

SELECTMEN'S MEETING AGENDA*

*Griffin Room, Town Hall
Regular Meeting 6:30 P.M.
Monday, December 19, 2016
REVISED

- I. **CALL TO ORDER**
- II. **PLEDGE OF ALLEGIANCE**
- III. **WEEKLY BRIEFING**
- IV. **PUBLIC COMMENT/ANNOUNCEMENTS**

- V. **CONSENT AGENDA**
 - A. Minutes:
 - 1. November 28, 2016 – Executive Session
 - 2. December 5, 2016 – Executive Session
 - B. Confirm the appointment of Daniel J. Donovan as a full-time regular police officer with the Harwich Police Department per the recommendation of the Town Administrator and Police Chief
 - C. Confirm appointment of Megan Holmes as Administrative Assistant in Assessors Office as recommended
 - D. Approve the appointment of Mary Maslowski as a full member of the Historic District/Historical Commission from an alternate position
 - E. Approve designation of Harwich Records Access Officers per the new Public Records Law
 - F. Approve the 2017 Annual General License Renewals for Innholders, Common Victualler and Entertainment
 - *G. Approve the award of contract for the Articulating Man Lift to Aerial Titans in the amount of \$79,950

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

- VII. **OLD BUSINESS**
- VIII. **NEW BUSINESS**
 - A. Approval of Contract and Appointment of David Withrow as Interim Town Accountant/Finance Director
 - B. Action Item Register Update

- IX. **TOWN ADMINISTRATOR'S REPORT**
- X. **SELECTMEN'S REPORT**
 - A. 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:

Sandra Robinson, Admin. Secretary

Posted by: _____
Town Clerk

Date: _____
December 15, 2016



HARWICH Police

DEPARTMENT

183 Sisson Road, Harwich, MA 02645

Tel 508-430-7541

Fax 508-432-2530



DAVID J. GUILLEMETTE
Chief of Police

THOMAS A. GAGNON
Deputy Chief

December 12, 2016

Daniel J. Donovan

Dear Daniel,

Congratulations on being selected as a finalist for the position of full-time regular police officer with the Harwich Police Department. I am very pleased to provide you with this conditional offer of employment on behalf of the Board of Selectmen of the Town of Harwich.

This offer is contingent upon you successfully passing a complete background investigation, physical examination, psychological examination, and the State of Massachusetts Physical Abilities Test (PAT). If you are successful in passing all of these phases, you will be offered employment as a student police officer and enrolled in the next available Massachusetts Criminal Justice Training Committee Basic Police Recruit Academy. Your continued employment is also contingent upon your successful completion of the basic recruit academy which is currently scheduled to begin on February 27, 2017. With that start date in mind, I am recommending the Board of Selectmen appoint you effective one week prior which is February 20, 2017. Start date of the academy is subject to change.

During your attendance at the academy you will be a student police officer in accordance with the provisions of Massachusetts General Law chapter 41 section 96B with an annual salary of \$42,082.00 (hiring step). Upon graduation, you must serve a one-year probationary period and can be dismissed at any time without cause. **Discipline or discharge is not subject to grievance or arbitration** during this entire period. Following your probationary period you will be represented by the Harwich Police Federation on all contractual matters.

I would also like to draw your attention to the attached Police Academy Tuition Agreement that requires your signature prior to you attending the basic recruit academy.

Congratulations again, and I wish you the best of luck during the remainder of the hiring process and the recruit academy. We look forward to you joining the Harwich Police Department. Your signature below indicates you have read and understand all the provisions of this document.

Sincerely,

David J. Guillemette
Chief of Police

12-14-16

Daniel J. Donovan Date

CC: Personnel File
 Town Administrator

OFFICE OF THE TOWN ADMINISTRATOR

Christopher Clark, *Town Administrator*

Phone (508) 430-7513

Fax (508) 432-5039

732 MAIN STREET, HARWICH, MA 02645



November 3, 2016

Megan Holmes

Dear Ms. Holmes:

We would like to offer you the position of Administrative Assistant in the Assessor's Office for the Town of Harwich. 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.
- Your appointment is subject to successful CORI check.
- Your appointment is subject to a successful pre-employment physical which is being arranged by the Assessor's Office.

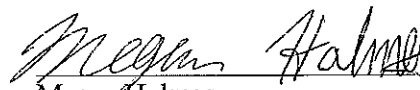
Please read the letter and confirm your understanding of the terms of your employment by signing the bottom of the letter and returning a copy to us for your personnel file.

Your position title will be Administrative Assistant in the Assessors Office and your starting date is December 20, 2016. This position is included in the Harwich Employees Association and your employment is subject to the rights and obligations included in the contract. A copy of the contract is enclosed. Your starting salary will be \$21.39 per hour (Grade 5, Step 1).

Please feel free to contact me if you have any questions prior to beginning work.

Sincerely,

Christopher Clark
Town Administrator

 11/4/2016
Megan Holmes Date

CC: Board of Selectmen
Assessor's Office
Town Treasurer/Collector
Town Accountant/Finance Director
IT Director

Town of Harwich, Massachusetts

Position Title: Administrative Assistant

Department: Assessing

Statement of Duties

Position provides highly responsible clerical services to Assessing Department, maintains confidential departmental information, receives telephone calls and visitors, develops office procedures, maintains filing systems, prepares budgets and reports, prepares a variety of correspondence, sets up meetings, schedules and coordinates appointments, and gathers, duplicates and distributes information as necessary.

Essential Functions

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

1. Provides information and assistance to property owners and others regarding assessment procedures, tax abatements, exemptions, etc.
2. Assists taxpayers in applying for abatements and exemptions, processes applications for abatements and exemptions.
3. Prepares and certifies abutter lists and maps and assists public in locating property on Assessor's maps.
4. Receives deed from Registry; examines deeds, enters data in computer to reflect current new ownership information; maintains current ownership and billing information; and enters building permit and other related documents into the computer.
5. Maintains database of residential and business personal property, including personal property, including form of lists and income and expense statements; maintains database of boat and motor vehicle tax bills and ownership records.
6. Participates in compiling data, preparing reports, as well as a variety of lists and forms for administrative staff, the Board of Assessors, and Department of Revenue.
7. Attends professional meetings, training programs, and seminars to keep abreast of changes in the field and to remain familiar with laws and regulations concerning tax assessments.

Supervision

Employee works under the general direction of the department head, receiving very little instruction for daily responsibilities, general instruction (usually orally, sometimes written) for specific assignments, and occasionally specific instructions for a specific project. Employee has substantial responsibility for determining the sequence and timing of actions and substantial independence in planning and organizing administrative responsibilities and activities, including determining the work methods. Work performed is reviewed by keeping the supervisor informed of work progress, providing the supervisor

Town of Harwich, Massachusetts

with the information for final review/approval, and through an annual evaluation. Employee decides most methods and practices for completing work assignments, referring certain issues to supervisor in order to receive administrative feedback on critical issues.

The employee may have access to confidential departmental client and personnel records, dependent upon the departmental assignment.

The employee has no supervisory responsibility.

Job Environment

Position responsibilities require the employee to evaluate each work process and determine the appropriate response consistent with department rules and regulations, town policies, Town Bylaws, and applicable state laws, rules and regulations. Rules and regulations do not always provide a clear-cut response, employee must be aware of the language and the need for additional interpretation of these rules and regulations, and must exercise judgment to consult with their supervisor for advice. Responsibilities vary considerably but generally follow the requirements of various rules and regulations, with task responses varying according to each request for assistance.

Recommended Minimum Qualifications

Education and Experience

A candidate for this position should have a High School Diploma or equivalent and three (3) to five (5) years experience in an office setting dealing with the public, or an equivalent and relevant combination of education and experience.

The employee may have seldom to constant contact with the public in order to respond to resident inquiries or complaints or to schedule appointments. Other contacts include other town departments, and state or municipal agencies concerning complaints, scheduling meetings, or work responsibilities. Contacts are generally made in person, in writing, by radio, by facsimile or by telephone.

Errors may result in delay or loss of service, monetary loss, or legal repercussions if errors are made or the incorrect information is distributed.

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

**TOWN OF HARWICH
JOB POSTING**

Union: Harwich Employees Association
Position: Administrative Assistant – Assessor's Office
Eligibility: Harwich Employees Association
Pay Grade: 5
Pay Range: \$21.39 - \$26.66 per hour

SUMMARY:

Responsibilities of the position of Administrative Assistant vary from office to office in town government. Position provides highly responsible clerical services to a town department, maintains confidential departmental information, receives telephone calls and visitors, maintains filing systems, prepares reports, and gathers, duplicates and distributes information as necessary.

1. Provides information and assistance to property owners and others regarding assessment procedures, tax abatements, exemptions, etc.
2. Prepares certified abutter lists and maps and assists public in locating property on Assessor's maps.
3. Process deeds from Registry.
4. Maintains database of residential and business personal property, including personal property, maintains database of boat and motor vehicle tax bills and ownership records using PK and Munis.
5. Participates in compiling data, preparing reports, as well as a variety of lists and forms for administrative staff, the Board of Assessors, and Department of Revenue.
6. Attends professional meetings, training programs, and seminars to keep abreast of changes in the field and to remain familiar with laws and regulations concerning tax assessments.
7. Assists in various office duties.

Education and Experience

A candidate for this position must have a High School Diploma or equivalent and three to five years experience in an office setting dealing with the public and education / experience in maintaining accounts using MUNIS, preferred, and Microsoft Office software. Equivalent and relevant combination of education and experience that would demonstrate the possession of the required knowledge, skills, and abilities to perform this work will be considered.

Knowledge, Skills and Abilities

A candidate for the position of Administrative Assistant should have

- Knowledge of the operations of town government,
- Knowledge of the basic principles of office management,
- The ability and skill to deal with the public tactfully and effectively,
- Ability to be flexible and to work well under pressure,
- Skills in basic math, bookkeeping and accounting and
- Skill in the use of personal computers, computer equipment, and office software

Date Posted: **October 11, 2016**

Internal Application Deadline: **October 19, 2016**

For Application and Job Description contact: Town Administrator's Office, Town of Harwich, 732 Main Street, Harwich, MA 02645

Town Administrator



Date: 10/11/16

On Behalf of the Union:



Date: 10/11/2016

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



December 12, 2016

To: Board of Selectmen
From: Christopher Clark, Town Administrator
Cc: Anita Doucette, Town Clerk
Re: Records Access Officer Designation

As the Board is aware, on January 1, 2017 the new Public Records Law (Chapter 121 of the Acts of 2016) (“Law”) goes into effect relative to public records practices. As part of this new Law each municipality must designate one or more Records Access Officers (“RAO”). The Town Clerk, or in this case her designee, automatically serves as the RAO. The Law also allows for the Chief Executive Officer to designate additional or different RAOs. At the advice of Town Counsel at the training held November 21, 2016, we are recommending that the following departments have designated RAOs as follows:

| | |
|-------------------|---------------------|
| Golf Department | Roman Greer |
| Library | Virginia Hewitt |
| Police Department | Lt. John Sullivan |
| Fire Department | Chief Norman Clarke |
| DPW | Lincoln Hooper |
| Harbor | John Rendon |

Once the RAOs are designated, the contact information must be posted in municipal offices and on websites. Duties of the RAOs include assisting requestors and records custodians, and preparing guidelines to enable requestors to make informed requests, including listing of categories of records. The guidelines must be posted on the website no later than July 1, 2017. Town Counsel’s office will be providing us with a template for these guidelines.

2017 ANNUAL GENERAL LICENSE RENEWALS

400 East, Inc.
d/b/a 400 East, Inc.
1421 Route 39, East Harwich
Common Victualler
Weekday Entertainment –
Recorded or live music,
11:30 a.m. – 1:00 a.m. inside *

Ashwood Food Service, Inc.
d/b/a Jake Rooney's
119 Brooks Road, Harwich Port
Common Victualler
Sunday Entertainment –
Recorded or live music,
1:00 p.m. – 12:00 a.m. inside *
Weekday Entertainment -
Recorded or live music
8:00 p.m. – 12:00 a.m. inside *

Cape Cod Claddagh Inn & Irish Pub
77 Route 28, West Harwich
Innholders
Weekday Entertainment (Conditions as voted by Selectmen - attached)

Ember Pizza, Inc.
d/b/a Ember
600 Route 28, Harwich Port
Common Victualler
Weekday Entertainment
Recorded or live music with amplification
5:00 p.m. – 12:00 a.m. inside *
5:00 p.m. – 10:00 p.m. outside **

Ham and Bri LLC
d/b/a Red's Pizza
703 Main St., Harwich
Common Victualler
Weekday Entertainment
Recorded or live music with amplification
12:00 p.m. – 10:00 p.m. inside *

Land Ho Harwichport, LLC

d/b/a Land Ho

429 Route 28, Harwich Port

Common Victualler

Weekday Entertainment –

Recorded or live music with amplification,

Dancing by patrons,

11:30 a.m. – 12:00 a.m. inside *

12:00 p.m. – 10:00 p.m. outside **

Sunday Entertainment –

Recorded or live music with amplification,

Dancing by patrons,

6:00 p.m. – 12:00 a.m. inside *

12:00 p.m. – 10:00 p.m. outside **

Mooncussers Tavern

86 Sisson Road, Harwich Port

Weekday Entertainment

Dancing by patrons,

Live or recorded music with amplification

5:00 p.m. – 12:00 a.m. inside *

Morningstar Restaurant, Inc.

d/b/a Villa Roma

278 Route 28, West Harwich

Common Victualler

Weekday Entertainment –

Recorded or live music with use of amplification

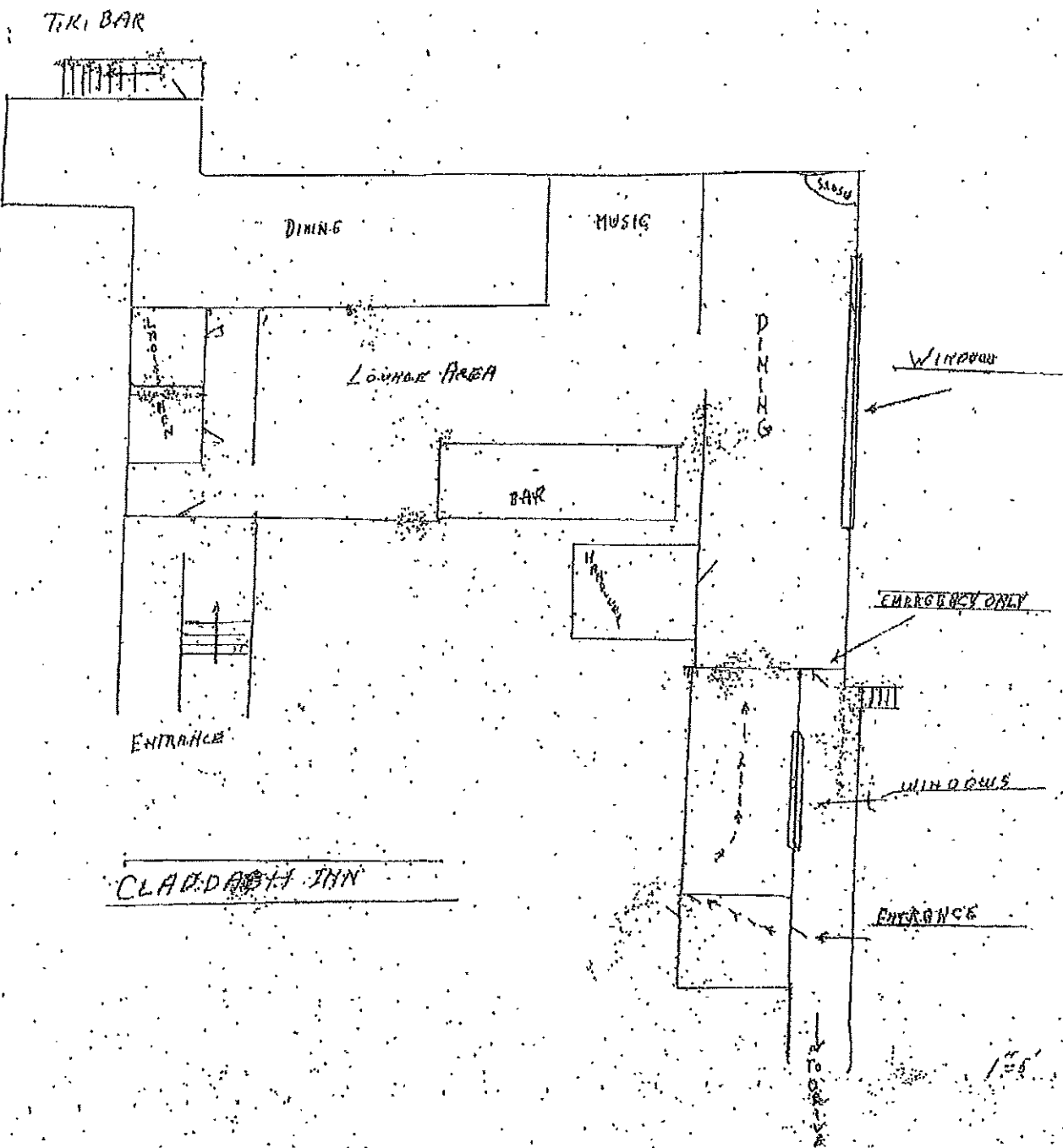
5:00 p.m. – 1:00 a.m. inside *

*** Inside Entertainment - Noise from entertainment may not create a nuisance or be heard outside the boundaries of the premises.**

**** Outside Entertainment – Noise from entertainment must be at reasonable sound levels which are not plainly audible at a distance of 150 feet from boundary line or source of sound amplification system whichever is further.**

**CAPE COD CLADDAGH
SUNDAY & WEEKDAY INDOOR ENTERTAINMENT LICENSE CONDITIONS**

1. Noise not to exceed premise.
2. Entertainment inside the building will cease at 12:00 a.m.
3. The manager of the Claddagh will maintain control of the volume levels.
4. Contracts with performers will contain language that recognizes that the Claddagh manager controls sound levels and that any objection to the manager's decision will result in their dismissal without pay.
5. The street side door (located at the northeast corner of the bar level) and windows of the inside bar area will remain closed when entertainers are performing. The street side door will be used as an emergency exit and alarmed so the manager can respond when it is opened. Air conditioning to operate when appropriate and blinds and curtains will remain closed. Patrons, except handicapped/disabled patrons, will use the newly constructed access door.
6. Although noise from patrons milling about the parking lot or patio during late hours is not likely to exceed DEP limits, noise from speech is readily detectable by the human ear and may cause annoyance. Place signs outdoors to remind guests to be respectful of neighbors and have staff periodically patrol outdoor areas to quiet customers as needed.
7. Violations of the entertainment license conditions shall be referred to the Board of Selectmen and show cause hearing on the license will immediately be scheduled.
8. Schematic floor plan attached to define entertainment area.



Bid Opening Minutes
Thursday, December 15, 2016
ARTICULATING MAN LIFT

At 2:00 P.M., December 15, 2016, in the presence of Paul Sweetser and Sean Libby, I received and opened sealed bids for the Articulating Man Lift for the Highway Department.

Eight bids were submitted:

| Company Name | Bid Price |
|--------------------------|------------------|
| Aerial Titans | \$79,950 |
| Sunbelt Rentals | \$83,627 |
| Brian Julius | \$85,513 |
| United Rentals | \$92,500 |
| Blueline Rental | \$93,174 |
| Technology International | \$95,200 |
| Herc Rentals Boston | \$101,617 |
| Herc Rentals Florida | \$101,618 |

The funds for the lift were appropriated in Article 20 of the May 2, 2016 Town Meeting (\$80,000).

ENC
I have discussed this with Sean Libby, who is familiar with the reputation of the low bidder. We both agree that the contract should be awarded to the low bidder, Aerial Titans, for the bid amount of \$79,950.

The bid opening was adjourned at 2:10 pm

Notes by: Bob Cafarelli, Town Engineer

OWNER-CONTRACTOR AGREEMENT

THIS AGREEMENT is made this 19th day of December, 2016 by the Town of Harwich, Massachusetts, hereinafter called the "Owner" and Aerial Titans hereinafter called the "Contractor."

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

ARTICLE 1. SCOPE OF WORK:

The Contractor shall perform all the work required to furnish and deliver to the Town of Harwich, An Articulating Man Lift as specified in the bid documents. The location of delivery is the Harwich Highway Department, 273 Queen Anne Road, Harwich, Ma 02645.

ARTICLE 2. TIME OF COMPLETION:

The bidder agrees that the bid price will remain valid for sixty days from the date of the bid opening. System shall be delivered within sixty days of contract award.

ARTICLE 3. THE CONTRACT SUM:

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

(in words) Seventy Nine Thousand Nine Fifty Dollars

(in figures) (\$79,950)

ARTICLE 4. THE CONTRACT DOCUMENTS:

The following together with this Agreement form the Contract and all are as fully a part of the contract as if attached to this agreement or repeated herein: Invitation for Bids, Bidding Documents, Instructions to Bidders, Specifications, amendments, change orders, or other changes mutually agreed upon in writing; all applicable State laws, including but not limited to MGL Chapter 30B as amended, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the project; and the Contractor's Form of General Bid as accepted by the Town.

ARTICLE 5. CONTRACT TERMINATION:

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

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

ARTICLE 6. ASSIGNMENT:

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

ARTICLE 7. AMENDMENTS:

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

ARTICLE 8. INDEMNIFICATION:

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

ARTICLE 9. APPROPRIATION:

This Agreement is subject to appropriation.

ARTICLE 10. DISCRIMINATION:

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

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

Andrew Gould, Finance Director/Town Accountant

CONTRACTOR:

THE TOWN:

Aerial Titans

Harwich Board of Selectmen

Signed By:

Title:

Date:

ATTEST:

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed.

Employment Agreement
Between
David A. Withrow, Town Accountant/Finance Director
And
The Town of Harwich, Massachusetts

COPY

This Agreement is made and entered into on this 19th day of December, 2016 by and between the Town of Harwich (“Town”) a municipal corporation, acting through its Board of Selectmen (the “Board”), and David A. Withrow, Town Accountant/Finance Director, (the “Accountant”), both of whom agree to and understand the following:

WHEREAS, the Town desires to employ the services of David A. Withrow as the interim and part time Accountant from December 20, 2016, through March 31, 2016; and

WHEREAS, the Board has appointed David A. Withrow to be its Accountant in accordance with the provisions of the Harwich Home Rule Charter, effective December 20, 2016; and

WHEREAS, it is the desire of the Town to establish certain conditions of employment and working conditions for the Accountant; and

WHEREAS, the Town and the Accountant acknowledge the provisions of the Harwich Home Rule Charter, local bylaw and State law with respect to the duties and obligations of the Town and the Accountant, as the same may change from time to time, including, but not limited to M.G.L. Ch. 41, sec. 55 , and

WHEREAS, the Town and the Accountant desire to enter into an employment contract;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Section I – Duties

The Town hereby agrees to employ the Accountant to perform the functions and duties specified in the Harwich Home Rule Charter and Massachusetts General Law, Ch. 41. The Accountant shall have all the authority and powers granted to him in accordance with the provisions of the Harwich Home Rule Charter and M.G.L. Ch.41, sec. 50 through sec. 61.

The Accountant shall serve as the Chief Financial Officer of the Town, and shall be responsible for authorizing payment of bills and examination and oversight of all the Town’s financial operations.

However, it is understood and agreed to by the Board of Selectmen and town management that this is an interim, part time engagement and is not intended to provide all of the duties and oversight of a full time Accountant and will not be responsible for any pre-existing financial actions, policies and procedures.

Section 2 - Term

The term of this Contract will begin on December 20, 2016, and end no later than March 31, 2016.

Nothing in this Agreement shall prevent, limit, or interfere with the right of the Accountant to resign at any time during the term of this Agreement. In the event the Accountant decides to resign, he will provide the Town with thirty (30) day notice unless the parties otherwise agree.

Section 3 - Suspension and Termination

The Accountant may be discharged at any time during this contract term. If the Accountant is discharged prior to the hiring of a new full time Accountant and/or contract end date the Town will pay for any unpaid time worked by the Accountant and a severance payment of seven hundred and fifty dollars (\$750).

Section 4 - Disability

The Town recognizes its obligations under M.G.L. c.152, (Workers Compensation) in the event that the Accountant is injured while at work, or as a result of work-related activity.

The Town acknowledges the Accountant's rights in addition to the benefits granted herein, to the rights provided by the law, under the Family Medical Leave Act of 1993 and other applicable Federal and State statutes. Should there be a conflict within this Section and the Family Medical Leave Act of 1993, the provisions of the Federal law shall prevail.

Section 5 - Compensation

The Town agrees to compensate the Accountant at the hourly rate of \$75/hour.

The Town agrees that it shall not, at any time during the term of this Contract; reduce the salary, compensation or other benefits of the Accountant.

Section 6 - Hours of Work

The Accountant's work schedule will be two days per week at seven hours per day to be performed during the Town's normal business hours. It is understood that occasional additional hours may be necessary from time to time but this additional time will not exceed (35) hours over the term of this contract.

Section 7 - Leave Policy

The Accountant will not be granted paid vacation or sick leave as this is an interim, part time position. Flexibility in the Accountant's schedule will be allowed in the event of sickness or other personal responsibilities.

Section 8 - Indemnification

- A. The Town shall defend, save harmless and indemnify the Accountant against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Accountant's duties. The Town will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon, in accordance with Sections B and C below.
- B. The Town agrees to provide professional liability insurance for the Accountant in the amount of not less than one million dollars (\$1,000,000.00) per occurrence, to provide legal counsel in defense of any action to which the Accountant is a party, to indemnify the Accountant in all claims made against him in the performance of his duties and to continue such indemnification and legal defense in all claims made against him in the performance of his duties even if said claim has been made following his termination from employment.
- C. In addition to its obligations under Section B above, the Town agrees to indemnify the Accountant for any claim not available from or in excess of what insurance may provide. However, the employer's obligation under this section shall be limited to affirmatively presenting this claim to Town Meeting and supporting its passage as a Town Meeting

appropriation and is contingent upon such appropriation. Further, the Town's total indemnification shall be limited to a total of \$1,000,000.00 unless a greater amount should become available from the Town's insurers, and shall not apply to any violation of any person's state or federal civil rights if the Accountant acted in a grossly negligent, willful or malicious manner. This section shall survive any termination of this agreement.

Section 9 – Use of Vehicle

The Accountant agrees to use his personal vehicle for the business of the Town. The Town agrees to reimburse the Accountant at a rate per mile consistent with that rate reimbursed to other employees of the Town, plus parking and tolls, subject to submittal of a signed voucher detailing expenses and requesting reimbursement.

Section 10 - Residency

The Accountant shall not be required to maintain a permanent residence in the Town of Harwich.

Section 11 - Notices

Notices pursuant to this Agreement shall be given by deposit in the custody of the U.S. Postal Service, postage prepaid and addressed as follows:

| | | | |
|-------|--------------------|-------------|----------------------------------|
| Town: | Board of Selectmen | Accountant: | David A. Withrow |
| | Harwich Town Hall | | Town Accountant/Finance Director |
| | 732 Main Street | | 15 Monument Road |
| | Harwich, MA 02645 | | Orleans, Ma. 0265 |

Section 12 - Severability of Provisions

If any clause or provision of this Agreement shall be determined to be invalid, unenforceable, unconstitutional or illegal by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.

Section 13 - General Provisions

This agreement shall become effective upon signing by both parties. This Agreement may be modified or amended at any time by written mutual agreement of the parties.

Section 14 - Entire Agreement

This agreement embodies the whole Agreement between the Board and David A. Withrow and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. The Laws of the Commonwealth of Massachusetts will govern the Agreement.

IN WITNESS WHEREOF, the Town of Harwich, MA has caused this Agreement to be signed and executed on its behalf by its *Board of Selectmen* and David A. Withrow has signed and executed this Agreement, both in duplicate, the day and year first above written.

Approved this _____ day of _____, 2016 by -

Board of Selectmen:

David A. Withrow, Finance Director

HARWICH BOS / TA ACTION ITEMS REPORT

| Item Number | Action Item | Criticality (1, 2 or 3) | Lead Responsibility | Date Assigned | Due Date | Status | Comments |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|---------------------------|---------------------------------------|---------------|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 16-001 | Disability Access to Brook Park Bandstand | | | 7/11/2016 | | Referred to Recreation for inclusion in the next phase of Brooks Park Improvements. | No funding available at this time to cover cost of ramp. |
| 16-002 | Lighting at Brook Park Bandstand/Parking | | 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. Status Complete | No funding available at this time to cover costs of lights. Path behind ballfield fence is not formal to make more accessible & add lighting would require a fence along the bank, t-base walkway 5' wide, electricity, etc. |
| 16-003 | West Harwich Plume+B4:B29 +B4:B21 | | 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 made presentation to the BoS on 9/26/16 - Status Complete | Paula Champagne asked to research all applicable reports and to report back her findings/recommendations/plan. |
| 16-004 | Committees: Vacancies; Charge Updates: Members being Sworn-in. | | Selectmen | 7/25/2016 | | On-going | |
| 16-005 | Track Additional Costs at Middle School | | Selectman LaMantia, TA | 7/25/2016 | | On-going | |
| 16-006 | Embers: Outside Bar Status | | ATA | 8/8/2016 | | Completed 8/10/16- Status Complete | Consulted Licensing Secretary; Building Comm; Health Agent. Mr. Nickerson contacted. |
| 16-007 | Dedicated Turn Signal North on Rte 124 at Queen Anne Road | | DPW Director | 8/8/2016 | | Completed 8/10/16- Status Complete | DPW Director contacted consulting Engineer. The trip counts do not warrant a dedicated signal. Mr. Nickerson Contacted. |
| 16-008 | Perk - Public Hearing for Entertainment License potential violation(s) | | TA; Licensing Secretary | 8/22/2016 | | Hearing to be scheduled for 9/19/16 - Status Complete | |
| 16-009 | Waterways - Slip Regulations | | TA; Harbormaster; Waterways Committee | 10/17/2016 | | | |
| 16-010 | Entertainment Licenses (Rte 28 HP) - Public Hearing for uniform hours | | TA | 10/17/2016 | | Public Hearing Schedule for November 14, 2016 - Status Complete -- Licensees (Rt 28 HP) to be notified | Advertising and posting on Website completed. Licensees to be notified. |
| Goal 1. Financial Leadership and Stability - 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) | | | | | | | |
| Objective A: Develop FY2018 budget within the limits of Proposition 2 1/2 that minimizes the use of capital exclusions. | | | | | | | |
| 16-011 | G1-A(1) Provide Seven Year Capital Plan, 2018-2024 | | TA | 7/25/2016 | | Status Complete | |
| 16-012 | G1-A(2) Report: Estimated Free Cash | | Town Accountant | 7/25/2016 | | Status Complete | |
| 16-013 | G1-A(3) Report: FY2018 TA Budget Message | | TA | 7/25/2016 | | Pending - 1/9/17 | |
| 16-014 | G1-A(4) Provide Initial Budget & additional updates as needed | | TA | 7/25/2016 | | On-going | |

HARWICH BOS / TA ACTION ITEMS REPORT

| Item Number | Action Item | Criticality (1, 2 or 3) | Lead Responsibility | Date Assigned | Due Date | Status | Comments |
|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|----------------------------------|------------------|----------|------------------------------------|----------|
| | Objective B: Provide transparency in town finances. | | | | | | |
| 16-015 | G1-B(1) Provide quarterly expense & revenue reports for each Town department. | | Town Accountant & TA | 7/25/2016 | | Status Complete - Provided Monthly | |
| 16-016 | G1-B(2) Provide revenue sources & expenses for each department. | | Town Accountant & TA | 7/25/2016 | | Status Complete - Provided Monthly | |
| 16-017 | G1-B(3) Further implement the visual software package to better inform the taxpayers where their tax dollar is being spent. | | Town Accountant & TA & Selectmen | 7/25/2016 | | On-going | |
| 16-018 | | | Town Accountant & TA | 7/25/2016 | | Pending | |
| 16-019 | G1-B(5) Evaluate the need to form an insurance advisory committee to work with the TA to identify, develop options & implement town insurance matters | | LaMantia, Finance, TA | 7/25/2016 | | | |
| | Objective C: Develop specific financial strategies to increase S&P Bond rating | | | | | | |
| 16-020 | G1-C(1) Provide memo identifying potential savings that could result over the next 5-10 years of planned borrowing if Harwich rating was increased. | | MacAskill, TA, Finance | 7/25/2016 | | | |
| 16-021 | G1-C(2) Identify specific, sustainable revenue sources to fund annual contributions to Other Post Employment Benefits (OPEB). | | MacAskill, TA, Finance | 7/25/2016 | | | |
| | Goal 2. Governance - Communicat and conduct Town government business in an efficient, effective, transparent and responsive manner. | | | | | | |
| | Objective A: Conduct Town government business in an efficient and effective manner | | | | | | |
| 16-022 | G2-A(1) Implement Accela | | TA | 7/25/2016 | | Status Complete | |
| 16-023 | G2-A(2) Request Charter Review Committee to assess Charter to identify needed changes/improvement. | | LaMantia & MacAskill | 7/25/2016 | | | |
| 16-024 | G2-A(3) Direct Town boards & committees to review Charges for appropriateness or modifications. | | LaMantia & MacAskill | 7/25/2016 | | | |
| 16-025 | G2-A(4) Ensure Town boards & committees conduct meetings/public hearings in accordance with Charter, Regulations & MGL. | | LaMantia & MacAskill | 7/25/2016 | | | |
| 16-026 | G2-A(5) Assess document storage needs. | | TA | 7/25/2016 | | | |
| 16-027 | G2-A(6) Review & reevaluate BOS policies. | | LaMantia & MacAskill | 7/25/2016 | | | |

HARWICH BOS / TA ACTION ITEMS REPORT

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|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|-------------------------------------------|--------------------------|-----------------|---------------|------------------------------------------|
| Objective B: Conduct Town government business in a transparent manner | | | | | | | |
| 16-028 | G2-B(1) Develop & implement informational meetings ("pre-annual town meetings) to improve understanding & assess potential impacts of the Harwich budget & selected warrant articles. | | BoS | 7/25/2016 | | | |
| 16-029 | G2-B(2) Public Awareness & Outreach: improve awareness & understanding of the BOS, other Town-sanctioned groups, & Town departments. | | TA w/Voter Info Comm., BoS | 7/25/2016 | | | |
| 16-030 | G2-B(2)(a) Two memos, co-authored by Administration & Dept. Head selected to participate in outreach activity describing activities planned, resources & schedules required to achieve this objective. | | LaMantia, MacAskill, TA, Finance | 7/25/2016 | | | |
| 16-031 | G2-B(2)(b) Periodic status reports on media projects, site visits, & initial feedback from residents/visitors. | | LaMantia, MacAskill, TA, Finance | 7/25/2016 | | | |
| 16-032 | G2-B(3)(c) End-of-year report on lessons learned. | | LaMantia, MacAskill, TA, Finance | 7/25/2016 | | | |
| Objective C: Conduct Town government business in a responsive manner | | | | | | | |
| 16-033 | G2-C(1) Establish Harwich-specific email addresses (4 memos). | | Brown, IT, TA | 7/25/2016 | | | |
| 16-034 | G2-C(2) Reevaluate Town Hall hours: 8 PM on Monday & noon on Friday. | | Brown, BoS, TA | 7/25/2016 | | | |
| 16-035 | G2-C(3) Evaluate improvements to Griffin Room audio reception, recording & broadcasting. | | Brown, IT, TA, Cable | 7/25/2016 | | | |
| 16-036 | G2-C(4) Develop agreement for classroom use at MRHS & Harwich Elementary (fee/no fee) for Town-sanctioned groups meetings. | | Brown, BoS | 7/25/2016 | | | |
| Goal 3: Infrastructure - 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 | | | | | | | |
| 16-037 | G3 Objective A: Support and report periodically on the water side rebuilding project at Saquatucket Harbor. | | MacAskill, TA, Harbor | 7/25/2016 | | | No Action Items or Deliverables Provided |
| 16-038 | G3 Objective B: Support and report on the land side design project | | Harbor & Conservation | 7/25/2016 | | | No Action Items or Deliverables Provided |
| 16-039 | G3 Objective C: Investigate renovation project proposed for Lower County Road. | | Hughes, TA, DPW, Highway & Engineering | 7/25/2016 | | | No Action Items or Deliverables Provided |
| 16-040 | G3 Objective D: Determine appropriate distribution of CVEC energy savings | | MacAskill, TA, BoS | 7/25/2016 | | | |

HARWICH BOS / TA ACTION ITEMS REPORT

| Item Number | Action Item | Criticality (1, 2 or 3) | Lead Responsibility | Date Assigned | Due Date | Status | Comments |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|--------------------------------------------------------|--------------------------|-----------------|------------------------|----------------------------------------------|
| Goal 4: Natural Resources - Continue to implement the Comprehensive Wastewater Management Plan | | | | | | | |
| Objective A: Wastewater planning and implementation | | | | | | | |
| 16-041 | G4-A(1) Attempt to finalize IMA negotiations with Chatham BOS | | Hughes, LaMantia, TA | 7/25/2016 | | In process | |
| 16-042 | G4-A(2) Convene preliminary discussions with Dennis & Yarmouth | | Hughes, LaMantia, TA | 7/25/2016 | | Status Complete | Initial Meeting held, discussions continuing |
| 16-043 | G4-A(3) Document results of Muddy Creek projects & support Cold Brook mitigation planning & implementation | | Hughes, LaMantia, TA | 7/25/2016 | | | |
| 16-044 | G4-A(4) Continue ongoing pollution mitigation efforts & implementation of new technologies. | | Hughes, LaMantia, TA | 7/25/2016 | | | |
| Objective B: Wastewater Education and Outreach | | | | | | | |
| 16-045 | G4-B(1) Using available information develop guidelines for environmentally-appropriate fertilization of lawns & gardens | | BoS, TA, WIC, IT, Nat'l Resources, Health/Conservation | 7/25/2016 | | | |
| 16-046 | G4-B(2) Plan & implement wastewater education program for residents & nonresidents to explain the need for the project, the process & next activities planned | | BoS, TA, WIC, IT, Nat'l Resources, CDM Smith | 7/25/2016 | | | |
| 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 A: Investigate improved utilization, sale or lease of several properties in Town. | | | | | | | |
| 16-047 | G5-A(1) Develop plans on how to use, sell or lease the Albro House, Bank Street Fire Station, Old Recreation Building, West Harwich Schoolhouse & Harwich Middle School. | | TA | 7/25/2016 | | On-going | |
| 16-048 | G5-A(2) Support community involvement, State compliance, planning, & public information activities in the Rt. 28 reconstruction project from Herring River to the Dennis line | | TA | 7/25/2016 | | On-going | |
| 16-049 | G5-A(3) Support community involvement in the HECH/Chase House historic preservation & Chapter 40B development at 93 & 97 Rt. 28 | | TA | 7/25/2016 | | On-going | |
| Objective B: Create and maintain a strong business and job growth environment | | | | | | | |
| 16-050 | G5-B(1) Explore creation of an economic development committee | | Brown, MacAskill, BoS | 7/25/2016 | | | |
| 16-051 | G5-B(2) Create & maintain positive Town & business relationships | | Brown, MacAskill, BoS | 7/25/2016 | | | |

HARWICH BOS / TA ACTION ITEMS REPORT

| Item Number | Action Item | Criticality (1, 2 or 3) | Lead Responsibility | Date Assigned | Due Date | Status | Comments |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|------------------------------------|--------------------------|-----------------|---------------|-----------------|
| 16-052 | G5-B(3) Assist Town departments & Town sanctioned groups with grants & pursue funding opportunities in support of town priorities & policy goals | | Brown, MacAskill, BoS | 7/25/2016 | | | |
| 16-053 | G5-B(4) Develop educational program agreements with MRSD & CCTech whereby special projects can be conducted coincident with major capital projects in Town | | Brown, MacAskill, BoS | 7/25/2016 | | | |
| 16-054 | G5-B(5) Investigate novel ideas to promote Harwich & attract tourists, such as painting/decorating fire hydrants | | Brown, MacAskill, BoS, TA, Chamber | 7/25/2016 | | | |
| 16-055 | G5-B(6) Explore affordable & senior housing options where the Town may retain the property | | Brown, MacAskill, BoS | 7/25/2016 | | | |
| 16-056 | G5-B(6)(a) Memorandum #1: TA shall outline a plan to identify proven & novel approaches to develop Affordable housing in Harwich. | | Brown, MacAskill, BoS | 7/25/2016 | | | |
| 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 A: Provide high quality, cost-effective public safety services to residents and | | | | | | | |
| 16-057 | G6-A(1) Assess public safety signage throughout the Town for adequacy & consistency | | Kavanagh, TA, Highway | 7/25/2016 | | | |
| 16-058 | G6-A(2) Investigate options, including increased police surveillance, low cost, automatic speed detection systems, raised crosswalks or speed bumps to lower vehicle speed on town streets. | | Kavanagh, TA, Highway, CCC | 7/25/2016 | | | |
| 16-059 | G6-A(2)(a) Memorandum #1: Define near-term options that could be implemented in 30 days or less | | Kavanagh, TA, Highway, CCC | 7/25/2016 | | | |
| 16-060 | G6-A(2)(b) Memorandum #2: Identify steps & resources needed to develop a comprehensive safety improvement plan for Harwich | | Kavenagh, TA | 7/25/2016 | | | |

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 |
| Conservation Commission (1 full - 3 alternate)..... | 3 |
| Council on Aging..... | 2 |
| Cultural Council..... | 1 |
| Disability Rights Committee..... | 5 |
| Forest Committee..... | 1 |
| Historic District/Historical Commission (1 full) | 1 |
| 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 |
| Youth Services Committee | 1 |

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