

SELECTMEN'S MEETING AGENDA*

*Donn B. Griffin Room, Town Hall
732 Main Street, Harwich, MA
Regular Meeting 6:30 P.M.
Monday, September 10, 2018*

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

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. WEEKLY BRIEFING

IV. PUBLIC COMMENTS/ANNOUNCEMENTS

V. CONSENT AGENDA

- A. Approve Minutes – August 20, 2018 Regular Meeting
- B. Accept the resignation of Joan Felahi as a full member of the Council on Aging
- C. Accept the gift of an Eastern Redbud tree in memory of Jacob Spitz to be planted at Island Pond Cemetery
- D. Approve the request by Eversource to install approximately 40 feet of conduit/cable under the roadway to provide service to the homeowner at 14 Hudson Lane

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

- A. Presentation – Intermunicipal Agreement between Barnstable County IT and the Town of Harwich – Bill Travers

VII. NEW BUSINESS

- A. Request permission to refinance affordable home on Driftwood Drive as required by Deed Rider
- B. Winter Boat Storage at Saquatucket Harbor
- C. K P Law Legal representation – discussion

VIII. OLD BUSINESS

IX. CONTRACTS

X. TOWN ADMINISTRATOR'S REPORT

- A. CDM Smith Progress Report – Sewer Collection System Phase II
- B. DHY Special Legislation Update
- C. Dredging Grant in the amount of \$36,000
- D. Departmental Reports

XI. SELECTMEN'S REPORT

XII. ADJOURNMENT

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

Authorized Posting Officer:

Posted by: _____
Town Clerk

Sandra Robinson, Admin. Secretary

Date: _____
September 6, 2018

**MINUTES
SELECTMEN'S MEETING
GRIFFIN ROOM, TOWN HALL
MONDAY, AUGUST 20, 2018
6:30 P.M.**

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

OTHERS PRESENT: Town Administrator Christopher Clark, Assistant Town Administrator Evan Melillo, Carolyn Carey, Carol Coppola, Ray Chesley, Larry Cole, Cyndi Williams, Leo Cakounes, Liz Argo, and others.

Chairman Kavanagh reported that the Board had just come out of Executive Session which included some litigation matters, a favorable evaluation for the Police Chief, collective bargaining issues and approval of minutes.

WEEKLY BRIEFING

A. Solar Massachusetts Renewable Target/SMART Program – Larry Cole

Mr. Cole, the Town's representative to the CVEC and member of the Harwich Energy Committee, reported on the SMART program's existence and noted that the Harwich Energy Committee met with SunPower on it. He discussed site preparation for a Town parcel that was designated for a large scale solar array in order to meet one of the Green Communities criteria program and he commented that this could generate \$100,000 per year in lease payments under the best case scenario. He recommended that the Town get moving on this and noted that an RFP would have to be developed. Mr. Clark recommended that they put together an RFP and bring it back to the Board.

PUBLIC COMMENTS/ANNOUNCEMENTS

Mr. Tim Ethier of 500 Old Chatham Road in South Dennis discussed the shooting range at the Cape Cod Fish and Game Club on Depot Street noting that the activity there has picked up dramatically in the past few years. He commented that it is a continual disturbance and he cannot sit outside any longer. He asked the Board to look into and said ultimately he would like to see the range shut down. Mr. Clark said he would get some details and see if we have any ability to regulate it.

Ms. Williams discussed upcoming events sponsored by the Chamber of Commerce.

CONSENT AGENDA

- A. Approve Minutes – July 9, 2018 Regular Meeting
- B. Accept the resignation of Joan Felahi as a full member of the Council on Aging
- C. Accept the resignation of Mark Koopman as a full member of the Treasure Chest Committee
- D. Approve Caleb Chase Request in the amount of \$700.00
- E. Approve Caleb Chase Request in the amount of \$700.00
- F. Approve Caleb Chase Request in the amount of \$580.79
- G. Vote to sign a proclamation in honor of Peter Cobb's 80th birthday

Mr. McManus moved approval of the Consent Agenda Items A and C through G. Mr. Howell seconded the motion and the motion carried by a unanimous vote. With regard to Item B, Mr. Howell explained that

committee members must submit resignation letters to the Town Clerk and also we have nothing in writing from Ms. Felahi. He said he would reach out to her.

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

A. Public Hearing (continued from August 6) – Building Department Fees

Mr. Clark reported that the Building Commissioner and Finance Director are providing this presentation in response to the Board's questions about whether the fees are in compliance with the Emerson College case. Ms. Coppola provided the attached presentation.

Mr. Howell said he was looking for what it costs to issue a permit in terms of FTE hours. He said the true cost of issuing a permit is different than whether you are exceeding your ability under the law to allocate expenses against this purpose. He noted that some permits are rather express and some are rather complicated. He said this isn't a race to see who can finish first with the most expensive permits. He said this doesn't answer how much it costs to issue a permit. Mr. Chesley responded that there are a number of different permits and the costs vary widely between them so he isn't sure how you could capture that information with a lot of accuracy. Mr. Clark noted that in Mr. Chesley's original analysis he had a cost analysis which resulted in a fee of \$74.09 and Chairman Kavanagh said it also took into account square footage. Mr. Howell reiterated that it is not a competition and is based on what our incurred expenses are to issue the permit. Chairman Kavanagh said she has filed building permits in several towns and these towns aren't incredibly larger towns than ours and they don't have larger workforces and we have lower fees. She pointed out that we are charging less per square foot. She said she is not in favor of charging more money just to charge more but we do need to be able to support the department. Mr. Howell said our first obligation is to see how much it costs us to issue a permit in Harwich and if we are adequately covering that by the expense incurred. Mr. Chesley took questions from the Board regarding last year's budget excess for the Building Department. Mr. McManus pointed out that the figures indicate that the taxpayers are subsidizing the department in the amount of \$184,000 and Mr. Chesley confirmed that this is correct. Mr. Ballantine said he would like to look at ways to reduce our labor internally by looking at the drivers of these costs and ways to increase our efficiency and he challenged Mr. Clark to do so. Chairman Kavanagh cautioned that online applications do not reduce our personnel costs and stressed that these fees haven't been raised since 2007. She commented that we shouldn't be subsidizing the costs. Mr. Howell said he would like to know how many man hours, at whatever grades, does it cost to be able to put out a permit. Chairman Kavanagh said to calculate the number would be extremely difficult as a great set of submitted plans for an advanced house can be reviewed quicker than a poorly done set of plans for an average house. The Board took comments from Mr. Cakounes who questioned if it is a policy of the Board to match operating costs to fees for every department. Mr. Clark said it isn't a policy but it is our obligation to try to follow case law precedence. Mr. Cakounes said he isn't questioning case law but rather questioning when the Board decided that the Building Department operating costs would be entirely covered by fees and said he took exception to the Board's comments that they shouldn't be subsidizing the Building Department as it should be covered by tax dollars. Mr. Clark said he has never recommended that everything be trued up to Emerson College, and that there are certain departments where you need to provide the services such as Police and Fire but we should try to capture costs where it makes sense. Mr. Cole said taxpayers shouldn't be paying for benefits received by individual taxpayers. Mr. McManus moved to close the public hearing. Mr. Ballantine seconded the motion. The motion carried by a 4-1-0 vote with Mr. Howell in opposition. Mr. McManus moved that we adopt the recommended increases in the Building Department fees and make the increase effective January 1, 2019. Chairman Kavanagh seconded the motion and the motion failed on 2-3-0 vote with Mr. MacAskill, Mr. Howell and Mr. Ballantine in opposition. Mr. Ballantine said he would like to see this brought back again.

B. Dennis/Harwich/Yarmouth Special Legislation with section by section summary – John Giorgio

Mr. Giorgio provided a report on the status of the Special Legislation which was voted at Town Meeting to authorize the Board of Selectmen to work with the other two towns to come up with Special Legislation that would be filed to create the Dennis/Harwich/Yarmouth Clean Waters Community Partnership. He noted that the legislation has been prepared and filed. He explained that they have been working with Representative Whelan and the House Legislative Counsel to come up with a final bill that addresses all of the concerns from the various boards and once that legislation is passed, the Towns will get together to negotiate an agreement which would have to go to Town Meeting for final approval. He noted that the Dennis and Yarmouth Boards of Selectmen are meeting on this next Tuesday. He did a section by section summary of what the bill does. He noted that he had prepared a summary and Mr. Young had provided some comments (attached). He reported that House Counsel had prepared a number of recommended changes to the bill and has raised some questions so they prepared a revised version of the bill that addresses their comments and answers their questions and have made a few additional revisions. He said they are hoping that it is going to be processed through Representative Whelan's office and then the bill would be ready. He noted that the primary purpose of the legislation is to fulfill the intent of Town Meeting to create an independent governmental entity that is going to be able to actually do the job of designing and constructing a Wastewater Treatment Plant with the proposed site being in Dennis and that both Yarmouth and Harwich would participate in this arrangement and deliver wastewater to the plant and that the effluent after treatment would be sent back to the towns for disposal at town individual sites. He explained that the commission will be independent but made up of appointees from the three towns. He highlighted the appointment and powers of the commission. Mr. Giorgio pointed out that if only two towns approve the agreement, then the agreement allows those two towns to proceed together without the third town. He said they are waiting to hear back from House Counsel through Representative Whelan's office as to the changes and they are in line with what House Counsel has already approved. Mr. Giorgio and Mr. Young took questions from the Board regarding distribution of operating costs, which they said would be detailed extensively in the agreement. Mr. Young said as currently drafted, the fixed cost would be a proportion based on ownership in the plant and operating costs would be broken into fixed and flow variable which is based on how much flow you are sending in a given year. Mr. Howell stated that there is absolutely no relationship between this construct and our taxpayers. He noted that these people are appointed by the Board of Selectmen who are not the legislative body but rather the executive body of the Town. He stressed that there is no provision for any kind of public input whatsoever. He said he would feel a lot better if any money they would borrow would be subject to a vote of Town Meeting. He questioned where the containment is on the operating costs for anything. Mr. Young said the containment is that their commissioners are appointed by their communities, all financial votes over a certain dollar value require supermajority vote of the commissioners, and they require a positive vote from each of the commission communities. He commented that there are lots of safeguards built in. Mr. Giorgio said this agreement just allows you the opportunity to create the entity. He added that the details will be in the agreement and will address the types of concerns Mr. Howell is raising. Mr. Howell questioned why we wouldn't go to each town like we do for regional schools. He pointed out that there is no direct election and the public has no say in it or in the individual yearly budgets. He questioned if it would be a deal killer if we said it had to go back to Town Meeting for an appropriation. Mr. Young said that it goes against it being a separate entity. Mr. Giorgio said the opportunity to address those concerns would be in a vigorous negotiation of the agreement. He recommended getting the legislation in place and said we are not committed to this unless the Board approves the agreement and Town Meeting does as well. Mr. Howell said the legislation itself specifies this way of operating. Mr. Giorgio said it will not operate at all unless or until an agreement is in place. Mr. Howell questioned if they can name another construct on Cape Cod that operates this way with no voter input. Mr. Giorgio responded not on Cape Cod but there are examples off Cape. Mr. Giorgio pointed out that this is very consistent with the Section 208 Water Quality Plan Update and the advancement of this kind of regional cooperation is certainly going to be favorably looked on by

the grant agencies. Mr. Young said it is not only the grant agencies but at the One Cape Conference where they presented this scenario, it was highlighted by the Governor, the Lt. Governor and Secretary of Environmental Affairs as the model they would like to see other communities using going forward. Chairman Kavanagh said we are not going to find those comparisons on Cape as we have been applauded for being at the forefront and one of leaders. The Board took comments from Mr. Cakounes who suggested that the Board not support a committee that will have this authority and it should be an elected position with a compensation. Mr. Ballantine questioned why we can't have Town involvement and they would still be an independent board and was in favor of the board being elected. The Board discussed adding additional safeguards in the agreement. The Board agreed that this needs to be brought back with feedback from the other towns. Mr. MacAskill suggested a joint meeting and Mr. Giorgio said that would be an excellent idea.

C. Presentation – Permanent Protection for Nantucket Sound – Audra Parker

Ms. Parker explained that they are seeking permanent protection for Nantucket Sound through federal legislation and it would designate Nantucket Sound as a national historic landmark. She stated that it would also prohibit any federal agency from authorizing any type of energy generation or exploration project in Nantucket Sound. She noted that 45 groups have signed on to the stakeholder letter. Mr. McManus moved to support the Town of Harwich being a signatory. Mr. McManus seconded the motion and the motion carried by a unanimous vote.

NEW BUSINESS

A. Harwich Parking Committee Charge

Mr. Howell noted that the charge he developed is for an ad hoc committee. He outlined the charge. At Mr. Ballantine's and Mr. McManus' suggestion, Mr. Howell agreed to clarify that the committee is open to all local residents who are full or part time, not necessarily taxpayers. Ms. Williams suggested leaving it at just residents. Mr. McManus moved to approve the charge as written and ask that people who are interested in serving on this committee have their applications into the Selectmen's office by September 15. Mr. Howell seconded the motion. Mr. MacAskill volunteered to be the liaison to the committee. The motion carried by a unanimous vote.

B. Committee Appointments:

1. Historic District/Historical Commission
2. Golf Committee

Mr. Howell moved the following appointments:

Julia Eldredge for a full term on the Historic District/Historical Commission to expire 6/30/21

Steve Bilotta to the Golf Committee for a full term to expire 6/30/21

John Connolly to the Golf Committee for a full term to expire 6/30/21

Mr. Ballantine seconded the motion and the motion carried by a unanimous vote.

C. Liquor/Entertainment License Violation – Mad Minnow Restaurant – *recommend referring this matter to Hearing Officer/Town Administrator*

Mr. MacAskill moved that we recommend referring this matter, the Liquor/Entertainment License violation, Mad Minnow Restaurant to the Town Administrator as the Hearing Officer. Mr. Ballantine seconded the motion and the motion carried by a unanimous vote.

D. Harwich Pines Association – Application for Special Purpose Mooring Permits – Attorney Brian Wall/Harbormaster John Rendon

Mr. Wall, Attorney for the applicant, explained that this is an application for two Special Purpose Mooring Permits for the Harwich Pines Association. He made the following argument to the Board:

The Association owns and maintains a common beach to which all the properties in the Association have deeded rights to. From the 1970's until 2002, the Association was annually issued permits for 2-3 moorings off the common beach and the subdivision moored 3-4 boats there every year. The moorings were classified as private moorings under the Harbor Management Plan which became in effect in 2004. In 2012, the prior Harbormaster, Mr. Leach, retired and Mr. Rendon took over and did a comprehensive review of the regulations and he wanted to make sure he was being consistent in his application of the regulations and his enforcement and he determined that the Association was not eligible for private moorings and asked that they be removed and in 2012 they were removed and they have not been back in the water since. The Association was upset by this, this was something they enjoyed for many years so they decided to pursue this and had meetings and correspondence with the Harbormaster. The Harbormaster explained that it was his position that under the regulations, specifically Section 3.9I, that the requirement that a private mooring have a residential property with water frontage meant that the property had to have direct access to the water and that deeded access by a backlot owner was not eligible. The Harbormaster also notified them that if they disagreed with his opinion then they could file an appeal. We did file an appeal and that is pending but in the process of filing the appeal we comprehensively reviewed the regulations and saw the definition for Special Purpose Mooring and felt that they fit within that definition and as an alternative request for relief in the appeal, we asked for that type of permit.

Mr. Wall said they met with the Town Administrator and Harbormaster at which time they were informed that Town Counsel agrees that they are eligible for that permit and they were asked to file a separate application for that and they did so. He stated that the Harbormaster has reviewed it and agrees that the Association is eligible for a Special Purpose Mooring and he thinks the Harbormaster is going to recommend approval. He asked that the Board give the Association two permits for moorings that they have enjoyed for over 40 years with a different characterization as a Special Purpose Mooring.

Mr. Rendon agreed with Mr. Wall's summary and said he and his staff spent a couple of years trying to get Long Pond cleaned up of moorings that didn't belong there and enforce our regulations for people who had deeded beach rights but did not have residential waterfront property and did not qualify for private property moorings. He reviewed the definition of Special Purpose Moorings. He said that when he and the Town Administrator met with Town Counsel, he felt based upon their non-profit business entity of their Association, that they could apply. He said he did a site visit and he believes there is enough room there in front of their property for a Special Purpose Mooring. He commented that it's a little bit outside the box of typically what we provide, what we define as Special Purpose, but he would support it.

Mr. MacAskill moved that we approve the application for a Special Purpose Mooring Permit by Harwich Pines Association. Mr. Howell seconded the motion. Mr. Rendon took questions from the Board about access to the mooring. He said how they manage the two moorings is up to Association. Mr. Rendon said he believes space would only allow for two moorings. The motion carried by a unanimous vote.

E. West Harwich School Building - general discussion of future plans for the site

Mr. Ballantine asked that this be postponed to another meeting when they have time to discuss it and when he has more information. Mr. MacAskill noted that there are members of the public waiting to speak on

this item and asked that they be allowed to speak. Mr. Howell said in the future when this gets put on agenda he would like us to think about the possibility of a licensing agreement similar to the one for the South Harwich Meeting House. Ms. Urbano said she recently submitted this building to the Preservation Massachusetts' Endangered Historic Building List and she read their mission statement. She said if they get this, it is free help, although she doesn't know what their chances are. In regard to Ms. Urbano's statement, Mr. Cakounes asked if a non-owner and non-holder of any lease of Town owned property can apply to some historical society without the permission of the Town. He questioned if this is a process any citizen can do. Ms. Urbano replied that anyone can nominate and the Town doesn't have to take advantage of it. The Board agreed to bring this back when Mr. Ballantine has the information. Bob Doyle of North Road said this is a jewel and it would be a major mistake to relocate or destroy it.

F. Entertainment Licenses – discussion on outside noise after 10:00 p.m.

Taylor Powell, owner of Perks, said the way the licenses are worded leaves the businesses open for a violation after the music stops as the ending time for outside entertainment is 10:00 p.m. and for inside entertainment it is midnight, but liquor can be served until 1:00 a.m. He said there's no place that turns off background music or TV at midnight and the way the permit is written, this is a violation. He added that there are businesses that don't have entertainment licenses who are playing music and TV's past the hour. Mr. Howell pointed out that we would need a public hearing to do anything with this. Mr. MacAskill asked for the Police Chief's input. Chief Guillemette said he's surprised that there aren't more people here considering the amount of complaints they've been getting. He said the inside ending time that the Board voted is reasonable and helps them to get those establishments under control and get everyone out by 1:00 a.m. He said that was the idea and discussion when we changed this. He said there would be no violation if the noise doesn't exceed the premises but if you are an outside business only, you are held to the 10:00 p.m. stop time and anything heard beyond the premises is a violation. Chairman Kavanagh said that as long as the noise is within the walls of building it shouldn't be a violation. Chief Guillemette stated that entertainment is live or recorded music and it must stop at 10:00 p.m. outside. He said based on the number of complaints they have, this issue isn't going to go away. Mr. MacAskill asked that those figures be forwarded to the Board. Ms. Sara Powell of Perks said that there are more people thanking them than there are complaints. Mr. Clark said if they have something in mind they would like to see the Board change with regard to license requirements, they should submit it to give some direction to the Board as to what they would like to see and Chairman Kavanagh asked them to do that.

Mr. MacAskill departed the meeting at 9:20 p.m.

OLD BUSINESS

A. Continuation of the CVEC Round 1 Adder for FY20 – Liz Argo

Ms. Argo described upcoming CVEC projects. She explained that the Round 1 Adder request for FY18 & FY19 was approved at \$0.005 to cover a debt of \$100,000 and they are now back with a projected debt of \$36,000 and asking for the Round 1 Adder request for FY20 at \$0.0025. She distributed the participant report for FY18 and said the site is producing as they hoped it would. The Board took comments from Mr. Cakounes who asked the Board to support the Adder. Mr. Howell moved that we support the Round 1 Adder request for FY20 at \$0.0025 per kilowatt hour. Mr. McManus seconded the motion and the motion carried by a unanimous vote.

B. Fraud Assessment Policy – reporting issues

At Mr. Howell's request, Chairman Kavanagh agreed to delay this item until the entire Board is present.

C. Overview of land use controls for wastewater purposes

Mr. Clark asked to table this item and the Board agreed to hold until the next meeting. Mr. Ballantine said he would be emailing questions to Mr. Clark on this item.

D. Sunday opening for Community Center – update

Mr. Clark said we have sufficient funds to open on Sundays from 10:00 a.m. to 3:00 p.m. and we are looking at starting on September 23rd. Mr. Clark said he is considering the soft holidays to be Labor Day, Columbus Day and Presidents Day.

CONTRACTS

A. Change Order #2 (C.C. Construction) for the Saquatucket Harbor Septic System project in the amount of \$86,890

Mr. Clark said this is for the septic for the snack shack to construct the tanks to get the restaurant going. Mr. McManus moved approval of a change order in the amount of \$86,890 for C.C. Construction. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

TOWN ADMINISTRATOR’S REPORT

A. Resignation of Council on Aging Director

Mr. Clark reported that the COA Director has submitted her resignation and he will be filling in.

B. CDM Smith Progress Report – Sewer Collection System Phase II

Mr. Clark reported that we are continuing to do the boring samples. He added that he and the Town Engineer went out and looked at specific pump station sites and they are trying to refine those locations.

C. Departmental Reports

There was no action or discussion on this item.

SELECTMEN’S REPORT

A. K P Law contract – *discussion*

Mr. Howell asked that this be an agenda item. He said he is looking for what obligations we have and any paperwork that might show that and any alternatives we might wish to consider.

ADJOURNMENT

Chairman Kavanagh adjourned the meeting at 9:41 p.m.

Respectfully submitted,

Ann Steidel
Recording Secretary

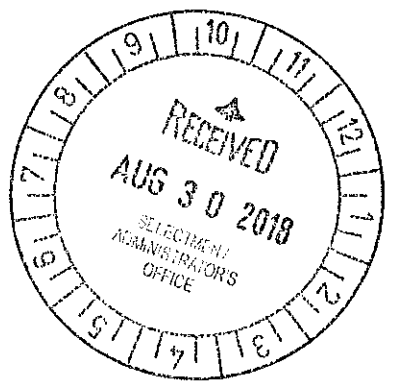
August 30, 2018

I, Joan Felahi, am resigning from the Council on Aging Board.

The reason being is that the Care Givers group meets at the same time, and I need to attend that group.

It has been a privilege to have served with all of you.

Joan Felahi



Sandy Robinson

From: Robbin Kelley
Sent: Wednesday, August 29, 2018 9:33 AM
To: Ann Steidel; Sandy Robinson
Cc: Cindy Eldredge; steven conner; Karen Young; mcmanused@msn.com
Subject: Donated Tree for Island Pond
Attachments: Donated Eastern Redbud Tree for Island Pond.pdf

Ann or Sandy

Can you put on the Selectmen's agenda to accept the gift of Eastern Redbud tree. It was approved at the Cemetery Commission Meeting August 8th.

Thank you

Robbin Marie Kelley
Cemetery Administrator
Town of Harwich
Office: 100 Oak Street
Mailing: 732 Main Street
Harwich, MA 02645
Phone 508-430-7549
Fax 508-430-7598

Diane DiGennaro & David Spitz
16 Cross Street
Harwich Port, MA 02646
riodd@comcast.net
774-237-0899

July 20, 2018

Harwich Cemetery Commission
c/o Harwich Town Hall
732 Main Street
Harwich, MA 02645

Dear Cemetery Commission,

We are very pleased to tell you that our friends, Dottie and Gary Miller, would like to donate an Eastern Redbud tree in our son, Jacob Spitz' memory. We have chosen this tree after much research into what would be appropriate for the Island Pond Arboretum. It is native to the east coast and recommended as a species well suited to Cape Cod. We would be getting the form "Merlot" which has a beautiful mahogany colored leaf. It grows to about twelve feet tall and fifteen feet wide. It is drought tolerant and attracts birds, butterflies and bees. It is relatively pest free and has pink blossoms around the time that dogwoods bloom. They have also requested to include a small plaque at the base of the tree stating "In memory of Jacob Spitz." Would this tree and plaque be acceptable? If so, they'll purchase it asap and work with Robbin in choosing a spot and getting it planted.

Regards,

Diane DiGennaro and David Spitz

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513


Fax (508) 432-5039

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

732 MAIN STREET, HARWICH, MA



MEMO

TO: Board of Selectmen 

FROM: Christopher Clark, Town Administrator

RE: Utility Hearing August 23, 2018 – Continued to September 6, 2018
14 Hudson Lane, Harwich

DATE: November 12, 2013

On Thursday, August 23, 2018, a Utility Hearing was held per the request of Eversource Electric. The request was to install underground electrical service to 14 Hudson Lane in Harwich. Unfortunately, the Eversource representative failed to appear and I tabled the hearing until September 6, 2018. All abutters were re-noticed.

There were no abutters in attendance at either hearing and with no objections to the work submitted, I recommend that the Board approve this request so that they can begin work as soon as possible.



August 1, 2018

Town Administrators
732 Main Street
Harwich, MA 02653

Dear Board Members:

Enclosed is a petition to install approximately 40 feet of conduit/cable under the public way in Hudson Lane, Harwich.

This proposed location (s) is necessary to provide electrical service to customer at 14 Hudson Lane. This petition will require a notice to abutters and a hearing.

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

If you have any questions feel free to contact me at 508-790-9022 or the email address provided below.

Warm Regards,

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

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

**PETITION FOR
UNDERGROUND CABLE AND CONDUIT LOCATIONS**

WO#2273200

Barnstable, Massachusetts

August 1, 2018

To the Board of Selectmen for the Town of Harwich, Massachusetts.

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

request permission to locate underground cables, conduits and manholes, including the necessary sustaining and protecting fixtures, in, under, along and across the following public way or ways:

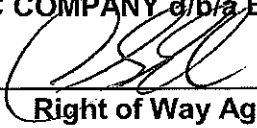
Hudson Lane, Harwich

To install approximately 40' of conduit and cable from existing pole#165/2 in town road.

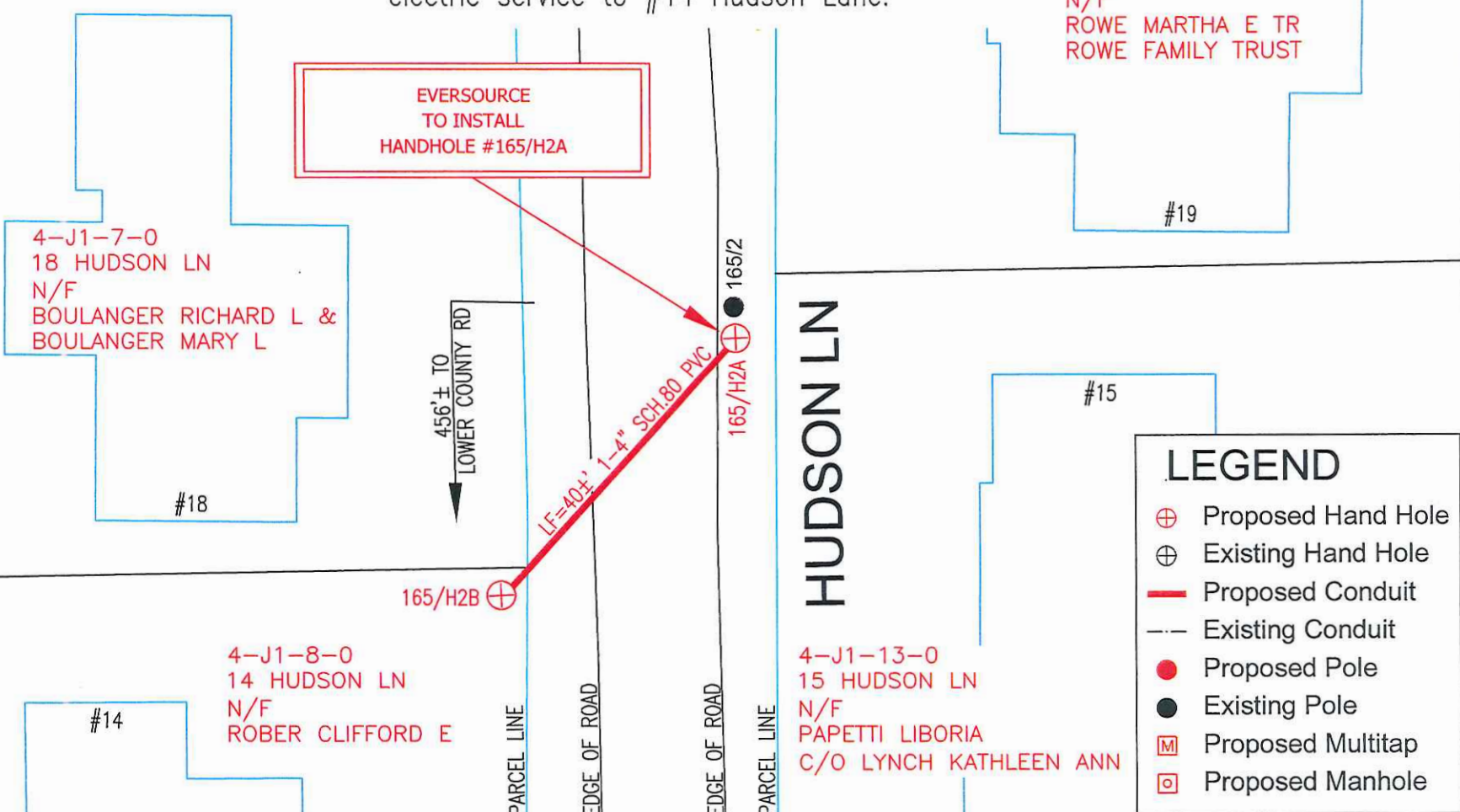
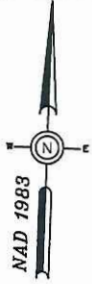
Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to install and maintain underground cables, conduits, and manholes, together with such sustaining and protecting fixtures as it may find necessary, said underground cables, conduits, and manholes to be installed in accordance with the plan files herewith marked Plan No. 2273200 Dated June 13, 2018.

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

By _____

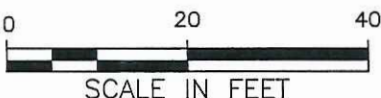

**Right of Way Agent
Jessica S. Elder**

Plan to accompany petition of EVERSOURCE ENERGY
 To install handhole and approximately 40'± of conduit
 along side of public road from P.165/2 to provide
 electric service to #14 Hudson Lane.



LEGEND

- ⊕ Proposed Hand Hole
- ⊗ Existing Hand Hole
- Proposed Conduit
- - - Existing Conduit
- Proposed Pole
- Existing Pole
- Ⓜ Proposed Multitap
- Ⓢ Proposed Manhole



BY YOUR USE OF THE INFORMATION CONTAINED IN THIS MAP, YOU AGREE THAT NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IS GIVEN WITH RESPECT TO THE INFORMATION. NEITHER NSTAR ELECTRIC COMPANY, NSTAR GAS COMPANY NOR ITS PARENTS, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES OR AGENTS (COLLECTIVELY THE "NSTAR ENTITIES") SHALL BE LIABLE FOR ANY LOSS OR INJURY CAUSED IN WHOLE OR IN PART BY USE OF THIS INFORMATION OR IN RELIANCE UPON IT, TO THE MAXIMUM EXTENT ALLOWED BY LAW. YOU AGREE BY YOUR ACCEPTANCE OF THE INFORMATION TO RELEASE, INDEMNIFY AND HOLD THE NSTAR ENTITIES HARMLESS FROM ANY SUCH LOSS OR INJURY.

THE INFORMATION MAY NOT REPRESENT A SURVEY, MAY NOT BE THE MOST COMPLETE AND IS SUBJECT TO CHANGE WITHOUT NOTICE. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION, EITHER EXPRESSED OR IMPLIED, UNAUTHORIZED ATTEMPTS TO MODIFY THE INFORMATION OR USE THE INFORMATION FOR OTHER THAN ITS INTENDED PURPOSES ARE PROHIBITED.

MASS. LAW

REQUIRES 72 HOURS ADVANCE NOTICE TO UTILITY COMPANIES
 BEFORE DIGGING BY ANYONE. CALL DIG-SAFE 1-888-344-7233

Plan #	2273200	NSTAR EVERSOURCE <small>ELECTRIC d/b/a 1185 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125</small>
Ward #		
Work Order #	2273200	Plan of HUDSON LN
Surveyed by:	N/A	HARWICH
Research by:	PG	Showing PROPOSED HANDHOLE & CONDUIT LOCATION
Plotted by:	LM	
Proposed Structures:	LM	
Approved:	A DEBENEDICTIS	Scale 1"=20' Date JUNE 13, 2018
P#		SHEET 1 of 1

TOWN OF HARWICH
NOTICE OF PUBLIC HEARING
August 23, 2018

Pursuant to M.G.L. Ch. 166, § 22, a Public Hearing will be held at **10:00 AM on Thursday, August 23, 2018** in the Harwich Town Hall Library, 732 Main Street, Harwich, MA in reference to the following matter:

A petition by NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY requesting permission to locate underground cables, conduits and manholes, including the necessary sustaining and protecting fixtures, in under, along and across the following public way or ways:

Hudson Lane, Harwich

PROPOSED: To install approximately 40 feet of conduit/cable under the public roadway to provide service to 14 Hudson Lane

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

Christopher Clark
Town Administrator

Cape Cod Chronicle
August 9, 2018

**TOWN OF HARWICH
NOTICE OF PUBLIC HEARING
AUGUST 23, 2018**

Pursuant to M.G.L. Ch. 166, § 22, a Public Hearing will be held at **10:00 AM on Thursday, August 23, 2018** in the Harwich Town Hall Library, 732 Main Street, Harwich, MA in reference to the following matter:

A petition by NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY requesting permission to locate underground cables, conduits and manholes, including the necessary sustaining and protecting fixtures, in under, along and across the following public way or ways:

Hudson Lane, Harwich

PROPOSED: To install approximately 40 feet of conduit/cable under the public roadway to provide service to 14 Hudson Lane

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

Christopher Clark
Town Administrator

The Cape Cod Chronicle
Aug. 9, 2018

Ann Steidel

From: Bill Traverse <btraverse@barnstablecounty.org>
Sent: Thursday, August 23, 2018 3:22 AM
To: Ann Steidel
Subject: FW: County IT: Revised and approved IMA and Exhibits
Attachments: 1-FY19 Intermunicipal Agreement BCIT-Harwich.pdf; 2-FY19 Exhibit_A IT Strategic Assessment BCIT-Harwich.pdf; 3-FY19 Exhibit_B IT Support BCIT-Harwich.pdf

Hi again Ann, here's the original message with attachments. Please let me know if you have any questions, and again I'll be getting back to you on the scheduling shortly.

Bill Traverse
Director, Barnstable County IT
508-744-1244

From: Bill Traverse
Sent: Wednesday, August 15, 2018 10:35 AM
To: Christopher Clark
Subject: County IT: Revised and approved IMA and Exhibits

Hi Chris,

The revised agreement as well as the exhibits covering the IT assessment and ongoing IT support services have been approved. My apologies for the delay—though it was needed to avoid sending things piecemeal. Accompanying this email are the three documents pertinent to providing services that meet 100% of the requirements we previously discussed; please find them attached as indicated below:

Document	Attached filename
1) Base contract:	<i>1-FY19 Intermunicipal Agreement BCIT-Harwich.pdf</i>
2) Assessment services:	<i>2-FY19 Exhibit_A IT Strategic Assessment BCIT-Harwich.pdf</i>
3) Support services:	<i>3-FY19 Exhibit_B IT Support BCIT-Harwich.pdf</i>

Feel free to reach out or put me in touch with anyone else you see fit regarding any change requests—and if there's anything else I can do to assist in moving this along, please don't hesitate to let me know.

If it helps, I could easily take a trip out your way to meet up and review in person.

Thanks in advance!

Bill Traverse
Director, Barnstable County IT
508-744-1244

**INTERMUNICIPAL AGREEMENT
FOR INFORMATION TECHNOLOGY SERVICES BETWEEN BARNSTABLE COUNTY
AND
THE TOWN OF HARWICH**

This Agreement is made and entered into this ___ day of _____, 2018, in accordance with the provisions of Massachusetts General Laws, Chapter 40, section 4A, by and between the County of Barnstable, a Massachusetts governmental unit with a mailing address of 3195 Main Street, Barnstable, Massachusetts (hereinafter referred to as "Barnstable County,,"), and the Town of Harwich, a Massachusetts municipal corporation with a business address of 732 Main Street, Harwich Center, MA 02645 (hereinafter referred to as "Harwich").

PART I RECITALS

WHEREAS, Barnstable County and Harwich have determined that they share a need for information technology services;

WHEREAS, Barnstable County and Harwich have determined that the sharing of the benefits and costs of information technology services would be beneficial to both communities;

WHEREAS, this Agreement shall provide for the terms, conditions and liabilities of the parties with respect to these services, including but not limited to terms of cooperation and obligations of each municipality relative to the cost of the services described herein; and

WHEREAS, each of the parties has been authorized to enter into this Agreement in accordance with G.L. c. 40, §4A, as evidenced by the execution of this Agreement by the Harwich Select Board and the Board of County Commissioners of Barnstable County.

NOW THEREFORE, in consideration of the promises and mutual benefits to be derived by the parties hereto, Barnstable County and Harwich agree as follows:

PART II SCOPE OF SERVICES

Barnstable County IT Department shall provide Harwich with information technology support services and deliverables, as selected and more clearly indicated and described in any applicable Exhibits & Statements of Work for Harwich attached hereto and incorporated herein.

PART III GENERAL PROVISIONS

- A. **Term.** The term of this Agreement shall commence on the Effective Date and, unless sooner terminated in accordance with this Agreement, shall continue for one year thereafter, provided, however, that if the Services have not been completed in accordance with the terms of this Agreement within one year, the term shall be extended month-to-month until the Services have been so completed.
- B. **Services.** Barnstable County will perform the Services as described in this Agreement, including all applicable Exhibits and Statements of Work attached hereto. At Harwich's request, Exhibits shall be supplemented by Barnstable County which supplements shall be as agreed by Harwich, with additional detail regarding the Services, project phases, pricing, the work product to be generated by such Services and provided to Harwich ("Deliverables,,"), personnel designated, delivery dates and acceptance criteria for each Deliverable, and the payment schedule. Unless otherwise agreed in writing, Barnstable County's proposal for the Services ("Statement of Work") is hereby incorporated by reference. If any terms of the Proposal conflict with the other provisions of this Agreement, such other provisions will take precedence.
- C. **Acceptance.** The Deliverables shall be subject to acceptance in writing by Harwich. Unless a different period is specified in Exhibits, Harwich shall have thirty (30) days from receipt of a Deliverable to accept or reject same. Payment shall not be due until Harwich has accepted the applicable Deliverable to which an invoice applies.
- D. **Change Control.** Barnstable County shall not make changes to the scope of the Services, nor perform services for which it will request additional compensation not set forth in this Agreement, without Harwich prior written approval. The parties will follow a mutually-agreed change control process. At a minimum, Barnstable County will document for review by Harwich and approval any oral requests by Harwich personnel that Barnstable County believes will result in a change in the scope of the Services outlined herein.
- E. **Termination.** This Agreement may be terminated by either party by giving written notice to the other party. If the Agreement is terminated by Barnstable County, it shall provide Harwich with written notice and Harwich and Barnstable County shall, within fourteen (14) days of receipt by Harwich of such notice from Barnstable County, jointly agree on a schedule for winding down services provided herein. Said schedule shall allow Harwich at least thirty (30) days to make alternative service arrangements.
- F. **Assignment.** No party shall assign, sublet or otherwise transfer its rights under this Agreement, in whole or in part, without the prior written consent of the other party.

- G. **Modifications.** This Agreement shall not be modified or amended except by a written document by the parties. Unless a provision of this Agreement specifies otherwise, any modifications or amendments shall be executed by the Select Board for Harwich and the Barnstable County Commissioners.
- H. Any employees of Barnstable County performing services pursuant to this Agreement shall not be considered employees of Harwich for any purpose and such employees shall remain employees of the Barnstable County for purposes of employee compensation and benefits, including insurance, liability insurance and workers' compensation insurance. While in transit to, returning from and providing services for Harwich pursuant to this Agreement, employees of Barnstable County shall have the same rights of defense, immunity and indemnification that they would otherwise have under the law if they were acting within the scope of their employment under the direction of Barnstable County. Barnstable County shall be solely responsible for providing to, and maintaining for, each of its employees who provide services pursuant to this Agreement the same indemnification, defense, right to immunity, employee benefits, death benefits, workers' compensation or similar protection and insurance coverage that would be provided to those employees if they were performing similar services in Barnstable County's jurisdiction.
- I. To the extent permitted by law, Barnstable County agrees to defend, indemnify, defend and hold harmless Harwich from any claims, demands, suits or judgments by third parties which may arise out of the negligent activities of Barnstable County or its employees, including travel, while providing services pursuant to this Agreement, and Barnstable County shall maintain appropriate insurance coverage for liability arising from the subject matter of this Agreement. To the extent permitted by law, Harwich agrees to defend, indemnify, defend and hold harmless Barnstable County from any claims, demands, suits or judgments by third parties which may arise out of the negligent activities of Harwich or its employees arising from the performance of Harwich's obligations under this Agreement.
- J. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand, by electronically, or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth herein or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when received by the recipient when delivered by hand or electronically mail, when deposited with the U.S. Postal Service when delivered by mail or, when deposited with the delivery service, if sent by private overnight or other delivery service.
- K. Barnstable County, by and through its Information Technology Department staff shall maintain separate, accurate and comprehensive records of all services performed for each of the parties hereto. Barnstable County shall maintain accurate and comprehensive records of all costs incurred by or on account of its provision of service to Harwich, and all reimbursements and contributions received

from Harwich.

- L. The obligations and conditions set forth in this Agreement may be waived only by a writing signed by the party waiving such obligation or condition. Forbearance or indulgence by a party shall not be construed as a waiver, nor limit the remedies that would otherwise be available to that party under this Agreement or applicable law. No waiver of any breach or default shall constitute or be deemed evidence of a waiver of any subsequent breach or default.
- M. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and all parties hereto submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
- N. The paragraph headings and titles herein are for convenience only, are no part of this Agreement and shall not affect the interpretation of this Agreement.
- O. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
- P. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral.

PART IV PAYMENT FOR SERVICES

- A. Harwich shall compensate Barnstable County for the Services & Deliverables as described on the Statement of Work "attached,, and/or any documents or materials referenced and incorporated as part of this agreement.
- B. The service period shall commence and expire at the dates set forth under this Agreement and may optionally be further constrained as detailed under Part III of this Agreement.
- C. The Fee, service details, or terms may be adjusted by an amendment to this Agreement for any subsequent time periods or portions thereof as may be mutually agreed-to by the parties.
- D. The Fees for services shall be invoiced according to the agreed upon and signed Exhibits and Statements of Work attached hereto according to their Schedule of Values as defined.

IN WITNESS WHEREOF, the parties have caused this instrument to be signed by their individual representatives, whose signatures are hereto affixed.

BARNSTBLE COUNTY
Barnstable County Commissioners:

Date: _____

Barnstable County Administrator:

Date: _____

TOWN OF HARWICH
Harwich Board of Selectmen:

Date: _____



Barnstable County

Regional Government of Cape Cod

William Traverse
Director of Information Technology
wtraverse@barnstablecounty.org
508-744-1244



Information Technology Department

Exhibit A BCIT Statement of Work "IT Assessment and Strategic Plan"

INTERMUNICIPAL AGREEMENT FOR INFORMATION TECHNOLOGY SERVICES BETWEEN BARNSTABLE COUNTY AND THE TOWN OF HARWICH

Executive Summary:

The Town of Harwich seeks to engage Barnstable County IT Department referred to herein as "BCIT", to provide a full and impartial IT Assessment and IT Strategic Plan for Harwich. The process will take place in phases, starting with discovery and information gathering from both technical and non-technical sources and deliver strategic recommendations, based on the requisite services as further defined in this document. The outline of these services and the selection of those chosen by Harwich constitute a statement of work and financial obligation between both parties. The services being offered for this assessment and subject to selection and prioritization by Harwich include but are not limited to the following selected areas:

- I. **Assessment of technical infrastructure and services.**
 - a. **Assessment of IT security, business continuity, and disaster recovery.**
- II. **Assessment of IT budget and fiscal planning.**
- III. **Assessment of IT staffing and responsibilities.**
- IV. **Assessment of business processes and IT organization.**

Statement of Work:

All assessment work will take place in the following phases:

1. Kick-off: Determine priorities and goals, designation of stakeholders.
2. Remote and on-site data gathering.
3. Preliminary review of information with stakeholders.
4. Draft report reviews and revisions.
5. Final report delivered. Target completion (1) month after initial Kick-off meeting.





Barnstable County

Regional Government of Cape Cod

William Traverse
Director of Information Technology
wtraverse@barnstablecounty.org
508-744-1244



Information Technology Department

The following details the scope for the various elements of the IT Assessment. Items may include but not be limited to:

I. Assessment of technical infrastructure and services

Report on the technical landscape of an organization using information gathered on services provided and supported by and through that organization's IT department or division.

- i. Cloud service viability for existing systems and services.
- ii. Network, datacenter, server, and storage infrastructure.
- iii. Data and telecommunication services.
- iv. End-user devices and systems.

a. Assessment of IT security, business continuity, and disaster recovery

Document risk-exposure related to cyber-security threats as well as IT infrastructure outages and recommend plans to mitigate deficiencies.

- i. Attack surface area, penetration testing and resiliency.
- ii. Threat detection and threat analysis capabilities.
- iii. Encryption, patch management and privileged accounts.
- iv. Outage survivability, fault tolerance, backup and recovery

II. Assessment of IT budget and fiscal planning

Provide assessment of IT operating and capital budget, including shadow-IT spending organization-wide, with projections where applicable.

- i. Review and comparison of annual spending.
- ii. Identify IT expenditures outside of IT department.
- iii. Determine per-division/costs and per-employee costs.
- iv. Identify previous IT spending trends and create projections.

III. Assessment of IT staffing and responsibilities

Outline staffing levels, contractor relationships, responsibilities, areas of specialty, and scope of supported services as well as customer expectations and satisfaction.

- i. Review of staffing and structure for all IT-related functions, across all divisions.
- ii. Identify contractual services and roles.
- iii. Identify opportunities through skill specialization.
- iv. User expectations and satisfaction levels.

IV. Assessment of business processes and IT organization

Deliver an assessment highlighting the level to which technology is utilized and controlled throughout the entire organization and make efficiency-driven recommendations.

- i. IT governance: policies, procedures and standards.
- ii. IT procurement, asset lifecycle, project management and support tracking
- iii. Digitalization and integration of legacy business processes.
- iv. Integrations between multiple business processes.

Assessment Report Deliverables:

Deliverable shall be assembled as a written report document and may be presented in any reasonable manner or format selected by Harwich within (2) weeks after completion of data discovery.





Barnstable County

Regional Government of Cape Cod

William Traverser
Director of Information Technology
wtraverse@barnstablecounty.org
508-744-1244



Information Technology Department

Recommendations:

BCIT may require information or access to information in order to satisfy the goals of this engagement as indicated and agreed upon. Failure to provide key elements may limit the viability of the overall assessment. Such key elements required may include but are not limited to:

- Access to certain physical locations or facilities.
- Availability with reasonable notice, of contact points and stakeholders.
- Access to key systems and/or services for data discovery.
- Data delivered by contract points for inaccessible systems.

BCIT Project Manager:

BCIT will assign a project manager to manage and further develop details of the IT Assessment. The plan will be expanded to include more specific tasks, resource schedules, and completion criteria based on objectives set by Harwich. In addition, the project manager will be responsible for:

- Coordinating and tracking resources during the length of the project.
- Leading regularly scheduled status meetings.
- Tracking and communicating the overall progress and completion of the project.

IT Assessment cost to Harwich

\$7,125.00

Satisfies data discovery prerequisite for Service Level Agreement for IT Support: (Y/N):

Y

IN WITNESS WHEREOF, the parties have caused this instrument to be signed by their individual representatives, whose signatures are hereto affixed.

BARNSTABLE COUNTY
Barnstable County Commissioners:

TOWN OF HARWICH
Town Manager:

Date: _____

Barnstable County Administrator:

Date: _____

Date: _____





Barnstable County

Regional Government of Cape Cod

William Traverse
Director of Information Technology
wtraverse@barnstablecounty.org
508-744-1244



Information Technology Department

Exhibit B

BCIT Statement of Work "Network IT Support"

INTERMUNICIPAL AGREEMENT

FOR INFORMATION TECHNOLOGY SERVICES BETWEEN BARNSTABLE COUNTY AND THE TOWN OF HARWICH

Part I Network IT Support:

The Town of Harwich seeks to engage Barnstable County IT Department referred to herein as "BCIT" to provide IT related services as further defined in this agreement. The outline of these services and the selection of those chosen by Harwich constitute the entire agreement and financial obligations between both parties. The IT-related Services being offered by BCIT to Harwich include but are not limited to:

- On-Site IT Support Services
- Remote IT Support Services
- IT Staff Augmentation
- Specialized IT Support Staff Assignment
- Break Fix – IT Support 7X24 Incident Response

BCIT SLA – Service Level Agreement:

Barnstable County IT Department commits to meeting particular standards when providing IT support to our constituents; these standards include:

- 15-minute response for service & support incidents
- Provide estimated time to resolution from trouble & support tickets to critical outages
- On-hand spares for critical network equipment to assure optimum uptime & business continuity
- 4 hour on-site emergency dispatch

BCIT IT Support Prerequisite:

In order for BCIT to properly assume the role of IT Support and meet our Service Level Agreement obligation to Harwich, we will require data collection on each area of the IT Network Infrastructures we are chartered to support. If the data collection presented by Harwich is determined to be insufficient, an IT network discovery may be necessary as further described in this document.

BCIT Service & Support Offering

BCIT Support is tracked and monitored through our automated Support Ticketing System, Harwich will be provided with credentials to access our ticketing system that will allow them 24 hour access to our support desk. All support requests are logged and escalations are based on the critical nature of the service requests as defined below.

All support and service requests initiated by Harwich must follow the procedures outlined in their IT Support Welcome Kit that will be distributed electronically to assure proper handling and assignment.





Barnstable County

Regional Government of Cape Cod

William Traverse
 Director of Information Technology
 wtraverse@barnstablecounty.org
 508-744-1244



Information Technology Department

Harwich will be given the opportunity to include the contact names and titles of personnel within their entity that can initiate service request or support tickets. BCIT shall not be bound to drive SLA or event escalations for service or support requests that have not been properly entered into the support portal by Harwich.

Ticket and corresponding support requests are date and time stamped and will be properly assigned and tracked through resolution and closure. Harwich will be provided a detailed report of all IT support tickets and time entries monthly. Billing for IT support as requested by Harwich will accompany these reports and are billed monthly unless otherwise arranged. If the allowance of IT support hours become exhausted, BCIT will initiate the change order process issued to Harwich to accommodate further IT support funding.

BCIT Resolution Path for Maintenance and Support Issues

Error Severity	*Initial Response Goal	Activity	Resolution Method
Critical (24/7 Support)	15 Minutes	continuous effort	patch/work around
High	1 hours	continuous during business hours	patch/work around
Medium	4 business hours	business hours	patch as required
Low	48 business hours	as required	as needed

Service Level Error/Trouble Classification:

Critical	High	Medium	Low
Means a catastrophic error within the entities environment under areas covered in SLA which causes a complete (100%) loss of service. Example:	Means a non-catastrophic Error within the entities environment under areas covered in SLA that causes significant degradation of	means a non-catastrophic Error within the entities environment under areas covered in SLA that: (i) has an impact on operational but not considered to significantly impact overall delivery of services or	Means an Error within the entities environment under areas covered in SLA that: (i) has minimal current impact on the user; and (ii) causes a malfunction of





Barnstable County

Regional Government of Cape Cod

William Traverse
Director of Information Technology
wtraverse@barnstablecounty.org
508-744-1244



Information Technology Department

Production Servers are completely down.	business functionality or customer access (50%+ loss of functionality).	performance, and (ii) causes less than 50% percent degradation of performance. Example: Multiple users encountering problems	a non-essential product feature.
---	---	--	----------------------------------

IT Support Engagement Check List:

Sufficient Network IT Data Collection Provided in support of the SLA being requested? Y/N N

IT Network Discovery & Report Required? Y/N Y If selected Yes, the below deliverable is applicable.

BCIT IT Network Discovery:

BCIT, working in concert with Harwich, will provide remote and on-site network discovery session to provide required insight into to Harwich 's Network Infrastructures and related supporting equipment to allow us to properly build our internal support processes to meet your IT support needs.

The deliverable of our IT Network Discovery to Harwich will be a valuable asset and used as a steering guide in evaluating and finalizing the type and level of services Harwich wishes to engage BCIT.

Upon completion of the IT Discovery, BCIT will provide an overall report of our findings presented to Harwich in a logical format. Any recommendations made by BCIT based on factual collected data shall be based solely on the collected information without bias towards or against any manufacturer, vendor or entity. It shall be the responsibility and sole decision of Harwich whether such recommendations are acted upon or implemented. In instances where a pertinent code violation, deviation from or non-compliance with industry standards or regulations, BCIT shall identify such infractions in our report.

Areas of the assessment found to be "Non-Compliant" in allowing BCIT to meet our Service Level Agreement for Harwich will be clearly called out with definitions on where and why we are unable to take on such responsibilities. These Non-Compliant instances may include but not be limited to:

- Pre-existing network security concerns
- Insufficient or inadequate back-up strategy or restore capabilities
- Inadequate internet access capabilities
- Insufficient network transport resiliency
- Insufficient data or information gathered during discovery process

The costs for the IT Discovery will be billed hourly based on the agreed upon rate described below.

IT Support Costs:

www.barnstablecounty.org/it

Page 3 of 4





Barnstable County

Regional Government of Cape Cod

William Traverse
Director of Information Technology
wtraverse@barnstablecounty.org
508-744-1244



Information Technology Department

The Town of Harwich requests IT on-site support at varying amounts weekly, at billable rate of \$95.00 per normal business hour.

Total Annual Allowance IT On-Site Support Hours Total Deliverable:

BCIT IT Network Discovery Costs:

Data Collection & Reporting of Findings (Exhibit A, Item I, & I.a)

Covered under Exhibit A as IT Assessment engagement? Y/N

Hours Allowance Billable Rate Total Deliverable

Total Costs:

IT Support and Assessment/Discovery: (Assessment paid for separately)

IN WITNESS WHEREOF, the parties have caused this instrument to be signed by their individual representatives, whose signatures are hereto affixed.

BARNSTABLE COUNTY
Barnstable County Commissioners:

Date: _____

Barnstable County Administrator:

Date: _____

TOWN OF HARWICH
Town Manager

Date: _____



Sandy Robinson

To: John Stewart
Subject: RE: Selectmen

From: John Stewart [mailto:john@harwichha.org]

Sent: Friday, August 31, 2018 8:57 AM

To: Sandy Robinson <srobinson@town.harwich.ma.us>; Ann Steidel <asteidel@town.harwich.ma.us>

Subject: Selectmen

Good morning, I am hoping to refinance my Deed Restricted house and I need permission from the Selectmen to do so. I have attached a letter to the Selectmen and a copy of the Deed Restriction. If you could get me on the next Agenda I would appreciate it. **(the closing is on the 14th)**.

Thanks, John

John Stewart
Executive Director
Harwich Housing Authority

email: john@harwichha.org

Phone: 508-945-0478

Fax: 508-945-5666

Board of Selectmen
Town of Harwich
732 Main Street
Harwich, MA. 02645

8/31/18

To the Board of Selectmen,

We own one of the Affordable homes built on Driftwood Lane and are hoping to refinance for a lower interest rate. The Deed Rider for our home (page 7, Item 4a) requires your permission in order for us to refinance our mortgage. Our current rate is 7.8% our new rate would be 4.875% which would save us about \$200.00 a month. We are asking for your permission to refinance the current balance.

Thank you,
John and Joanne Stewart
16 Driftwood Lane
Harwich, MA. 02645

12715

QUITCLAIM DEED

THE TOWN OF HARWICH, a Municipal Corporation situate in the County of Barnstable, Commonwealth of Massachusetts, mailing address 732 Main Street, Harwich, Massachusetts 02645, in consideration of ONE DOLLAR (\$1.00) and the covenants, agreements and restrictions referred to herein, grant to JOHN E. STEWART and JOANNE C. STEWART of 17 Bay Road, Harwich (East), Barnstable County, Massachusetts 02645 as HARWICH INC. AS TRUSTEE OF THE _____ with QUITCLAIM COVENANTS, a certain parcel of land situate in Harwich (East), Barnstable County, Massachusetts, described as follows:

Lot 1 as shown on a plan entitled "Plan of Proposed Land Acquisition, East Harwich, Mass., date 3/30/90, Scale: 1" = 60', Harwich Engineering Department, Town of Harwich ", which plan is recorded at the Barnstable County Registry of Deeds in Plan Book 477, Page 98, as said plan is corrected by instrument recorded at the Barnstable County Registry of Deeds in Book 7435, Page 082.

Meaning and intending to convey the land as shown on said plan however bounded and described.

Said land is conveyed subject to the covenants, agreements and restrictions set forth in the Deed Rider attached hereto and made a part hereof.

For title see Order of Taking dated the 20th day of November, 1990, recorded at the Barnstable County Registry of Deeds in Book 7367, Page 169.

For authority see Vote of the Inhabitants of the Town of Harwich under Article 64 of the May 1990 Town Meeting Warrant.

IN WITNESS whereof the TOWN OF HARWICH has caused these presents to be executed and acknowledged in its name and behalf and its corporate seal to be hereunto affixed by its duly elected

Board of Selectmen hereunto duly authorized this 19th day of
March , 1991.

TOWN OF HARWICH
BOARD OF SELECTMEN

Sandra B. Daniels
SANDRA B. DANIELS

SHIRLEY A. GOMES

Robert L. Ruggles
ROBERT L. RUGGLES

Allin P. Thompson, Jr.
ALLIN P. THOMPSON, JR.

Charles W. Schneiderhan
CHARLES W. SCHNEIDERHAN

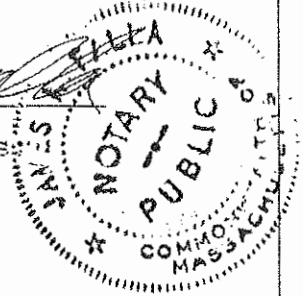
COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

March 19 , 1991

Then personally appeared the above named SANDRA B. DANIELS,
Chairman of the Town of Harwich Board of Selectmen, and
acknowledged the foregoing instrument to be the free act and deed
of the Town of Harwich, before me

James M. Falla
Notary Public
My commission expires
7/27/95



DEED RIDER

This Rider is attached to and made a part of a certain deed from the TOWN OF HARWICH (Grantor), a Municipal Corporation situate in the County of Barnstable, Commonwealth of Massachusetts, mailing address 732 Main Street, Harwich, Massachusetts 02645, to JOHN E. STEWART and JOANNE C. STEWART (Grantee) of 17 Bay Road, Harwich (East), Barnstable County, Massachusetts 02645 dated March 19, 1991.

WITNESSETH

WHEREAS the TOWN OF HARWICH recognizes that there exists in the community a shortage of affordable housing; and,

WHEREAS there has been formed in the community, the Harwich Community Development Corporation (HCDC) for the purpose of developing and expanding home ownership opportunities for eligible purchasers; and,

WHEREAS for the purpose of contributing to the development of affordable housing, the inhabitants of the town by Vote pursuant to Article 64 of the May 1990 Town Meeting Warrant have authorized the Selectmen to convey certain town-owned land on the west side of Driftwood Lane in said town for the purpose of developing thereon affordable housing units; and,

WHEREAS the Selectmen have determined that said housing can best be developed through the HCDC; and

WHEREAS the HCDC has designated eligible purchasers for a total of three units to be built upon said land

under the supervision of said HCDC; and

WHEREAS the land described in the deed is being conveyed for nominal consideration and upon completion of the dwelling unit thereon, the fair cash value of said land will represent thirty-five percent (35%) of the total value of the property (the "Discount Rate"); and

WHEREAS the parties hereto intend that, to the extent possible, the property will continue to be part of the affordable housing resources of the community;

NOW THEREFORE as further consideration from the Grantee to the Grantor for conveyance of said property, the Grantees for themselves, their heirs, successors and assigns, hereby agree that the property shall be subject to the following covenants, agreements and restrictions which are hereby imposed for the benefit of the Town of Harwich, and shall be administered and enforced by its duly elected Board of Selectmen (the Board);

1. *Right of First Refusal:*

Grantor shall have a right of first refusal in the property to be exercised as follows:

(a) When the Grantee or any successor in title to the Grantee shall desire to sell, dispose of or otherwise convey the property, or any portion thereof, the Grantee shall notify the Board in writing of the Grantee's intention to so convey. The Notice shall be accompanied by an appraisal of the property prepared by a real estate appraiser acceptable to the Board and qualified to appraise property for secondary mortgage markets and

standards in Massachusetts. The appraisal shall set forth the fair market value of the property, the Discount Rate and the Maximum Resale Price of the property obtained by applying said rate to the fair market value. Within thirty (30) days of the Board's receipt of the notice and appraisal, the Board shall notify the Grantee in writing as to whether the Board shall exercise its right of first refusal to purchase the property and/or is proceeding to locate an eligible purchaser of the property. For the purposes of this Rider, an "eligible purchaser" shall mean a purchaser who satisfies the criteria set by the Board in effect at the time the Board locates such purchaser, and who is ready and willing and able to purchase the property. The term "eligible purchaser" shall also include, the Harwich Housing Authority, or a duly organized community development corporation.

(b) In the event the Board in or within said thirty (30) day period notifies the Grantee that the Board does not intend to exercise its right of first refusal and/or proceed to locate an eligible purchaser, or if the Board fails to notify the Grantee, said Grantee may, in or within six (6) months from the end of said thirty (30) day period convey the property to any third party for not less than the fair market value thereof as determined by said appraisal free of all restrictions set forth herein, provided, however, all consideration and payments of any kind due or payable to the Grantee for the conveyance of the property to the third party which exceeds the Maximum Resale Price shall be paid directly to

the Board by the third party at the closing. Provided, however, if said property has been sold for a price greater than the fair market value thereof as established by the appraisal, the "Discount Rate" will be applied to the actual sale price to determine the Grantee's share of the sale proceeds. Upon receipt of this excess amount, the Board shall issue to the third party the certificate as provided in paragraph 3 (b) below.

(c) In the event the Board, within said thirty (30) day period, notifies the Grantee of the Board's intention to exercise the Board's right of first refusal and/or locate an eligible purchaser, the Board or an eligible purchaser designated by the Board may, within ninety (90) days of the date of the Board's notice to the Grantee, purchase the property subject to the terms and restrictions herein contained and at the Maximum Resale Price.

(d) If the Board, or an eligible purchaser designated by the Board fails through no fault of Grantee to take title and pay the consideration within said ninety (90) day period, the Grantee may, in or within six (6) months from the end of said ninety (90) day period, convey the property to any third party for not less than the fair market value thereof as determined by said appraisal free and clear of all restrictions contained herein. Provided, however, all consideration and payments of any kind received by the Grantee for the conveyance of the property to the third party which exceeds the Maximum Resale Price shall be immediately and directly paid to the Board at the closing. Provided,

however, if said property has been sold for a price greater than the fair market value thereof as established by the appraisal, the Discount Rate will be applied to the actual sale price to determine the Grantee's share of the sale proceeds. Upon receipt of this excess amount, the Board shall issue to the third party the certificate as set forth in paragraph 3 (b) below.

2. *Leases and Other Tenancies:*

(a) The parties hereto acknowledge that the principal purpose and intent of Grantor in making this conveyance is to contribute to home ownership opportunities by providing land upon which to construct a dwelling which will be used and occupied by the Grantee as their only residence.

(b) Notwithstanding the foregoing, a Grantee who wishes to lease, rent or enter into a similar tenancy agreement covering the property or otherwise intends to discontinue their use and occupation thereof may so notify the Board pursuant to the same procedure set forth in paragraph 1 (a) provided however the notice shall state in detail the proposed disposition of the property and the reasons therefor, and the appraisal shall, in addition to the information required by said paragraph 1 (a) state the fair rental value of the property.

(c) After said notice is given, the Board shall have the right to purchase the property or designate an eligible purchaser therefor in accordance with the procedures set forth in paragraphs 1 (a) (b) (c) and (d).

(d) As an alternative to purchasing the property, the Board may in accordance with the same procedure designate an eligible tenant for the premises. The rent to be paid shall be equal to the fair rental value as determined by the appraisal less the Discount Rate. The Discount Rate shall be an amount equal to thirty-five percent (35%) of the fair rental value. If the rental so determined would be less than the Grantee's reasonable expenses in connection with the property, Grantee may negotiate a fair rental with the Board and failing agreement, may withdraw the notice.

(e) If the Board elects not to purchase or find an eligible purchaser or tenant, the Grantee may proceed to rent the property for no less than the fair rental value thereof. As part of the rental agreement, the Grantee shall pay to the Board all rent in excess of the discounted fair rental value of the property unless the Board has agreed to accept a lesser amount in consideration of the Grantee's costs in connection with the premises.

3. *Resale and Transfer Restrictions:*

(a) Except as otherwise stated herein, the property or any interest therein shall not at any time be sold, transferred or conveyed by the Grantee, the Grantee's successors and assigns, and no attempted sale or conveyance shall be valid unless in compliance with the terms hereof.

(b) No conveyance, sale or transfer of the property shall be valid and be deemed in accordance with

the terms of this Rider unless a certificate is obtained and recorded at the Registry of Deeds in Barnstable, signed and acknowledged by the Board which refers to the property, the Grantee thereof, the purchaser or transferee thereof, and the price paid therefor, and states either that: (i) the proposed conveyance, sale or transfer of the property to the purchaser is in compliance with the restrictions contained in this Rider; or (ii) the Board waives the right to enforce the restrictions set forth herein or any of them in connection with the proposed conveyance, sale or transfer. Said certificate when recorded shall be conclusive evidence of the facts set forth therein.

4. *Rights of Mortgagees:*

(a) The property herein conveyed shall not be mortgaged or otherwise pledged as security for any debt or obligations other than the original purchase money or construction loan which will be used to finance construction of the dwelling unit unless prior written approval so to do is obtained from the Board which prior written approval will be recorded at the Barnstable County Registry of Deeds as a condition precedent to the validity of any additional debt security. A separate approval must be obtained for each additional mortgage or other security to be placed on the property.

(b) The restrictions, agreements and covenants herein contained including the right of first refusal set forth in paragraph 1 shall not operate to prevent or delay mortgagee from exercising its foreclosure rights and

remedies pursuant to a valid mortgage. Notwithstanding anything herein to the contrary, if the holder (other than the Grantor or its designee) of record of a first mortgage granted to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender or its successors or assigns shall acquire the property by reason of foreclosure or similar remedial action under the provisions of such mortgage, the restrictions and covenants herein contained shall not apply to such holder upon such acquisition of the property, any purchaser (other than the Grantor or its designee) of the property at a foreclosure sale conducted by such holder, or any purchaser (other than the Grantor or its designee) of the property from such holder, and such property shall thereupon and thereafter be free from all such restrictions. Notwithstanding the foregoing, if the Grantee intends to give a mortgagee a deed in lieu of foreclosure, the Grantor shall have its first refusal rights as specified herein. Further, any mortgagee of the property shall in connection with any foreclosure proceeding give notice to the Board of said proceedings as if the Board were a party thereto.

(c) In the event such holder, the Grantor and the Grantor's designee conducts a foreclosure or other proceeding enforcing its rights under such mortgage and the property is sold for a price in excess of the greater of (i) the sum of the outstanding principal balance of the note secured by such mortgage plus all future advances,

accrued interest and all reasonable costs and expenses which the holder is entitled to recover pursuant to the terms of the mortgage and (ii) the Maximum Resale Price applicable on the date of the sale, such excess shall be paid to the Grantor or its designee in consideration of the loss of the value and benefit of the restrictions and covenants herein contained held by the Grantor and released by the Grantor pursuant to this paragraph in connection with such proceeding (provided, that in the event that such excess shall be so paid to the Grantor or its designee by such holder, the Grantor shall thereafter indemnify such holder against loss or damage to such holder resulting from any claim made by the maker of such mortgage to the extent that such claim is based upon payment of such excess by such holder to the Grantor or its designee in accordance herewith, provided that such holder shall give the Grantor prompt notice of any such claim and shall not object to intervention by the Grantor in any proceeding relating thereto). To the extent the Grantee possesses any interest in any amounts payable to the Grantor under this paragraph, to the fullest extent permissible by law, the Grantee hereby assigns its interest in such amount to said holder for payment to the Grantor.

5. *Abandonment:*

If the property herein conveyed should be abandoned and unoccupied for a period of six (6) months, the Grantor shall have the right to commence an action in a court of competent jurisdiction seeking a reconveyance to the Grantor of the land together with all improvements

thereon. During the pendency of any such action or at any time upon notification by a mortgage holder that the mortgage is in default, the Grantor at its option and subject to appropriation may make the required mortgage payments on said property. Any amounts advanced shall be come a lien on said property collectable upon the sale thereof.

6. *Improvements:*

After construction of the dwelling house to be erected on the property herein conveyed, no additions, renovations or improvements shall be made thereto without the prior written approval of the Board. Nothing herein contained shall be construed to prevent the Grantee from doing all required maintenance and repair to the premises.

7. *Casualty Loss:*

(a) If the building is damaged or destroyed by fire or other casualty, any insurance proceeds payable as a result thereof shall be used to restore the premises to its former condition.

(b) If at any time after such loss the property is sold pursuant hereto, the reasonable cost of repairing any unrepaired casualty damage will be deducted at closing from the proceeds that would otherwise be due the Grantee.

8. *Covenants to Run With the Property:*

(a) The Grantor and the Grantee, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grant and assign to the Board, the Board's agents, successors, designees and assigns the right of first refusal set forth herein, and the right to enforce the restrictions set forth in this

Rider. The Grantor and the Grantee hereby grant to the Board the right to enter upon the premises for the purpose of enforcing the restrictions herein contained, or of taking all actions with respect to the premises which the Board may determine to be necessary or appropriate, with or without court order, to prevent, remedy or abate any violation of the restrictions. The rights hereby granted to the Board shall be in addition to and not in limitation of any other rights and remedies available to the Grantor or the Board for enforcement of the restrictions set forth in this Rider. It is intended and agreed that the agreements, covenants and restrictions set forth above shall be deemed to be covenants running with the property and shall be binding upon and enforceable against the Grantee, the Grantee's successors and assigns and any party holding title to the property, for the benefit of and enforceable by the Board, the Board's agents, successors, designees and assigns for a period of forty (40) years from the date of the recording of this Deed and Rider.

(b) Without limitation on any other rights or remedies of the Grantor and Board, their successors and assigns, any sale or other transfer or conveyance of the property in violation of the provisions of this Rider in the absence of a certificate from the Board approving such sale, transfer or conveyance as provided hereinabove or waiving the restrictions set forth herein, shall, to the maximum extent permitted by law, be voidable by the Board or its successors or assigns by suit in equity to enforce such restrictions.

9. *Notice:*

Any notices, demands or requests that may be given under this Rider shall be sufficiently served if given in writing and by hand delivered or posted in the United State mail by certified mail, addressed to the Grantor and Grantee at the addresses written above, or such other addresses as may be specified by either party by written notice.

10. *Further Assurances:*

The Grantee agrees from time to time, as may be reasonably required by the Board, to furnish the Board a written statement, signed and, if requested, acknowledged, setting forth the condition and occupancy of the property, information concerning the resale of the property and all other information pertaining to the property.

11. *Waiver:*

Nothing contained herein shall limit the rights of the Board to release or waive, from time to time, in whole or in part, any of the restrictions contained herein with respect to the property.

12. *Severability:*

If any provisions hereof or the application thereof to any person or circumstance shall come, to any extent, to be invalid or unenforceable, the remainder hereof, or the application of such provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and enforced to the fullest extent permitted by law and to the fullest extent permitted by the Rule Against Perpetuities.

fullest extent permitted by the Rule Against Perpetuities.

Executed as a sealed instrument this 19th day
of March, 1991.

Grantor:

Town of Harwich
Board of Selectmen by:


SANDRA B. DANIELS

SHIRLEY A. GOMES


ROBERT L. RUGGLES


ALLIN P. THOMPSON, JR.


CHARLES W. SCHNEIDERHAN

Grantee:



JOHN E. STEWART


JOANNE C. STEWART



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

Memo

To: Board of Selectmen
From: John C. Rendon, Harbormaster 
Date: September 5, 2018
Subject: Winter Boat Storage

At a public hearing on November 28, 2016 the Board of Selectmen approved a request for the Harbormaster Department to offer winter boat storage service at Saquatucket Harbor. The following year, based upon expressed sentiment from a commercial provider at the May 2017 Annual Town Meeting, the winter storage policy outlined in the Harbor Management Plan was revoked by the Board of Selectmen.

As evident from the letters attached as enclosure (1) from boaters with permitted slips at Saquatucket Harbor, there is still a real need for available boat storage at Saquatucket Municipal Marina for larger deep draft boats. These larger boats have tall superstructures or masts that make it impossible to transport over the road. Having the ability to haul the boat out at the Saquatucket Harbor boat ramp using a local commercial hauler and then store in the west side parking lot would greatly benefit the boater. The town would offer storage service only, and any minor work such as preventative maintenance, winterizing, shrink wrap, etc would be done by owner or local commercial providers.

Similar to the policy that was approved in November 2016, I recommend that the period for landside boat storage run from November 1 through May 15 annually at a cost of \$22 per foot.

Enclosure: (1) Paul Duffy & Ted Baylis emails dtd Aug 17 & Aug 28 respectively

Copy: (1) Town Administrator
(2) Waterways Committee

John Rendon

From: Ted Baylis <tedbaylis@outlook.com>
Sent: Wednesday, August 29, 2018 12:26 PM
To: Julie Kavanagh; Michael D. MacAskill; Larry Ballantine; Don Howell
Cc: Paul Duffy; John Rendon
Subject: FW: Message to the BoS re: winter storage at SAQ

Hello Board Members,

Paul Duffy has made me aware of his conversations with you and has kindly forwarded his recent email to me. I am also a slip holder at SAQ and have been a Harwich resident since 1996. I have had the same experiences that Paul has with the local boatyards not being able to accommodate my boat and actually have had to keep it in Mattapoisett many winters. I agree with all of Paul's points below and I'd like to add that the argument that the Town should not compete with local businesses doesn't apply in this case because there really aren't any local businesses that can handle larger, deep draft vessels – especially those with large masts. In reality, the opposite is true. If storage was permitted at SAQ it would increase work for the local businesses because those boats would need service work to be done that is currently being done by businesses in other areas. In essence, it would expand their market rather than reduce it.

I think everyone is thrilled with the renovations to the harbor and we thank you for your time & effort to guide those projects. I hope that you will now consider making it more of a year round facility by granting its use for off season activities like storage.

Thank you as well for your attention and your service to the town.

Sincerely

Ted Baylis

----- Forwarded Message -----

Subject: Winter vessel storage at Saquatucket
Date: Fri, 17 Aug 2018 13:29:27 -0400
From: Paul Duffy <pbduffy@outlook.com>
Reply-To: pbduffy@twingline.com
To: Julie Kavanagh <jkavanagh@townofharwich.us>, mmacaskill@townofharwich.us, lballantine@townofharwich.us, dhowell@townofharwich.us

Greetings Board Members

I'm a Harwich property owner and 20 year slip tenant at SAQ. First, let me thank you all for your service to the Town.

This is a follow-up to my 2017 exchange with member Kavanagh. I am going wider this year to the entire Board. Please forward to Mr. McManus ... his email contact is not available from the Town web site.

I am writing to ask that the Harbormaster be allowed to provide winter boat storage at SAQ. I understand that previous Town permission to store boats was rescinded after a complaint from an in-town marina service provider, and the modest budget items to accommodate such storage were removed from the SAQ land-side plan (power-wash catch basin, power line bury, etc.).

For vessels with deep drafts or tall structures (sailboat masts etc) ... there is no provider in town that can accommodate these vessels. I have twice confirmed this point with the in-town yard operators. All have issues with:

- ability to haul deep draft boats.
- commissioning masts beyond a certain height.
- unwilling or unable to allow owner access to the boat once hauled.
- space available to store sailboats mast up.

These vessels would very easily be hauled up the SAQ ramp and stored in the SAQ lots.

The inability to store at SAQ is a source of deep frustration for many of the slip tenants. Instead of storing at SAQ, we are either annually dealing with the extra expense, hazard, and wear/tear of pulling masts and porting offsite, or transiting to Sesuit, Sandwich, Red Brook Harbor, etc. to give them the storage business. We would much rather provide that revenue to the town. Instead, the SAQ lots remain largely vacant in the winter.

I estimate there are 30-50 potential customers for mast up storage in Harwich and Chatham alone. I already have supporting statements from 10 of them.

Thank you for considering these points, and again thank you for your service. Happy to discuss these matters further if you'd like to follow up.

Cheers

Paul Duffy



260 West Exchange Street, Suite 300
Providence, Rhode Island 02903
tel: 401 751-5360
fax: 401 274-2173



Harwich Sewer Collection System – Phase 2 Progress Report No. 14

Services from July 15, 2018 to August 11, 2018

- CDM Smith costs incurred during this period are \$69,038.35
- Previously, CDM Smith invoiced the Town \$643,969.64
- This invoice (No. 14) will bring the total invoiced amount up \$713,007.99
- The total contract amount is \$2,020,000 per the agreement dated June 2, 2017
- Contract balance remaining is \$1,306,992.01

CDM Smith Activities During This Reporting Period

1. Continued development and refinement of detailed design drawings including sewer profiles for the Phase 2 collection system.
2. Prepared for and attended coordination meeting with Harwich and Chatham representatives on August 9, 2018.
3. Continued coordination of geotechnical drilling program with Town and drilling subcontractor (New England Boring Contractors, Inc.). Drilling commenced on July 31, 2018. CDM Smith providing part-time inspection during drilling program.
4. Continued identification of potential easements for pumping stations and pipelines and layout of pumping station sites. Performed site visit with Town officials to four of the six proposed pumping station sites.
5. Began preparation of the Department of Environmental Protection State Revolving Fund (SRF) application.

Work Planned During Next Invoice Period

1. Continue development of design drawings of pipelines and pumping stations.
2. Continue coordination/oversight of geotechnical drilling program.
3. Prepare letter to utility companies providing information on Phase 2 and the sewer program.
4. Conduct monthly Progress Meeting with the Town.
5. Prepare for and attend meeting with Harwich and Chatham representatives on September 6, 2018.



September 2018

REPORT OF AUGUST PROGRAM ACTIVITY:

- **Outreach**
 - Assisted clients in their homes, over the telephone, and in the office providing counseling regarding behavioral health issues, financial resources for critical living expenses, crisis intervention, dementia and Alzheimer's Disease, housing consultations, transportation needs, care planning, and more

- **Programs & Activities**
 - Fitness programs and nutrition programs continue to be most widely attended programs
 - Transportation planning regarding ride scheduling, emergency kits, and new vehicle continued
 - Town Nurse client activity has been extremely busy
 - Plans for September/October programs finalized

STATISTICAL REPORT FOR AUGUST:

	August Units of Service	August Undup. # Individ. Served
Classes/Workshops	36	22
Health Screenings	60	34
Health/Fitness	250	71
Nutrition	449	213
Off Site Excursions (<i>Sailing</i>)	10	10
Public Services (<i>Legal, SHINE, SS</i>)	18	17
Rec/Entertainment	53	31
Socializing	41	30
Special Events	0	0
Special Groups (<i>Dementia Caregiving</i>)	8	6
Social Services*	32	22
Volunteer Medical Rides	66	16

**Social Services provided included help with behavioral health, care planning, crisis intervention, dementia/Alzheimer's, family consultation, fuel assistance, homecare information and referral, housing consultation, community resource information and referral, etc.*

Average August COA Daily Attendance: 39
August Volunteer Hours: 338
August Notes: 57% of those served were over the age of 75
91% of those served were from Harwich

ADMINISTRATIVE PROGRESS REPORT FOR AUGUST:

- **Misc.**
 - Newsletter printing quotes obtained and new printer, Curley Direct, selected for FY19.
 - September/October newsletter printed late due to need to comply with new directives regarding contract for printing. Town Administration required we utilize formal contracting process for the annual expense of \$5,748.
 - All new furnishings have been installed in lobby “lingering area” and in the small COA conference room, a culmination of months of work to create a more welcoming and comfortable area for COA guests. Glass tops have been ordered for the tables to protect them. Funding has also been requested from the Friends to support a subscription service to provide updated periodicals so people have interesting reading materials while sitting in the lobby area.
 - New Social Service Coordinator met with Kevin Grunwald twice for training and continues to receive training for essential job functions. In addition, a network “mentor” has been established for her and she met with her for training and to conduct client visits.
 - Conducted performance appraisal for Exec. Asst.
 - New leased vehicle from CCRTA has arrived and is being used by drivers. Full graphics for the vehicle will be completed in coming weeks which is being coordinated by Kyle in DPW, who is responsible for fleet maintenance. He has been extremely helpful in getting vehicle road ready.
 - Discussed future capital needs of COA with Community Center Director which include new stove and convection oven for kitchen, as well as updated office telephones. The next equipment scheduled for replacement in the kitchen is the dishwasher. Since the stove needs are a priority due to program growth and the size of several monthly groups having meals, the COA has allocated some grant funds for kitchen equipment and plans to request additional funding from the Friends to try and make the kitchen equipment purchase possible in FY19.
 - Attended monthly meeting of Friends of Harwich COA.
 - Rick Anderson has trained with another COA in anticipation of expanded responsibilities for coordinating transportation.
 - Social Security System electronic equipment has been updated and COA staff met with SSA representatives.
 - Director conducted crisis intervention, home visits and office consultations with clients in absence of Social Service Coordinator until August 20th.
 - Completed FY18 yearend state report.
 - Continue to coordinate transition planning with COA staff, COA Board, and Town Administrator for departure of Director on September 14th.

Respectfully submitted,
Judi Wilson

DPW Activity for period of August 1, 2018 through August 31, 2018

Highway Maintenance

- Received 66 new work orders and completed 59
- Beach cleaning 5 days per week
- Trash pick up 7 days per week, twice per day on Fridays, Saturdays and Sundays
- 16 days catch basin digging
- 5 days roadside mowing
- 2 days hot mixing
- 16 days street sweeping
- 3 days catch basin repairs
- 4 days tree work with contracted bucket truck
- Installed drainage on Cahoon Road and Doane Road
- Installed 17 systems at miscellaneous locations
- Had crosswalks in Harwich Port and Harwich Center re-painted
- Had the parking spaces in Harwich Center re-painted
- 52 stop bars re-painted at various locations
- Worked with County Purchasing on cancelling a contract with Rochester Bituminous due to poor performance in two other towns
- Begin road preparation for paving first week in October
- Continued coordinating with RH White and National Grid

Vehicle Maintenance

- Performed routine maintenance on 11 Town vehicles and equipment
- Performed 115 repairs on vehicles, small and heavy equipment
- Spring repair on 2 construction and demolition trailers

Cemetery Maintenance

- Mowed Cemeteries in rotation as necessary
- Mowed memorial squares as necessary
- Mowed Town buildings and parks in rotation as necessary
- Pruned hedges at Brooks Academy and Exchange Park
- Marked out and cleaned up burial lots as necessary

Parks Maintenance

- Mowed and prepped 7 ball fields for games as needed
- Mowed and weedwacked parks as needed
- New irrigation system installed at Whitehouse Field
- Prepared fields for a softball tournament
- Diagnosed and repaired irrigation systems after a lighting strike
- Surveyed and marked trees around town for removal

Facility Maintenance

- Received 91 new work orders and completed 74 work orders from back log
- Work continues on the Brooks Free Library restoration project - staging and barrier fence in place - approximately 40% of the paint has been removed
- Completed the account identification required for the Green Community submission
- Installed a dedicated circuit to provide power for the Town Hall Hybrid vehicle
- Pressure washed the exterior of the Community Center, Public Safety and Brooks Park restroom
- Installed A/C for the Hot Stove kitchen at Cranberry Valley
- Began replacing toilets in the Town Hall which have outlived their ability to work correctly

Disposal Area

- C&D: 57 loads, 1,027.90 tons
- MSW: 67 loads, 1,574.72 tons
- Recycling: 34 loads, 161.88 tons
- Vehicles Recorded: 36,810
- Revenue: \$259,677.95

Reception

- Telephone calls: 267
- Walk ins: 55
- Work orders: 145



Harwich Fire Department



Fire Suppression

Prevention

Emergency Services

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

David J. LeBlanc, **Deputy Fire Chief**

Fire Prevention – Inspections August 5 - September 1

Inspection Type	
Resale	29
Annual	12
Final	4
Lockbox	5
Liquid Propane	2
Oil Burner	1
Oil Tank	
Pre-Inspection	1
Re-Inspection	3
Safety Inspection	
Town Hall – Plans (hours)	14
Town Hall – Meeting (hours)	3
Tank Truck	17
Fire Drills	
Meetings – Misc	9
Joint Inspection	



Incident Type Report (Summary)
 From 08/05/18 To 09/01/18
 Report Printed On: 09/04/2018

Incident Type	Count	% of Incidents	Est. Property Loss	Est. Content Loss	Total Est. Loss	% of Losses
1 Fire						
Fire, other (100)	1	0.22%	\$0.00	\$0.00	\$0.00	0.00%
Building fire (111)	5	1.10%	\$0.00	\$0.00	\$0.00	0.00%
Cooking fire, confined to container (113)	1	0.22%	\$0.00	\$0.00	\$0.00	0.00%
Passenger vehicle fire (131)	1	0.22%	\$0.00	\$0.00	\$0.00	0.00%
	8	1.76%	\$0.00	\$0.00	\$0.00	0.00%
2 Overpressure Rupture, Explosion, Overheat(no fire)						
Overpressure rupture from air or gas, other (220)	1	0.22%	\$0.00	\$0.00	\$0.00	0.00%
	1	0.22%	\$0.00	\$0.00	\$0.00	0.00%
3 Rescue & Emergency Medical Service Incident						
Emergency medical service, other (320)	1	0.22%	\$0.00	\$0.00	\$0.00	0.00%
EMS call, excluding vehicle accident with injury (321)	313	68.94%	\$0.00	\$0.00	\$0.00	0.00%
Motor vehicle accident with injuries (322)	8	1.76%	\$0.00	\$0.00	\$0.00	0.00%
Motor vehicle accident with no injuries. (324)	4	0.88%	\$0.00	\$0.00	\$0.00	0.00%
Extrication of victim(s) from vehicle (352)	1	0.22%	\$0.00	\$0.00	\$0.00	0.00%
Swimming/recreational water areas rescue (361)	1	0.22%	\$0.00	\$0.00	\$0.00	0.00%
	328	72.24%	\$0.00	\$0.00	\$0.00	0.00%
4 Hazardous Condition (No Fire)						
Gasoline or other flammable liquid spill (411)	1	0.22%	\$0.00	\$0.00	\$0.00	0.00%
Gas leak (natural gas or LPG) (412)	6	1.32%	\$0.00	\$0.00	\$0.00	0.00%
Oil or other combustible liquid spill (413)	1	0.22%	\$0.00	\$0.00	\$0.00	0.00%
Electrical wiring/equipment problem, other (440)	1	0.22%	\$0.00	\$0.00	\$0.00	0.00%
Power line down (444)	2	0.44%	\$0.00	\$0.00	\$0.00	0.00%
	11	2.42%	\$0.00	\$0.00	\$0.00	0.00%
5 Service Call						
Service Call, other (500)	4	0.88%	\$0.00	\$0.00	\$0.00	0.00%
Lock-out (511)	12	2.64%	\$0.00	\$0.00	\$0.00	0.00%
Water or steam leak (522)	2	0.44%	\$0.00	\$0.00	\$0.00	0.00%
Unauthorized burning (561)	2	0.44%	\$0.00	\$0.00	\$0.00	0.00%
Cover assignment, standby, moveup (571)	1	0.22%	\$0.00	\$0.00	\$0.00	0.00%
	21	4.62%	\$0.00	\$0.00	\$0.00	0.00%
6 Good Intent Call						
Good intent call, other (600)	7	1.54%	\$0.00	\$0.00	\$0.00	0.00%
Dispatched and cancelled en route (611)	13	2.86%	\$0.00	\$0.00	\$0.00	0.00%
Authorized controlled burning (631)	1	0.22%	\$0.00	\$0.00	\$0.00	0.00%
	21	4.62%	\$0.00	\$0.00	\$0.00	0.00%
7 False Alarm & False Call						
System malfunction, other (730)	1	0.22%	\$0.00	\$0.00	\$0.00	0.00%
Smoke detector activation due to malfunction (733)	12	2.64%	\$0.00	\$0.00	\$0.00	0.00%
Alarm system sounded due to malfunction (735)	7	1.54%	\$0.00	\$0.00	\$0.00	0.00%
CO detector activation due to malfunction (736)	1	0.22%	\$0.00	\$0.00	\$0.00	0.00%

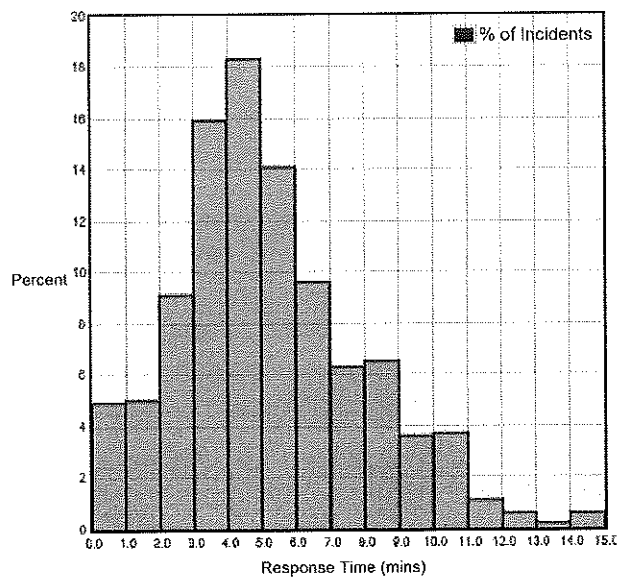
Smoke detector activation, no fire - unintentional (743)	10	2.20%	\$0.00	\$0.00	\$0.00	0.00%
Alarm system activation, no fire - unintentional (745)	31	6.83%	\$0.00	\$0.00	\$0.00	0.00%
Carbon monoxide detector activation, no CO (746)	1	0.22%	\$0.00	\$0.00	\$0.00	0.00%
Not Recorded	63	13.87%	\$0.00	\$0.00	\$0.00	0.00%
Not Recorded	1	0.22%	\$0.00	\$0.00	\$0.00	0.00%
	1	0.22%	\$0.00	\$0.00	\$0.00	0.00%
Total Incident Count:	454			Total Est. Loss:	\$0.00	

Search Criteria	
Dates	From 08/05/2018 To 09/01/2018 (mm/dd/yyyy)
Service	Harwich Fire Department
Staff	All
Apparatus	All
Station	All
Alarm Type	All
Zone/District	All

 **Report Description**

Incident Response Time Analysis
 Date Range 08/05/2018 to 09/01/2018
 Total # of Runs Filing Criteria 617 runs
 Average Response Time 4.8 mins
 Service(s) Harwich Fire Department
 Incident Type(s) All

Response Time	# of Incident Responses	% of Incident Responses
0 mins	30	4.9%
1 mins	31	5%
2 mins	56	9.1%
3 mins	98	15.9%
4 mins	113	18.3%
5 mins	87	14.1%
6 mins	59	9.6%
7 mins	39	6.3%
8 mins	40	6.5%
9 mins	22	3.6%
10 mins	23	3.7%
11 mins	7	1.1%
12 mins	4	0.6%
13 mins	1	0.2%
14 mins	4	0.6%
15 mins	3	0.5%



[Report Description](#)

[Back To Filters](#)

Health Director Monthly Report August 2018

○ Departmental news-

Our Part Time Health Inspector, Hunter Twombly tendered his resignation on August 9th. Hunter was with us for just over a year as our primary food service inspector. His quality work and positive attitude will be missed. His resignation was due to personal reasons, he wanted the department, board and town to know he appreciated the opportunity to work here and that he enjoyed his time as a health inspector.

Since his departure I have posted the vacancy with the HEA union in-house as well as in the Cape Cod Times and on Indeed. We have received several applications to date. The in-house closing date is 9/21 with the job advertised as “open until filled” which allows flexibility in the hiring process.

Our Executive Administrative Assistant Jennifer Clarke received accolades at the Selectmen’s meeting this month for exceptional work. She received a heartfelt thank you from a resident for her professionalism and stellar customer service. We already know how great Jen is, but it’s wonderful to see that she is appreciated outside of the organization as well.

Board Member Vacancy still remains. One applicant was interviewed for the position and was not selected. I encourage everyone to spread the word that the Board of Health is searching for a qualified resident to fill this vacancy.

○ Wastewater-

We have reached over 650 properties that have been scanned into Accela for the Phase 2 sewer area. There are about two dozen properties that have files in the basement that need to be pulled in order to scan plans-a task that will be done over the next month.

I have attended the Wastewater Support Committee meetings this month. They are working on developing a step-by step guide/handbook for residents in Phase 2 which will give them explicit instructions on what needs to be done and when. I have provided input into the guidebook and am hopeful that the final product will be user friendly and educational. The WWSC has requested monthly updates at selectmen meetings as well as hiring a PR firm/person to work solely on public information dissemination. We continue to field about 10-15 calls per day relating to the sewer project. Most questions are easily answered by directing to a map or website, however several questions this month have been detailed and require technical assistance.

We may have our first cesspool waiver coming up soon. A couple who own a house in Phase 2 have a cesspool and want to put their house on the market. As a Board, it was discussed to allow a waiver to allow the continued use of a cesspool in a Phase 2 area with the expectation to connect to sewer immediately upon availability. This will be a good test case for use to figure out the process.

I provided the Town Administrator with my review of the Town of Harwich Sewer Regulations with suggested edits/corrections. This document includes several errors that should be corrected sooner rather than later.

○ Food Service Program-

We received a complaint regarding Perks-a variety to complaints ranging from trash removal to bathroom access. The complaint was directed to the Selectmen, Fire and Police Chiefs and we were

cc'd. I drafted a response to the concerns and sent it to administration for use in a formal response. Perks passed their HACCP inspection and is able to serve raw shellfish as outlined in their plan.

The Community Development team-made up of Fire, Building and Health conducted more evening code compliance checks. One item of note was the mishandling of waste oil from an establishment which resulted in a cease and desist order from Conservation.

One of our local food establishments was visited by the State Department of Public Health for an oyster "trace back investigation" due to a positive case of *vibrio parahaemolyticus*. The State was notified of a person with a positive diagnosis of vibrio and the food history turned up with raw oysters eaten at several Cape Cod restaurants. All restaurants were inspected for shellfish tags and sanitary code violations. The trace back investigation resulted in the Harwich establishment being cleared of any involvement with the case. This is a good reminder to all residents and permit holders that consuming raw shellfish can lead to food poisoning. High water and air temperatures during harvesting and preparation make bacterial growth extremely easy leading so serious illness. Keep the oysters cold at all times!

o **Community Programs-**

The State Department of Public Health announced the first cases of human West Nile Virus in Massachusetts. We have updated our website to include this information along with mosquito prevention tips. We have not had any mosquito pools test positive for EEE at this time.

We have made a referral to the Council on Aging for a potential resident in need of assistance. The resident has been put in contact with our Town Nurse and is receiving the help he needs. It is wonderful to work with such a responsible town.

Several Public and Semi-public beaches failed their initial water quality samples this month. Bank Street, Merkel, Wychmere Harbor, Skinequit Pond and Long Pond at Cahoon Road all passed the second water sample after failing the first. Beaches are not required to be posted or closed until a second sample fails. It is thought these failures were the result of rain events and extreme heat.

We assisted a resident in packaging a bat found in her home-the bat requires testing for Rabies at the State Lab. The test results came back negative. The Rabies Protocol required the testing of bats if the resident does not know how long it was there or if they wake up to a bat in the room. Bats are known carriers of rabies and the bite of a bat is very small and nearly undetectable. Because rabies is a fatal virus, testing is required.

Meggan Eldredge 8/29/2018