

**SELECTMEN'S MEETING AGENDA\***

*Griffin Room, Town Hall  
Regular Meeting 6:30 P.M.  
Monday, September 26, 2016*

- I. **CALL TO ORDER**
- II. **PLEDGE OF ALLEGIANCE**
- III. **WEEKLY BRIEFING**
- IV. **PUBLIC COMMENT/ANNOUNCEMENTS**
  
- V. **CONSENT AGENDA**
  - A. Approve Minutes
    - 1. September 12, 2016 – Regular Session
  - B. Confirm the appointment of Alyxandra Sabatino as the new Town Planner
  - C. Confirm the appointment of Andrew Sousa as a Heavy Equipment Operator as recommended by the DPW Director
  - D. Approve the recommendation of the Selectmen's Interview/Nominations Subcommittee to appoint the following:
    - 1. Amy Harris to the Housing Committee – term to expire on June 30, 2017
    - 2. Rosann Donahue to the Cultural Council – term to expire on June 30, 2017
    - 3. Virginia Doyle to the Architectural Advisory – term to expire on June 30, 2019
    - 4. Liz Dubuque to the Trails Committee – term to expire on June 30, 2019
  - E. Confirm the re-appoint Ralph Smith to a new term as a member of the Community Center Facilities Committee as the Council on Aging representative
  - F. Approve the recommendation of the Town Administrator and Animal Control Officer to issue a Dog Order for a dog owned by Melissa Besette following a Hearing held on September 22, 2016
  - G. Approve request by The Garden Club of Harwich for a One-Day Special License for Wine and Malt on October 1, 2016 for fundraiser at The Moorings in Harwich Port
  
- VI. **PUBLIC HEARINGS/PRESENTATIONS** *(Not earlier than 6:30 P.M.)*
  - A. Annual Meetings with the Board of Selectmen:
    - 1. Conservation Commission
    - 2. Real Estate and Open Space
  - B. Cape Light Compact update on Eversource's Grid Modernization Plan for the Vineyard & Cape Cod
  - C. Town Administrator/Finance Director to present the Five-Year Financial Plan
  
- VII. **OLD BUSINESS**
  
- VIII. **NEW BUSINESS**
  - A. West Harwich Plume Site Assessment/Proposal by Bennett Environmental – Paula Champagne
  - B. Request by George Olmsted for support for a Petition Article (Chatham) to change the name of Muddy Creek to Monomoy River
  - C. Report of 2015 closing of the books and auditing process – Finance Director
  - D. Action Item Register additional items to be added
  
- IX. **TOWN ADMINISTRATOR'S REPORT**
  - A. Middle School Room Fees
  - B. Beach Road Nourishment
  - C. CWMP Amendment #1 – CDM Smith
  - D. Action Item Register update
  
- X. **SELECTMEN'S REPORT**
  - A. No Place for Hate Program
  - B. Goals and Objectives
  - C. Draft FY 18 Budget Message
  - D. Committee Vacancy List
  
- XI. **ADJOURNMENT**

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

Authorized Posting Officer:

Posted by: \_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Sandra Robinson, Admin. Secretary

Date: \_\_\_\_\_  
September 22, 2016

**MINUTES  
SELECTMEN'S MEETING  
GRIFFIN ROOM, TOWN HALL  
MONDAY, SEPTEMBER 12, 2016  
6:30 P.M.**

**SELECTMEN PRESENT:** Brown, Kavanagh, LaMantia, MacAskill

**OTHERS PRESENT:** Town Administrator Christopher Clark, Assistant Town Administrator Charleen Greenhalgh, Chief Guillemette, Sgt. Considine, Barbara Josselyn, Jeremy Gingras, and others.

**MEETING CALLED TO ORDER** at 6:30 p.m. by Chairman MacAskill.

**PUBLIC COMMENT/ANNOUNCEMENTS**

Chief Guillemette introduced new candidates for Emergency Telecommunication Dispatchers, Leathan Doig and Gabriella Parker, and provided background information.

**CONSENT AGENDA**

- A. Approve Minutes
  - 1. August 22, 2016 – Regular Session
- B. Confirm the appointment of Leathan Doig and Gabriella Parker as full-time Emergency Telecommunication Dispatchers with the Harwich Police Department effective September 13, 2016.
- C. Confirm approval of the New England Police Benevolent Association side letter of Agreement – Field Training Officer
- D. Approve Coastal Resiliency Grant award in the amount of \$187,500 for the Saquatucket Harbor Project and authorize the Town Administrator to act as signatory

Ms. Kavanagh moved approval of the Consent Agenda. Mr. LaMantia seconded the motion and the motion carried by a unanimous vote.

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

- A. Annual Meetings with the Board of Selectmen:
  - 1. Architectural Advisory Committee

Ms. Josselyn, Chair, provided the annual report of the Architectural Advisory Committee and took questions and comments from the Board.

- 2. Brooks Academy Museum Commission

Mr. Gingras, Chair, provided the annual report of the Brooks Academy Museum Commission and took questions and comments from the Board.

## **OLD BUSINESS**

### **A. Confirm Community Center Room Use Fees as recommended by Facilities Committee**

Chairman MacAskill noted that this item was taken up last week at which time the Board asked Ms. Carey to follow up on specific questions and she has provided that information. Mr. LaMantia stated that they asked for information on the cost and the relationship of the cost to the fee level and the documents provided do not answer that question. He noted that the Community Center is occupied by three groups of people and we need to know how much one group accounts for; we need to have the cost for each of the three groups as well as who is responsible for the entrance hall etc. Chairman MacAskill said he recalls that they asked for who is using the rooms and cost comparisons with other towns. He said he doesn't recall saying they were looking for a detailed breakdown for each of these groups. He added that he thinks Mr. LaMantia's questions were asked in his liaison role when he attended a Facilities Committee meeting and he asked Mr. LaMantia to outline exactly what he is looking for.

Mr. LaMantia asked for the following information:

What costs apply to the rooms that they are responsible for, and either use as offices etc. and those that they rent out whenever they rent them out and also their share of the cost in general, the cost of what part of the front part of the building do they handle, what part of the kitchen should they pay for because there are people who use the kitchen. He said he cares about the fees in total and just needs some percentages.

Chairman MacAskill noted that Ms. Brown has recused herself from this conversation as she has a relative that is a subcontractor at the Community Center.

Chairman MacAskill questioned if they want to get into this level of detail in setting the room rates or do they just want to take the recommendation of the Facilities Committee and are we going to do this level of detail for each and every space we rent out in each department. He noted that the back-up he was looking for was a comparison of towns.

Ms. Kavanagh also questioned what level of detail they want to get into as the list can go on and on and include other costs such as insurance. She added that she felt that her questions had been answered.

At Chairman MacAskill's request, Ms. Carey responded to questions regarding the number of people using rooms and why we charge a room rate for a rental instead of providing a service and taking a percentage.

Chairman MacAskill asked Mr. LaMantia to clarify his question. Mr. LaMantia asked what is the total cost of the building which should be charged to the Facilities group and how much do they collect in total. Ms. Carey responded that to date this year the revenue taken in for room rentals is about \$10,545 in comparison to FY 15 which was \$15,910. Mr. LaMantia said he wants the revenue including last year and what she thinks it will be this year.

Mr. Clark cautioned that we need to set fees that are realistic to the marketplace and if we are trying to do a full cost recovery, the fee structure may be out of whack although he feels it is important that we get the information and noted that we need to get a rate structure particularly as we will be discussing the middle school building use shortly. Mr. LaMantia noted that he did not say we should match the fees with the costs.

Ms. Kavanagh moved to confirm the Community Center Room Use Fees as recommended by the Facilities Committee and included in the information we have tonight. Chairman MacAskill seconded the motion and the motion carried by a 2-1-0 vote with Mr. LaMantia in opposition.

## **NEW BUSINESS**

### **A. Amend the Free Cash Policy – *first reading***

Mr. LaMantia referred to the Board of Selectmen's Free Cash Policy from 2006 and commented that we are not following the guidance of the Department of Revenue on how we handle fees. He provided a rough draft of a revised policy and asked the Board to review it keeping in mind that the percents are not correct as he took them out of the old document. Mr. Clark discussed municipal finance with regard to fees and free cash and commented that elements of this policy make sense but need some tweaking. He stressed that we are currently AA rated and we want to be a AAA rated town. Chairman MacAskill asked Mr. LaMantia and Mr. Clark to meet to go over this and come up with a draft for first reading. Ms. Kavanagh stated that as much as we have to be fiscally smart this is not a business and we have to remember we are serving all the taxpayers. Ms. Brown commented that the Town is a whole and there are certain aspects of a business that are going to generate revenue and certain aspects that are going to be a drain and we need to be mindful of that going forward and take care of each other. Mr. LaMantia responded that this is not a plea to have everyone cover their costs. The Board agreed that Mr. LaMantia should meet with Mr. Clark on this.

## **TOWN ADMINISTRATOR'S REPORT**

### **A. Budget/Warrant Timeline**

Mr. Clark outlined the Budget/Warrant Timeline and the Board agreed to review and bring back next week for a vote.

Mr. Clark reported that the inverter at Library doesn't work and Mr. Libby has gotten in touch with the technician who said he would look at expediting repair work. He suggested having Town Counsel look at the contract and we should consider next steps including accelerating installing a generator which is on the capital list for FY19. He asked the Board to consider having a Town Meeting in the Fall. He noted that there is money in the Stabilization Fund to resolve the issue and recommended waiting to see what the Facilities Manager says before they make a decision. He noted that if there is a resolution amounting to under \$50,000 we can use the Reserve Fund. Mr. LaMantia stressed the need to make repairs right away as this building is highly utilized and school is back in session. Ms. Kavanagh agreed and said we need to look seriously at a generator

ASAP. Mr. Clark said he would have staff put together a timeline as to how to call a Special Town Meeting.

Mr. Clark reported that there is a Board policy for Town Administrator evaluation which he was not familiar with and it is in the Board's packet for information. He added that he has provided financial information on the Albro House as well.

## **SELECTMEN'S REPORT**

### **A. Committee Vacancy List**

Ms. Kavanagh read the committee vacancy list.

## **ADJOURNMENT**

Chairman MacAskill adjourned the meeting at 8:00 p.m.

Respectfully submitted,

Ann Steidel  
Recording Secretary

**OFFICE OF THE TOWN ADMINISTRATOR**

Phone (508) 430-7513

Fax (508) 432-5039

**Christopher Clark**, *Town Administrator*  
**Charleen L. Greenhalgh**, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA 02645



September 19, 2016

Alyxandra K. Sabatino  
P.O. Box 104  
Orient, NY 11957

Dear Ms. Sabatino:

We would like to offer you the position of Town Planner for the Town of Harwich. I look forward to your positive contributions to our community.

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

- Pursuant to the Town Charter the Town Administrator makes the appointment for this position subject to confirmation by the Board of Selectmen. Your name has been put forth for confirmation and the Board of Selectmen will be taking this up at their meeting on September 26, 2016. Successful confirmation will be needed to finalize appointment.
- The Town will arrange for a Pre-Employment Physical and Drug Test that must be successfully completed.

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

Your position title will be Town Planner and your starting date is October 31, 2016. This position is included in the SEIU Local 888 and your employment is subject to the rights and obligations included in the contract, which you have already received. Your starting salary will be \$72,085 (Grade M-4, Step 4).

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

Sincerely,

Christopher Clark  
Town Administrator

\_\_\_\_\_  
Alyxandra K. Sabatino

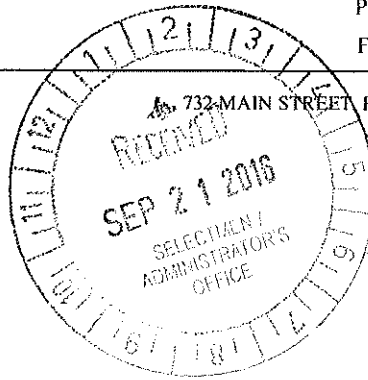
\_\_\_\_\_  
Date

CC: Board of Selectmen  
Town Treasurer/Collector  
Town Accountant/Finance Director

**OFFICE OF THE TOWN ADMINISTRATOR**

**Christopher Clark**, *Town Administrator*  
**Charleen Greenhalgh**, *Assistant Town Administrator*

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



September 20, 2016

Andrew Souza  
PO Box 755  
Eastham, MA 02651

Dear Mr. Souza:

I would like to offer you the position of Heavy Equipment Operator / Truck Driver for the Town of Harwich. I look forward to your positive contributions to the DPW.

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

- Pursuant to the Town Charter, the Town Administrator makes the appointment for this position subject to confirmation by the Board of Selectmen. Your name has been put forth for confirmation. Successful confirmation will be needed to finalize appointment.
- You are scheduled for a Pre-Employment / DOT Physical and Drug Screen on Friday, September 23, 2016 that must be successfully passed.
- Your RMV and C.O.R.I. checks contain no derogatory information.

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

Your position title will be Heavy Equipment Operator / Truck Driver and your starting date is October 11, 2016. This position is included in the Highways & Maintenance Employees Association contract and your employment is subject to the rights and obligations included in the HMEA contract. Your starting salary will be \$22.53 per hour (H5, Step 4).

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

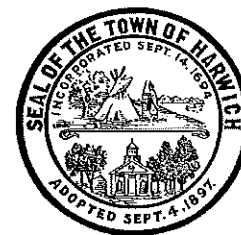
Sincerely,

Christopher Clark  
Town Administrator

Attachment

\_\_\_\_\_  
(employee name) Date

cc: Board of Selectmen  
Town Treasurer  
Town Accountant  
Personnel File  
DPW Director



# MEMO

**TO:** Board of Selectmen

**FROM:** Jannell Brown, Angelo La Mantia  
Selectmen's Interview/Nomination Committee

**RE:** Appointment Recommendation

**DATE:** September 26, 2016

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Following posted interviews held on Tuesday, September 20, 2016 and September 13, 2016, we would like to recommend to the Board the following:

1. Amy Harris to the Housing Committee – term to expire on June 30, 2017
2. Rosann Donahue to the Cultural Council – term to expire on June 30, 2017
3. Virginia Doyle to the Architectural Advisory – term to expire on June 30, 2019
4. Liz Dubuque to the Trails Committee – term to expire on June 30, 2019



**Selectmen's Interview/Nominations Subcommittee**  
**Selectmen's Office, Town Hall**  
**Tuesday, September 20, 2016**  
**11:00 a.m.**

**AGENDA**

**I. CALL TO ORDER**

**II. NEW BUSINESS**

A. Approve Minutes - September 13, 2016 Interviews

B. Interview applicant(s) for various committee vacancies including:

1. Housing Committee
2. Real Estate and Open Space
3. Traffic Safety
4. Cultural Council
5. Architectural Advisory
6. Treasure Chest

D. Miscellaneous discussion regarding appointments and/or procedure


**III. ADJOURNMENT**

*\*Per the Attorney General's Office: The Board of Selectmen may hold an open session for topics not reasonably anticipated by the Chair 48 hours in advance of the meeting following "New Business."*

*If you are deaf or hard of hearing or are a person with a disability who requires an accommodation, contact the Selectmen's Office at (508) 430-7512 ext. 2*

**Authorized Posting Officer:**

**Posted by:** \_\_\_\_\_  
**Town Clerk**

  
\_\_\_\_\_  
Sandra Robinson, Admin. Secretary

**Date:** September 15, 2016

**INTERVIEWS – Tuesday, September 20, 2016 – 11:00 a.m.**

A. Interviews:

<u>Time</u>	<u>Applicant:</u>	<u>Vacancy</u>	<u>Comment</u>
11:00 a.m.	Amy Harris	Building Code Board of Appeals Real Estate and Open Space (2018) Traffic Safety (2018) Harwich Housing (2017)	
11:15 a.m.	Rosann Donahue	Cultural Council (2017)	
12:00 a.m.	Liz Dubuque	Trails Committee (2019)	
	Virginia Doyle	Architectural Advisory (2019)	Interviewed on 9/13/16

B. Approve Minutes – September 13, 2016 Interviews

C. Date for next interviews

D. Miscellaneous discussion regarding appointments and/or procedures

**OFFICE OF THE TOWN ADMINISTRATOR**

Phone (508) 430-7513

Fax (508) 432-5039



**Christopher Clark**, *Town Administrator*

**Charleen Greenhalgh**, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA

## MEMO

TO: Board of Selectmen

FROM: Christopher Clark, Town Administrator

RE: Dog Hearing held on September 22, 2016  
Town Administrator Recommendation

DATE: September 26, 2016

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After hearing all testimony at the Dog Hearing held on September 22, 2016 regarding a dog named "Zoe" owned by Melissa Bessette of 31 Old Carriage Drive, and in conjunction with Animal Control Officer Jack Burns, I make the following recommendation for the Board of Selectmen to issue a Dog Order as follows:

**The German Shepherd dog named "Zoe" owned by Melissa Bessette of 31 Old Carriage Drive, Harwich be declared a dangerous dog by means of a vicious disposition per MGL Ch. 140, §157. That Zoe always be on a leash and muzzled with a basket type muzzle specifically fitted for a German Shepherd dog when outside anywhere other than the property of the dog's owner. Zoe must always be with a responsible adult whenever the dog is off of the property of the dog's owner. Whenever Zoe is outside on the property of the dog's owner, that she be attached to a runner type system and wearing a harness.**

**Further recommendation is that the Bessette Family meet with a professional dog trainer for obedience training, behavior modification and the proper use and fitting of the muzzle.**

CC: Jack Burns, Animal Control Officer

TOWN OF HARWICH  
LEGAL NOTICE  
DOG HEARING  
Thursday, September 22, 2016  
10:00 a.m.

Per the request of the Board of Selectmen, the Town Administrator will hold a Public Hearing for a vicious dog pursuant to MGL C. 140, S. 157, on Thursday, September 22, 2016 at 10:00 a.m. in the Town Hall Library at 732 Main Street, Harwich relative to two reports of a dog bite by a dog owned by Melissa Bessette of 31 Old Carriage Drive, Harwich. All interested parties are invited to attend.

Christopher Clark  
Town Administrator

Cape Cod Chronicle  
September 8, 2016



The Garden Club of Harwich, PO Box 301, Harwich Port, Massachusetts 02646  
gardenclubofharwich.org

Mr. Michael MacAskill, Chair  
Harwich Board of Selectman  
Harwich Town Hall  
732 Main St.  
Harwich Center, MA 02645



September 20, 2016

Dear Mr. MacAskill and Selectboard,

We've had an amazing summer of new civic beautification initiatives for Harwich. There's been an overwhelmingly positive response to our new 40+ streetscape garden containers and we're very proud of our newly installed Thompson's Field sustainable garden. We are using it as a teaching garden showcasing drought tolerant, organic and native plantings. Both these initiatives have taken significant funding and we're now setting about replenishing our coffers for further civic beautification projects.

Our next fundraiser will be a Silent Auction on Saturday, October 1, 2016, from 5-8 PM, at The Mooring in Harwich Port. Mr. Manning, owner of this boutique bed and breakfast has graciously offered the use of this space for our event. The event will consist of an evening of bidding on beautiful donations from merchants and townsfolk, a tour of the house, a wine bar, Belgian Beer tasting and delicious appetizers.

I am writing to ask for a one day liquor license from the town to accommodate the wine bar and beer tasting. The event is limited to 80 people. I apologize for this tardy request. This is our first time running this kind of fundraiser and we hadn't considered the consequences of offering alcohol. I've attached our contract with The Mooring so you can see we have their full approval. I've also attached our not-for-profit paperwork. I'm happy to answer any questions and sincerely hope you can extend the one day license to us. We've built a successful partnership to keep Harwich beautiful. We hope we can count on your support for this latest fundraiser. Thank you so much.

Regards,

Diane DiGennaro, President  
774-237-0899  
riodd@comcast.net

**Helping To Keep Our Community Beautiful**

July 27, 2016


Lauren Bauk  
The Mooring Rentals LLC  
200 Garrett Street  
Suite 0  
Charlottesville, VA

Dear Lauren,  
Enclosed please find signed contract and Security Deposit check in the amount of \$2,000.

I did change Article (7) under Rental Rules page 7 in the contract to coincide with Number 7 on Page 2. Both pages agree now that we may have no more than 80 persons be present on the Property during the event. \*

Thank you for your attention to this matter.

Sincerely,

  
Lynne Drummond  
Ways & Means Co-Chair  
Garden Club of Harwich

\*I also changed the date to Saturday, October 1, 2016 as per our discussions.  
Diane DiGennaro

RENTAL AGREEMENT

This Rental Agreement (this "Agreement") is made by and between MOORING RENTALS, LLC, a Massachusetts limited liability company ("Owner") and The Garden Club of Harwich ("Tenant") as of the date last set forth on the signature page of this Agreement. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Property: The property is located at 525 Route 28, Harwich Port, Massachusetts 02646 (the "Property"). The Property is fully furnished and includes all appliances, a gourmet kitchen, cookware, glassware, dishes, silverware and an outdoor gas grill. The laundry room includes a clothes washer and a dryer. All linens and bath towels are included. The Owner and Tenant aver that the rental of the Property is solely for a vacation or recreational purpose as expressed in Massachusetts General Laws c. 187 sec. 15B (9).

2. Rental Party: The rental party (the "Rental Party") shall consist of Tenant and the following persons: \_\_\_\_\_

3. Term of the Rental: The rental begins at 8 a.m. on Saturday, October 1, 2016 (the "Check-in Date") and ends at 11 p.m. on Saturday, October 1, 2016 (the "Checkout Date").

4. Rental Rate and Fees:

a. Deposit: A deposit of \$2,000 is due upon execution of this Agreement. The deposit is for security and shall be refunded within fifteen (15) days of the Checkout Date; provided, however, that Owner may deduct from the deposit in the event of: (i) damage to the property or furnishings; (ii) dirt or other mess requiring excessive cleaning; or (iii) any other cost incurred by Owner relating to or resulting from Tenant's stay on the Property or Tenant's breach of this Agreement. If the Property appears dirty or damaged upon check-in, Tenant shall inform Owner immediately. Tenant shall not receive any interest on the deposit, it being understood that any such interest earned on the deposit shall be the sole and exclusive property of Owner.

b. Rental Rate: Payment in full of the following fees shall be due no fewer than thirty (30) days prior to the Check-in Date:

\$0.00 per day x 1 =	\$	0.00
Cleaning fee	\$	0.00
Security Deposit (Refundable)	\$	2,000.00
TOTAL Due	\$	<u>2,000.00</u>

5. Payment: In the event the Tenant should fail to pay all of the rental fee at or before the date that is thirty (30) days prior to the Check-In Date, Owner shall have the right, but not the obligation,

to terminate this Agreement immediately, prior to commencement of the term, in which case, the Tenant shall have no right to use the Property. All payments under this Agreement shall be made payable to "Mooring Rentals, LLC" and shall be delivered to the following address: Mooring Rentals, LLC, c/o Cheryl Johnson, 200 Garrett Street, Suite O, Charlottesville, VA 22902. In the event a check comes back for insufficient funds, a service fee of \$50.00 will be assessed to the Tenant.

6. **No Cancellation Policy:** Tenant may not cancel its rental of the Property without Owner's prior written consent. In any event, there will be no refunds in the event of cancellation.
7. **Maximum Occupancy:** At no time shall more than eighty (80) persons be present on the Property, including during parties or events held by Tenant on the Property, without Owner's prior written consent.
8. **Parking; Maximum Number of Vehicles:** The Rental Party and their guests shall be required to park all vehicles on the parking lots located on the Property. At no time shall more than six (6) vehicles be permitted on the Property. No street side parking is permitted. Campers, motor homes, trailers and boats are expressly prohibited on the property at all times, without exception.
9. **NO PETS:** No pets are permitted on or in the Property at any time, without exception.
10. **NO SMOKING:** No smoking is permitted on or in the Property at any time, without exception.
11. **Compliance with Laws and Rules and Regulations:** Tenant shall comply with all federal, state and local laws while on the Property.
12. **Security:** Owner has no obligation under this Agreement to provide security or monitoring for the Rental Party, their guests or their personal property. Tenant agrees to look solely to the public law enforcement for this service. Tenant agrees and acknowledges that protection against criminal action is not within the power of Owner.
13. **Personal Property:** Owner will not be liable for any damage to the Rental Party's personal property or that of their guests or others on the Property by theft or otherwise. All personal property kept or stored on the Property shall be so kept or stored at the sole risk of the Rental Party or their guests. In the event Tenant should fail to remove any personal property from the Property on the Checkout Date, Owner shall have the right, in its sole and absolute discretion, to remove such personal property and to dispose of such personal property in any manner Owner deems appropriate. Owner encourages all guests on the Property to purchase appropriate insurance to cover their personal property.
14. **Rental Rules:** Tenant agrees to abide by the Rental Rules attached as Exhibit A and the terms of this Agreement at all times while at the Property and shall cause all members of the Rental Party



and anyone else Tenant permits on the Property to abide by the Rental Rules and other terms of this Agreement at all times while at the Property.

15. **Cleaning Services:** Cleaning services between the Check-in Date and Checkout Date are not included. If Tenant desires to arrange for cleaning or laundry service during Tenant's use of the Property, such cleaning services shall be provided solely by Owner at an additional charge of \$300.00 per cleaning and shall be at Tenant's sole cost and expense. Obtaining cleaning services through other vendors is prohibited.
16. **Catering Services:** Tenant and members of the Garden Club will provide the food and drinks for the event on October 2, 2016. No catering services will be used in this case.
17. **Liability of Tenant for Damage:** Tenant shall be responsible for any accidental or willful damage caused to the Property by the Rental Party, their guests or any others invited onto the Property by such persons. Tenant shall immediately notify Owner if it becomes aware of any such damage. Owner shall determine the extent of the damages and determine, in its sole discretion, how any required repairs or replacement should be made. Tenant shall pay in full for the reasonable cost of such repair or replacement promptly upon completion of such repairs or replacement.
18. **Access:** Tenant shall allow Owner or Owner's agent access to the property for purposes of repair and inspection. Owner shall exercise this right of access in a reasonable manner.
19. **Indemnity:** Tenant shall indemnify and hold harmless Owner, its agents, servants, successors, and assigns, from and against any and all losses, damages, injuries, claims, demands, actions, suits, proceedings, liabilities, costs and expenses, including reasonable legal expenses, of whatsoever nature, arising out of, connected with, or resulting from the use of the Property by the Rental Party or any guests of the Rental Party.
20. **Limitation of Liability:** Owner shall not be responsible for (i) any accidents, injuries or illness that occurs while on the Property, or (ii) the loss of personal belongings or valuables of any guest. By entering into this Agreement, Tenant hereby acknowledges and agrees that it is expressly assuming the risk of any harm arising from Tenant's use of the Property or others whom Tenant invites onto the Property. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR ANY STATUTE OR RULE OF LAW TO THE CONTRARY, OWNER SHALL HAVE NO LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PROPERTY, WHETHER DIRECTLY OR INDIRECTLY. CONSISTENT WITH THE FOREGOING, OWNER SHALL NOT BE LIABLE TO THE RENTAL PARTY OR ANY OF THEIR GUESTS FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.
21. **Remedies:** Upon default under this Agreement by Tenant, Owner shall have the right to reenter the Property and take possession of the same and expel or remove the Tenant and all other parties occupying the Property without being liable for such re-entry. Tenant hereby releases, indemnifies, and holds harmless Owner from any liability for the removal of persons and the removal of property pursuant to this paragraph. The remedies given to Owner in this paragraph

shall be in addition to and supplemental to all other rights and remedies which Owner may have under the laws then in force. Under no circumstances shall the exercise of any remedy under this paragraph by Owner give rise to any right on the part of Tenant to receive a refund of any amounts previously paid to Owner.

22. **Force Majeure:** The parties to this Agreement shall be excused from the performance of the terms and conditions of this Agreement when such failure is attributable to, and caused by, an Act of God, by governmental rules, regulations or actions, by power failure, or by other circumstances that are beyond the control of any of the parties hereto. Should Owner not be able to make the Property available to Tenant in accordance with the terms of this Agreement for reasons beyond the reasonable control of Owner, this Agreement shall terminate and Owner shall refund to Tenant any payments made to Owner hereunder within ten working days.
23. **Applicable Law:** This Agreement shall be governed in accordance with the laws of the Commonwealth of Massachusetts, excepting its principles of conflicts of laws.
24. **Attorney's Fees:** Should Tenant breach this Agreement, in addition to all other remedies available at law or in equity to Owner, Tenant shall pay the costs and expenses of Owner incurred in enforcing this Agreement, including reasonable legal fees, whether or not a lawsuit is filed.
25. **Severability:** Should any term of this Agreement be deemed unenforceable, it shall not affect any other term of this Agreement, and all remaining terms outside the contested term in this Agreement shall remain in effect.
26. **No Waiver:** The failure of either party to insist on strict performance of any term, covenant or condition hereof shall not be construed as a waiver of such term, covenant or condition in any other instance.
27. **Successors and Assigns:** This Agreement shall be binding on the parties hereto, their successors, representatives and assigns; provided, however, that Tenant shall not assign its rights under this Agreement without the prior written consent of Owner, which consent may be withheld in Owner's sole discretion.
28. **Entire Agreement:** This Agreement contains the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter. This Agreement may not be changed orally, but only by agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.
29. **Headings:** The headings of the sections of this Agreement are inserted for convenience only and shall not constitute a part hereof.

30. Facsimile; Counterparts: This Agreement may be executed by facsimile and in several counterparts, and all counterparts so executed shall constitute one agreement thereof binding on all parties, notwithstanding the fact that all the parties have not signed the original or the same counterpart. Any counterpart signed by the party against whom enforcement of this Agreement is sought shall be admissible into evidence as an original of this Agreement to prove its contents.

[Signature Page(s) to Follow]

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

OWNER: MOORING RENTALS, LLC

By: Lauren M. Bank  
Name: Lauren M. Bank  
Title: Event Coordinator Date: 8/18/2016

TENANT(S):

Diane DiGennaro, President GCH  
Name: (on behalf of The Garden Club of Harwich)  
Date: 7.28.16

\_\_\_\_\_  
Name:

Date:

Address:

16 Cross St.  
Harwich Port, MA  
02646

Phone Number:

774-237-0899

E-mail:

rjodd@comcast.net Exhibit

A

Rental Rules

The Owner and management of the Mooring expect their guest to respect and treat the house and its furnishings as if it was their own. That being said we would like to explain certain rules specific to the property and outline our expectations for our guests.

1. In the event of any questions or any problems while staying on the Property, or wish to arrange for cleaning services during your stay, please contact the Property Manager, Mark Blaze, at (774) 836-5862.
2. Smoking is NOT allowed anywhere on or in the Property.
3. Pets are NOT allowed anywhere on or in the Property.

4. The Property is uniquely located on the main street in the center of Harwich Port, Massachusetts, adjoining a very quiet neighborhood. We ask that you respect our neighbors and their privacy. The town has a strict noise ordinance, and we ask the all outdoor music be turned down by 10:30 p.m.
5. We ask that you keep the doors locked while away from the house for the security of the house and the security of your belongings.
6. People other than those in the guest party as set forth in the rental agreement may not stay overnight in or on the property.
7. A maximum of 12 guests may stay overnight on the Property. At no time shall more than 80 persons be present on the Property, including during parties or events held on the Property, without Owner's prior written consent.
8. **Parking:** A maximum of 6 cars is permitted on the property at any time. Street-side parking is prohibited.
9. Boats, campers, tents, trailers and motor homes are prohibited on the Property.
10. Keep the property grounds and the furnishings clean and in good order. Return the Property in the same condition as it was at the start of your stay.
11. **Kitchen:** The Property is equipped with a gourmet kitchen and appliances. Please clean and return pots, pans, dishes, glassware and silverware to their storage places when finished with meals.
12. Only use appliances for their intended use.
13. **Garbage:** Place all rubbish in garbage cans located outside on the property for pick up. A clean up fee will be charged if garbage is not properly disposed of during and afterstay.
14. Towels and clothing are not permitted to be dried on the outdoor railings or porches. Please use on-site laundry machines provided to wash and dry laundry.
15. There is no daily housekeeping service. Additional cleaning service can be provided by Owner at a rate of \$300 per cleaning. Obtaining cleaning services through other outside vendors is prohibited. To arrange for additional cleaning service please contact the Property Manager.
16. Linens and bath towels are included in the rental. We do not permit towels or linens to be taken from the Property.

17. **Air Conditioning / Heat:** The house is equipped with central air conditioning and heat. For it to work properly the windows and doors must remain shut during the summer to prevent the air conditioning system from overloading.
18. The Property is equipped with a direct vent gas fireplace which is for the guests to use at their leisure. The wood burning fireplace in the great room is NOT operational and is NOT to be used by the guest under any circumstances.
19. If there is a problem or failure with any of the equipment, appliances, electrical or plumbing during you stay at the Property, please contact the Property Manager for assistance as soon as possible.
20. In the event of an emergency, please dial 911.
21. **Checking out:** Check-out is at 11:00 a.m. on the Checkout Date. We appreciate your help in keeping the house in good condition. Please walk through the house to make sure you have all your personal belongings, turn off the lights, lock the windows and doors and take out the garbage before you leave. Please leave keys on the kitchen counter.
22. Have fun and enjoy your stay!

COMMONWEALTH OF MASSACHUSETTS

DEPARTMENT OF REVENUE

PO BOX 7010  
BOSTON, MA 02204



GARDEN CLUB OF HARWICH THE  
PO BOX 301  
HARWICH PORT MA 02646-0301

403C

Notice Date: 08/09/13  
Taxpayer ID Number: 800 753 425

Dear Taxpayer,

Below please find your Certificate of Exemption (Form ST-2). Please cut along the dotted line and display at your place of business.

Sincerely,

Massachusetts Dept. of Revenue



Form ST-2  
Certificate of Exemption

Massachusetts  
Department of  
Revenue

Certification is hereby made that the organization herein is an exempt purchaser under General Laws, Chapter 64H, section 6(d) or (e). All purchases of tangible personal property by this organization are exempt from taxation under said chapter to the extent that such property is used in the conduct of the business of the purchaser. Any abuse or misuse of this certificate by any tax-exempt organization or any unauthorized use of this certificate by any individual constitutes a serious violation and will lead to revocation. Willful misuse of this Certification of Exemption is subject to criminal sanctions of up to one year in prison and \$10,000 (\$50,000 for corporations) in fines. (See reverse side.)

GARDEN CLUB OF HARWICH THE  
PO BOX 301  
HARWICH PORT MA 02646

EXEMPTION NUMBER  
800 753 425  
ISSUE DATE  
07/27/13  
CERTIFICATE EXPIRES ON  
07/27/23

NOT ASSIGNABLE OR TRANSFERABLE

COMMISSIONER OF REVENUE



TOWN OF

HARWICH

*732 Main Street  
Harwich, MA 02645*

CONSERVATION COMMISSION (508)-430-7538 FAX (508)430-7531

### **Conservation Annual Report to Selectmen**

#### **Review of application trends for the year**

- Upward trend in number of applications so far this year, both at the hearing level and at the Administrative Level.
- Beginning to create electronic database in Accela

#### **Update on Land Management of various Conservation parcels**

- With help of HCT, the Town acquired the 4 acre Hall property, completing the loop of Conservation Land around the West Reservoir in the Bells Neck.
- Would like to thank the Garden Club for creating a native, drought-tolerant plant garden at the Chatham Rd entrance to Thompson's Field.
- With the help of the DPW and AmeriCorps as well as other town volunteers we continue to thin out vegetation at Thompson's Field to keep it a field.
- Ongoing issue on various parcels but in particular at the Bells Neck: dumping.

#### **Update on Town Gardens**

- Had fewer vacant plots this year than last. Thank you to the highway department for the mowing around the gardens to keep the tick risk at bay. Thanks to all gardeners who donated excess produce to the Hyannis Homeless Shelter.

#### **Retiring Commissioners/New Commissioners/New Staff**

- The Commission would like to thank Bob Sarantis and Bob Hartwell for their service to the committee, and to welcome new commissioners Ernest Crabtree and Robert Mador. We would also like to welcome Marie Hickey back as Recording Secretary.



**Upcoming projects in the next year**

- Re-design parking area in the Bells Neck next to the herring ladder to keep cars away from the run and create a more natural buffer.
- Conduct a study on the hydrology of the Town leased bog in Bell's Neck to determine optimal future use
- Continue studies on the effect of codium on Town beaches

## 40 § 8B

### § 8C. Conservation Commission; establishment; powers and duties

A city or a town which accepts this section may establish a conservation commission, hereinafter called the commission, for the promotion and development of the natural resources and for the protection of watershed resources of said city or town. Such commission shall conduct researches into its local land areas and shall seek to co-ordinate the activities of unofficial bodies organized for similar purposes, and may advertise, prepare, print and distribute books, maps, charts, plans and pamphlets which in its judgment it deems necessary for its work. Among such plans may be a conservation and passive outdoor recreation plan which shall be, as far as possible, consistent with the town master plan and with any regional plans relating to the area. The commission may, from time to time, amend such plan. Such plan shall show open areas including marsh land, swamps and other wetlands, and shall show which areas are subject to restrictions or wetland zoning provisions and any other matters which may be shown on a plat index under section thirty-three of chapter one hundred and eighty-four. Acquisitions of interests in land under this section and other municipal open lands shall be shown thereon as well as lands owned by other entities kept open through any legal requirement. Such plan shall show other areas which public necessity requires to be retained for conservation and passive recreation use. It shall keep accurate records of its meetings and actions and shall file an annual report which shall be printed in the case of towns in the annual town report. The commission may appoint a director, clerks, consultants and other employees, and may contract for materials and services within available funds insofar as the same are not supplied by other departments. The commission shall consist of not less than three nor more than seven members. In cities the members shall be appointed by the mayor, subject to the provisions of the city charter, except that in cities having or operating under a Plan D or Plan E form of city charter, said appointments shall be by the city manager, subject to the provisions of the charter; and in towns they shall be appointed by the selectmen, excepting towns having a manager form of government, in which towns appointments shall be made by the town manager, subject to the approval of the selectmen. When a commission is first established, the terms of the members shall be for one, two or three years, and so arranged that the terms of approximately one third of the members will expire each year, and their successors shall be appointed for terms of three years each. Any member of a commission so appointed may, after a public hearing, if requested, be removed for cause by the appointing authority. A vacancy occurring otherwise than by

expiration of a term shall in a city or town be filled for the unexpired term in the same manner as an original appointment. Said commission may receive gifts, bequests or devises of personal property or interests in real property of the kinds mentioned below in the name of the city or town, subject to the approval of the city council in a city or of the selectmen in a town. It may purchase interests in such land with sums available to it. If insufficient funds are available or other reasons so require, a city council or a town meeting may raise or transfer funds so that the commission may acquire in the name of the city or town by option, purchase, lease or otherwise the fee in such land or water rights, conservation restrictions, easements or other contractual rights including conveyances on conditions or with limitations or reversions, as may be necessary to acquire, maintain, improve, protect, limit the future use of or otherwise conserve and properly utilize open spaces in land and water areas within its city or town, and it shall manage and control the same. For the purposes of this section a city or town may, upon the written request of the commission, take by eminent domain under chapter seventy-nine, the fee or any lesser interest in any land or waters located in such city or town, provided such taking has first been approved by a two-thirds vote of the city council or a two-thirds vote of an annual or special town meeting, which land and waters shall thereupon be under the jurisdiction and control of the commission. Upon a like vote, a city or town may expend monies in the fund, if any, established under the provisions of clause (51) of section five for the purpose of paying, in whole or in part, any damages for which such city or town may be liable by reason of any such taking. The commission may adopt rules and regulations governing the use of land and waters under its control, and prescribe penalties, not exceeding a fine of one hundred dollars, for any violation thereof. No action taken under this section shall affect the powers and duties of the state reclamation board or any mosquito control or other project operating under or authorized by chapter two hundred and fifty-two, or restrict any established public access. Lands used for farming or agriculture, as defined in section one A of chapter one hundred and twenty-eight, shall not be taken by eminent domain under the authority of this section.

Amended by St.1961, c. 238; St.1965, c. 768, § 2; St.1967, c. 885; St.1971, c. 893, §§ 1 to 3; St.1975, c. 18.

Article 7. To see if the Town will vote to accept the provision of Chapter 223 of the Acts of 1957 authorizing cities and towns to establish Conservation Commissions to promote the development of natural resources. By request of Board of Selectmen.

Motion. To accept and adopt. Unanimously voted.

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## COMMITTEE ON REAL ESTATE AND OPEN SPACE

1997 ATM, ARTICLE 41. To see if the Town will vote to authorize the Board of Selectmen to appoint a Committee to be known as the Committee on Real Estate and Open Space for the purpose of studying and formulating a plan *for* the use, sale and acquisition of Town-owned land to be purchased and to act fully thereon.

### Size and composition of committee:

7 members appointed for three-year staggered terms. The Town Planner will serve in an advisory capacity and a member of the Board of Selectmen will serve as liaison.

### Charge of the Committee:

The Committee on Real Estate and Open Space is charged to:

- (1) Review the Harwich Master Plan with respect to land-related issues as they apply to future needs identified in the Plan.
- (2) Review and update currently existing inventories of town-owned land.
- (3) Survey the various town departments as to perceived future needs whether or not addressed in the Master Plan. These departments, including the Board of Selectmen, should be provided with the updated inventory and queried as to what, if any, currently-owned town property might be suitable for their purposes or what other properties they might feel the town should consider acquiring.
- (4) Identify those parcels of land either not currently owned by the town or otherwise held for preservation which might be of interest to the town for conservation, recreational, or other municipal purposes.
- (5) Identify those parcels of land currently owned by the Town which may be of no use or benefit to the Town and which might be suitable for sale in order to generate funds for the purpose of more desirable property.
- (6) Address such other land-related issues as may from time to time be identified and requested by the Board of Selectmen.

*Committee on Real Estate and Open Space (continued)*

- (7) Periodically update the Board of Selectmen as to its findings and recommendations and in any event to submit a written report of its findings and recommendations to the Board not later than October ~ of each year in order to provide adequate time for consideration of possible articles for the upcoming Annual Town Meeting.
- (8) Maintain minutes of all meetings and file copies of those minutes in a timely fashion with the Town Clerk and the Board of Selectmen.
- (9) Observe the requirements of the Open Meeting Law, the Charter of the Town of Harwich, and Roberts Rules of Order in the conducts of its business.
- (10) Refrain from entering into any negotiations, contracts or other discussions or activities which might be perceived as a commitment or an obligation on the part of the Town without prior consultation with and an affirmative vote of the Board of Selectmen.

*Adopted by vote of the Board of Selectmen July 21, 1997*

*Amended by vote of the Board of Selectmen on May 12, 2008:  
Changed membership from 5 members to 7 members*

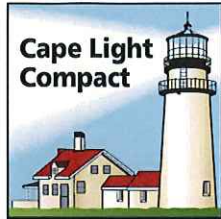
Chris

Attached is an update from the Cape Light Compact regarding Eversource's Grid Modernization Plan for the Vineyard and Cape Cod. I would like to give your Board of Selectmen an update on this subject at an upcoming September or October Selectmen meeting. If that is possible, please get back to me with a potential meeting date and time.

I hope you enjoy the remainder of the summer.

Maggie

Margaret T. Downey, Administrator  
Cape Light Compact  
3195 Main Street  
P. O. Box 427  
Barnstable MA 02630  
(508) 375-6636  
[mdowney@barnstablecounty.org](mailto:mdowney@barnstablecounty.org)  
[www.capelightcompact.org](http://www.capelightcompact.org)



## Cape Light Compact

P.O. Box 427, Barnstable, MA 02630

1.800.797.6699 | Fax: 774.330.3018 | [capelightcompact.org](http://capelightcompact.org)

August 5, 2016

Mr. Michael D. MacAskill  
Chair  
Board of Selectmen  
P.O. Box 993  
Harwich, MA 02645

Dear Mr. MacAskill:

In my March 29 letter, I brought to your attention a very important infrastructure issue for the Cape and Vineyard now before the Massachusetts Department of Public Utilities (DPU 15-122). I would like to give an update to the Board of Selectmen/Town Council at one of their September or October regular scheduled meetings on the status of the DPU proceeding.

The Eversource five-year \$496 million "Grid Modernization Plan" for transformation of electric system, is the largest change in more than a century. This plan is the first step into a new electric future known as the "Smart Grid." The transformation combines electric and information technologies that can allow two-way energy flows and enhanced energy efficiency, energy storage, increased local generation, and greater stability and reliability.

DPU decisions concerning this plan will have far-reaching impacts on economic development, costs to consumers, and security for our region for decades to come. At a recent meeting, Cape Cod Technology Council President Bert Jackson said, "the impact of what we're talking about is generational. This is something that is going to impact what's happening in our community, not just for the next five or ten years, but for our children and grandchildren."

The Compact is seeking to make sure that the Eversource plan delivers on the claim that it is centered on benefits to consumers. We also want to make sure that our region does not suffer delays and disadvantages in technological development.

In our letter to you on March 29 on this topic, we asked that each town send a request to the DPU to extend the time period for consideration and public review of the Eversource Plan. That effort was successful. Based on our past regulatory successes, the Compact has intervened in the Eversource DPU docket (DPU 15-122/123). The Compact's goals in this intervention are to:

*\*Ensure Cost Efficiency*

Under the plan, spending is pre-authorized and will appear on our bills for a long period of time. This means making sure the amounts being charged are fair, that costs are properly allocated. Much of the Eversource focus is on the Boston area and on large customers. As a region made up largely of small commercial and residential consumers, will we subsidize Boston area improvements and have only limited opportunities?

*\*Ensure Reliability at Problem Locations and at Desired Levels*

This turns in part to identifying critical areas that need upgrades. Inappropriate costs for standard maintenance (such as tree-trimming) should not be part of this plan. And possible overbuilding for minimal gains in reliability

### ***Working Together Toward A Smarter Energy Future***

Aquinnah | Barnstable | Barnstable County | Bourne | Brewster | Chatham | Chilmark | Dennis | Dukes County | Eastham | Edgartown | Falmouth  
Harwich | Mashpee | Oak Bluffs | Orleans | Provincetown | Sandwich | Tisbury | Truro | Wellfleet | West Tisbury | Yarmouth

should be evaluated.

*\*Ensure Continued Opportunities for Distributed Generation and Storage Development*

Technological capacity needed to accommodate more distributed generation such as solar needs to be evaluated, as well as the cost of proposed enhancements. There are a number of features of the Plan that need to be thoroughly examined. A primary concern is that opportunities and benefits for our region could be significantly delayed or diminished.

*\*Ensure Consumer Access to Smart Grid Technology at the Level Desired*

The Department of Public Utilities has taken an initial position that Eversource should install “smart meters” in all homes and businesses. Eversource has proposed that the installation of smart meters be upon request and that anyone wishing to have a smart meter leave the Cape Light Compact or other independent supplier and join the Eversource power supply. The Smart Grid platform to be paid for by consumers and created by Eversource should not be for the purpose of securing a monopoly position. This issue needs to be fully examined.

Other states have already undertaken Smart Grid development and fortunately, we can benefit from their experience. In some instances, utilities have used the transformation of their electric grid as an opportunity to entrench their monopoly operations and favor large customers rather than develop an open platform for new services for all customers. In other cases, innovative new opportunities for consumer savings and benefits have been developed—such as Baltimore Gas & Electric’s “Energy Savings Day,” or Green Mountain Power’s offer of “powerwall” electric storage technology for customers.

Over the next few months, the Compact will be working with the Cape Cod Technology Council and others to create greater public awareness about what is at stake for each of us.

As major customers, and as public bodies, our towns continue to have an important role to play in educating the public on this issue. In addition to a meeting, I also ask that you post a link to the Compact’s Smart Grid webpage to encourage the residents and business owners in your town to become more informed on this topic. The link is: [www.capelightcompact.org/smartgrid](http://www.capelightcompact.org/smartgrid).

Thank you for your on-going interest and support on this vital topic.

Sincerely,



Margaret T. Downey  
Administrator

Cc: Compact Board Member



# **Eversource's Grid Modernization Plan: Does It Lay the Foundation We Need For Our Communities' Energy Future?**

*September 26, 2016*

Maggie Downey, Cape Light Compact Administrator  
Austin Brandt, Power Supply Planner

**Cape Light  
Compact**



*Working Together Toward A Smarter Energy Future*

# Grid Modernization: What and why?



- What is “the grid”?
  - The electric grid is an infrastructure network designed to deliver electricity from suppliers to end users. Our grid was designed and built in an era when this simply meant delivering power from large, centralized generating plants to customers’ homes and businesses.
- Grid modernization is the process by which digital intelligence is incorporated in to our electric power grid to allow power to flow in two directions—to and from the consumer—transforming it into an interactive delivery network. This is being done in states all across the U.S. - Massachusetts is not leading the curve on this.

# Grid Modernization

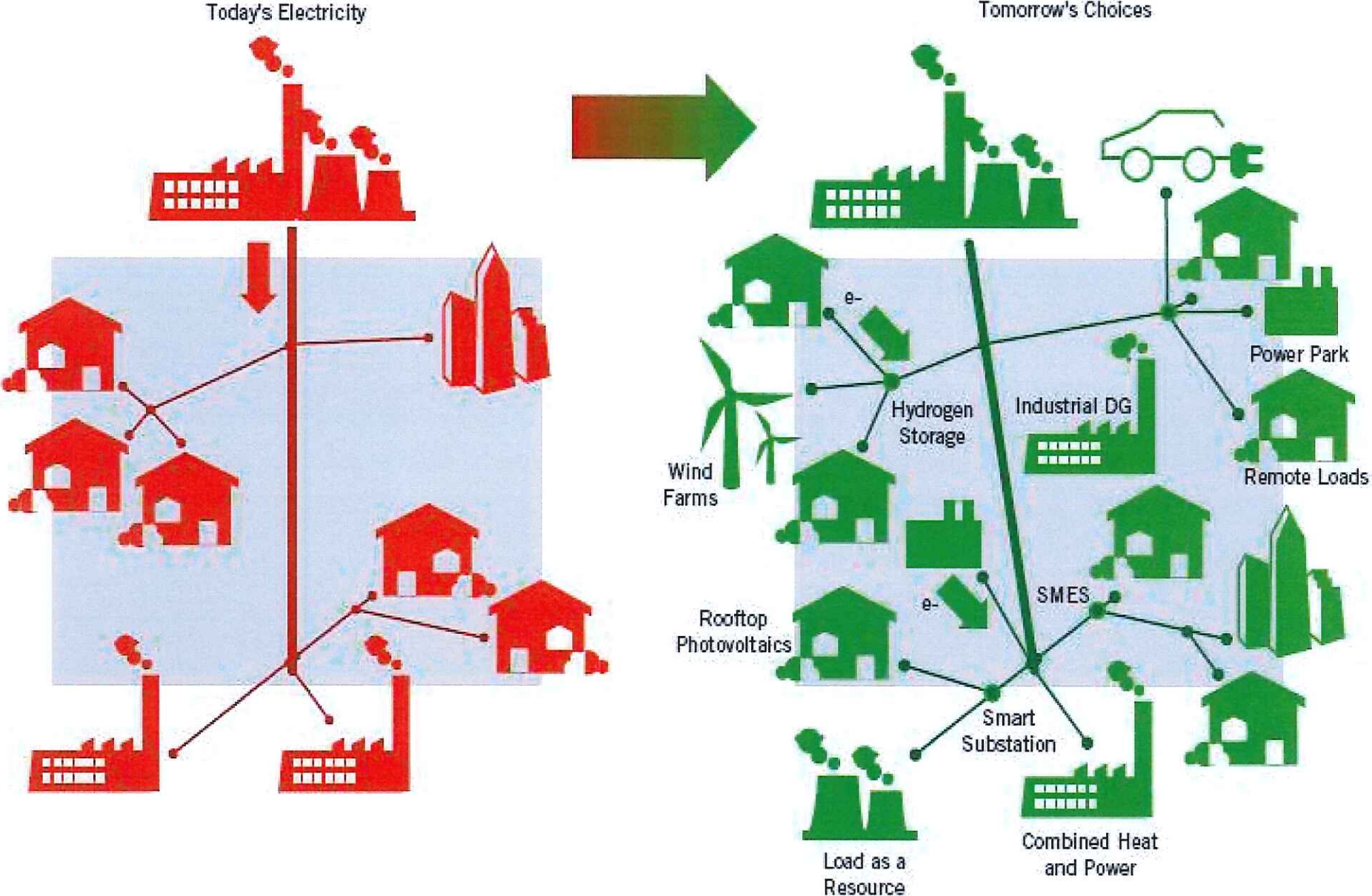


Fig. 1. The IEEE's version of the Smart Grid involves distributed generation, information networks, and system coordination, a drastic change from the existing utility configurations.

# Why should you care?



- This is the first time that the DPU has mandated that the electric distribution companies (EDCs) like Eversource modernize our antiquated grid
- Choices made today will have dramatic impacts on Distributed Energy Resources, storage, energy efficiency for many years to come
- This is an opportunity for consumer empowerment
  - Could allow consumers to better understand their usage and make informed energy decisions
  - Could allow consumers to play a role in stabilizing the grid and reducing infrastructure costs
  - Could better enable consumers to play a role in reducing emissions and mitigating climate change impacts
- ***You're paying for it!***

# What could it do for us?



- Greater system stability and resiliency
- Expand renewable energy integration
- More opportunities for energy efficiency and demand management
- Encourage development of microgrids

Overall, more local control and a central role for consumers... *depending on what is put in place.*

# DPU's Grid Modernization Goals:



The DPU set forth four primary goals in its order for all Massachusetts utilities to submit plans for grid modernization:

1. Reducing effects of outages
  - *Number of outages, length of outages, number of customers affected, including weather-related*
2. Optimizing demand, including reducing system and customer costs
  - *Don't pay lots of money for infrastructure you only need a few hours per year*
  - *Deploy technology that enables customers to optimize their demand*
3. Integrating distributed energy resources
  - *Allow customers with solar and/or storage (including EVs) to contribute to grid reliability and renewable energy goals*
4. Improving workforce and asset management
  - *Make our utilities operate more efficiently and reduce customer costs*

# Eversource's proposal



- In August 2015, Eversource filed its five-year, \$496 million Grid Modernization Plan
- Claims consumers are at the center of the plan
- Conservative, grid-facing approach
  - Emphasizes incremental investments
    - “...a flexible foundation for the future”
  - Heavily focused on improving reliability & resiliency
- Downplays benefits of giving consumers greater access to information and pricing transparency
  - Most apparent through opt-in approach to advanced metering and time-varying rates
  - Takes position that customers are uninterested in TVR

# Eversource spending proposals



Investment Category	5-year Capital + O&M (million)
Smart & Integrated Grid	\$171.9
Resilient Grid	\$150
Customer Engagement	\$108.2
Enabling Investments	\$66.3
<b>TOTAL:</b>	<b>\$496.4</b>



# In summary...



## Potential Benefits:

- Will provide system operators with much greater visibility in to real-time status of system
  - Leads to greater operation and, in theory, planning efficiencies
- Will improve reliability and resiliency of the grid
  - Less customer outages, shorter outages
- Concerns
  - Utility-centric
  - No universal AMI = limited customer engagement
  - No cost allocation according to benefits
  - Inclusion of core utility functions
  - Limits potential for smart metering and associated benefits
  - TVR program design does not appear to meet DPU requirements



# A high-level comparison...

National Grid also filed a ~\$1 billion GMP that proposed a full deployment of advanced meters on an opt-out basis throughout their service territory

## Eversource

- Focused on grid-facing technologies
- Emphasizes reliability
- Not convinced residential/small business customers will benefit from TOU/advanced metering

## National Grid

- Says their plan is for the “utility of the future”
- More of an “all of the above” approach to technology deployment
- Used AMI deployment experience in Worcester to inform GMP
- Exploring battery storage

# As the GMPs are currently proposed, five years from now:



A customer on Cape Cod or Martha's Vineyard...	A customer in National Grid service territory...
...may have increased grid reliability from grid fortification	...will have a more stable, demand-optimized grid and benefit from real-time outage and restoration notification to their utility through their meter
...will have minimal/no insight in to real-time energy usage patterns, seeing only their total usage on the monthly bill, like they do now	...will have deeper insight in to their usage patterns, enabling informed energy decisions
...will be unable to receive or respond to real-time pricing signals	...will receive real-time pricing and can adjust usage accordingly, with the help of smart/connected appliances
...will have few or no opportunities to reduce costs by shifting usage	...will be able to benefit from time-of-use pricing by shifting their usage to lower-priced periods of the day (possibly automatically, with the help of smart/connected appliances)

# Smart grid in other states



- MA is not leading the curve – across the U.S. there are about 60 million smart meters already installed
- Baltimore Gas & Electric:
  - Began installing smart meters in 2012
  - \$2.50 in benefits for every \$1 spent
  - Have “Energy Savings Days,” ~700,000 participants, \$7.26 average bill credit
- Commonwealth Edison (Chicago)
  - 2.5 million smart meters installed
  - 2015 was best reliability year ever, largely due to automatic outage notification
  - Smart meters saved \$3 million in truck-rolls

# As consumers...



*Do we want to continue to interact with our utility only once-a-month, in the form of a bill?*

*Or do we want to have a more thorough understanding of our individual energy usage and be able to interact with our grid in real-time by:*

- Managing our usage and demand
- Being incentivized (\$\$) to contribute to grid stability and lowering infrastructure costs
  - Example: charging your EV when real-time prices are low, then discharging (selling power back to the grid) when real-time prices are high
  - Example: Set your smart thermostat to pre-cool your house when demand/real-time prices are low in the morning, but then cut off during peak demand/price hours in the afternoon

# Timeline Snapshot



- August 2015 – Utilities Filed GMPs
  - CLC and other parties began review
- May 2016
  - CLC Granted Intervenor Status
  - Procedural Schedule Issued
  - DPU Ruled Rate Design is Outside Grid Mod Scope
- June 2016
  - Utilities filed GMP updates
  - CLC filed first of 5 IR sets
- August 2016 – Procedural schedule suspended



## Next Steps

- Continue to get information from Eversource through Information Requests
- Continue to inform and engage consumers and communities on issues of concern
- Develop positions based on information received and consumer input
- Communicate consumer and community concerns to DPU
- Take our survey on Grid Modernization/Smart Grid:  
[www.surveymonkey.com/r/gridmodsurvey](http://www.surveymonkey.com/r/gridmodsurvey)



# Questions?

*For more information:*

- Visit our webpage on Grid Modernization at [www.capelightcompact.org/smartgrid](http://www.capelightcompact.org/smartgrid)
- Contact us with questions:  
[info@capelightcompact.org](mailto:info@capelightcompact.org)  
508-375-6644



# Town of Harwich Five Year Financial Plan FY 2018-2022

Presentation to:

Board of Selectmen

By

Christopher Clark, Town Administrator

Andrew Gould, Finance Director

September 26, 2016

9/26/2016

2018-2022  
Assumptions Five Year Plan

**SOURCES**

Property Tax

Property Tax (Base)	Prior year ending Tax Levy Limit .....
Statutory Increase 2.5 %	Statutory increase 2.5% per Year.....
Growth	Growth is estimate at \$200,000 per year.....
Capital Exclusion	As approved by ATM /STM .....
Debt	Per Treasurer & Assessor and includes proposed debt
General Override	NO General Overrides or/ Under ride included in plan.....
Overlay Surplus	Per Assessor \$ 100,000 per Year 2018- 2022.....
Community Preserv. Act	Per Community Preservation Committee Debt Service ( Land Bank Only).....
Provision for Abatement/Exempt	Plan at \$ 470,000 for FY 2018 plus \$10,000 each year thru FY 2022.....

Non-Property Tax

State Aid Gross	Trend line projection based upon past history; .....
MSBA Reimbursement	Ended in 2017
State Assessments	2.5 % increase.....
Motor Vehicle Excise	Flat for FY 18-22 at \$ 1.85M.....
Other Local Receipts	Updated projections based upon FY 15 Actual +CVEC 250,000.
Other Available Funds	Recap Sch. B-2 (Comcast Septic, Road & Harbors Betterments).....
Motel / Hotel Tax	90% of FY 15 Actual
Meal Tax	90% of FY 15 Actual

**USES**

EXPENDITURES

Municipal

Operating Expenses

Salaries and Wages	2.25% Annual Salary increases for FY 18 -22.....
General Expenses	1.5 % all plan years except as noted .....
Solid waste	Tipping fees increased from \$37.50 to \$70.00 effective January, 2015.....
Unemployment	Plan \$25,000/yr for FY 17-21 ( \$40,000 - FY 17-21 for Golf unemployment costs).....

**USES**

**EXPENDITURES**

**Municipal**

**Operating Expenses**

Salaries and Wages	2.25% Annual Salary increases for FY 18 -22.....
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**USES**

**EXPENDITURES**

**Municipal (continue)**

Group Health Insurance	2018-2022 - 15%
Pensions- Barnstable County	5.0% increases for FY 2017-2021 according to Barnstable County Administrator, predicated on a 7.75% investment return.....
Natural Gas	1.50%
Electric Utility	1.50% CVEC solar panel credits of \$150k starting Jan.1, 2015. ....
Street Lights	new LED lighting lower base year FY14 + 2% annually.....
Bulk Fuel	@ county bid.....
Property / Liability Ins.	MIIA FY 18 for town only plus 5.0% per year through 2022.....
Debt	Total Principal and Interest on existing Debt 2018-2022 Note: Authorized and Unissued Debt, as of June 30,2014 is \$9,661,000.00
State/County Assessments	2.5% annual increase on municipal accounts; .....

**Education**

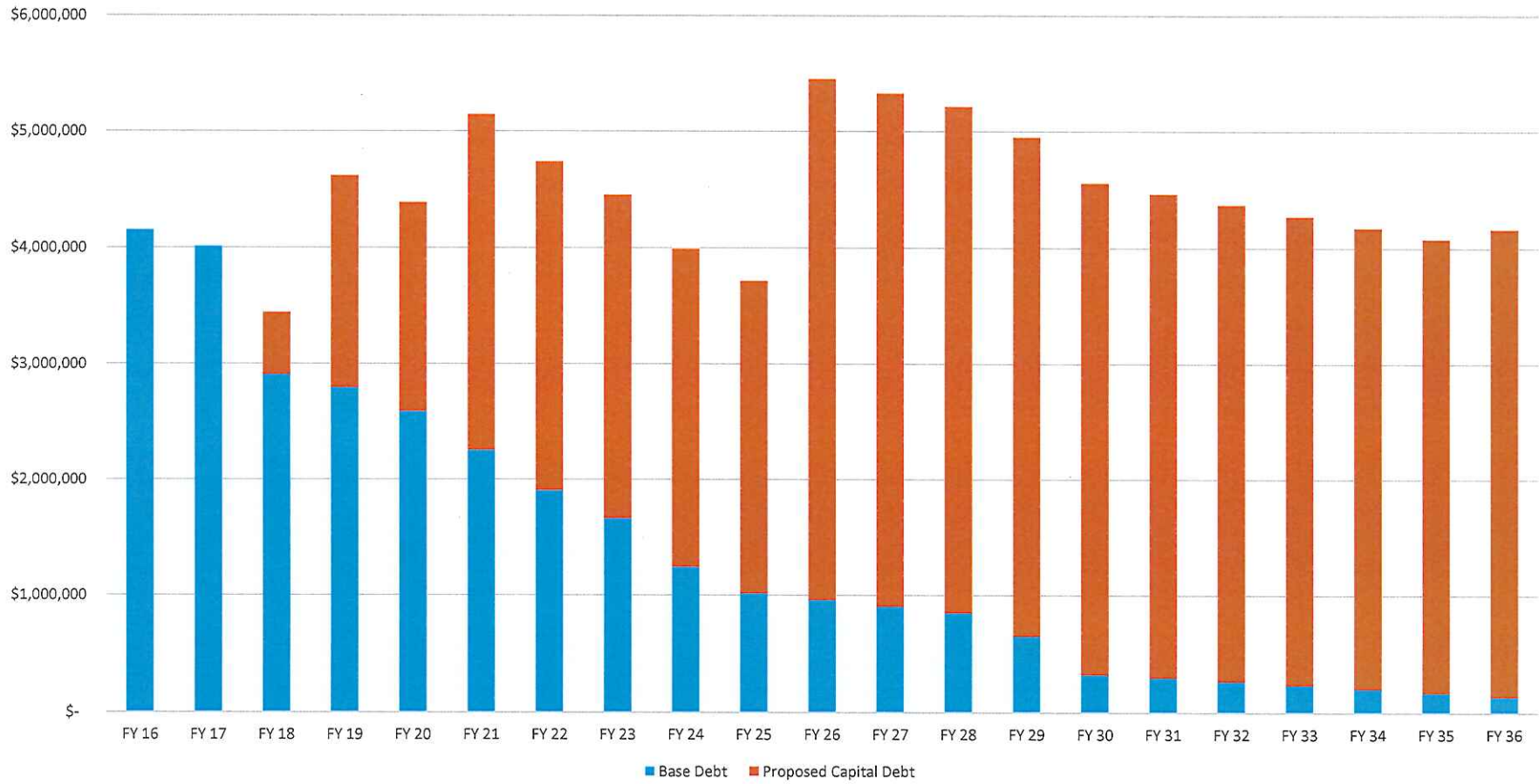
<b>C.C. Technical High</b>	<b>Per Ed Reform Calculation</b>	<b>Current projections are FY 17 plus 0 new students Budget + 3.25% 2018-2022</b>
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**Monomoy Regional Schools**

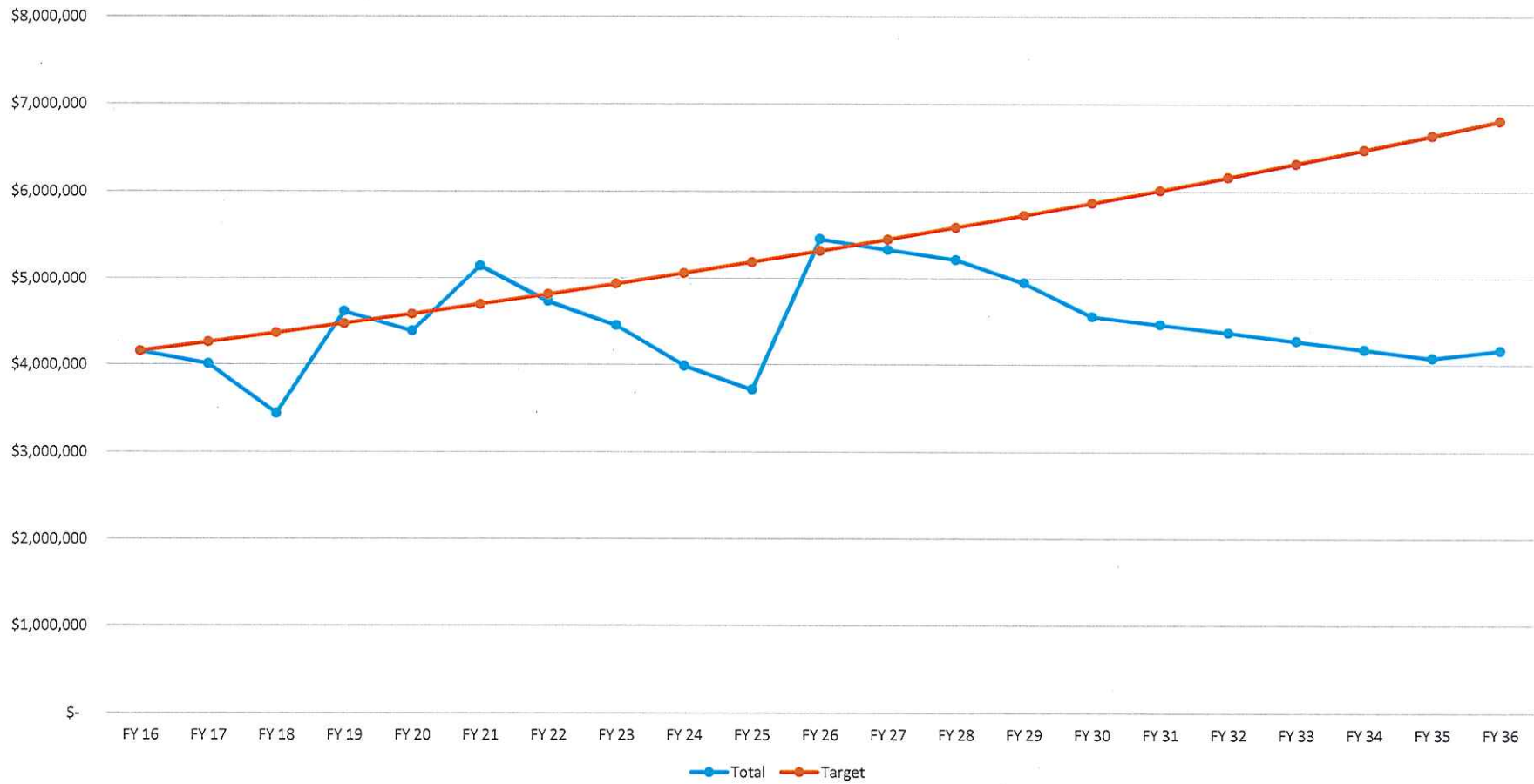
MRSD-Operating	Per Regional Agreement	<b>Pending Information by Region</b> Operating Budget increase by 3.25%
MRSD-Capital	Per Regional Agreement	Capital Budget zero same as fy 2015
MRSD-Transportation	Per Regional Agreement	Transportation Budget increase by 2.5% (holding place)
MRSD-Debt Service- Middle Schoc	Per Regional Agreement	Not Exempt Debt under Tax Levy within Prop. 2.5% 2016=\$115,121.21: FY 2017= \$ 90,399.87: FY 2018=60,956.53: FY2019=\$24145.54 FY 2020 \$0, debt paid in FY 2019. Note this debt payment is net of SBA.
MRSD-Debt Service H.S. BAN	Per Regional Agreement	FY 2016 to be funded.
MRSD-Debt Service H.S.	Per Regional Agreement	Debt Service 9/16/2014 2016-2040.....Interest @ 3.07%...25Year.....

Town of Harwich Five Year Plan 2018-2022		Budget	Five Year Plan	Five Year Plan	Five Year Plan	Five Year Plan	Five Year Plan
Line	SOURCES OF FUNDS	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022
1	Levy Limit	\$ 45,171,567	\$ 46,914,318	\$ 49,374,327	\$ 50,486,494	\$ 52,618,868	\$ 53,050,864
2	Local Receipts	10,899,085	11,243,410	11,224,495	11,273,732	11,323,964	11,375,211
3	Other Revenues						
4							
5	State Aid						
6	Cherry Sheet	683,884	666,809	666,809	666,809	666,809	666,809
7	School Building Assistance	993,195	-	-	-	-	-
8	Overlay Surplus	125,000	100,000	100,000	100,000	100,000	100,000
9	OFS (Transfers in)						
10	Waterways Mgmt.	107,163	112,519	110,396	108,273	-	-
11	Library State Grant	-	-	-	-	-	-
12	Comcast Operating	129,237	132,468	135,780	139,174	142,653	146,220
13	Septic Loan	17,358	17,250	17,250			
14	Water Indirect	587,382	602,067	617,118	632,546	648,360	664,569
15	Harwich Emg. Mgt.	13,736	13,648	13,890	14,137	14,389	14,645
15-a	Road/ Harbor Betterments	203,750	469,300	454,730	436,440	419,925	410,390
16	CPC Funds	633,400	608,950	588,750	553,700	341,750	238,050
	<b>TOTAL SOURCES</b>	<b>\$ 59,564,757</b>	<b>\$ 60,880,739</b>	<b>\$ 63,303,545</b>	<b>\$ 64,411,306</b>	<b>\$ 66,276,718</b>	<b>\$ 66,666,758</b>
18							
20	<b>USES OF FUNDS</b>						
21	<b>Charges:</b>						
23	State-Cherry Sheet Charges	650,351	666,610	683,275	700,357	717,866	735,813
24	Overlay (Abatements- Taxes)	460,000	470,000	480,000	490,000	500,000	510,000
25	<b>TOTAL CHARGES</b>	<b>1,110,351</b>	<b>1,136,610</b>	<b>1,163,275</b>	<b>1,190,357</b>	<b>1,217,866</b>	<b>1,245,813</b>
26							
27	<b>NET AVAILABLE Sources</b>	<b>\$ 58,454,406</b>	<b>\$ 59,744,129</b>	<b>\$ 62,140,270</b>	<b>\$ 63,220,949</b>	<b>\$ 65,058,852</b>	<b>\$ 65,420,945</b>
31	<b>Operating Plan Town</b>	<b>\$ 21,950,681</b>	<b>\$ 22,123,606</b>	<b>\$ 22,566,237</b>	<b>\$ 23,014,206</b>	<b>\$ 23,475,189</b>	<b>\$ 23,907,283</b>
32	<b>Fixed Cost</b>						
33	Barnstable County Retirement	2,528,468	2,654,891	2,787,636	2,927,018	3,073,369	3,075,125
33-a	Debt Service	3,750,309	3,241,458	4,438,477	4,241,014	4,926,480	3,873,625
34	Health Insurance	4,200,000	4,830,000	5,554,500	6,387,675	7,345,826	8,447,700
35	Property & Liab. Insurance	616,519	641,345	672,662	705,545	740,073	776,326
	Capital Exclusion	-	-	-	-	-	-
	OPEB	100,000	125,000	150,000	175,000	200,000	225,000
37	Unemployment Insurance	35,000	35,000	35,000	35,000	35,000	35,000
38	<b>Total Fixed Cost</b>	<b>11,230,296</b>	<b>11,527,694</b>	<b>13,638,275</b>	<b>14,471,252</b>	<b>16,320,747</b>	<b>16,432,776</b>
39	<b>Education</b>						
40	Cape Cod Tech	1,437,053	1,483,757	1,531,979	1,581,769	1,633,176	1,686,254
41-a	Monomoy Regional School District	23,833,578	24,608,169	25,407,935	26,233,693	27,086,288	27,966,592
42	<b>TOTAL USES</b>	<b>\$ 59,561,959</b>	<b>\$ 60,879,837</b>	<b>\$ 64,307,702</b>	<b>\$ 66,491,276</b>	<b>\$ 69,733,266</b>	<b>\$ 71,238,719</b>
45	<b>NET SOURCES &amp; USES</b>	<b>\$ 2,798</b>	<b>\$ 902</b>	<b>\$ (1,004,156)</b>	<b>\$ (2,079,970)</b>	<b>\$ (3,456,548)</b>	<b>\$ (4,571,961)</b>

Debt Chart



Actual and Project vs Target Debt



## WEST HARWICH GROUNDWATER PLUME

a synopsis of studies 1997-2011



## AGENDA

- a synopsis of the history of the West Harwich plume. 20 yrs; numerous sites evaluated
- cover groundwater and air testing results; ongoing monitoring, if any; current status
- risk communication re: homes in the area, drinking water, air, crops, Herring River, etc
- status of past reports - recommendations and follow thru

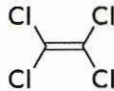


## A SYNOPSIS OF STUDIES 1997-2011

- PINWOOD VILLAGE CONDOMINIUM-Release Tracking No. 04-13326
- SITE INVESTIGATION REPORT- HARWICH PCE/TCE STUDY AREA –SARSS IV Contract- DEP (04-13326)
- DENNISPORT AUTOMATIC COIN LAUNDRY-Release Tracking No 04-12832
- ENVIRONMENTAL SITE ASSESSMENT- 5 Bells Neck, commissioned by Town of Harwich

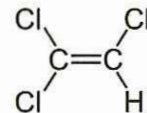
## Tetrachloroethylene- (PCE)

- Tetrachloroethylene is an excellent **solvent** for **organic** materials. Otherwise it is **volatile**, **highly stable**, and **nonflammable**. For these reasons, it is widely used in **dry cleaning**. It is also used to degrease metal parts in the **automotive** and other metalworking industries, usually as a mixture with other chlorocarbons. It appears in a few consumer products including **paint strippers** and **spot removers**



## Trichloroethylene (TCE)

- The **chemical compound** **trichloroethylene** is a **halocarbon** commonly used as an **industrial solvent**. It is a clear non-flammable liquid with a sweet smell. It should not be confused with the similar 1,1,1-trichloroethane, which is commonly known as **chloroethene**. The **IUPAC** name is **trichloroethene**. Industrial abbreviations include **TCE**, **trichlor**, **Trike**, **Tricky** and **tri**. It has been sold under a variety of trade names. Under the trade names **Trimar** and **Trilene**, trichloroethylene was used as a **volatile anesthetic** and as an **inhaled obstetrical analgesic** in millions of patients.



## PINEWOOD VILLAGE CONDOMINIUM

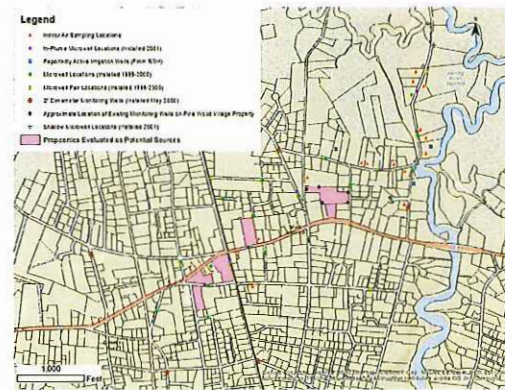


## PINEWOOD VILLAGE CONDOMINIUM

- Well results August 18 & 28, 1997- Imminent Hazard condition –dichlorobenzene, vinyl chloride, trichloroethylene (TCE), dichloroethylene and tetrachloroethylene (PCE). PCE levels at 260 ug/l & TCE at 59 ug/l (limit=5 ug/l).
- Bottled H2O distributed; BOH issues condemnation for 16 units; 2 residents relocated

## PINEWOOD VILLAGE CONDOMINIUM

- Town Water Installed
- Consultant hired- Immediate Response Action Plan and Completion Report
- No source found on site- upgradient source
- Downgradient Property Status Filed



## North & Smith St

- Private wells tested by town as part of Pinewood Village response
- Results of PCE ~5,000ug/l ( 1,000 times limit)
- Immediate notification to neighborhood
- Emergency installation of town water along North Rd
- Wells east, and south acceptable. Herring River negative

## DEP SITE INVESTIGATION REPORT Groundwater and Indoor Air Analysis

- 1999-2003 Field Investigation – multifaceted project- case file review; groundwater monitoring well installation and analysis; plume identification; indoor air quality analysis of homes and public buildings
- 23 groundwater locations w / monitoring at 10 ft intervals;
- Indoor air at 15 homes and Harwich library



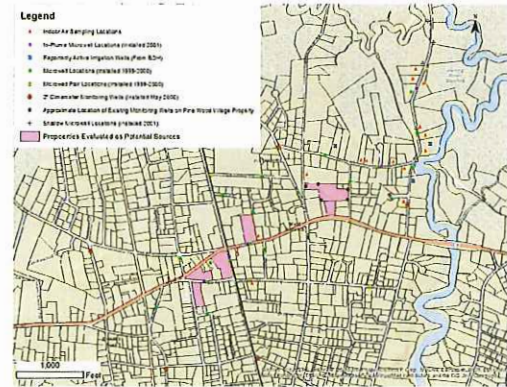
## DEP SITE INVESTIGATION REPORT

- Report links contributing activities in Dennis to West Harwich Plume.
- Vertical profiling indicates highest PCE/TCE concentrations 50-60 feet below grade on Belmont Rd ( 2001). Lateral extent of plume well defined. System moving NE to Herring River
- Previously high spot (1999) at town boundary dissipating

## DEP SITE INVESTIGATION REPORT

- Indoor air sample results ranging from 'none detected' to 49 ug/m<sup>3</sup> of PCE ( limit=11ug/m<sup>3</sup>) in basement areas. No levels detected in 1<sup>st</sup> floor living spaces. Results decreasing over 2 years of testing. Interference can occur from glues, stains, paints and solvents.
- Due to changing characteristics of the plume over time, additional water and air sampling should be considered esp 61, 65 and 93 North Road

## Dennisport Automatic Coin Laundry



## Dennisport Automatic Coin Laundry

- Dry cleaning operations 1964-1997
- Onsite storage of PCE and discharge of gray water to cesspools, open pits.
- Cease & Desist issued Feb 1997 after PCE detected in shallow well 17,000ug/l ( 33,000 ug/l 1998)
- Immediate Response Plan, Remedial Alternatives, Remedial Action Plans filed. Annual testing of monitoring wells in vicinity and reporting required.

## Insert solute transport model

### Dennisport Automatic Coin Laundry

- Extensive profiling, groundwater solute transport system mapping
- Remedial action plan to allow dispersal -attenuation supported via lowered contaminant levels over time.
- Lack of dense aqueous liquid phase deters reclamation and treatment
- Clean lens overlying plume eliminates exposure risks

### West Harwich School



### West Harwich School

- Consultant hired by Town in 2010 to review case history, address public concerns over reuse of building for housing as it relates to exposure risks from groundwater contamination
- 2010 well samples on site at "below reportable limits" for all VOC's
- Future well sampling recommended and ambient air testing
- File for Downgradient Property Status

DEP  
5 Bells Neck Road  
Request for Regulatory Guidance  
2012

- Synopsis of 2-10-12 letter to town
- Risk Communication

## Sandy Robinson

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**From:** Ann Steidel  
**Sent:** Tuesday, September 06, 2016 12:11 PM  
**To:** Sandy Robinson  
**Subject:** FW: Site Assessment- WH Plume  
**Attachments:** Town of Harwich ESA.pdf; 10.15.09 Terms & Conditions.pdf

**Importance:** High

*Ann Steidel  
Administrative Secretary  
Board of Selectmen/Town Administrator's Office  
Town of Harwich  
732 Main Street  
Harwich, MA 02645  
Phone 508-430-7513 x2  
Fax 508-432-5039*

**From:** Paula Champagne  
**Sent:** Tuesday, September 06, 2016 11:51 AM  
**To:** Charleen Greenhalgh <cgreenhalgh@town.harwich.ma.us>; Christopher Clark <cclark@town.harwich.ma.us>  
**Cc:** Ann Steidel <asteidel@town.harwich.ma.us>  
**Subject:** FW: Site Assessment- WH Plume  
**Importance:** High

Chris,

Attached is the proposal from Bennett Env to update the 2011 W.H.School studies and prepare a synopsis and presentation to the BOS  
This will include vapor soil testing at the site to address concerns over the use of the building  
Total ~ \$6,000

Please advise as to next steps.

Since it is time sensitive shall we give a brief intro in weekly briefings tonite so the Board can then post it for next week?  
Let me know if you want me to attend.

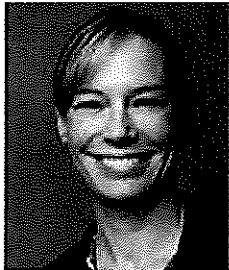
Paula

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**From:** Kara Risk [<mailto:krisk@bennett-ea.com>]  
**Sent:** Tuesday, September 06, 2016 9:22 AM  
**To:** Paula Champagne  
**Cc:** David Bennett  
**Subject:** Site Assessment

Good morning Paula. Per your request, please find attached our estimated costs for the Scope of Work as outlined. If you have any questions or concerns please do not hesitate to contact our office. If you wish to proceed, kindly sign and date where indicated and return a copy to our office.

Kind regards, Kara

	<p><b>Kara Risk</b> Bennett Environmental Associates, Inc. Business Manager, Associate (508) 896-1706 Work (781) 844-1982 Mobile krisk@bennett-ea.com P.O. Box 1743 Brewster, MA 02631 United States of America <a href="http://www.bennett-ea.com">http://www.bennett-ea.com</a></p>
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[Bennett Environmental Associates, Inc.](#)

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# BENNETT ENVIRONMENTAL ASSOCIATES, INC.

LICENSED SITE PROFESSIONALS ♡ ENVIRONMENTAL SCIENTISTS ♡ GEOLOGISTS ♡ ENGINEERS

1573 Main Street - P.O. Box 1743, Brewster, MA 02631 ♡ 508-896-1706 ♡ Fax 508-896-5109 ♡ www.bennett-ea.com

## PROPOSAL

September 6, 2016

Town of Harwich – Health Department  
Paula Champagne, Health Director  
732 Main Street  
Harwich, MA 02645

**RE: SITE ASSESSMENT**  
N/F West Harwich School  
5 Bells Neck Road  
West Harwich, MA

Dear Ms. Champagne,

Per your request, BENNETT ENVIRONMENTAL ASSOCIATES, INC. (BEA) has prepared the following budget to conduct research and present findings to the Board of Selectmen as a review of the historic testing conducted at the subject property. This Scope of Work further includes physical testing in order to establish current environmental conditions.

### PHASE I: RESEARCH & MEETING

Conduct MA DEP file review relative to the current status of a known release of volatile organic compounds (VOCs) from RTN 4-12832. Review internal records relative to work conducted by BEA in 2011 inclusive of physical testing. Attend Board of Selectmen's meeting to present findings of such research.

Professional Services [PL 15hrs] \$ 1,875.00

### PHASE II: PHYSICAL TESTING

Install soil vapor probe for collection of soil vapor samples. Conduct soil vapor testing via TO-15 SIM (residential) collection and analysis. Forward samples to a certified laboratory and review analytical report. Use Policy Guidance in the evaluation of soil vapor data relative to exposure risk. Locate existing on-site monitoring wells and confirm viability. Develop, purge, and sample BEA-IS/D for laboratory analysis of VOCs. Review laboratory analytical relative to exposure risk.

Professional Services [PM 7hr, ESII 7hr, A 2hr] \$ 1,300.00  
Laboratory Analysis [2- TO15 SIM residential testing, 2-8260] \$ 1,025.80  
Equipment [truck, YSI, water level meter, pump, PID, coring drill, vapor pin (2)] \$ 400.00

### PHASE III: REPORTING


Prepare Letter of Findings from physical testing conducted and frame results relative to risk characterization standards and implications for Notification and Remedial Response liability.

Professional Services [PL 10 hrs] \$ 1,250.00

The fees outlined are based on time and expense for the Scope of Work outlined in accordance with our Standard Terms and Conditions and Fee Schedule provided. You will be advised of any changes in the Scope of Work which would significantly affect the budget estimate prior to completion of the work.

Therefore, if you would like to proceed with the above Scope of Work as outlined, please sign the authorization below and return one copy of this proposal to our office. Should you have any questions or need additional information, please contact me directly at your convenience.

Sincerely,  
BENNETT ENVIRONMENTAL ASSOCIATES, INC.

  
Kara Risk  
Business Manager

Cc: David C. Bennett, LSP (internal)

Encl: Terms and Conditions (2009)/Fee Schedule (2014)

AUTHORIZATION: \_\_\_\_\_ DATE: \_\_\_\_\_

**STATEMENT OF TERMS AND CONDITIONS**  
**BENNETT ENVIRONMENTAL ASSOCIATES, INC.**  
**OCTOBER 15, 2009**

Bennett Environmental Associates, Inc. and Client agree as follows:

**Section 1. ENVIRONMENTAL AND ENGINEERING SERVICES**

Bennett Environmental Associates, Inc. shall provide Client with the services set forth in its Proposal for Services ("Proposal") with respect to the property identified in the Proposal (the "Site"), under the terms and conditions set forth herein.

If additional services are required or if the scope of the project is materially changed, the amount of compensation shall be appropriately adjusted between the Client and Bennett Environmental Associates, Inc. If additional services are required of Bennett Environmental Associates, Inc. by Client for any reason (including, but not limited to report and data interpretation, litigation support, or EPA or MA DEP audits) at any time in addition to the completion of the services as set forth in the Proposal, those services shall be considered additional services for which Bennett Environmental Associates, Inc. shall be compensated on a time and materials basis at then existing rates.

**Section 2. COMPENSATION FOR PROFESSIONAL SERVICE**

A. Fees for Services. Fees for services will be based upon the time worked on a given project, as described within the Proposal. Such fees are computed by multiplying total payroll cost by a factor (to include overhead and profit) for all members of Bennett Environmental Associates, Inc. Total payroll cost is defined as a direct salary cost plus payroll taxes and fringe benefits. Client is advised that all fees are subject to increases. A copy of the current fee schedule is attached. Please note that expert testimony will be billed on a daily rate at two times the hourly listed rate. Time incurred between 6:00pm and 6:00am will be billed at 1.5 times the above noted rates.

B. Travel Fees. Time spent traveling, when travel is in the interest of work, will be charged in accordance with the fee schedule. Likewise, truck usage will be invoiced in accordance with our equipment rental fees noted on the back of our fee schedule. Tolls and parking charges incurred by Bennett Environmental Associates, Inc. will be billed directly and are subject to a fifteen percent (15%) mark-up fee.

C. Subcontractor Services. Bennett Environmental Associates, Inc. may engage services of subcontractors and/or other professionals to perform required services, including but not limited to soil boring, drilling, or construction. Bennett Environmental Associates, Inc. will include the actual subcontractor's charge together with a service charge of 15% to its fee.

D. Other Expenses. Expenses will be billed at cost plus a service charge of fifteen percent (15%). Examples of expenses include, but are not limited to, printing and reproduction, special fees, permits, and licenses.

**Section 3. BILLING AND PAYMENT**

A. Invoices and Timely Payment. Client will pay Bennett Environmental Associates, Inc. in accordance with the rates and payment terms set forth in the Proposal and Fee Schedule. Invoices will be submitted periodically, at the completion of work or monthly as work progresses. All invoices will be paid within thirty (30) days after invoice date. Interest at prevailing rates will be charged on unpaid invoices over 15 days past the due date. The interest charge will be calculated from the date of the invoice.

B. Termination for Failure to Pay. If Client fails to pay any invoice in full within thirty (30) days after invoice date, Bennett Environmental Associates, Inc. may, at any time, and without waiving any other rights or claims

against Client and without thereby incurring any liability to Client, elect to suspend or terminate performance of Services upon ten (10) days prior written notice from Bennett Environmental Associates, Inc. to Client. In the event of work suspension or termination, Bennett Environmental Associates, Inc. shall have no liability to the Client for delays, costs or damages caused by the suspension or termination.

Notwithstanding any suspension or termination of services by Bennett Environmental Associates, Inc. for nonpayment of invoices, the Client shall pay Bennett Environmental Associates, Inc. in full for all services rendered to the date of suspension/termination of services plus all interest. Bennett Environmental Associates, Inc.'s non-exercise of any rights or remedies, as specified herein or otherwise provided by law, shall not be deemed a waiver of any such rights or remedies, nor preclude it from the exercise of such rights or other rights and remedies. Further, Bennett Environmental Associates, Inc. shall be reimbursed for all costs and expenses of collection, including reasonable attorneys' fees.

#### **Section 4. STANDARD OF CARE**

Bennett Environmental Associates, Inc.'s services performed for the Client will be performed in accordance with generally accepted engineering and environmental practices under similar circumstances and conditions and at the time and place where the services are rendered, and not according to any standards that are subsequently developed, accepted or otherwise recognized in the profession. No other warranty or representation, expressed or implied, is included or intended in any proposal, contract, opinion or report.

#### **Section 5. SITE CONDITIONS**

A. Presence of Oil and Hazardous Materials. When oil and hazardous materials are known, assumed or suspected to exist at a Site, Bennett Environmental Associates, Inc. will take appropriate precautions to protect the health and safety of its personnel, to comply with applicable laws and regulations, and to follow procedures that it deems prudent to minimize physical risks to employees and the public. Client hereby represents that if he knows or has any reason to assume or suspect that hazardous materials may exist at the Site, he has so informed Bennett Environmental Associates, Inc. The Client also warrants that he has done his best to inform Bennett Environmental Associates, Inc. of such known or suspected hazardous materials type, quantity and location.

B. Control of Site. Bennett Environmental Associates, Inc. shall have no responsibility or liability for any aspect or condition of the Site, now existing or hereafter arising or discovered. Bennett Environmental Associates, Inc. does not, by its entry into an agreement with Client, or its performance of Services under any such agreements as set forth in the Proposal, assume any responsibility or liability with respect to the Site; nor shall any liability or responsibility be implied or inferred by reason of Bennett Environmental Associates, Inc.'s performance of any work under the Proposal.

C. Disposal and Title of Contaminated Materials. Nothing in the Proposal or these Terms and Conditions shall be construed or interpreted as requiring Bennett Environmental Associates, Inc. to assume the status of a generator, transporter or a storage, treatment or disposal facility for oil or hazardous materials or other waste materials. Arrangement for the treatment, storage, transport or disposal of any such materials by Bennett Environmental Associates, Inc. shall be deemed as being made at the direction of the Client and exclusively for the Client's behalf and benefit.

D. Unknown Conditions and Discovery Thereof. Client recognizes that Bennett Environmental Associates, Inc. has no way of knowing precisely what subsurface conditions are until the subsurface is fully exposed. Prior to that time, Bennett Environmental Associates, Inc. must rely on assumptions based upon its professional opinions. When disclosures made through sampling or observation of excavation or construction indicate actual conditions differ from those which Bennett Environmental Associates, Inc. assumed to exist, a changed condition will exist and such changed condition may indicate the need for obtaining Services not originally included in the scope of work. Bennett Environmental Associates, Inc. agrees to notify Client as soon as possible after any such changed condition is disclosed. Client agrees to:



- (1) Pay any reasonable fees and costs, which may be required by those Bennett Environmental Associates, Inc. must retain to execute the work, in accordance with its expense reimbursement policy relative to recovery of direct project costs;
- (2) Not unreasonably limit Bennett Environmental Associates, Inc.'s ability to retain such persons or organizations Bennett Environmental Associates, Inc. believes are necessary for proper execution of the work; and
- (3) Waive any claim against Bennett Environmental Associates, Inc., and defend, indemnify and hold Bennett Environmental Associates, Inc. harmless from any claim or liability for injury or loss allegedly arising in whole or in part from Client's refusal to permit Bennett Environmental Associates, Inc. to retain those whose assistance it believes is necessary for proper execution of the work.

#### **Section 6. RIGHT OF ENTRY**

Unless otherwise agreed, the Client will furnish right-of-entry on the Site and permission for Bennett Environmental Associates, Inc. and its subcontractors to perform measurements, soil tests or other required explorations pursuant to the Scope of Services. If Client is not the owner of the Site and services include borings or other such testing measures, Bennett Environmental Associates, Inc. may require written authorization from the property owner to perform such services. Bennett Environmental Associates, Inc. will take reasonable precautions to minimize damage to the land from use of equipment. If Bennett Environmental Associates, Inc. is required to restore the property to its former condition; the cost of such restoration will be added to its fee.

The Client recognizes that there is an inherent risk in drilling borings, pushing or driving probes, excavating trenches, or implementing other methods of exploration at or near a site contaminated by oil or hazardous materials. The Client accepts these risks and releases Bennett Environmental Associates, Inc. from any liability that may be incurred as a result of the Services, provided that such Services were performed in accordance with the required Standard of Care.

#### **Section 7. INSURANCE**

Bennett Environmental Associates, Inc. maintains Worker's Compensation Insurance with respect to its employees with statutorily required limits. Bennett Environmental Associates, Inc. further maintains public liability and property damage insurance policies. Certificates of Insurance will be provided to Client upon written request.

Client acknowledges that Bennett Environmental Associates, Inc. will not be liable for any loss, damage, cost or expense which, in the aggregate, are greater than the amounts of Bennett Environmental Associates, Inc.'s available insurance coverage, exclusions and conditions as set forth in such policies.

#### **Section 8. ENVIRONMENTAL LIABILITY**

Client acknowledges that Bennett Environmental Associates, Inc. has neither created nor contributed to the creation of any hazardous, radioactive, toxic, pollutant, or otherwise dangerous substance or condition, or asbestos, at the Site. Likewise, Client acknowledges that Bennett Environmental Associates, Inc. assumes no responsibility or liability resulting from vandalism or the effects of vandalism on any remediation or bio-remediation equipment installed by its agents or subcontractors at the Site.

#### **Section 9. HEALTH AND SAFETY**

Bennett Environmental Associates, Inc. shall be responsible for, and its employees shall follow, health and safety precautions that meet federal, state and local standards, statutes, and regulations. Bennett Environmental Associates, Inc. shall not specify construction procedures, manage or supervise construction, or implement or be responsible for health and safety procedures for anyone other than its own employees or subconsultants.

Bennett Environmental Associates, Inc. shall not be held accountable, in whole or in part, for the acts, errors, or omissions of its subconsultants or other parties on the Project nor have control or charge of, or be responsible for, construction means, methods, techniques or procedures, or for safety precautions and programs.

**Section 10. PROFESSIONAL LIABILITY**

The total aggregate liability of Bennett Environmental Associates, Inc., its employees, agents, and independent professional associates and consultants, and any of them, to the Client and any one claiming by, through or under the Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Bennett Environmental Associates, Inc.'s services or this Agreement, from any cause(s) whatsoever (including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of Bennett Environmental Associates, Inc., or its employees, agents or independent professional associates or consultants) shall not exceed the total compensation received Bennett Environmental Associates, Inc. under this Agreement or \$100,000.00 whichever is less. Further, the Client agrees to indemnify and hold harmless Bennett Environmental Associates, Inc. from any liability resulting from the acts, errors, or omission of the Client or the Client's agents.

On request, Bennett Environmental Associates, Inc. will provide personnel to observe construction to ascertain that such construction is being performed, in general, in accordance with plans and/or specifications. The Client recognizes that construction monitoring is a technique employed to minimize the risk of problems arising during construction. Provision of construction monitoring by Bennett Environmental Associates, Inc. is not insurance and in no manner shall such observation make Bennett Environmental Associates, Inc. a guarantor of any contractor's work. In all cases, contractors shall retain responsibility for the quality of their work and for adhering to plans and specifications, including responsibility for maintaining legal methods of transport and appropriate locations for disposal of materials.

**Section 11. DOCUMENTS**

All reports, drawings, boring logs, field data, field notes, laboratory test data, calculations, estimates, specifications, and other documents, data or information prepared by Bennett Environmental Associates, Inc. as instruments of service, shall remain the sole property of Bennett Environmental Associates, Inc. Documents will not, in whole or in part, be disseminated to any other party nor used by any other party in whole or in part without the prior written consent of Bennett Environmental Associates, Inc. except as required by law. The Client may, at his expense, obtain record prints of drawing or such other documents, in consideration of which the Client will use them solely in connection with the above-described project.

**Section 12. GOVERNING LAW; SEVERABILITY; ASSIGNMENT**

This agreement between Bennett Environmental Associates, Inc. and Client as set forth in the Proposal and in these Terms and Conditions shall be governed by and enforceable in accordance with the law of the Commonwealth of Massachusetts.

The provisions of these Terms and Conditions are severable. The invalidity of any part of these Terms and Conditions shall not invalidate the remainder of these Terms and Conditions.

The agreement between Client and Bennett Environmental Associates, Inc. is not assignable, except upon prior written consent.

**Section 13. DISCLOSURE REQUIREMENTS**

The Client recognizes a duty of care to the public that requires him to report to appropriate authorities the discovery of certain types of hazardous materials. Bennett Environmental Associates, Inc. will seek to alert Client to any matters that it reasonably believes requires Client's immediate attention to help protect public health and safety, or which Bennett Environmental Associates, Inc. believes requires Client to issue a notice or report to certain public officials.

The Client shall be responsible for notifying public officials and agrees to do so in accordance with applicable federal and state law. The Client also agrees that if Bennett Environmental Associates, Inc. decides it is inappropriate for Bennett Environmental Associates, Inc. to notify public officials, it will not be held liable in any respect for failing to report conditions, which were Client's responsibility to report. The Client further agrees to defend, indemnify and hold Bennett Environmental Associates, Inc. harmless from any claim or liability for injury or loss allegedly arising from Bennett Environmental Associates, Inc.'s notifying or not notifying public officials about conditions existing at the Site.

**Section 14. TERMINATION**

In addition to the Termination provided in Section 3(B) pertaining to Client's failure to pay for services, the obligation to provide further services under this Agreement may be terminated by either party upon twenty (20) days written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof through no fault of the terminating party.

In the event of any termination, Bennett Environmental Associates, Inc. will be paid for all services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.

**Section 15. LEGAL ACTION**

A. Enforcement of Contract. Should it become necessary for Bennett Environmental Associates, Inc. to enforce any term of the provisions of this Agreement, or to collect any portion of the amount payable under this Agreement, then all litigation and collection expenses, attorney's fees, shall be paid by the Client.

B. Suit Against Us. In the event that Client institutes a suit against Bennett Environmental Associates, Inc. because of any failure or alleged failure to perform, error, omission, or negligence, and if such suit is not successfully prosecuted, or if it is dismissed, or if a verdict is rendered for Bennett Environmental Associates, Inc. Client agrees to pay any and all costs of defense, including attorney's fees, expert witness fees, and court costs, and any and all other expenses of defense which may be reasonably necessary, immediately following dismissal of the case or immediately upon judgment being rendered in favor of Bennett Environmental Associates, Inc.

C. Time Limitation of Suit. All legal actions by either party to this Agreement against the other party for breach of this Agreement, failure to perform under this Agreement in accordance with an applicable standard of care, indemnity, or contribution (however denominated) shall be barred two years from the day after the date on which the party bringing the action knew or reasonably should have known of the facts giving rise to the cause or causes of action; but in no event may any such claim be filed, commenced or otherwise asserted more than two years from the date on which Bennett Environmental Associates, Inc. completes its services. Nothing in this paragraph shall be construed in any way to extend the time period for the filing of a legal action under any applicable statute of repose.

**Section 16. ENTIRE AGREEMENT**

These Terms and Conditions and the Proposal constitute the entire agreement between Client and Bennett Environmental Associates, Inc., and supersede all prior or contemporaneous communications, representations, or agreement, whether oral or written, with respect to the subject matter. No agreement hereafter made between the parties will be binding unless reduced to writing and signed by an authorized officer. All provisions will survive termination or completion of work under this Agreement.

# BENNETT ENVIRONMENTAL ASSOCIATES, INC.

LICENSED SITE PROFESSIONALS ♪ ENVIRONMENTAL SCIENTISTS ♪ GEOLOGISTS ♪ ENGINEERS

1573 Main Street - P.O. Box 1743, Brewster, MA 02631 ♪ 508-896-1706 ♪ Fax 508-896-5109 ♪ www.bennett-ea.com

January 1, 2014

## PROFESSIONAL FEE SCHEDULE

The following represents the hourly billing rates for various personnel within the BENNETT ENVIRONMENTAL ASSOCIATES, INC. organization for your project. Refer to our Statement of Terms and Conditions of employment.

LICENSED SITE PROFESSIONAL (LSP).....	\$150.00/hour
PRINCIPAL (PL).....	\$125.00/hour
PROFESSIONAL ENGINEER (PE).....	\$125.00/hour
PROJECT MANAGER/SR. ASSOCIATE (PM) ).....	\$100.00/hour
REGISTERED SANITARIAN, GEOLOGIST (RS/LPG).....	\$100.00/hour
SR. ENVIRONMENTAL SCIENTIST/ENGINEER I (ESI).....	\$ 85.00/hour
ENVIRONMENTAL SCIENTIST/ENGINEER II (ESII).....	\$ 70.00/hour
PRIMARY WASTEWATER OPERATOR (WWTO P).....	\$ 80.00/hour
SECONDARY WASTEWATER OPERATOR (WWTO S).....	\$ 75.00/hour
PRIMARY WATER SUPPLY OPERATOR (PWSO P).....	\$ 85.00/hour
SECONDARY WATER SUPPLY OPERATOR (PWSO S).....	\$ 75.00/hour
SURVEY CREW (2 men) (SC).....	\$150.00/hour
PERMIT COORDINATOR (PC).....	\$ 60.00/hour
DRAFTING/CAD/COMPUTATIONS (D).....	\$ 70.00/hour
PROJECT SUPPORT ADMINISTRATOR (A).....	\$ 55.00/hour

**NOTE: Fees associated with field materials and/or equipment rental are provided on the back of this page.**

EMERGENCY SPILL RESPONSE ♪ WASTE SITE CLEANUP ♪ SITE ASSESSMENT ♪ PERMITTING ♪ SEPTIC DESIGN & INSPECTION  
WATER SUPPLY DEVELOPMENT, OPERATION & MAINTENANCE ♪ WASTEWATER TREATMENT, OPERATION & MAINTENANCE

<u>FIELD MATERIALS</u>	<u>PER UNIT</u>
Dexsil PetroFlag	\$ 15.35
Dolphin locks	\$ 6.14
Wisdom locks	\$ 5.73
American locks	\$ 8.76
2" Expansion locking plug	\$ 10.08
2" Aluminum locking cap	\$ 12.42
Roadbox	\$ 40.57
3' Bailer	\$ 6.18
2' x 1.5" Sock	\$ 6.00
ORC Sock	\$ 79.00
5' x 12" Sock/boom	\$ 37.50
pH calibration standards	\$ 3.45
Oil absorbent pads (box)	\$ 96.80
Oil absorbent pads (each)	\$ 0.97
Slotted screen with point	\$ 28.87
Inline filters	\$ 13.50

<u>FIELD MATERIALS</u>	<u>PER UNIT</u>
Filter fabric (sf)	\$ 0.25
Silicone tubing 3/16"	\$ 2.50
Silicone tubing 5/8"	\$ 3.50
Box of LDPE tubing 1/4"	\$ 15.00
Box of LDPE tubing 3/8"	\$ 27.00
Box of LDPE tubing 1/2"	\$ 37.00
Box of sample jars (24)	\$ 20.40
Bundle of stakes (25)	\$ 17.72
Speedi-Dry (25 lb bag)	\$ 8.49
Bentonite (50 lb bag)	\$ 24.47
DO test ampules	\$ 0.84
DOT drums	\$ 62.50
Turbine	\$ 76.51
Radon test kit	\$ 11.86
Vapor pin	\$ 48.79

**EQUIPMENT RENTAL**

**HALF-DAY RATE**

**FULL-DAY RATE**

LEL	\$ 10.00	\$ 20.00
YSI	\$ 35.00	\$ 70.00
Water level meter	\$ 5.00	\$ 10.00
Generator	\$ 35.00	\$ 70.00
Thermo Environmental PID	\$ 35.00	\$ 70.00
Truck	\$ 25.00	\$ 50.00
Confined space gas kit	\$ 50.00	\$ 100.00
CO2 Meter	\$ 50.00	\$ 100.00
Sawzall	\$ 10.00	\$ 20.00
Whale pump	\$ 25.00	\$ 50.00
Peristaltic pump	\$ 20.00	\$ 35.00
2" Submersible pump (Low flow)	\$ 75.00	\$ 150.00
Sump pump	\$ 25.00	\$ 50.00
Geoprobe	\$ 75.00	\$ 150.00
Hitachi coring unit	1 day min	\$ 100.00
Fuel transfer pump	1 day min	\$ 100.00
Tripod	1 day min	\$ 50.00
Metal detector	1 day min	\$ 25.00
Compressor	1 day min	\$ 50.00
Composite sampler	2 day min	\$ 75.00
Vent fan/tubing or Skimmer	1 day min	\$ 35.00
	1 week	\$ 150.00
	1 month	\$ 450.00

## Sandy Robinson

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**From:** Ann Steidel  
**Sent:** Monday, September 19, 2016 11:32 AM  
**To:** Sandy Robinson  
**Subject:** FW: BOS Harwich, agenda item  
**Attachments:** ATM 2017, Citizen Petition xx.docx

agenda

Ann Steidel  
Administrative Secretary  
Board of Selectmen/Town Administrator's Office Town of Harwich  
732 Main Street  
Harwich, MA 02645  
Phone 508-430-7513 x2  
Fax 508-432-5039

-----Original Message-----

From: George Olmsted [mailto:go33@comcast.net]  
Sent: Monday, September 19, 2016 11:29 AM  
To: Ann Steidel <asteidel@town.harwich.ma.us>  
Subject: BOS Harwich, agenda item

Ann,

As I mentioned, I have been encouraged to place a Citizen Petition with Chatham Town Clerk to have an Article in the Warrant for Chatham Town Meeting in May, 2017 "to see if town will vote to request a change of name with the U.S. Government".

This message is a request to earn an agenda item at a future BOS, Harwich meeting. It shouldn't take much time. George Olmsted, email above, phone: 508 945 3686

see attached:

Town of Chatham 2017 Annual Town Meeting, May 8, 2017

Articles in the Warrant

Article xx - Citizen Petition: Support Request for Name Change: Muddy Creek to Monomoy River

To see if the Town will vote to request a change of name at the U.S. Board on Geographic Names. That Board reports the current name, Muddy Creek, dated 24 February, 1974. Following the Muddy Creek Restoration Bridge Project completed in May, 2016 with State Grants and Chatham and Harwich support, the waterway representing the Chatham/Harwich border at Pleasant Bay is restored to its natural state.

For 100 years, the Muddy Creek waterway was blocked by a dike built in the 1930s to support road traffic on Route 28 at the Chatham/Harwich town borders at the edge of Pleasant Bay. Later, a small bridge ran over the dike, but the remaining dike severely constricted water flow from the Bay at high tides into the Creek and from the Creek to the Bay during falling tides into the Bay.

Pleasant Bay Alliance and other parties, supported by State grants, planned and completed the Muddy Creek Restoration Bridge Project in Spring, 2016.

Now, and forever looking forward, the Muddy Creek waterbody is flowing naturally with natural tides and currents...no obstructions. This tidal estuary, a border between Chatham and Harwich, is a river and no longer a creek. Chatham may request a Change of Name at the U.S. Board on Geographic Names, an agency of the U.S. Government.

### Harwich BOS / TA Action Item Report

Item Number	Action Item	Criticality ( 1,2 or 3 )	Lead Responsibility	Date Assigned	Due Date	Status	Comments
16-001	<i>Disability Access to Brook Park Bandstand</i>			7/11/2016		Referred to Recreation for inclusion in the next phase of Brooks Park Improvements.	
16-002	<i>Lighting at Brook Park Bandstand/Parking</i>		TA, ATA, Town Eng., Rec. Dir.	7/11/2016		Spoke with Town Engineer. Came up with concept for 2 lights in keeping with the Historic Dist. Cost \$2500/ea.	No funding available at this time to cover costs of lights. Path behind ballfield fence is not formal to make more accessible and add lighting would require a fence along the bank, t-base walkway 5' wide, electricity, etc.
16-003	<i>West Harwich Plume</i>		TA, ATA, Health Dir.	7/11/2016		Paula completed review week of August 15; meeting with Chair, TA and Asst. TA on 8/24/16.	Paula Champagne asked to research all applicable reports and to report back her findings/recommendations/plan.
16-004	<i>Committees: Vacancies; Charge Updates; Members being Sworn-in.</i>		Selectmen	7/25/2016			
16-005	<i>Track Additional Costs at Middle School</i>		Selectman LaMantia, TA	7/25/2016			
16-006	<i>Embers: Outside Bar Status</i>		ATA	8/8/2016		Completed 8/10/16- Status OK	Consulted Licensing Secretary; Building Comm; Health Agent. Mr. Nickerson contacted.
16-007	<i>Dedicated Turn Signal North on Rte 124 at Queen Anne Road</i>		DPW Director	8/8/2016		Completed 8/10/16- Status OK	DPW Director contacted consulting Engineer. The trip counts do not warrant a dedicated signal. Mr. Nickerson Contacted.
16-008	<i>Perk - Public Hearing for Entertainment License potential violation(s)</i>		TA; Licensing Secretary	8/22/2016		Hearing to be scheduled for 9/19/16	
16-009							
16-010							
16-011							
16-012							
16-013							
16-014							
16-015							



[www.harwichcommunitycenter.org](http://www.harwichcommunitycenter.org)

# Harwich Middle School

BUILDING INFORMATION



204 Sisson Rd  
Harwich, MA 02645  
(508) 430-7568

Email: [ccarey@town.harwich.ma.us](mailto:ccarey@town.harwich.ma.us)

# Welcome!

The Harwich Middle School was originally built in 1937, and then expanded and renovated in 1990. With the formation of the Monomoy Regional School District (Chatham and Harwich), this facility has become surplus now that the new Monomoy High School Facility is operational.

Our mission is to repurpose the Harwich Middle School as rental space for groups and individuals to engage in recreational, social, educational, cultural, community service, civic and governmental activities.

## Facility Information

### Hours of Operation

Spaces are available to rent **Monday through Saturday for daily, weekly or monthly fees.**

### Parking

The Harwich Middle School has a total of **88 parking spaces**, including **6 disability parking spaces**. Further disability parking spaces may be designated for special events.

**\*\*Please note that there is NO phone service or internet connection available at the Harwich Middle School\*\***

## Renting Space

In order to rent space at the Harwich Middle School, one must fill out and submit an **Application for Room Use** (available at the Harwich Community Center Front Desk). When renting space for multiple dates, one application must be filled out for each month of use. Space will not be reserved until applications and Room Use Fees are received. All reservations are on a first-come, first-serve basis, and are subject to review and approval by the Harwich Community Center Director.

- ◆ All reservations are made based on availability of building space.
- ◆ Single use is defined as one three hour use.
- ◆ Room fees shall be paid by all groups other than Harwich town Departments.
- ◆ Additional set-up fees may be required
- ◆ All checks shall be made payable to the Town of Harwich.

◆ Fees are non-refundable, and are made to the Town of Harwich to cover expenses related to heating, air conditioning, electricity, cleaning, and supervision of building during use.

# Fees & Rentals Rates

## CLASSROOMS

Single Use  
\$ 35.00

Weekly Rate  
\$ 140.00

Monthly Rate:  
\$ 300.00

## AUDITORIUM

Single Use  
\$ 60.00

Weekly Rate  
\$ 240.00

## GYMNASIUM

Single Use  
\$ 100.00

Weekly Rate  
\$ 400.00

## CAFETERIA

Single Use  
\$ 60.00

Weekly Rate  
\$ 240.00

## MUSIC ROOM

Single Use  
\$ 35.00

Weekly Rate  
\$ 140.00

For any renters providing services to clients, both for-profit and non-profit, the following documents must be provided prior to the beginning of the rental:

1. A business license or professional license as applicable
2. A certificate of insurance naming the Town of Harwich as also insured for \$1,000,000
3. A completed CORI Check

# Classroom Details

Room Number	Room Details
101 – 101A	Small, 2 Rooms, Carpeted Floor
102	3 Closets
103	1 Closet
104	No Closets Available
105	Carpeted Floor
106	Art Room
107	Art Room
108	Carpeted Floor
109	Carpeted Floor
110	Health Room, Storage Included
111	Carpeted Floor
112	Carpeted Floor
113	-
114	1 Large Closet
115	Larger Storage Space, Connected to Hallway

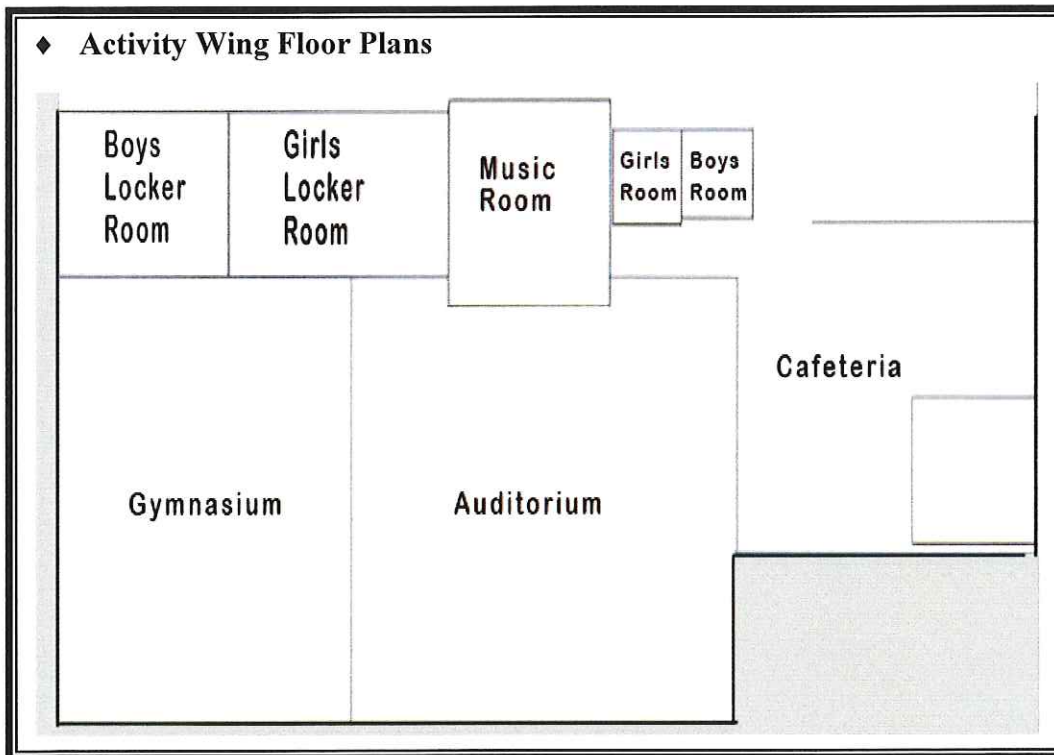


# Activity Wing Details

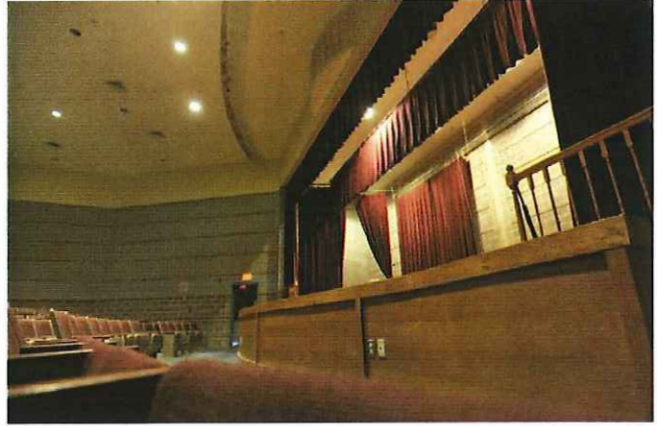
## ◆ Classroom Floor Plans – First Floor

Room Name	Room Details
Auditorium	
Gymnasium	
Cafeteria	
Music Rom	

## ◆ Activity Wing Floor Plans



## Auditorium



## Gymnasium



## Cafeteria



## Classrooms



**AMENDMENT NO. 1  
EXHIBIT A  
TO  
AGREEMENT BETWEEN  
OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES  
September, 2016**

WHEREAS, ENGINEER and OWNER desire to amend the Agreement for Implementation Services related to the Comprehensive Wastewater Management Planning (CWMP) between CDM Smith Inc. (ENGINEER) and Town of Harwich, Massachusetts (OWNER) dated June 22, 2016, so as to amend the scope of services, time periods of performance, payment, and responsibilities of OWNER; and

WHEREAS, the Agreement provides that Amendments shall be valid only when expressed in writing and signed by the parties.

NOW THEREFORE, in consideration of the mutual understandings and the Agreements contained herein, the parties agree to amend the Agreement as follows:

**1.0 The Basic Services of ENGINEER as described in the Agreement are amended and supplemented as follows:**

Add the following Tasks:

**Task 2.0: Public Outreach Services Related to CWMP Implementation**

***Subtask 2.1 – Update Wastewater Informational Brochure***

Work with town representatives to update existing wastewater program brochures into one that reflects the approved Final CWMP program. Input will be sought from Wastewater Implementation Committee (WIC) members and other town representatives on the content. One thousand (1,000) printed color copies of the final brochure will be provided for distribution at key locations around town including, at a minimum, the Town Hall, the Community Center and the Brooks Library. An electronic copy will be posted on the town website.

***Subtask 2.2 – Update Frequently Asked Questions (FAQs)***

Update the FAQs to reflect the approved Final CWMP and the status of the proposed implementation schedule. The updated FAQs will be posted on the town website.

***Subtask 2.3 – Town/ WIC Wastewater Website Updates***

Assist town staff with reviewing and revising existing material posted on the town website as it relates to the Harwich CWMP, other educational websites regarding water quality issues and other pertinent information regarding the implementation of the CWMP.

***Subtask 2.4 – Community Meeting/ Workshop***

Prepare for and attend a community meeting on the overall CWMP and specifically focus on implementing the first three phases of the recommended program. Work with town representatives regarding the timing of the meeting and the format to maximize community attendance and participation. Prepare meeting notices and press releases for the meeting.

***Subtask 2.5 – Cable Program***

Prepare for and attend a cable program to discuss the next steps towards implementing the CWMP. A panel discussion with key set questions that address spring 2017 town meeting articles will be addressed.

**AMENDMENT NO. 1  
TO  
AGREEMENT BETWEEN  
OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

This Amendment No. 1 is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, to the Agreement between CDM Smith Inc. (ENGINEER) and Town of Harwich, Massachusetts (OWNER) dated June 22, 2016 (Agreement).

WHEREAS, ENGINEER and OWNER entered into the Agreement to provide Implementation Services related to the Comprehensive Wastewater Management Plan (CWMP) (the Project); and

WHEREAS, the parties desire to amend the Agreement so as to amend the scope of services, time of performance and payment; and

WHEREAS, the Agreement provides that any amendments shall be valid only when expressed in writing and signed by the parties.

NOW THEREFORE, in consideration of mutual understandings and Agreements contained herein, the parties agree to amend the Agreement based on Exhibit A attached by increasing the upper limit by \$15,000 to an amount not to exceed of \$40,000.

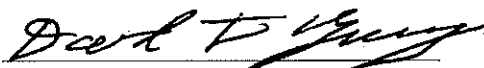
Except as modified herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1, the OWNER by its authorized representative who however, incur no personal liability of anything herein contained, to be effective as of the date first written above.

OWNER:

ENGINEER:

\_\_\_\_\_  
By: Christopher Clark  
Title: Town Administrator

  
By: David F. Young  
Title: Vice President

Address for giving notices

Address for giving notices

Town of Harwich  
Town Hall  
732 Main Street  
Harwich, MA 02643

CDM Smith Inc.  
75 State Street  
Boston, MA 02108



***Subtask 2.6 – Town Meeting Brochure***

Prepare a brochure that explains how the proposed spring 2017 town meeting wastewater articles relate to the recommended program contained in the Final CWMP. One thousand (1,000) color copies will be provided for town distribution.

***Subtask 2.7 – Establish a WIC Email Account***

Work with town staff to establish an email account for community residents and business owners to send in questions related to the wastewater program. Then work with town staff and WIC members to assist them with answering those questions on a periodic basis.

***Subtask 2.8 – Articles for Publication***

Draft three articles related to the wastewater program being implemented that the town can send to newspapers for publication. Town staff or WIC members can also use the articles for letters to the editor and related publications. Topics will be discussed with WIC members and strategies developed for timing of publications.

***Subtask 2.9 – Overview Presentation of CWMP***

Prepare a PowerPoint presentation that provides an overview of the Harwich Final CWMP that can be utilized by WIC members and town representatives at various local organizations and clubs to help educate local residents and business owners about the program to be implemented.

***Subtask 2.10 – Board of Selectmen (BOS) Meeting Discussions***

Attend up to five BOS meetings (or other related committee meetings) to discuss the implementation of the Final CWMP and the specific articles to be brought to spring 2017 town meeting.

**2.0 Owner's Responsibilities**

- 2.1 Furnish to ENGINEER, as requested by ENGINEER for the performance of Services as required by the Contract Documents, the following:
  - Provide staff to work with ENGINEER on town website postings and creation of a Wastewater Implementation Committee email account;
  - Provide timely comments on draft documents; and
  - Other special data or consultation not specifically noted above.
- 2.2 Arrange times and locations for community meetings and cable programs as required.
- 2.3 Bear all costs incident to compliance with the requirements of OWNER's Responsibilities.
- 2.4 Provide the name of an individual authorized on behalf of OWNER to provide day-to-day direction to the ENGINEER and to coordinate timely review and input back to the ENGINEER for Task 2.0 as the services of this Agreement are performed.

**3.0 Time Period for Performance**

- 3.1 The project will be driven by agency and OWNER reviews and approvals. The ENGINEER will periodically review the projected schedule with the OWNER. The tasks noted herein shall be completed on or about June 30, 2017. OWNER and ENGINEER can extend time period as needed and expressed in writing.

**4.0 Method of Payment**

4.1 The method of payment for Services rendered by ENGINEER shall be as set forth in the Agreement. The upper limit shall be increased by \$15,000 for Task 2.0 for a total contract upper limit of \$40,000.

**5.0 Special Provisions**

5.1 No change.

# NEW ENGLAND REGION



## OFFICERS

DENNIS KANIN  
Regional Chair  
DAVID APPEL  
CARL E. AXELROD  
DAVID BUNIS  
KEVIN BURKE  
JASON CHUDNOFSKY  
LIZA COHEN  
STEWART COHEN  
JEFF DRETLEER  
ESTA EPSTEIN  
ROBERT EPSTEIN  
LORI GANS  
HAL GARNICK  
ERNEST GLICKMAN  
RICHARD D. GLOVSKY  
LES GREENBERG  
KATHY HERSHFELD  
WENDY JACOBS  
ELIZABETH JICK  
DOUGLAS KRUPP  
JUDI KRUPP  
GINNY MACDOWELL  
BERT PALEY  
LARRY RASKY  
SUSAN ROTHMAN  
JAMES RUDOLPH  
ALLAN A. RYAN, JR.  
BILL SAPERS  
LEW SASSOON  
HAROLD W. SCHWARTZ  
LINDA SCHWARTZ  
MAGGIE GOLD SEELIG  
ANNE SELBY  
MICHAEL SHEETZ  
BETH TISHLER

## SENIOR STAFF

ANDREW H. TARSY  
Regional Director  
PHIL FOGELMAN  
Education Director  
CHRISTY C. JACKOWITZ  
Director of Planned Giving, Legacy  
Endowments & National Giving  
JONATHAN KAPPEL  
Director of Development  
SUZANNE B. LONERGAN  
Director of Marketing &  
Communications  
MONIQUE SUIED MARTIN  
Deputy Director of Development  
DIANE ROSENBAUM  
Senior Associate Director  
JENNIFER E. SMITH  
Director of Community Outreach  
ROBERT O. TRESTAN  
Civil Rights Counsel

## NATIONAL OFFICERS

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National Chair  
ABRAHAM H. FOXMAN  
National Director

## SENIOR ASSOCIATE NATIONAL DIRECTORS

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KENNETH JACOBSON  
Director, International Affairs  
MARSHALL LEVIN  
Director of Development  
JUDI KRUPP  
National Vice Chair  
RICHARD D. GLOVSKY  
National Education Chair  
CARL AXELROD  
National Civil Rights Vice Chair  
GINNY MACDOWELL  
National Leadership Development and  
Nominating Committee Chair

## SPECIAL PROGRAMS AND INITIATIVES

A WORLD OF DIFFERENCE® Institute  
Catholic-Jewish Education Initiative  
Confronting Anti-Semitism  
Hate Crime Victim Assistance  
Interfaith Youth Leadership Program  
No Place For Hate™  
Religious Freedom Initiative  
Steinberg Leadership Institute  
Voices for the Future  
Law Enforcement Training

May 12, 2006

Edward McManus  
Chairman  
Board of Selectmen  
732 Main Street  
Harwich, MA 02645

Dear Mr. McManus:

Congratulations! On Behalf of the Anti-Defamation League (ADL), the Massachusetts Municipal Association (MMA), and our other program partners, we are excited to inform you that the Town of Harwich will be officially certified as a No Place for Hate® community for 2006!

The approved activities for 2006 NPFH's certification of which we have records are as follows:

- Harwich's NPFH® Proclamation
- March for Universal Rights
- Martin Luther King Proclamation Day
- Beloved Community Potluck Supper

As a certified No Place for Hate® community, you help to create a standard of respect for individual and group differences throughout Massachusetts and our nation, while leading the Town of Harwich in the important fight to end racism, anti-Semitism and bigotry of all kinds. Being certified as a No Place for Hate® community demonstrates your continued dedication to the program's goals and ideals.

We are thrilled to have your town become an official 2006 No Place for Hate® community and we hope to see you at our Annual Conference and Certification Ceremony on June 7th as we honor your commitment to making Massachusetts No Place for Hate®! Please see the enclosed invitation. We hope that you can join us.

Very Best Regards,

Jennifer Smith  
Director, Community Outreach

Myriam Zuber  
NPFH® Project Director

Cc: John Bangert



**Harwich Board of Selectmen  
FY17 Goals and Objectives  
Adopted by the BOS on July 25, 2016**

(For complete description of Action Items/Deliverable please refer to the detailed list)

<b>GOAL 1. FINANCIAL LEADERSHIP AND STABILITY</b>			
Provide financial leadership and stability to all Town departments and Town sanctioned boards and committees. (Primary responsibility is with TA although the Finance Team, Capital Outlay Committee and the Finance Committee provide significant input)			
<b>Objective</b>	<b>Action Items/Deliverables</b>	<b>Time Frame</b>	<b>Responsible BOS Member</b>
Objective A: Develop FY2018 budget within the limits of Proposition 2 1/2 that minimizes the use of capital exclusions.	<ul style="list-style-type: none"> <li>• Provide Seven Year Capital Plan, 2018-2024</li> <li>• Report: Estimated Free Cash</li> <li>• Report: FY2018 TA Budget Message</li> <li>• Provide Initial Budget &amp; additional updates as needed</li> </ul>	<ul style="list-style-type: none"> <li>• January 2017</li> <li>• Nov. 2016</li> <li>• TBD</li> <li>• TBD</li> </ul>	TA/Finance with BoS Support
Objective B: Provide transparency in town finances.	<ul style="list-style-type: none"> <li>• Provide quarterly expense &amp; revenue reports for each Town department.</li> <li>• Provide revenue sources &amp; expenses for each department.</li> <li>• Further implement the visual software package to better inform the taxpayers where their tax dollar is being spent.</li> <li>• Examine 1-3 years of auditors' reports &amp; document how Finance Dept. has resolved auditor's suggestions/recommendations.</li> <li>• Evaluate the need to form an insurance advisory committee to work with the TA to identify, develop options &amp; implement town insurance matters</li> </ul>	<ul style="list-style-type: none"> <li>• TBD</li> <li>• TBD</li> <li>• TBD</li> <li>• TBD</li> </ul>	LaMantia Finance TA
Objective C: Develop specific financial strategies to increase S&P Bond rating.	<ul style="list-style-type: none"> <li>• Provide memo identifying potential savings that could result over the next 5-10 years of planned borrowing if Harwich rating was increased.</li> <li>• Identify specific, sustainable revenue sources to fund annual contributions to Other Post Employment Benefits (OPEB).</li> </ul>	<ul style="list-style-type: none"> <li>• TBD</li> <li>• TBD</li> </ul>	MacAskill TA Finance

<b>GOAL 2. GOVERNANCE</b>			
Communicate and conduct Town government business in an efficient, effective, transparent and responsive manner.			
<b>Objective</b>	<b>Action Items/Deliverables</b>	<b>Time Frame</b>	<b>Responsible BOS Member</b>
Objective A: Conduct Town government business in an efficient and effective manner	<ul style="list-style-type: none"> <li>• Implement Accela.</li> <li>• Request Charter Review Committee to assess Charter to identify needed changes/improvement.</li> <li>• Direct Town boards &amp; committees to review Charges for appropriateness or modifications.</li> <li>• Ensure Town boards &amp; committees conduct meetings/public hearings in accordance with Charter, Regulations &amp; MGL.</li> <li>• Assess document storage needs.</li> <li>• Review &amp; reevaluate BOS policies.</li> </ul>	<ul style="list-style-type: none"> <li>• Negotiable</li> <li>• TBD</li> <li>• TBD</li> <li>• TBD</li> <li>• TBD</li> <li>•</li> </ul>	LaMantia MacAskill
Objective B: Conduct Town government business in a transparent manner	<ul style="list-style-type: none"> <li>• Develop &amp; implement informational meetings (“pre-annual town meetings) to improve understanding &amp; assess potential impacts of the Harwich budget &amp; selected warrant articles.</li> <li>• Public Awareness &amp; Outreach: improve awareness &amp; understanding of the BOS, other Town-sanctioned groups, &amp; Town departments. <ul style="list-style-type: none"> <li>○ Two memos, co-authored by Administration &amp; Dept. Head selected to participate in outreach activity describing activities planned, resources &amp; schedules required to achieve this objective.</li> <li>○ Periodic status reports on media projects, site visits, &amp; initial feedback from residents/visitors.</li> <li>○ End-of-year report on lessons learned.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• TBD</li> <li>• TBD</li> </ul>	LaMantia MacAskill TA Finance
Objective C: Conduct Town government business in a responsive manner	<ul style="list-style-type: none"> <li>• Establish Harwich-specific email addresses (4 memos).</li> <li>• Reevaluate Town Hall hours: 8 PM on Monday &amp; noon on Friday.</li> <li>• Evaluate improvements to Griffin Room audio reception, recording &amp; broadcasting.</li> <li>• Develop agreement for classroom use at MRHS &amp; Harwich Elementary (fee/no fee) for Town-sanctioned groups meetings.</li> </ul>	<ul style="list-style-type: none"> <li>• TBD</li> <li>• TBD</li> <li>• TBD</li> <li>• TBD</li> </ul>	Brown IT TA

<b>GOAL 3: INFRASTRUCTURE</b>			
Work with and support the design, construction and renovation activities of the Harbormaster, Department of Public Works, Board of Water Commissioners, Library and other departments conducting major projects.			
<b>Objective</b>	<b>Action Items/Deliverables</b>	<b>Time Frame</b>	<b>Responsible BOS Member</b>
Objective <b>A</b> : Support and report periodically on the water side rebuilding project at Saquatucket Harbor.	•	•	MacAskill TA
Objective <b>B</b> : Support and report on the land side design project	•	•	
Objective <b>C</b> : Investigate renovation project proposed for Lower County Road.	•	•	Hughes TA DPW
Objective <b>D</b> : Determine appropriate distribution of CVEC energy savings.	•	•	MacAskill TA

<b>GOAL 4: NATURAL RESOURCES</b>			
Continue to implement the Comprehensive Wastewater Management Plan			
<b>Objective</b>	<b>Action Items/Deliverables</b>	<b>Time Frame</b>	<b>Responsible BOS Member</b>
Objective <b>A</b> : Wastewater planning and implementation	<ul style="list-style-type: none"> <li>• Attempt to finalize IMA negotiations with Chatham BOS.</li> <li>• Convene preliminary discussions with Dennis &amp; Yarmouth.</li> <li>• Document results of Muddy Creek projects &amp; support Cold Brook mitigation planning &amp; implementation.</li> <li>• Continue ongoing pollution mitigation efforts &amp; implementation of new technologies.</li> </ul>	<ul style="list-style-type: none"> <li>• For 2017 ATM</li> <li>•</li> <li>•</li> <li>•</li> </ul>	Hughes LaMantia TA
Objective <b>B</b> : Wastewater Education and Outreach	<ul style="list-style-type: none"> <li>• Using available information develop guidelines for environmentally-appropriate fertilization of lawns &amp; gardens.</li> <li>• Plan &amp; implement wastewater education program for residents &amp; nonresidents to explain the need for the project, the process &amp; next activities planned.</li> </ul>	<ul style="list-style-type: none"> <li>•</li> <li>•</li> </ul>	BoS TA WIC IT Nat'l Resources

**GOAL 5: PLANNING AND ECONOMIC DEVELOPMENT**

Actively participate in development of housing, business, transportation and historic and cultural enhancements. Establish working relationships with officials of nearby towns, Barnstable County, State and Federal agencies, as appropriate.

Objective	Action Items/Deliverables	Time Frame	Responsible BOS Member
<p>Objective A: Investigate improved utilization, sale or lease of several properties in Town.</p>	<ul style="list-style-type: none"> <li>• Develop plans on how to use, sell or lease the Albro House, Bank Street Fire Station, Old Recreation Building, West Harwich Schoolhouse &amp; Harwich Middle School.</li> <li>• Support community involvement, State compliance, planning, &amp; public information activities in the Rt. 28 reconstruction project from Herring River to the Dennis line.</li> <li>• Support community involvement in the HECH/Chase House historic preservation &amp; Chapter 40B development at 93 &amp; 97 Rt. 28.</li> </ul>	<ul style="list-style-type: none"> <li>•</li> <li>•</li> <li>•</li> </ul>	<p>TA</p>
<p>Objective B: Create and maintain a strong business and job growth environment</p>	<ul style="list-style-type: none"> <li>• Explore creation of an economic development committee.</li> <li>• Create &amp; maintain positive Town &amp; business relationships.</li> <li>• Assist Town departments &amp; Town sanctioned groups with grants &amp; pursue funding opportunities in support of town priorities &amp; policy goals.</li> <li>• Develop educational program agreements with MRSD &amp; CCTech whereby special projects can be conducted coincident with major capital projects in Town.</li> <li>• Investigate novel ideas to promote Harwich &amp; attract tourists, such as painting/decorating fire hydrants.</li> <li>• Explore affordable &amp; senior housing options where the Town may retain the property.                             <ul style="list-style-type: none"> <li>○ Memorandum #1: TA shall outline a plan to identify proven &amp; novel approaches to develop Affordable housing in Harwich.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>•</li> <li>•</li> <li>•</li> <li>•</li> <li>•</li> <li>•</li> </ul>	<p>Brown MacAskill</p>

**GOAL 6: QUALITY OF LIFE AND PUBLIC SAFETY**

Develop and support programs that improve quality of life for Harwich residents and visitors. (Public Safety Departments have the primary responsibility for progress and accomplishments. TA has coordination, support and reporting responsibility)

Objective	Action Items/Deliverables	Time Frame	Responsible BOS Member
<p>Objective A: Provide high quality, cost-effective public safety services to residents and visitors.</p>	<ul style="list-style-type: none"> <li>• Assess public safety signage throughout the Town for adequacy &amp; consistency.</li> <li>• Investigate options, including increased police surveillance, low cost, automatic speed detection systems, raised crosswalks or speed bumps to lower vehicle speed on town streets.                             <ul style="list-style-type: none"> <li>○ Memorandum #1: Define near-term options that could be implemented in 30 days or less.</li> <li>○ Memorandum #2: Identify steps &amp; resources needed to develop a comprehensive safety improvement plan for Harwich</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>•</li> <li>•</li> </ul>	<p>Kavanagh TA</p>
<p>Objective B: Support the Fire Station #2 Renovation Project.</p>	<ul style="list-style-type: none"> <li>• Apply Town resources (Planning, Engineering, etc.) to support conduct &amp; documentation of needs assessment, preliminary design &amp; alternatives development, cost estimation &amp; preparation of periodic presentations &amp; open meetings &amp; final recommendations to the Selectmen &amp; Town voters. Deliverables:                             <ul style="list-style-type: none"> <li>○ Station Needs Assessment - provide operational requirements that drive the need and design of enhancements and expansions;</li> <li>○ Alternatives analysis and preliminary design;</li> <li>○ Cost estimates;</li> <li>○ Final recommendations.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>•</li> </ul>	<p>Brown TA</p>



**TOWN OF HARWICH  
NOTICE OF VACANCIES ON VARIOUS TOWN BOARDS, COMMISSIONS  
AND COMMITTEES**

The Board of Selectmen will give consideration to the appointment of members to the following Boards, Commissions and Committees:

Agricultural Commission.....	1
Appeals Board (Alternate) .....	1
Bikeways.....	1
Board of Health.....	1
Brooks Academy Museum.....	1
Building Code Board of Appeals.....	5
Community Preservation Committee (Housing Rep).....	1
Conservation Commission (1 Full; 2 Alternate).....	3
Council on Aging.....	2
Cultural Council.....	1
Disability Rights Committee.....	5
Forest Committee.....	1
Historic District/Historical Commission (Alternates) .....	2
Real Estate and Open Space .....	1
Traffic Safety Committee .....	2
Trails Committee .....	1
Treasure Chest Committee (1 Full – 1 Alternate).....	2
Utility and Energy Conservation .....	1
Waterways Committee (Alternate).....	1

A description of Committee duties and **Citizens Activity Record Forms** are available at the Selectmen’s Office, 732 Main Street, Harwich