work when completed will be in accordance with approved Construction Contract Documents;
5. Collaborate with the on-site Clerk of the Works to identify and monitor issues of concern relative to the progress of the Work, and establish communications processes to help assure

416 Slater Road, P.O. Box 2590, New Britain, CT 06050-2590

Phone: 860-229-0361 ▲ Fax: 860-229-5303

Additional office located in Massachusetts

Email: kba@kba-architects.com ▲ Web: www.kba-architects.com

- that matters of mutual concern are exchanged on a timely basis with one another, the OPM, and Owner;
6. Make recommendations on rejection of any Work observed by the Designer that fails to conform to the Construction Contract Documents, and observe corrected Work;
 7. Review and recommend appropriate action for proposed requests for changes and where required by the Owner, prepare documents associated with requests for a change in any Construction Contract Documents;
 8. Decide all questions regarding interpretation of, or compliance with, the Construction Contract Documents, except as the Owner may in writing otherwise determine;
 9. Receive and submit to the Owner's Project Manager all requisitions for payment submitted by the General Contractor in the form required by the Owner. KBA will establish procedures with the Contractor for advance notification of requisition and/or draft version processing;
 10. Perform inspections of the work as necessary to prepare a punch list identifying each incomplete or deficient Work item and performing re-inspections to authorize removal of satisfactorily completed Work items from the punch list, or to determine that the Project is complete. In association with the OPM, a cost shall be assigned to each incomplete or deficient Work item when it has been determined that the Project has reached Substantial Completion;
 11. Receive and review the Record Drawings as submitted by the General Contractor, and receive all maintenance and operating manuals, occupancy permits, guarantees and other similar relevant materials; and
 12. Issue the Certificate of Substantial Completion of Construction;
 13. KBA will maintain a Total Project Budget which will be reviewed monthly with the department and committee when processing monthly invoices.

These Services are expected to be completed approximately fourteen (14) months after the execution of the Owner-Contractor Agreement. KBA will meet monthly with the Harwich Fire Station Building Committee during this phase.

Fee Proposal:

We propose to provide the above-described professional services for a lump sum fee of **Two Hundred Eight Thousand Eight Hundred Fifty Dollars (\$208,850)**. We further recommend that an additional Twenty Thousand Dollars (\$20,000) be set aside to cover and additional services

required during the construction phase and reimbursable expenses as established by the Agreement.

Additional Services:

1. Testing and Inspectional Services -

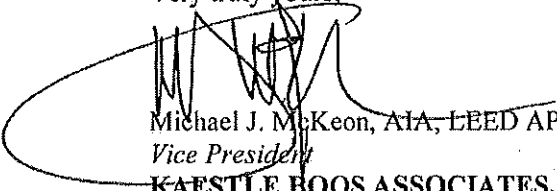
KBA will retain the services of an independent testing agency which will be invoiced on an hourly basis determined by the consultant's proposed hourly minimum with our reimbursable mark-up.

2. On-site Geotechnical Inspections -

KBA will retain the geotechnical engineering company from the design phase to perform on-site soil inspections & classifications for bottom of excavation/placement of foundation footings as required by the Massachusetts state building code. This service will be invoiced on an hourly basis with an anticipated maximum of Twelve Thousand Six Hundred Fifty Dollars (\$12,650) inclusive of KBA's administrative mark-up fee.

We appreciate the opportunity to submit this proposal and look forward to continuing our work with the Town of Harwich, The Harwich Fire Department and the Fire Department Building Committee on the further development of this important Town Project.

Very truly yours,



Michael J. McKeon, AIA, LEED AP
Vice President
KAESTLE BOOS ASSOCIATES, INC.

MJM:mam

AGREEMENT FOR TOWN OF HARWICH

The following provisions shall constitute an Agreement between the Town of Harwich, acting by and through its Board of Selectmen, hereinafter referred to as "Town," and Axon Enterprise, Inc., with an address of 17800 N. 85th St., Scottsdale, AZ 85255, hereinafter referred to as "Contractor", effective as of the ____ day of _____, 201__. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town with TASER 60 Unlimited, including the scope of services set forth in Attachment A.

ARTICLE 2: TIME OF PERFORMANCE:

The term of this Agreement shall be five years as stated in the TASER 60 Unlimited Terms and Conditions.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$65,700.00. The Contractor shall submit annual invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein:

1. This Agreement.
2. TASER 60 Unlimited Terms and Conditions
3. Axon's Quote, attached hereto as Attachment A
2. Amendments, or other changes mutually agreed upon between the parties.
3. All other attachments to the Agreement.

In the event of conflicting provisions, the documents will take precedence in the order listed above.

ARTICLE 5: CONTRACT TERMINATION:

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

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

ARTICLE 6: INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly from the contract, to the extent caused by any negligent act, error or omission, or willful misconduct of Contractor, except in the case of negligent acts, omissions or willful misconduct of the Agency or claims that fall under Workers Compensation coverage. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement to the extent caused by any negligent act, error or omission, or willful misconduct of Contractor, except in the case of negligent acts, omissions or willful misconduct of the Agency or claims that fall under Workers Compensation coverage. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 7: AVAILABILITY OF FUNDS:

The compensation provided by this Agreement is subject to the availability and appropriation of funds.

ARTICLE 8: APPLICABLE LAW:

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

ARTICLE 9: ASSIGNMENT:

Neither Party shall make any assignment of this Agreement without the prior written approval of the other Party. Contractor may assign or otherwise transfer this Agreement or any of Contractor's rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of Contractor's assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.

ARTICLE 10: AMENDMENTS:

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

ARTICLE 11: INDEPENDENT CONTRACTOR:

The Contractor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement and shall not be considered an employee or agent of the Town for any purpose.

ARTICLE 12: INSURANCE:

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

General Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage	\$1,000,000 per occurrence
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Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured and which include a thirty day notice of cancellation to the Town.

ARTICLE 13: SEVERABILITY:

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be

deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

ARTICLE 14: ENTIRE AGREEMENT:

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

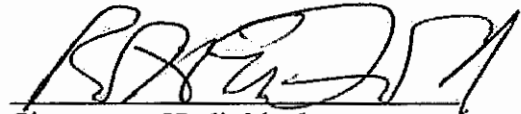
ARTICLE 15: COUNTERPARTS:

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a counterpart original.

CERTIFICATION AS TO PAYMENT OF STATE TAXES

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, Robert Driscoll, authorized signatory for the Contractor do hereby certify under the pains and penalties of perjury that said Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

86-0741227
Social Security Number or
Federal Identification Number


Signature of Individual or
Corporate Name

By:
Corporate Officer
(if applicable)

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

CONTRACTOR

By



Robert Driscoll
VP, Associate General Counsel

TOWN OF HARWICH

by its Board of Selectmen Over \$50,000

by its Town Administrator Under \$50,000

Approved as to Availability of Funds:

Finance Director (\$ _____)
Contract Sum

Town Administrator



Axon Enterprise, Inc.'s TASER 60 Unlimited Terms and Conditions

These TASER 60 Unlimited Terms and Conditions (**Agreement**) apply to your purchase from Axon Enterprise, Inc. (**Axon**) under TASER 60 Unlimited. TASER 60 Unlimited provides CEW hardware extended warranty coverage, CEW Products, and CEW accessories. The initial delivery, and each year thereafter, will also include 3 training cartridges. For the initial delivery of duty cartridges, X26 users will receive 2 duty cartridges, while X2 users will receive 3 duty cartridges. One PPM battery per user will be delivered to the Agency in Year 3 of this Agreement, unless otherwise requested. In the event the Agency is purchasing TASER 60 Unlimited for use with TASER CAM, the Agency will not receive the PPM or a substitute.

1. **Term.** The term start date is based upon the initial shipment date of the hardware covered under TASER 60 Unlimited (**Start Date**). The TASER 60 Unlimited term will end 5 years after the Start Date (**Term**).
2. **TASER 60 Unlimited Requirements.** In order to make a purchase under TASER 60 Unlimited, the Agency must purchase the TASER 60 Unlimited plan for each TASER Conducted Electrical Weapon (**CEW**) user. A CEW user includes an officer that uses a Conducted Electrical Weapon (**CEW**) in the line of duty, as well as officers that only use a CEW for training purposes. The Agency may not resell cartridges or batteries received under the TASER 60 Unlimited Program. The Agency may only request additional PPMs and duty cartridges as PPMs and duty cartridges are consumed in the line of duty, which will be provided by Axon at no charge. Upon reasonable notice, Axon reserves the right to audit the Agency's use of force records if the Agency is ordering more cartridges or batteries than is customary compared to an Agency of similar size. In the event the audit determines the Agency's use of force records do not support the Agency's reported cartridge and battery use, the Agency will pay the MSRP of each cartridge and battery delivered to the Agency beyond what was supported by the Agency's use of force records.
3. **Payment Terms.** Axon invoices for the TASER 60 Unlimited plan on an annual basis. Agency will be invoiced upon the Start Date and then upon the anniversary of the Start Date for the remainder of the Term. Invoices are due to be paid within 30 days of the date of invoice.

Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding. For users added in the middle of any annual cycle, the Agency will pay a true-up fee for those additional users. These additional licenses will be co-termed with the Agency's existing licenses. Additional users that are added before the third year payment will receive a PPM, while additional users that are added after the third year payment will not receive a PPM.

4. **Taxes.** Unless the Agency provides a valid and correct tax exemption certificate applicable to the purchase and ship-to location, the Agency is responsible for sales and other taxes associated with the order.
5. **Shipping; Title; Risk of Loss; Rejection.** Axon reserves the right to make partial shipments and products may ship from multiple locations. All shipments are E.X.W. via common carrier and title and risk of loss pass to the Agency upon delivery to the common carrier by Axon. The Agency is responsible for all freight charges. Any loss or damage that occurs during shipment is the Agency's responsibility. Shipping dates are estimates only.
6. **Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.
7. **Hardware Limited Warranty.** Axon warrants that its law enforcement hardware products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. Axon-Manufactured Accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-Axon manufactured accessories are covered under the manufacturer's warranty. If Axon determines that a valid warranty claim is received within the warranty period, Axon



Axon Enterprise, Inc.'s TASER 60 Unlimited Terms and Conditions

agrees to repair or replace the Product. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.

8. **Warranty Limitations.** The warranties do not apply and Axon will not be responsible for any loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the Product's use; (b) damage caused by use with non-Axon products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by Axon; (c) damage caused by abuse, misuse, intentional or deliberate damage to the product, or force majeure; (d) damage to a Product or part that has been repaired or modified by persons other than Axon authorized personnel or without the written permission of Axon; or (e) if any Axon serial number has been removed or defaced.

To the extent permitted by law, the warranties and remedies set forth above are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement. Axon's cumulative liability to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon product will not exceed the purchase price paid to Axon for the product or if for services, the amount paid for such services over the prior 12 months preceding the claim. In no event will either Party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.

9. **Warranty Returns.** If a valid warranty claim is received by Axon within the warranty period, Axon agrees to repair or replace the Product which Axon determines in its sole discretion to be defective under normal use, as defined in the Product instructions. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option. For warranty return and repair procedures, including troubleshooting guides, please go to Axon's website www.axon.com/support.

A replacement product will be new or like new and have the remaining warranty period of the original product or 90 days from the date of replacement or repair, whichever period is longer. Any replacement item becomes Purchaser's property and the replaced item becomes Axon's property.

10. **TASER 60 Unlimited Warranty Coverage.** TASER 60 Unlimited includes extended warranty coverage for the TASER CEW handle and as described in the Hardware Limited Warranty. TASER 60 Unlimited warranty coverage starts at the beginning of the Term and continues as long as the Agency continues to pay the required annual fees for TASER 60 Unlimited during the Term. The Agency may not have both an optional extended warranty and TASER 60 Unlimited on the TASER CEW product.

11. **Spare Product.** For orders of more than 30 units, Axon will provide a predetermined number of Spare Product for the TASER CEW hardware listed in the Quote ("Spare Products") to keep at the Agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. The Agency must return to Axon, through Axon's RMA process, any broken or non-functioning units for which a Spare Product is utilized, and Axon will repair or replace the non-functioning unit with a replacement product. Axon warrants it will repair or replace the unit which fails to function for any reason not excluded by the warranty coverage, during the Term with the same product or a like product, at Axon's sole option. Within 30 days of the termination of this Agreement for any reason the Agency must return to Axon all Spare Products. The Agency will be invoiced for and are obligated to pay to Axon the MSRP then in effect for all Spare Products not returned to Axon.

12. **Product Warnings.** See our website at www.axon.com for the most current product warnings.



Axon Enterprise, Inc.'s TASER 60 Unlimited Terms and Conditions

13. **Design Changes.** Axon reserves the right to make changes in the design of any of Axon's products and services without incurring any obligation to notify the Agency or to make the same change to products and services previously purchased. Axon may replace end of life products with the next generation of that product without notifying the Agency.
14. **TASER 60 Unlimited Termination.** If an invoice for TASER 60 Unlimited is more than 30 days past due, then Axon may terminate TASER 60 Unlimited. Axon will provide notification that TASER 60 Unlimited coverage is terminated. Once TASER 60 Unlimited coverage is terminated for any reason, then:
 - 14.1. TASER 60 Unlimited coverage will terminate as of the date of termination and no refunds will be given.
 - 14.2. The Agency will be invoiced and obligated to pay for the remainder of the MSRP for TASER 60 Unlimited Products received before the termination date. In the case of termination for non-appropriations, Axon will not invoice the Agency if the Agency returns the CEW, battery, holster, and unused cartridges to Axon within 30 days of the date of termination.
 - 14.3. The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 60 Unlimited plan.
15. **Excusable Delays.** Axon will use commercially reasonable efforts to deliver all products and services ordered as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond Axon's reasonable control Axon has the right to delay or terminate the delivery with reasonable notice.
16. **Proprietary Information.** The Agency agrees that Axon has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute Axon products and services, and that the Agency will not directly or indirectly cause any proprietary rights to be violated.
17. **Import and Export Compliance.** In connection with this Agreement, each Party will comply with all applicable import, re-import, export, and re-export control laws and regulations.
18. **Assignment.** The Agency may not may assign or otherwise transfer this Agreement without the prior written approval of Axon.
19. **Severability.** This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.
20. **Governing Law; Venue.** The laws of the state where the Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the Parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
21. **Entire Agreement.** This Agreement, the TASER Assurance Plan Appendix (if applicable), and the quote provided by Axon, represents the entire agreement between the Parties. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Parties, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are, on the date of



Axon Enterprise, Inc.'s TASER 60 Unlimited Terms and Conditions

signature, duly authorized to execute this Agreement.

Axon Enterprise, Inc.

Signature: _____

Name: Robert Driscoll

Title: VP, Assoc. General Counsel

Date: 8/23/18

Agency

Signature: _____

Name: _____

Title: _____

Date: _____



Axon Enterprise, Inc.'s TASER 60 Unlimited Terms and Conditions

TASER Assurance Plan (Purchased with TASER 60 Only) Appendix

If The TASER Assurance Plan or "TAP" has been purchased in addition to the TASER 60 Unlimited plan, this Appendix will apply to the Agency's purchase. TAP provides Upgrade Models at the end of the TAP Term. TAP only applies to the Axon Product listed in the Quote with the exception of any initial hardware or any software services offered for, by, or through the Evidence.com website. The Agency may not buy more than one TAP for any one covered Product.

- 1 **TAP Term.** The TAP Term start date is based upon the shipment date of the hardware covered under TAP. If the shipment of the hardware occurred in the first half of the month, then the Term starts on the 1st of the following month. If the shipment of the hardware occurred in the second half of the month, then the Term starts on the 15th of the following month. TAP for CEWs is a 5 year term.
- 2 **TAP Upgrade Models.** Any Products replaced within 6 months prior to the scheduled upgrade will be deemed the upgrade. Within 30 days of receiving an upgrade, the Agency must return the original Products to Axon or destroy the Products locally and provide a certificate of destruction to Axon that includes the serial numbers for the destroyed Products. If the Agency does not return the Products to Axon or destroy the Products, Axon will deactivate the serial numbers for the Products received by the Agency.

If the Agency makes all TAP CEW payments, 5 years after the start of the TAP Term, Axon will provide the Agency with a new CEW that is the same Product or a like Product, in the same weapon class (**CEW Upgrade Model**), as well as a battery. The Agency may elect to receive the CEW Upgrade Model anytime in the 5th year of the TAP term as long as the final payment has been made.

- 3 **TAP Termination.** If an invoice for TAP is more than 30 days past due or the Agency defaults on its payments for the Evidence.com Services, then Axon may terminate TAP and all outstanding Product related TAPs. Axon will provide notification that TAP coverage is terminated. Once TAP coverage is terminated for any reason, then:
 - 3.1. TAP coverage will terminate as of the date of termination and no refunds will be given.
 - 3.2. Axon will not and has no obligation to provide the free upgrades.
 - 3.3. The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TAP.
 - 3.4. If the Agency received a credit towards the first TAP payment as part of a trade-in promotion, then upon cancellation/termination the Agency will be assessed a \$100 cancellation fee for each covered product.

▲, ▲ AXON, Axon, TASER CAM, and TASER are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit www.axon.com/legal. All rights reserved. © 2017 Axon Enterprise, Inc.

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Christopher Clark, *Town Administrator*
Evan N. Melillo, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA



To: All Boards and Committees and Departments

From: Christopher Clark, Town Administrator

Cc: Board of Selectmen
Capital Outlay Committee
Finance Committee
Monomoy Regional School District (see Note pg. 2)
Cape Cod Tech (see Note pg. 2)
Water Commission (see Note pg. 2)

Re: FY 20 through 26 Capital Budgeting Forms and Process

Date: Wednesday, August 22, 2018

We're in the process of commencing the FY 20 budget cycle. One of the first steps in this process will be the determination of the capital budgeting needs of the Town of Harwich. Administration is utilizing the same format as last year with updated forms. The capital budgeting forms are attached. Departments seeking Community Preservation Applications must also complete the applicable Capital Budget Form. The intent of these forms are to provide consistent and comprehensive information for the decision-makers in the FY 20 and beyond budget process. I would ask that all boards committees and departments review these forms carefully and prepare and submit a comprehensive submission of your anticipated capital budgeting needs for the next seven years. I am seeking as much specificity as possible for FY 20 and 21 and to have for planning purposes anticipated expenditures from FY 22 through 26. Please note that any Capital Item that has not been historically included in the Operating Budget should be identified and a form completed. Administration has to identify funding sources for all projects. I would ask that these forms be completed and submitted back by **Friday, September 21, 2018.**

Attached to this email you will find two capital request forms in Excel. The **first form is a capital projects request form** that is designed to be a catchall form for all projects that meet the capital budgeting criteria of having an acquisition, construction or renovation of buildings, equipment or land having a total cost of \$50,000 or more during any budget year and planning funds for such capital outlay. The intent of this form is to provide for a comprehensive understanding of a project. An example of the process of a building renovation will include a feasibility study, design criteria and bidding, construction and ongoing operational expenses. The form includes several drop-down menus and lays out hopefully in an orderly fashion some of the comprehensive items for a board, committee or department to consider in the request. Attached to each form as well is an instruction sheet that walks through the different elements to consider for such

requests. If under \$50,000, please note and submit a Capital form for review by Administration and the Capital Outlay Committee.

The **second form is for capital equipment** requests which would be more refined to vehicles and equipment such as generators, servers or other larger pieces of equipment. As noted above the definition of capital outlay includes the threshold amount of \$50,000 as an indicator of what a capital request is versus and operational requests. Equipment that is below the threshold amount, or historically in the operating budget, should be put into operating capital and included in the operating budget instead of on a capital budgeting form. I would request that the completion of the capital equipment forms specifically for vehicles that a greater emphasis be placed on the FY 20 vehicle replacements with each vehicle being identified on an individual form and then for FY 21 through 26, one form be completed that shows a vehicle schedule perhaps something similar to our insurance fleet schedule be shown to identify the number of vehicles in the estimated costs per year for this duration. I would encourage that departments attempt to round out their replacement requests to have as consistent as possible the amount per year in lieu of having years in which there are no requests and then one year that contains numerous vehicles and a large request. This assistance will aid Administration and the finance team in attempting to finance such a project.

The intent of the forms are to promote an enhanced understanding of the needs of the community for the long-term so that our capital financing and debt financing plans can be designed to attempt to meet a portion of the needs in a consistent manner. You are strongly encouraged to fill out forms for items that you anticipate in the out years to facilitate this process even though you do not have extensive details. By way of example if there is a building with a roof that is anticipated to reach the end of its useful life in FY 26 it would be helpful to know that sooner than later. It is also understood that sometimes capital needs emerge sooner than anticipated but the intent would be to minimize these requests as much as possible. The form includes and index for inflation for later year projects. Please use a construction inflation number of 5% per year. If the current project estimate for FY 20 is \$100,000 then the index for inflation for FY 21 would be \$105,000 and so on compounded.

I have also included the final Summary of Requests from FY 19 which includes items approved by CPC and Town Meeting. You should review out year items from last year and make necessary adjustments.

If you have any questions or concerns in regards to the completion of the forms or the instructions provided please do not hesitate to contact me so we can work through those concerns.

NOTE: Schools/Water

Administration requests a copy of your individual Capital Plans for inclusion in our plan. Administration seeks to inform the community of your plans as they interrelate with Town Government.

Capital Project Data Required

(Excluding Equipment)

1. Department/Activity
2. Date Prepared
3. Contact person and phone and email
4. Project Title
5. Departmental priority:
 - a. Sequence: 1-3 (1 being the highest priority). There can only be one #1 project, one #2 project etc.
6. Purpose of Capital Project Request Form
 - a. Add a new project
 - b. Modify a project already in the pipeline
 - c. Delete a project
7. Location of project: Designate a location of the project or boundary limits
8. Description of project
9. Justification for project and useful life
10. Requested Cost Estimates: (not including any interest), by year. State how many phases if this is a multi-phase project.
 - a. Enter in 5% compounded per year if your estimate is indexed for inflation
 - b. State the reliability of cost estimates and sources of same
11. Project Cost Summary:
 - a. Enter all costs required for question 11 and total cost
 - b. Add reliability of costs and where costs were obtained as attachment
12. Recommend Method of Financing:
 - a. Enter all financing required for question 12 and total financing
 - b. Add reliability of financing and where sources were obtained as attachments
 - c. If borrowing is a funding source, amount of annual debt service and term
13. Net Impact on Operating Costs
 - a. Enter all direct and indirect costs required for question 13 and total cost
 - b. Add reliability of costs and where costs were obtained as attachment
14. Net Impact on Municipal Income (Revenue Gained)
 - a. Enter all income required for question 14 and total income
15. Authorities
 - a. Department/committee sign off
 - b. TA sign off
 - c. COC recommendation sign off

Attach any exhibits that further flesh out the nature and scope of the project, including any documents supporting the reliability of estimates.

Capital Project Data Required
(Equipment or Major Rental/Lease)

1. Department/Activity
2. Date Prepared
3. Contact person and phone and email
4. Item Requested/Justification
5. Number of Units Requested
6. Form of Acquisition: Enter Purchase or Lease
7. Departmental priority 1-3 (1 being the highest priority). There can only be one #1 project, one #2 project etc.
8. Cost: Enter all costs required for question 8 and total net purchase cost or annual lease
 - a. Annual Operating Costs
 - i. Fuel
 - ii. Maintenance
 - iii. General administration costs
 - iv. If borrowing is a funding source, amount of annual debt service and term
 - v. State reliability of cost estimates and sources of same in an attachment
 - b. Trade-in/Discounts/Revenue opportunities (if any)
 - i. Other income (specify sources and timing)
 - ii. Gain from sale of assets or trade in
 - iii. State source of estimates and their reliability in an attachment
9. Requested Expenditures for: Enter in expenditures from 2016-2022
 - a. Enter in 5% compounded per year if your estimate is indexed for inflation
10. Purpose of Expenditure
 - a. Scheduled replacement
 - b. Replace worn-out equipment
 - c. Reduce personnel time (quantify)
 - d. Expanded service
 - e. New operation
 - f. Increased safety
 - g. Improve procedures
 - h. Improve records
11. Number of Similar Items in Current Inventory
12. Estimated use of requested items
 - a. Weeks per year
 - b. Average days per week
 - c. Average hours per day used
 - d. Estimated useful life in years

13. Items to be Replaced
 - a. Enter in all required information
14. Disposition options for replacement acquisition (describe the asset being disposed of: Item, Make, Year, Annual Maintenance cost, condition) in an attachment
 - a. Sell
 - b. Trade
 - c. Repurpose as possible use by another town agency
 - d. Transfer outside the town
15. Authorities
 - a. Department/committee sign off
 - b. TA sign off
 - c. COC recommendation sign off

Attach any exhibits that further flesh out the nature and scope of the project, including any documents supporting the reliability of estimates.

**CAPITAL EQUIPMENT REQUEST
for PURCHASE or MAJOR LEASE**

1 Department: _____
 3 Contact Name: _____
 Phone #: _____
 Email: _____

2. Date Prepared: _____

4. Item Requested/
Justification: _____

5. Number of Units Requested:

6. Form of Acquisition (x):

7. Department Priority (1-3):
1 highest

8. Cost:

1. Purchase price or annual lease:
Attach lease/Purchase Analysis

2. Plus:
Acquisition, Installation or other costs
(Annual Operating Costs)

3. Less:
Trade-in or other discount:
(Cost Savings/Revenue)

Net purchase cost or annual lease: _____

Per Unit	Total
	\$ -
	\$ -

9. Requested Expenditures for:

2020	2021	2022	2023	2024	2025	2026

If your estimate is indexed for inflation, indicate adjustment percentage (%) used: _____

10. Purpose of Expenditure:

11. Number of Similar Items in Current Inventory: _____

12. Estimated Use of Requested Item(s):

_____ Weeks per year (or months if seasonal)

_____ Average days per week

_____ Average hours per day used

Estimated useful life in years: _____

13. Items to be Replaced:

	Item	Model	Fixed Asset Number	Year Acquired	Mileage/ Hours used	Prior Fiscal Year's	
						Maintenance Cost	Lease Cost
a.							
b.							
c.							
d.							

14. Recommended Disposition of Replaced Item(s) :
 Sell, Trade, Repurpose, Transfer outside of Town

Reserved:

Committee Sign-Off:
 Town Administrator Sign-Off:
 COC Sign-Off:

CAPITAL PROJECTS REQUEST

1. Department: _____
 3. Contact Person: _____
 Phone #: _____
 Email Address: _____

2. Date Prepared: _____

4. Project Title: _____
 5. Department Priority: _____
 Sequence: _____

6. Purpose of Project Request Form:

Add a new item to the program

7. Location: _____

8. Description: _____

9. Justification and Useful Life: _____

10. Requested Cost Estimates for:

2020*	2021*	2022	2023	2024	2025	2026

If your estimate is indexed for inflation, indicate adjustment percentage (%) used: _____

Multi-Phase Project: Yes or No How many years to complete? _____ Reliability of Cost Estimates: Strong, Average, Weak

11. Project Cost Summary:

Property acquisition:	_____
Planning / Engineering / Legal:	_____
Construction:	_____
Furnishings / Equipment:	_____
Contingency / Other:	_____
TOTAL COST:	_____

12. Recommended Method of Financing:

Taxes / Current revenues:	_____
Grants:	_____
Finance - Lease / Bonds:	_____
Capital reserve:	_____
Other:	_____
TOTAL FINANCING:	\$ _____

13. Net Impact on Operating Costs (+ or -):

Direct Operating Costs

Personnel: # of employees:	_____
Personnel: Full Salary/Benefit t	_____
Purchased services:	_____
Materials and supplies:	_____
Equipment purchases:	_____
Utilities:	_____
Other:	_____

Indirect Operating Costs

Fringe benefits:	_____
General administrative costs:	_____
Other:	_____
TOTAL OPERATING COSTS:	\$ _____

14. Net Impact on Municipal Income (+ or -):

Taxes:	_____
Other income/Grants:	_____
Gain or loss from sale of replaced asset:	_____
TOTAL IMPACT ON INCOME:	\$ _____

Reserved:

Committee Sign-Off: _____

Town Administrator Sign-Off: _____

COC Sign-Off: _____

*Individual sheet p/vehicle. Provide Fleet schedule with anticipated replacements.

CPC, TA and Capital Outlay Committee Recommendations		TOWN OF HARWICH CAPITAL BUDGET REQUEST SUMMARY (FY 19 TO 25)											Original 9/22/2017	Revision: 5/4/2018	
Department	Project	ATM #	P	Funding Source	BOS/CPC Approved	TA Rec	COC Rec	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	Notes
ADMINISTRATION															
Admin	Harwich Center Initiative - Streetscape Only		1B						\$ 50,000	\$ 500,000					Potential TIP Funds
Admin	Albro House - Status Assessment	50	1A	CPC - Historic	\$ 2,500	\$ 2,500	Under \$50K	\$ 2,500							CPC - Historic
Admin	Walkway Reconstruction Rte 28 SAQ to Harwichport	10	3B	FC		\$ 250,000	\$ 250,000	\$ 250,000							Town or MassDOT
Admin	Walkway Reconstruction Bank Street Center to Rte 28		2B				\$ -		\$ 231,000						
Admin	Demolition of Former West Harwich School on Bells Neck		2B			\$ -	Under \$50K	\$ 30,000	\$ -	\$ -					Keep land Gen. Mun. Use
Admin	Two Year Plan in Place for Reuse of Middle School Building on Sisson		1B							\$ 50,000					Placeholder ONLY
ADMIN SUB-TOTAL						\$ 252,500	\$ 250,000	\$ 282,500	\$ 281,000	\$ 550,000	\$ -	\$ -	\$ -	\$ -	
CEMETERY															
Cemetery	Mount Pleasant Cemetery Gravestone Conservation	50	1A	CPC - Historic	\$ 49,900	\$ 49,900	Under \$50K	\$ 49,900							CPC - Historic
Cemetery	Pet Crematory	26	1A	Cemetery Rev.		\$ -	\$ -	\$ 486,000							\$345K Steel Building \$141K Cont
Cemetery	BLP 500 M2 Animal Cremation Retort (Cremation Device)	26	1A	Cemetery Rev.		\$ -	\$ -	\$ 91,950							New Revenue to Offset Costs
Cemetery SUB-TOTAL						\$ 49,900	\$ -	\$ 627,850	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
COMMUNITY CENTER															
Community Center	Computer Replacement Entire Building	4	1A	OB		\$ 15,600	Under \$50K	\$ 15,600							
Community Center	Roof Replacement- (See Facility Maintenance)		1B							\$ -	\$ -	\$ -	\$ -		
Community Center	Generator Replacement (See Facility Maintenance)		1A							\$ -	\$ -	\$ -	\$ -		
Community Center	Basement Constructions of Public Records Storage	50	1B	CPC-Historic	\$ 120,275	\$ 120,275	\$ 120,275	\$ 120,275							CPC - Historic
COMMUNITY CENTER SUB-TOTAL						\$ 135,875	\$ 120,275	\$ 135,875	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
CONSERVATION															
Conservation	Harwich Artificial Reef (Additional Project)		1B					\$ -			\$ 250,000	\$ -			
Conservation	Preservation of the Judah Eldredge Property	55	1A	CPC - OS	\$ 159,000	\$ 159,000	\$ 319,000	\$ 369,000							CPC-Open Space
	Preservation of the Judah Eldredge Property	55		CPC-UN/Rec	\$ 210,000	\$ 210,000	\$ 50,000								(COC Approves Pending CPC)
Conservation/REOS	Eldridge/Cornelius Pond Property - Conservation Restriction over 15 Acres	56		CPC - OS	\$ 200,000	\$ 200,000	\$ 25,000	\$ 200,000							CPC-Open Space (HCT \$850K)
	Eldridge/Cornelius Pond Property - Conservation Restriction over 15 Acres					\$ -	\$ 175,000								
Conservation	Shore Stabilization/Jetty Extension Red River Beach		1B						\$ 100,000	\$ -					
CONSERVATION SUB-TOTAL						\$ 569,000	\$ 569,000	\$ 569,000	\$ 100,000	\$ -	\$ 250,000	\$ -	\$ -	\$ -	
ENGINEERING															
Engineering	MS4 Municipal Surface Drainage Plan and Improvements	4		OB		\$ 25,000	Under 50K	\$ 25,000		\$ 250,000					FY 21 Very Preliminary
Engineering	Pleasant Lake Avenue Crossing Lights	50		CPC-UN/Rec	\$ 27,000	\$ 27,000	Under 50K	\$ 27,000							CPC - Recreation
ENGINEERING SUB-TOTAL						\$ 52,000	\$ -	\$ 52,000	\$ -	\$ 250,000	\$ -	\$ -	\$ -	\$ -	
FACILITY MAINTENANCE															
Facility Main.-DPW	Community Center HVAC Controls (Included below)		1						\$ -						
Facility Main.-DPW	Update and Replace the Town's Energy Management System for HVAC (All)	10	1A	FC		\$ 140,000	\$ 140,000	\$ 140,000							
Facility Main.-DPW	Library Preservation (Supplemental Appropriation for Exterior of Building)	50	1A	CPC - Historic	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000							CPC - Historic
	Library Preservation (Supplemental Appropriation for Exterior of Building)					\$ -									Based upon Bids Received
	Budgetary Transfer from Existing Appropriation					\$ -									
	Additional Appropriation					\$ -									
Facility Main.-DPW	Carpet - (Community Center and Town Hall)	10	1B	FC		\$ 130,000	\$ 130,000	\$ 130,000							
Facility Main.-DPW	Highway Barn Metal Roof- Insulation		1B						\$ 230,500						
Facility Main.-DPW	Facility Maintenance Workshop Facility		1B						\$ 250,000						Treasure Chest Could be used
Facility Main.-DPW	Brooks Library Roof		1B							\$ 135,000					
Facility Main.-DPW	Record Storage in Community Center (See Community Center)		1B												
Facility Main.-DPW	Community Center Generator		1B							\$ 99,000					
Facility Main.-DPW	Community Center Fence		1B							\$ 52,000					
Facility Main.-DPW	Community Center Condensing Units		1B								\$ 275,000				
Facility Main.-DPW	Community Center Roof		1B									\$ 240,000			
Facility Main.-DPW	Library Boiler Replacement		1B										\$ 120,000		
Facility Main.-DPW	Community Center Boiler		1B										\$ 120,000		
Facility Main.-DPW	Albro/Brooks Academy Boilers	9	1B	FC		\$ 40,000	Under \$50K	\$ 40,000							
FACILITY MAINTENANCE SUB-TOTAL						\$ 610,000	\$ 570,000	\$ 610,000	\$ 480,500	\$ 135,000	\$ 151,000	\$ 275,000	\$ 240,000	\$ 240,000	

Department	Project	ATM #	P	Funding Source	BOS/CPC Approved	TA Rec	COC Rec	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	Notes
FIRE															
Fire	Police and Fire Radio System (Phase Implementation of Units)		1			\$ -	\$ -	\$ -	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ -	\$ -	4 years at \$250K not 5 at \$200K
Fire	Phase Two - Townwide Radio System	10		FC		\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000						
Fire	Deputy Chief Vehicle Replacement	9		FC		\$ 48,000	Under \$50K	\$ 48,000							
Fire (New)	Nozel and Valve Replacement Program - (Town Funded Portion)	9		FC		\$ 3,750		\$ 3,750							FY 19 Grant - New Request
Fire (New)	Nozel and Valve Replacement Program - (Grant Funded Portion)	9		Grants		\$ 71,250		\$ 71,250							FY 19 Grant - New Request
Fire	Air Pack Replacement Program - (Town Funded Portion)					\$ -	\$ -	\$ -	\$ 15,000						Moved to FY 20 from FY 19
Fire	Air Pack Replacement Program - (Federal/State Grant Funded Portion)					\$ -	\$ -	\$ -	\$ 285,000						Moved to FY 20 from FY 19
Fire	Ambulance Replacement Program	23	1	FC		\$ 340,000	\$ 340,000	\$ 340,000		\$ 357,500		\$ 375,375		\$ 394,145	
Fire	Pumper Truck Replacement Scheduled		1						\$ 600,000	\$ -					
Fire	Ladder Truck Replacement		1								\$ -	\$ -	\$ 1,350,000		Moved from FY 22 to FY 24
Fire	Station 2 Building Upgrade (Construction)	24	1B	DE	\$ -	\$ 6,750,000	\$ 6,750,000	\$ 6,750,000			\$ -				
FIRE SUB-TOTAL						\$ 7,313,000	\$ 7,190,000	\$ 7,313,000	\$ 1,250,000	\$ 607,500	\$ 250,000	\$ 625,375	\$ 1,350,000	\$ 394,145	
GOLF															
Golf	Landscape Reclamation and Major Tree Removal	28	1	Golf Fees		\$ 35,000	Under \$50K	\$ 35,000	\$ 35,000	\$ -					
Golf	Landscape and Hardscape & Operational/Safety Projects in Traffic Config.	29	1	Golf Fees		\$ 50,000	\$ 50,000	\$ 50,000							
Golf	Build New Cart Path (Hole #12, FY 19; #10 FY20, #6 FY 20 (\$24K) #1 FY 21)	4	1	Golf Fees		\$ 24,000	Under \$50K	\$ 24,000	\$ 74,000	\$ 10,000					
Golf	Improvements to Net at Driving Range		1							\$ 28,000	\$ 30,000				
Golf	New Tee Box Improvements (#11 in FY 20),		1						\$ 24,000						
Golf	Golf Course Irrigation Update and System Rebuild		1			\$ -		\$ -	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000		
GOLF SUB-TOTAL						\$ 109,000	\$ 50,000	\$ 109,000	\$ 183,000	\$ 88,000	\$ 80,000	\$ 50,000	\$ 50,000	\$ -	
HARBORMASTER															
Harbormaster	Supplement Saquatucket Harbor Landside Renovations and Improvements		1A			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				Garage Component Bid Separate
	CPC Grant related to SAQ Supplement (\$250K ADA Boardwalk)		T3R			\$ -	\$ -	\$ -	\$ -	\$ -					CPC - Rec (Supplemental Grant)
	ADA Grant related to SAQ Supplement (State Grant \$250K Due by Nov 1)														
	Seaport Grant for Landside (Received \$1.0 m Jan 2018)	30		Grants		\$ 1,000,000	\$ 1,000,000	\$ 1,000,000							
Harbormaster	Wixon Dock Landside Improvements		1B			\$ -	\$ -	\$ -	\$ 50,000		\$ -				
Harbormaster	Herring River Ramp Replacement		1A						\$ 200,000	\$ -					
Harbormaster	Allen Harbor Jetty Reconstruction Study and Construction		1A					\$ 56,000			\$ 2,000,000				
Harbormaster	SAQ Harbor North & East Bulkhead (Offloading Area) Reconstruction		1A									\$ 1,000,000			
Harbormaster	Wychmere Outer Harbor Dredging		1B							\$ -	\$ -	\$ 500,000			
Harbormaster	Study - Wychmere Outer Harbor Jetty		2C							\$ -	\$ -		\$ 75,000		
HARBORMASTER SUB-TOTAL					\$ -	\$ 1,000,000	\$ 1,000,000	\$ 1,056,000	\$ 50,000	\$ 200,000	\$ 2,000,000	\$ 1,000,000	\$ 500,000	\$ 75,000	
LIBRARY															
Library	Library Interior Modifications/Renovations		A			\$ -	\$ -	\$ -	\$ -	\$ 100,000					
Library	Supplemental Library Exterior Preservation(See Facility Maintenance)		1A	CPC - Historic		\$ -	\$ -	\$ -	\$ -	\$ -					CPC - Historic
	Supplemental Library Exterior Preservation (Funding Only)														
Library	Library Preservation and Digitization of Harwich Oracle Newspaper	50	A	CPC - Historic	\$ 10,340	\$ 10,340	Under \$50K	\$ 10,340	\$ -		\$ -				CPC - Historic
LIBRARY SUB-TOTAL						\$ 10,340	\$ -	\$ 10,340	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	
NATURAL RESOURCES															
Natural Resources	Hinckley's Pond Restoration and Public Access Area off of Route 124 (Pond)	57	1A	CPC-OS/Un.	\$ 575,000	\$ 575,000	\$ 450,000	\$ 600,000							CPC-OS
	Hinckley's Pond Restoration and Public Access Area off of Route 124 (Pond)					\$ -	\$ 150,000								
	Hinckley's Pond Restoration and Public Access Area off of Route 124 (Rec)	57		CPC-UN/Rec	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000							CPC- Rec.
Natural Resources	Ford F-150 for Natural Resources Dept	9	1	FC		\$ -	Under \$50K	\$ 29,103							
NATURAL RESOURCES SUB-TOTAL						\$ 650,000	\$ 675,000	\$ 704,103	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
PLANNING															
Planning	Housing Trust/PT Housing Coordinator (\$300K for Trust & \$40K for PT Co.)	58	1	CPC-Housing	\$ 490,000	\$ 490,000	\$ 295,000	\$ 500,000	TBD	TBD	TBD	TBD	TBD	TBD	CPC-Housing
Planning	Housing Trust/PT Housing Coordinator (\$300K for Trust & \$40K for PT Co.)	58	1	CPC-Undes.	\$ 10,000	\$ 10,000	\$ 295,000	\$ 500,000	TBD	TBD	TBD	TBD	TBD	TBD	CPC-Housing
Planning	Local Comprehensive Plan Update		2						\$ 200,000						
PLANNING SUB-TOTAL						\$ 500,000	\$ 590,000	\$ 1,000,000	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	
POLICE															
Police	Taser Replacement (5 year Program - 3 years to Pay)	9		FC		\$ 36,000	\$ 36,000	\$ 36,000	\$ 13,700	\$ 14,400		\$ -	\$ 37,000	\$ 15,000	
Police	Replacement of Bullet Resistant Vests (Town Portion (Project 60%))						Under \$50K	\$ -				\$ 24,000			Below Capital Threshold
	Replacement of Bullet Resistant Vests (Federal 40% State ? Has been 40%)											\$ 16,000			
Police	Ballistic Helmets						Under \$50K	\$ -					\$ 20,000		Below Capital Threshold
Police	Digital Fingerprint Machine (Normal Replacement)						Under \$50K	\$ -		\$ 30,000					Below Capital Threshold
Police	Electronic Sign Board						Under \$50K	\$ -					\$ 24,000		Below Capital Threshold
POLICE SUB-TOTAL						\$ 36,000	\$ 36,000	\$ 36,000	\$ 13,700	\$ 14,400	\$ 30,000	\$ 40,000	\$ 61,000	\$ 35,000	

Department	Project	ATM #	Funding Source	BOS/CPC Approved	TA Rec	COC Rec	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	Notes
PUBLIC WORKS														
Public Works	5 Year Road Maintenance Plan	22	1B DE		\$ 700,000	\$ 700,000	\$ 1,400,000	\$ 1,405,210	\$ 1,494,125	\$ 1,396,072	\$ 1,400,000	TBD	TBD	
			Ch. 90		\$ 700,000	\$ 700,000								
Public Works	West Harwich Route 28 Design(\$100K in FY 19 & Construction via Fed Funds)	22	Incl. in 5-Yr Pl.		\$ -		See Note			\$ 50,000				Design Questions During Con.
	West Harwich Route 28 Design(Construction via Fed Funds)		TIP Fed Grant							\$ 5,600,000				
Public Works	Lower County Road (Maintenance /Not Federal TIP Funds)	1	DE		\$ -	\$ -	\$ -	\$ 4,500,000						Local Funding not TIP request
Public Works	Route 39/Pleasant Bay Road Roundabout (If Needed)	1A			\$ -	\$ -	\$ -	\$ -	\$ 600,000					Delay because other actions
Public Works	Highway Barn Metal Roof- Insulation (See Facility Maintenance)	1												
Public Works	Ford F-350 Dump Truck - Cemetery #18	21	1 FC		\$ 80,000	\$ 80,000	\$ 80,000							
Public Works	Ford F-250 Pick Up - Highway #23	21	1 FC		\$ 55,000	\$ 55,000	\$ 55,000							
Public Works	Ford F-350 Dump Truck - Park #16	21	1 FC		\$ 80,000	\$ 80,000	\$ 80,000							
Public Works	Johnston Sweeper Body - Highway #30	2			\$ -	\$ -	\$ 125,000							
Public Works	Vehicle Listing (FY 18 to 24) Summary	E1					\$ -	\$ 365,000	\$ 325,000	\$ 320,000	\$ 325,000	\$ 320,000	\$ 405,000	
PUBLIC WORKS SUB-TOTAL					\$ 1,615,000	\$ 1,615,000	\$ 1,740,000	\$ 6,270,210	\$ 2,419,125	\$ 7,366,072	\$ 1,725,000	\$ 320,000	\$ 405,000	
REC & YOUTH														
Rec & Youth	2018 Ford Transit Passenger Wagon	9	1 FC		\$ 35,000	Under \$50K	\$ 35,000	\$ -						
Rec & Youth	Bank Street Beach parking Lot Paving /Overlay	10	1B FC		\$ 80,000	\$ 80,000	\$ 98,000	\$ -	\$ -					
Rec & Youth	Pleasant Road Beach Parking Lot Paving/Overlay		1B					\$ -	\$ 112,000			\$ -		
Rec & Youth	Sand Pond Restrooms and Playground Improvements						\$ -					TBD		
Rec & Youth	Whitehouse Field Scoreboard Replacement				\$ -		\$ -	\$ 80,000						CPC - Rec
Rec & Youth	Brooks Park Phase V - Comprehensive Light Plan	54	1 CPC-UN/Rec	\$ 333,500	\$ 333,500		\$ 333,500	\$ -						CPC - Rec
Rec & Youth	Red River Beach Restroom Renovations		1B					\$ 125,000	\$ -					
Rec & Youth	Cahoon Road Beach Restroom						\$ -			\$ 125,000				
RECREATION AND YOUTH SUB-TOTAL					\$ 448,500	\$ 80,000	\$ 466,500	\$ 80,000	\$ 125,000	\$ 112,000	\$ 125,000	\$ -	\$ -	
TOWN CLERK														
Town Clerk	Records Retention - Contracting out Records Review and Reduction (TH)	50	1 CPC - Historic	\$ 40,000	\$ 40,000	Under \$50K	\$ 40,000							CPC - Historic
	Records Retention - Contracting out Records Review and Reduction (O)	NA	Other		\$ 40,000		\$ 40,000							
Town Clerk	Voting Machines - Updates and Enhancements		1			Under \$50K				\$ 32,500				
TOWN CLERK SUB-TOTAL					\$ 80,000	\$ -	\$ 80,000	\$ -	\$ -	\$ 32,500	\$ -	\$ -	\$ -	
WASTEWATER														
Wastewater	Tie-In Costs to Pipes and Pump Station to Chatham	14	1A DE*		\$ 2,950,000	\$ 2,950,000	\$ 2,150,000	\$ -	\$ -					
Wastewater	CWMP Implementation Services	4	2 OB		\$ 20,000	Under \$50K	\$ 20,000							
Wastewater	Pleasant Bay(South)Watershed Collection System Construction	14	1A DE*		\$ 21,825,000	\$ 21,825,000	\$ 20,280,000	\$ -	\$ -	\$ -	\$ 800,000	\$ 12,600,000	\$ -	North portion in FY 22/24
Wastewater	Restoration of Hinckley's Pond (See under Natural Resources)		1B		\$ -	\$ -	\$ -	\$ -	\$ -					
Wastewater	Evaluate Phosphorus issues in Seymour Pond & Action		1C							\$ 40,000	\$ 260,000	\$ -		
WASTEWATER SUB-TOTAL					\$ 24,795,000	\$ 24,775,000	\$ 22,450,000	\$ -	\$ -	\$ -	\$ 840,000	\$ 12,860,000	\$ -	
WATER														
Water	Lower County Road Project (Waterline Service Replacement Work)	17	1B Water- R.E.		\$ 1,235,171	\$ 1,235,171	\$ 1,235,171							More Detailed Funding Source
Water	New Water Source North Harwich Exploration and Development (D&C)		2B		\$ -		\$ -	\$ -		\$ 250,000	\$ 3,000,000			
Water	2018 Ford Super Duty F-350 with Box (2 units in 2019)	19	1 Water Rev.		\$ 110,000	\$ 110,000	\$ 110,000							More Detailed Funding Source
Water	Wells and Pump Access Asphalt Management Plan	18	3B Water Rev.		\$ 175,000	\$ 175,000	\$ 175,000					\$ 175,000		More Detailed Funding Source
Water	Pleasant Lake Avenue Tank Rehabilitation		1						\$ 1,500,000	\$ -			\$ 1,750,000	
Water	Engineering for Asbestos Pipe Project		1						\$ 250,000	\$ 1,000,000	\$ -			
Water	Construction/Renovation Asbestos Pipe Project		1									TBD		
Water	Vehicle Replacements (Excavator FY18 and Equipment in FY 23)		1		\$ -		\$ -	\$ -	\$ 75,000					
WATER SUB-TOTAL					\$ 1,520,171	\$ 1,520,171	\$ 1,520,171	\$ -	\$ -	\$ 1,825,000	\$ 1,250,000	\$ 3,175,000	\$ 1,750,000	
GRAND TOTALS					\$ 39,746,286	\$ 39,040,446	\$ 38,762,339	\$ 8,908,410	\$ 4,489,025	\$ 12,096,572	\$ 5,930,375	\$ 18,556,000	\$ 2,899,145	\$ 91,641,866
							Excludes Items under \$50K							
Non-Town/Private	CPC Applications													
CDP	Community Development partnership - Cape Housing Institute	50	CPC - Housing	\$ 10,000	\$ 10,000		\$ 10,000							CPC - Housing
Habitat of Cape Cod	93 & 97 Main Street Route 28 (6 homes subsidy X \$50K each)	50	CPC - Housing	\$ 300,000	\$ 300,000		\$ 300,000							CPC - Housing
Harwich Housing A.	Buy Down Purchase Program				\$ -		\$ 400,000							CPC - Housing
	GRAND TOTAL INCLUDING Non-Town				\$ 40,056,286									
Non-Town/Private	TOTAL CPC Requests						\$ 710,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

Department	Project	ATM #	Funding Source	BOS/CPC Approved	TA Rec		FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	Notes
Funding Summary	Funding Summary					DEPTS	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	
	Tax Levy				\$ -	Admin	\$ 282,500	\$ 281,000	\$ 550,000	\$ -	\$ -	\$ -	\$ -	
	Borrowing within Prop 2 1/2				\$ -	Cem./Com.Ctr	\$ 763,725	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	FC - Free Cash				\$ 1,417,750	Cons./Engine.	\$ 621,000	\$ 100,000	\$ 250,000	\$ 250,000	\$ -	\$ -	\$ -	
	RPA - Reauthorized Previous Appropriation				\$ -	Facility Main.	\$ 610,000	\$ 480,500	\$ 135,000	\$ 151,000	\$ 275,000	\$ 240,000	\$ 240,000	
	Community Preservation Funds				\$ 2,912,515	Fire	\$ 7,313,000	\$ 1,250,000	\$ 607,500	\$ 250,000	\$ 625,375	\$ 1,350,000	\$ 394,145	
	Cemetery Revenue (General Fund and Debt Exclusion)				\$ -	Golf	\$ 109,000	\$ 183,000	\$ 88,000	\$ 80,000	\$ 50,000	\$ 50,000	\$ -	
	Debt Exclusion				\$ 32,225,000	Harbor	\$ 1,056,000	\$ 50,000	\$ 200,000	\$ 2,000,000	\$ 1,000,000	\$ 500,000	\$ 75,000	
	Grants				\$ 1,071,250	Library	\$ 10,340	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	
	Golf Maintenance Fund				\$ 109,000	Nat. Resources	\$ 704,103	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Chapter 90				\$ 700,000	Planning	\$ 1,000,000	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	
	Water Enterprise - Retained Earnings				\$ 1,235,171	Police	\$ 36,000	\$ 13,700	\$ 14,400	\$ 30,000	\$ 40,000	\$ 61,000	\$ 35,000	
	Water Enterprise Account - Revenues				\$ 285,000	Public Works	\$ 1,740,000	\$ 6,270,210	\$ 2,419,125	\$ 7,366,072	\$ 1,725,000	\$ 320,000	\$ 405,000	
	OB - Operating Budget				\$ 60,600	Rec. & TC	\$ 546,500	\$ 80,000	\$ 125,000	\$ 144,500	\$ 125,000	\$ -	\$ -	
	Other: Operating Budget Encumbered				\$ 40,000	Wastewater	\$ 22,450,000	\$ -	\$ -	\$ -	\$ 840,000	\$ 12,860,000	\$ -	
					\$ -	Water	\$ 1,520,171	\$ -	\$ -	\$ 1,825,000	\$ 1,250,000	\$ 3,175,000	\$ 1,750,000	
	Confirmation Total				\$ 40,056,286	TOTAL	\$ 38,762,339	\$ 8,908,410	\$ 4,489,025	\$ 12,096,572	\$ 5,930,375	\$ 18,556,000	\$ 2,899,145	GRAND TOTAL SEVEN YEARS
					\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 91,641,866

* NOTE: THE WASTEWATER DEBT EXCLUSION IS A FULL AUTHORIZATION OF \$22.43 MILLION VOTE

THE IMA WITH CHATHAM, COLD BROOK PROJECT AND DESIGN OF THE SYSTEM WERE INCLUDED IN FY 18

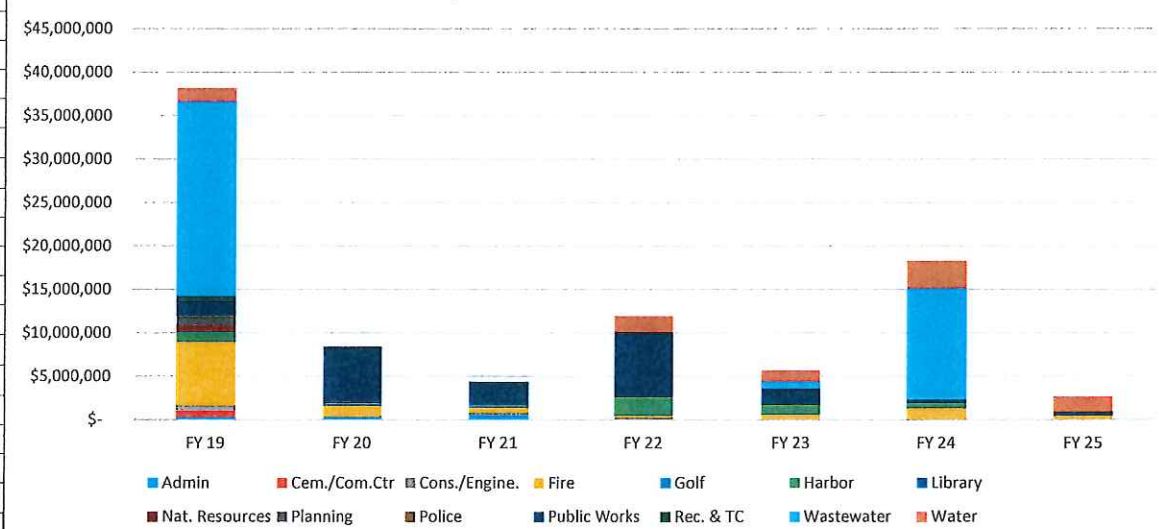
Total of Debt Exclusion Wastewater 2019 \$ 22,450,000

THE FY 19 APPROPRIATION IS TO CONSTRUCT THE PHASE TWO SYSTEM IN THE SOUTHERN AREA OF PLEASANT BAY WATERSHED.

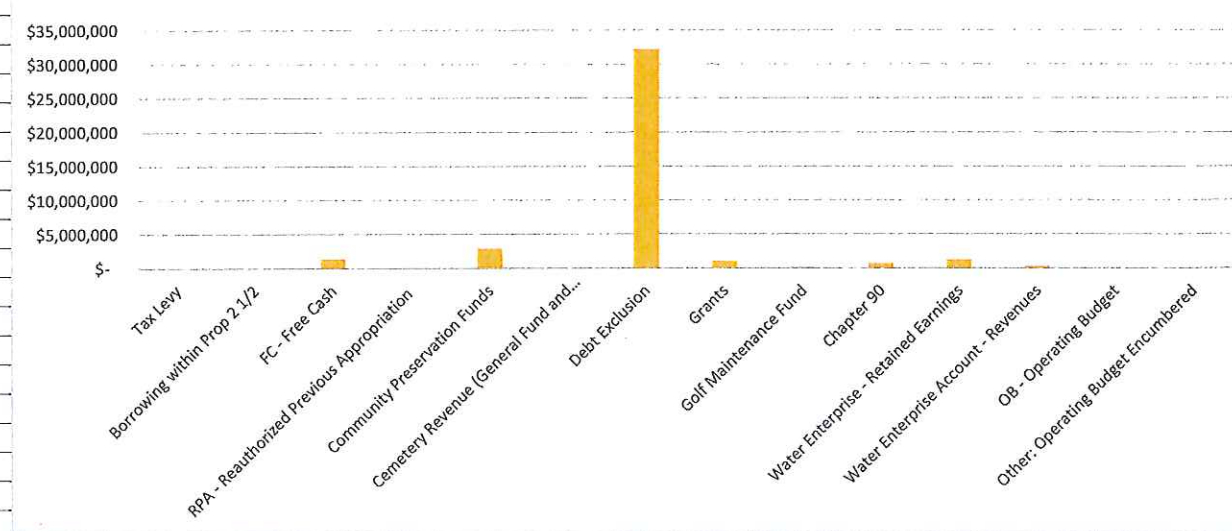
FREE CASH	Available Free Cash		\$ 3,576,156	Community Preservation	
	Capital Budget Items	V	\$ 1,417,750	Available (12/13/17*)	
Monomoy Capital Assess. FC (CE \$76,078 Bathrooms and \$36,625 Stabli)		5	\$ 260,038	UND./Rec.	\$ 1,399,446
Snow and Ice		11	\$ 230,500	Open Sp.	\$ 391,472
OPEB		66	\$ 700,000	Historic	\$ 606,299
Cultural Center Operations Subsidy		10	\$ 125,000	Housing	\$ 786,437
Stabilization		65	\$ 550,000	TOTAL	\$ 3,183,655
Chamber of Commerce		60	\$ 30,000	REQUEST TOTALS	
Libraries		59	\$ 20,000	UND./Rec.	\$ 435,500
Cultural Council		61	\$ 3,600	Open Sp.	\$ 1,169,000
FY 18 (\$75K Details and \$25K Sr. Exempt) & Operating Small Capital Items		12	\$ 218,000	Historic	\$ 523,015
Prior Years Unpaid Bills (Legal \$7,825 and Legal \$2,432)		67	\$ 10,500	Housing	\$ 1,210,000
Available Balance			\$ 10,768	TOTAL	\$ 3,337,515
TOTAL ALLOCATED			\$ 3,565,388	Funding	CPC Voted
				UND./Rec	\$ 1,230,500
				Open Sp.	\$ 359,000
				Historic	\$ 523,015
				Housing	\$ 800,000
				TOTAL	\$ 2,912,515
					Variant by Cat.
					UND./Rec \$ 168,946
					Open Sp. \$ 32,472
					Historic \$ 83,284
					Housing \$ (13,563)
					TOTAL \$ 271,140

*Available Revenue includes FY 2018 and Partial FY 18 Collection and Turnbacks

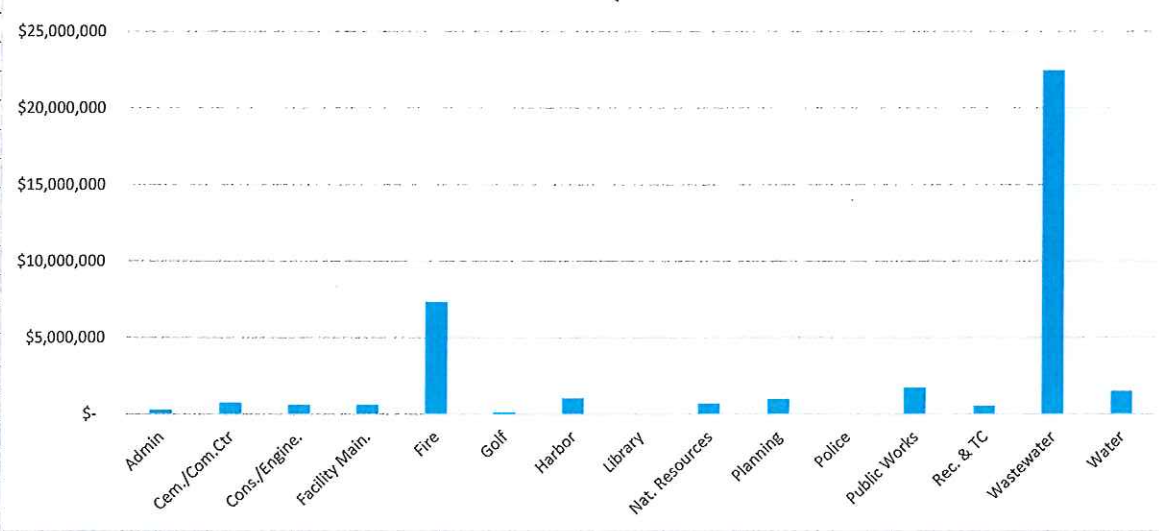
CAPITAL REQUEST BY DEPARTMENT FY19 TO FY 25



CAPITAL FUNDING BY SOURCE FOR FY19



FY 19 CAPITAL BUDGET REQUEST BY DEPARTMENT





Commonwealth of Massachusetts
**EXECUTIVE OFFICE OF
HOUSING & ECONOMIC DEVELOPMENT**
ONE ASHBURTON PLACE, ROOM 2101
BOSTON, MA 02108

CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

JAY ASH
SECRETARY

Tel. (617) 788-3610
www.mass.gov/hed

August 29, 2018



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

Dear Town Administrator Clark:

Thank you for submitting an application to the 2018 Navigational Dredging Pilot Program, which was established by the Baker-Polito Administration as part of our efforts to promote and support the economic significance and environmental vitality of the Commonwealth's navigational waterways. During a listening tour last fall, I had the opportunity to hear from many municipal officials and harbormasters about the greatest needs of this sector. The Executive Office of Housing and Economic Development (EOHED) launched this grant program for dredging based on that input. We were very excited to get such an enthusiastic response to this first application round.

On behalf of Governor Baker and Lt. Governor Polito, I am pleased to inform you that a grant in the amount of \$36,000 has been approved for the Town of Harwich to support your proposed project. Your application was reviewed by EOHED in partnership with the Executive Office of Energy and Environmental Affairs' Coastal Zone Management Office, and was deemed qualified and ready to implement in the upcoming dredging season. A program administrator from EOHED will contact you directly in the next few weeks to discuss any conditions and/or specific requirements related to this grant award, as well as next steps for contracting.

Please be advised that this letter does not constitute an agreement or contract with EOHED or the Commonwealth of MA for the grant award specified above. The Grantee is not authorized to proceed with any purchases or construction work, for which it expects reimbursement from this grant, until a contract has been fully executed between the Grantee and EOHED. The grant award is contingent upon the Grantee's demonstrated compliance with relevant statutes and regulations, as well as submission of all required documentation confirming the project plan/budget, and EOHED's approval of such plan/budget. This letter does not confer any rights onto the Grantee.

Thank you for your participation in the Navigational Dredging Pilot Program. We look forward to working with you to advance this important project for your community and for the Commonwealth.

Sincerely,


Jay Ash
Secretary

c.c.: Sen. Julian Cyr
Rep. Sarah Peake



CHARLES D. BAKER
GOVERNOR

OFFICE OF THE GOVERNOR
COMMONWEALTH OF MASSACHUSETTS
STATE HOUSE • BOSTON, MA 02133
(617) 725-4000



KARYN E. POLITO
LIEUTENANT GOVERNOR

August 21, 2018

Dear Mr. Christopher Clark,

Congratulations! I am pleased to notify you that the Town of Harwich has been awarded a Recycling Dividends Program grant of \$12,100 through the Sustainable Materials Recovery Program. I want to thank you for your commitment to reducing waste and increasing recycling for the benefit of our communities and the environment.

Enclosed you will find further instructions from the Department of Environmental Protection on next steps. Please feel free to contact Janine Bishop at 617-348-4004 if you have any questions.

Governor Charles D. Baker

Lt. Governor Karyn E. Polito



Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

One Winter Street Boston, MA 02108 • 617-292-5500

Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor

Matthew A. Beaton
Secretary

Martin Suuberg
Commissioner

August 21, 2018

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

Dear Mr. Clark,

Congratulations! It is my pleasure to inform you that the Massachusetts Department of Environmental Protection (MassDEP) has awarded the Town of Harwich Recycling Dividends Program funds under the Sustainable Materials Recovery Program. The Town of Harwich has earned 11 points and will receive \$12,100.

The Sustainable Materials Recovery Program (SMRP) was created under 310 CMR 19.300-303 and the Green Communities Act, which directs a portion of the proceeds from the sale of Waste Energy Certificates to recycling programs approved by MassDEP. The Recycling Dividends Program (RDP) provides payments to municipalities that have implemented specific programs and policies proven to maximize reuse, recycling and waste reduction. Municipalities receive payments according to the number of criteria points their program earns. Eligibility criteria will ramp up over time, leveraging increasingly greater diversion results and lower solid waste disposal.

The key dates and deadlines specific to your award are summarized in the enclosed Checklist. The detailed terms and conditions are specified in the RDP Contract which has been mailed to the Recycling Contact of record for your municipality, copied below. The Recycling Contact will facilitate getting this document signed by an Authorized Signatory and will return it to MassDEP. Once received, the RDP Payment will be remitted to your municipality. Should you have any questions, please call Janine Bishop at 617-348-4004.

Please note that awards for other SMRP grant categories (Mattress Recycling Incentive, SMART/PAYT, Curbside Recycling/Food Waste Carts, Drop-off Equipment, School Recycling Assistance and Waste Reduction Projects) will be announced separately.

Thank you for your commitment to advancing recycling and waste reduction in Massachusetts. Together our efforts will reduce greenhouse gas emissions, conserve natural resources and save energy, while also supporting jobs and reducing disposal costs for waste generators and municipalities.

Sincerely,

Martin Suuberg
Commissioner

cc: Lincoln Hooper, DPW Director



Checklist for Recycling Dividends Program Grant Award

This document contains important grant deadlines and requirements

STEP ONE: EXECUTING THE CONTRACT

It is the responsibility of the municipal Recycling Contact to ensure that the RDP Contract is signed by an individual currently holding one of the Titles listed on page 1 of the Authorized Signatory Listing form, which your municipality filed with MassDEP in the spring of 2017. If the person(s) listed on the form has changed (for example, a new Mayor has been elected), the municipal official with the same title may sign the RDP Contract. A new Authorized Signatory Listing form IS NOT REQUIRED.

*The signed original RDP Contract must be returned to the address listed below **no later than January 15, 2019 or funds will be forfeited.***

STEP TWO: TRACK EXPENDITURES BY APPROVED EXPENSE CATEGORY

- This is not a reimbursement-based grant. Your award payment will be processed as soon as the RDP Contract is returned.
- However, you are required to keep track of approved expenditures, by expense categories. See the 2018 Grant Guidance, for a list of approved expense categories, and Section 9 for record keeping requirements.
- Be prepared to be audited.

STEP THREE: REPORT EXPENDITURES AND REMAINING BALANCE

- The municipality is required to report all expenditures from the previous calendar year no later than February 15th.

Contact Dawn Quirk with any questions: 617-292-5557 or Dawn.Quirk@state.ma.us

Return completed documents to: Dawn Quirk, MassDEP, Consumer Programs, One Winter Street, 7th Floor, Boston, MA 02108

Cemetery Administrator's

Monthly Report August 15, 2018

Met with 10 families to purchase lots. 1 for immediate need, 3 families in hospice and 6 for preplanning. Evergreen 1 cremation & 4 full body for total of \$2,800.00, North Harwich 2 full body for total of \$1,600.00, Island Pond 3 cremation 5 full body for total of \$5,500.00.

Phone calls and emails from visiting relatives of individuals buried in the Town of Harwich with 4 requests for lot layouts and if there was additional burial space in which they could be buried.

Continued grant opportunities for Island Pond Arboretum and Pet Burial Ground projects.

July 14th attended the Paw Palooza at Dennis-Yarmouth High School, received overwhelming support.

July 15th Island Pond Arboretum Tours with the Brooks Academy. Tour started at Brooks Academy walking to Island Pond open discussion on Arboretum project. Trees visited were Arborvitae, American Elm, American Holly, Black Gum Tupelo, Black Oak, Common Sassafras, Eastern White Pine, Norway Maple, Norway Spruce, Pitch Pine, Red Cedar, Red Maple, Red Oak, Sweet Pepper Bush, White Oak and White Pine. Each member of the tour was given map with locations of each tree.

Graveyard Tours: South Harwich Cemetery August 4th & 5th. The following graves were visited: Capt. Stephen E. Nickerson 1814-1905 40 years at sea, never shipwrecked, served in Civil War Navy and engaged in relocation of 300 slaves from Virginia to Liberia. His wife Charity Nickerson 1819-1889 aka Queen of the Nickerson's, advocated for women suffrage, sick and poor, "She had an intuitive perception of the fitness of things, and was in sympathy with the progressive movement of the day." Harwich Independent July 9, 1889. Capt. Amasa Nickerson 1778-1863 he owned and captain over 30 vessels one of the most successful ship owner and sea captains in the town. He was a profound influence and supporter of the South Harwich Meetinghouse. Rufus H. Small 1841-1931 Owner of the South Harwich Barrel factory, he had been a seaman, salesman of fruits, vegetable and oysters. At the exchange building he ran the roller-skating rink and took care of the building. Benjamin Gorham 1838-1903 Born in Harwich and summer here, he worked in the painting business in East Boston after retirement returned to the cape to his cranberry interests. While harvesting the bog he suffered a stroke and died soon after. Almira B. (Twire) Wixon 1846-1917 daughter of Daniel Twire of Spain and Cynthia Crosby Robbins of Harwich. She was married 3 times first to Eliphalet Baker 1845-1869 second to William S L Caffray 1838-unknown and third to Amos Wixon 1826-1905. She was survived by 2 daughters Charlotte Daniels Caffray b. 1876 and Clara W Caffray b. 1877. Charles O. Tuttle 1827-1910 he served in the Civil War in the 58th Mass Regiment he was a carpenter by trade and married Annette Ann Nickerson 1836-1911. Charles died in May of 1910 and Annette died in 19 February 1911 of pneumonia and their daughter Alice A. (Tuttle) Rogers who was taking care of her died 23 February 1911. Survived by three other sons and one daughter. James B Ellis 1850-1874 married Emeline H. Kendrick 1851-1918 in 1870 they had two sons. James died when the schooner Robert Pettes sunk in the west passage of Narragansett Bay all hands were lost. Emeline married Captain Sidney Ellis 1858-1915, James cousin in 1882 and they were married for 37 years until he was lost at sea in 1915 it is said she never recovered from the loss of losing both husbands to the sea. William Marshall Eldredge 1829-1900 William went to sea at the age of 12 to help support his family after his father's death. At the age of 23 he married Hannah Crowell 1832-1912. For thirty consecutive year he was the postmaster of South Harwich, while also carrying on a painting and grocery business. He was a staunch Republican and devoted to his faith in the Lord Jesus Christ.

Research on Pine Grove Cemetery Prominent Resident tours. Tour will be scheduled in September.

August 2018 - Natural Resources Department

- Pleasant Bay Alliance water sampling program collected water data on August 1st and August 15th. One sampling date left– August 30th.
- Shellfish lab high school internship completed. Six weeks of caring for/maintaining the lab at Wychmere harbor was successful. (quahogs and oysters in Lab now).
- Met with Town Admin, Asst. Town Admin, Conservation Agent, and Town Engineer to review and edit the Hinckleys Pond phosphorus inactivation (alum) RFP proposal.)
- Attended monthly Department Head meeting.
- Attended monthly Waterways committee meeting.
- Attended Wastewater Support committee meeting.
- Harwich salt water and fresh water pond sampling program collected water samples on August 2nd and August 16th.
- Completed two sampling dates for Nantucket Sound Water Quality Monitoring for Contaminants of Emerging Concern in wastewater and groundwater.
- Shellfish permits sold YTD – 381. Wednesdays and Saturdays are open shellfish days. Summer weather and tides have been conducive for shellfishing and weather is very warm for the end of August.
- Met with Town Administrator and completed annual Department Head Evaluation.
- Meeting with volunteer Shellfish Wardens to schedule shellfish patrols and discuss MSOA (Massachusetts Shellfish Officers Association) fall meeting on September 20th in Yarmouth.
- Began working with a Harwich Senior workforce program employee. He will work until Nov. 1st with the Natural Resources Department.
- Visited/toured the ARC fish nursery facility located at the mouth of Herring River.

Heinz Proft
Natural Resources Director



Sheila House, MS, LMHC
Harwich Youth & Family Counselor
Town of Harwich • 728 Main Street
Harwich, MA 02645

MONTHLY REPORT-Board of Selectmen

Sheila House, LMHC August 22, 2018

- Current caseload of 18 individuals. Clients receive mental health counseling, case management, mentoring, and wellness referrals as needed.
- Administrative block time (closing files, curriculum planning, update email lists, generate and distribute information to school administrators)
- Volunteered at Harwich Children's Fund/Friends of Harwich Youth standouts at Summer Music Strolls, Mariners home games, and youth dances at the Community Center. The youth dances were cancelled after the first 3 attempts, because of low turnout. Our evaluation of the low turnout included information on competing events and the apparent abundance of events for tweens this summer
- Hosted the July TD Bank Summer Concert Series on Monday nights in Brooks Park which was well attended
- Met with Life Coach Helen Kozinski about possible partnership with a peer who runs a therapeutic horse facility in Brewster. Will meet with both women on 8/23 to discuss funding possibilities in working with youth at risk.
- Met with Joy Jordan, former head of Harwich Elementary PTO, who has taken a new position with MRSD as a community/business liaison to the schools.
- Webinar offered by Barnstable County Regional Substance Abuse Council titled *Prevention in Practice : Building Communities That Strengthen the Resilience of Future Generations*

If you haven't seen the film 8th Grade yet, I encourage you to go out and view it as soon as you can. It is the most realistic depiction of the life of many 8th graders EVER! Here's a link to the trailer:

https://www.youtube.com/watch?v=y8lFgF_IjPw