

SELECTMEN'S MEETING AGENDA*

Donn B. Griffin Room, Town Hall
732 Main Street, Harwich, MA
Executive Session 5:30 P.M.
Regular Meeting 6:30 P.M.
Monday, June 6, 2022

Remote Participation Optional:

Please join my meeting from your computer, tablet or smartphone.

<https://meet.goto.com/362503269>

You can also dial in using your phone.

United States: [+1 \(872\) 240-3311](tel:+18722403311)

Access Code: 362-503-269

**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. EXECUTIVE SESSION

- A. Executive Session pursuant to G.L. c. 30A, § 21(a)(7) to comply with, or act under the authority of, any general or special law or federal grant-in-aid requirements ("Purpose 7")- the Open Meeting Law, G.L. c. 30A, §§ 22(f), (g)-- To review, approve and/or discuss the possible release of executive session meeting minutes dated March 14, 2022; March 21, 2022; March 28, 2022; April 4, 2022; April 11, 2022; April 25, 2022; May 9, 2022; and May 16, 2022.
- B. Pursuant to MGL c.30A section 21 (a)(3) to discuss with respect to collective bargaining for all town unions and the Chair has determined that open session would have a detrimental effect on the town's bargaining position;
- C. Pursuant to G.L. c. 30A, sec. 21(a)(2) to conduct strategy sessions in preparation for negotiations with non-union personnel and to conduct contract negotiations with non-union personnel;

III. PLEDGE OF ALLEGIANCE

IV. PUBLIC COMMENTS/ANNOUNCEMENTS

- A. Charter Lighthouse School Proclamation for the Butterfly Mural

V. ORGANIZATION MEETING OF THE BOARD OF SELECTMEN

- A. Nomination for the following;
 1. Chair
 2. Vice Chair
 3. Clerk
 4. Interview and Appointment Committee (Two Members)

VI. CONSENT AGENDA

- A. Vote to approve the following Board of Selectmen Meeting Minutes:
 1. August 24, 2020
 2. August 31, 2020
 3. September 14, 2020
 4. October 5, 2020
 5. October 13, 2020
 6. January 4, 2022
 7. January 24, 2022
- B. Vote to approve three Caleb Chase requests in the amount of \$1,000 each

VII. NEW BUSINESS

- A. Vote to award the sale of Municipal Bonds and Bond Anticipated Notes
- B. Discussion on amending the Town of Harwich Charter, Chapter 2, Section 3, Clause I, pertaining to when Annual Town Meeting is held
- C. Discussion and possible vote on amending the General Bylaw Chapter 271 pertaining to Annual Town Meeting Requirements
- D. Update from Selectmen Liaison relating to Harwich Affordable Housing Trust
- E. Discussion and possible vote on Remote Participation
- F. Discussion and possible vote on Board of Selectmen Policy regarding Advertising Requirements
- G. Discussion and possible vote to approve the 2022 Committee Reappointment list
- H. Discussion and possible vote on the Miscellaneous re-appointments for 2022

VIII. **OLD BUSINESS**

- A. Vote to approve beach closure times as recommended by Recreation and Youth Commission
- B. Vote to rescind the board's approval from May 23, 2022 - Discussion and possible vote to approve a new annual Common Victuallers license – Grumpy Pete's Pizza LLC d/b/a Alecsie's House of Pizza – 181 Route 137, Unit 3
- C. Discussion on 204 Sisson Road
- D. Vote to execute a license agreement for the construction of and receiving a gift of a merchandise shack at Whitehouse Field from the Harwich Mariners
- E. Vote to reconsider the weekday entertainment license for the Belmont Condominium Trust d/b/a Belmont Beach Club – 1 Belmont Road – Friday and Saturday 5:00 p.m. to 10:30 p.m. outside – Live/recorded music, amplification, dancing
Previously Approved: 5:00 p.m. – 10:00 p.m.

IX. **CONTRACTS**

- A. Vote to approve Fire Department vehicle procurement
- B. Vote to approve Change Order for Phase 2 Change order 5 for RJV Construction Corporation - \$3,592
- C. Vote to approve Change Order for Phase 2 Change order 8 for Robert B. Our Co - \$4,559

X. **TOWN ADMINISTRATOR'S REPORT**

XI. **SELECTMEN'S REPORT**

XII. **CORRESPONDENCE**

XIII. **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:

Danielle Delaney, Executive Assistant

Posted by: _____
Town Clerk

Date: _____
June 2, 2022

PUBLIC
COMMENTS /
ANNOUNCEMENTS



A PROCLAMATION

Whereas, Cape Cod Lighthouse Charter School (CCLCS) acknowledges that difficult histories, especially the Holocaust, can often be hard to teach at any age. CCLCS believes that middle school students have a desire to change the world, the ability to show empathy, and the intellect to take on the challenge of learning about the oppression and adversity faced by different individuals.

Whereas, in January 2018, Cape Cod Lighthouse Charter School began participating in The Butterfly Project. The Butterfly Project teaches social justice, educating on the dangers of hatred and bigotry in order to cultivate empathy and social responsibility. Students painted butterflies as symbols of hope and resilience. While the school developed a vision and action plan for the mural, students participated in different activities such as arts, social studies, and music allowing themselves to explore the trauma experienced by survivors.

Whereas, on May 10, 2022, the Butterflies of Brundibar mural was dedicated at the Cape Cod Lighthouse Charter School. CCLCS is the first in Massachusetts to have participated in the Butterfly Project. The mural is a reminder of the 1.5 million children who lost their lives and of the role that the arts played in providing an outlet to resist. The mural honors the commitment to the survivors to never forget. Butterflies of Brundibar has a special focus on the children of Terezin that were forced to perform the opera of Brundibar.

NOW, THEREFORE, We, the Selectmen of Harwich, hereby urge all citizens to stand up to injustices of the past and present, to teach difficult histories, show empathy to our fellow man, acknowledge the oppression and adversity, use the beauty of the arts to bring knowledge and understanding, inspire each other to learn, and be the community others want to be.

Given this 6th day of June, 2022 by the Harwich Board of Selectmen;
Michael MacAskill, chair; Julie Kavanagh, vice-chair; Mary Anderson,
clerk; Larry Ballantine, and Donald F Howell

ORGANIZATIONAL
MEETING OF THE
BOARD OF
SELECTMEN




OFFICE OF THE TOWN ADMINISTRATOR

732 MAIN STREET, HARWICH, MA 02645

Joseph F. Powers, *Town Administrator*
Meggan M. Eldredge, Assistant Town Administrator

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

MEMO

TO: Board of Selectmen
FROM: Joseph F. Powers  Town Administrator
CC: Meggan M. Eldredge, Assistant Town Administrator
RE: Organization Meeting of the Board of Selectmen
DATE: Thursday, June 2, 2022

Attached is the Harwich Board of Selectmen Rules of Operation as adopted on June 7, 2004.

As you know, Section 1 regulates the manner and timeframe within which the Board shall reorganize.

Harwich Board of Selectmen Rules of Operation

Except as otherwise prescribed by the Home Rule Charter and state and Federal law, the Harwich Board of Selectmen shall conduct its business in the following manner:

SECTION 1 OFFICERS

The second Board of Selectmen meeting subsequent to the May Town Election shall be an organizational meeting. The Board shall nominate a Chair, a Vice Chair, and a Clerk. The election of officers may take place at that meeting, but no later than the next regular meeting. Election of officers shall be by simple majority of the board.

SECTION 2 ROLE OF OFFICERS

A.) The Chair of the Board

The Chair of the Board of Selectmen shall preside at the meetings of the Board. In the absence of the Chair, the Vice Chair shall preside; and in the absence of both, the Clerk shall preside. The Chair shall also assemble, with input from his/her fellow members, an agenda for each meeting. From time to time the Chair, at the request of the Board, may be called upon to act in behalf of the Board in person or in writing.

B.) The Vice Chair of the Board

In the event that the Chair of the Board can no longer serve, the Vice Chair shall assume the powers and duties of the Chair for the remainder of the term. If a vacancy occurs in the office of Vice Chair, the Board shall elect a new Vice Chair from its members before two regular meetings have passed.

C.) The Clerk of the Board

The Clerk of the Board shall read public hearing notices into the official record and act as the Chair in the absence of the Chair and the Vice Chair.

D.) Interview and Appointment Committee of the Board

The Board shall nominate and vote to appoint two members of the Board to serve as the Interview and Appointment Committee of the Board.

No office of the Board shall remain vacant for more than two regular meetings.

SECTION 3 DUTIES OF THE PRESIDING OFFICER

At the hour at which the Board is to meet, the Chair shall call the members and all in attendance to order.

The Chair shall preserve order and decorum and may speak to points of order in preference to other members. The Chair's ruling on questions of order are subject to appeal to the Board. The vote of such appeal shall be a roll call and it shall be decided in the affirmative by a majority vote.

All votes shall be declared by the Chair. If any member doubts a vote, the Chair, without further debate upon the question, shall require a roll call vote. No decision shall be declared unless a quorum of the Board shall have voted. The Chair may vote, move, or second any motion on all matters that come before the Board.

The Chair may at any time, during a debate or otherwise, declare a recess for not more than ten minutes with such action subject to affirmation by a vote of the Board.

The Chair may state facts and give opinions upon questions of order without leaving the Chair.

SECTION 4 MEETINGS

The regularly scheduled meetings of the Board shall normally be conducted on Monday evenings in the Harwich Town Hall or such other location in Town as deemed appropriate given the agenda, as determined by the Chair. Exceptions to this rule may be made by vote of the Board. However, any meeting of a quorum of the Board shall be posted and advertised. Regular meetings shall be held weekly, when possible, except during summer months when the Board may elect to convene bi-weekly. Information relevant to regular meetings shall be contained in an agenda available to the public prior to the meeting and back-up data shall be provided to every Board member prior to the meeting.

A.) Special Meetings of the Board

Special meetings of the Board may be held on the call of the Chair, or on the call of any two members, by written notice. Said notice shall state the purpose of such meeting and be posted at least forty-eight hours (excluding Sunday) in advance of the time set, except in instances provided by law.

B.) Executive Session

Executive session may be entered only after the Board has first convened in open session for which notice has been appropriately posted. The Chair shall cite the reason for going into executive session and shall call for a roll call vote of the Board. The vote of each member shall be entered into the minutes, with a majority necessary to initiate an executive session. Only lawful purposes as contained in the MGL Open Meeting Law shall constitute a reason to conduct an executive session.

SECTION 5 INTRODUCTION OF BOARD BUSINESS

No measure or non-measure shall be received or acted upon unless introduced by a member of the Board of Selectmen, or by petition as provided by the home rule charter, to the extent possible.

SECTION 6 FILING DEADLINES FOR REGULAR MEETINGS

Any member may ask for an item to be placed on an upcoming meeting's agenda. Any item of business beyond that which may have already been placed on the agenda by the Chair of the Board of Selectmen for the board's next agenda must be submitted to the Selectmen's/Administrator's office no later than the day after the previous meeting or 9:00 a.m. on the Wednesday preceding the next Selectmen's meeting, whichever is later. The Chair of the Board and/or the Town Administrator may, in case of necessity, approve any additional items for inclusion in the agenda after said deadline.

The agenda shall contain a description of the items that will be taken up by the Board. Those items set for discussion will be so identified. For those items set for action the agenda description should describe the nature of the action to be taken. Items placed on the consent agenda will have a specific recommendation. Individual items will not be discussed separately unless a member request that an item be taken off consent, at which time the item will be moved to the action item portion of the agenda. The appropriate motion to move the consent agenda is; "I move approval of the consent agenda and the recommendations thereon."

The Board's agenda, including the Town Administrator's report, other reports and documentation, recommendations on action items, and any informational material to be discussed shall be delivered to the Board members no later than 48 hours prior to the regular meeting of the Board. Packets containing similar material (exclusive of confidential materials) shall be placed at the Library, the foyers of the Police and Fire Departments and the reception desk at the Community Center.

SECTION 7 ORDER OF BUSINESS

At every regular meeting of the Board, the order of business shall include (not necessarily in this order):

1. Call to Order
2. Weekly Briefing
3. Information
4. Consent Agenda
5. Town Administrator's Report
6. Public Hearings
7. Action Items
8. Discussion Items
9. Selectmen's Reports
10. Announcements
11. Adjournment

SECTION 8 PUBLIC COMMENT

At each regular meeting of the Board there shall be a period set aside for public comment. Such comments shall include any item of concern to the public not on the Agenda.

SECTION 9 PARLIAMENTARY GUIDELINES

In all matters of parliamentary procedure not provided for in the constitution and laws of the Commonwealth, the Home Rule Charter, or explicitly elsewhere in these rules, the presiding officer and the Board members shall be guided by the principles of fairness, clarity, and efficiency, in that order. In determining any parliamentary question, the Board shall generally rely upon Robert's Rules of Order.

SECTION 10 QUORUM

The majority of the total membership of the Board of Selectmen shall constitute a quorum.

SECTION 11 ORDER OF SPEAKING

When two or more members request the floor at the same time, the Chair shall recognize the member who shall first be heard. No other member or person shall be heard while a member holds the floor.

SECTION 12 REFERRALS TO COMMITTEES

When a matter before the Board relates to a subject which may properly be examined and reported upon by an existing or new ad hoc committee of the Town, such matter shall, upon motion and a majority vote of the Board, be referred to such committee. Any matter may be referred to a committee, commission or board for advice. Issues may also be referred by the Board to Town Legal Counsel for advice.

SECTION 13 RECONSIDERATION

At any meeting which vote has been taken, it shall be in order for any Board member who has voted with the prevailing side to move for immediate reconsideration or to serve notice that a motion for reconsideration shall take place at the next regular meeting of the Board. The vote for reconsideration shall be open to debate, shall be limited to twenty minutes and shall require a majority vote.

SECTION 14 CLEAR STATEMENT OF MOTIONS BEING VOTED ON

All motions, substitute motions and amendments shall be clearly restated immediately preceding the vote by the Board of Selectmen.

SECTION 15 VOTES

All actions taken by the Board requiring a vote will be by a majority unless otherwise provided for in MGL, the Home Rule Charter or as otherwise provided by law.

All final votes of the Board shall be entered in the minutes by name except for unanimous votes. Every Board member present when the question is put shall vote yes, no, or abstain.

SECTION 16 BOARD LIASONS

After the organization of the Board, the Chair, subject to approval by the full Board, may appoint liaisons to standing committees.

SECTION 17 BOARD SUB-COMMITTEES

The Board may designate sub-committees comprised of Board members as is deemed necessary. Board Sub-Committee meetings shall be posted as required by law. Sub-committees will operate under the following guidelines.

1. Sub-committees will be established by action of the board
2. Sub-committee members shall be appointed by the chairman of the Board of Selectmen
3. Sub-committees may make recommendations for Board action, but it may not act for the Board of Selectman
4. Sub-committees will periodically be provided with tasks and assignment
5. Sub-committees may be dissolved by a vote of the board at any time.

SECTION 18 TOWN COMMITTEE PARAMETERS AND GUIDELINES

Except for regulatory bodies and those designated by the Town Charter or State law, all Committees shall be advisory to the Board of Selectmen and shall take no actions that may bind the Board.

Committees shall follow a schedule of meetings to be coordinated through the Town Administrator's office which shall be publicly posted and in accordance with the Open Meeting Law and the Committee Handbook.

The conduct of all committees shall likewise be governed by the Committee Handbook.

SECTION 19 APPOINTMENTS

Appointment and reappointment recommendations shall normally be made by the Interview and Appointment Committee of the Board and shall be acted upon by the Board at a public meeting. Vacancies on committees must be advertised for two weeks before they may be filled by the board. Except by consent of the Board, any Board action regarding appointments shall be acted upon only after proposed appointments and interviewed candidates have been provided to all members prior to the meeting at which the appointments are proposed. Normally, all interested parties for a vacant position shall be interviewed prior to an appointment recommendation.

SECTION 20 INQUIRIES AND INVESTIGATIONS

The Town Charter gives the Board of Selectmen the authority to conduct inquiries or investigations into any and all Town matters which it deems proper to review.

SECTION 21 CORRESPONDENCE

All received correspondence (whether addressed to the Board as a whole, or to any particular member) shall be entered into a daily correspondence folder for all members to review. In the event of correspondence directed to a particular Selectman, a copy shall be delivered to his or her desk for their personal review. Final action taken relative to any correspondence shall be by majority will of the Board. No correspondence shall be removed from official correspondence files.

Correspondence from the Board shall be available in a folder in the Selectmen's office, shall reflect the voted will of the Board and may not be removed except for defect and correction.

SECTION 22 MEETING DURATION

The weekly Board of Selectmen meeting shall not proceed past three and one half (3½) hours of the regular scheduled meeting time unless there is a 4/5th majority vote of the members.

Adopted: 6/7/04
Voted Amendments: 3/6/06
Voted Amendments: 10/10/06
Voted Amendments: 6/30/08

CONSENT AGENDA

**MINUTES
SELECTMEN'S MEETING
TOWN HALL
GRIFFIN ROOM
MONDAY, AUGUST 24, 2020
6:00PM EXECUTIVE SESSION
6:30PM REGULAR MEETING
REMOTE PARTICIPATION ONLY**

SELECTMEN PARTICIPATING: Michael MacAskill, Stephen Ford and Edward McManus

ALSO PARTICIPATING: Interim Town Administrator Joseph F. Powers

CALL TO ORDER:

Vice Chairman Ford opened the Board of Selectmen's meeting for August 24, 2020 at 6:00PM. Mr. MacAskill moved to enter into Executive Session, 2nd by Mr. McManus. Vote 3:0 in favor. Motion carried unanimously.

EXECUTIVE SESSION:

- A. Pursuant to MGL c 30A section 21(a) paragraph 3 to discuss with respect to collective bargaining for Harwich Employees Association (HEA) and the Highway and Maintenance Employees Association (HMEA) if an open session would have a detrimental effect on the town's bargaining position and the chair so declares.
- B. Pursuant to MGL c30A section 21(a) paragraph 2 to conduct strategy sessions for contract negotiations for nonunion personnel - Interim Town Administrator

Mr. Ford called the Regular Meeting to Order for August 24, 2020. He reported that in Executive Session, on item A, there was further discussion on how they would move forward. On item B they continued discussion on the contract that will be offered to the Interim Town Administrator. They began the meeting with the Pledge of Allegiance.

WEEKLY BRIEFING:

- A. COVID-19 Update

Meggan Eldredge Health Director reported COVID statistics, active, nonactive and positivity rate. The emergency order requiring face covering has been amended to include Town Meeting. She noted that Little League has not requested to operate in town although baseball is allowed with guidelines.

Mr. Ford noted that Nantucket has voted to stop the sale of alcohol after 11:00PM and asked if that had been considered.

Ms. Eldredge replied that our Board of Health has not requested or discussed that.

August 24, 2020

B. Update on ongoing efforts by the Town in support of the business community

Cindy Williams Executive Director of the Chamber of Commerce reported that the Chamber had their meeting and installed the new officers which she mentioned by name. She also shared the names of the award winners and asked everyone to support local businesses.

PUBLIC COMMENTS/ANNOUNCEMENTS

Mr. Ford mentioned the reasons Chairman Ballantine and Mr. Howell are not present.

NON-RESIDENT TAXPAYERS VIDEO

The video was presented and can be located on the Town's website.

NEW BUSINESS:

- A. Minutes for approval
 - 1. June 15, 2020

Mr. MacAskill moved to approve the minutes for June 15, 2020, 2nd by Mr. McManus. Vote 3:0 in favor by roll call. Motion carried unanimously.

OLD BUSINESS

- A. Discussion and possible vote to name Joseph F. Powers Interim Town Administrator for a 90 day period to expire no later than November 18, 2020

Mr. Ford noted that the previous term expired last week. There has been concern by residents on limitations placed on the Board in the Charter relative to making these appointments. He assured all that they have had extensive consultation with council and council believes strongly that the Board does have this ability based on the present situation and the interpretation of the Charter itself.

Mr. MacAskill moved to name Joseph F. Powers Interim Town Administrator for a 90 day period to expire no later than November 18, 2020, 2nd by Mr. McManus. Vote 3:0 in favor by roll call. Motion carried unanimously.

B. Update on Annual Town Meeting logistics

Griffin Ryder Town Engineer referred to the plan on the packet and reviewed specific items including seating and masking for safety. He welcomed comments or suggestions.

Interim Town Administrator Powers added detail as to check in for voters and the general public. There will be some tenting and sun covering. There will be advertising informing every one of the logistics and expectations. Attorney Giorgio has confirmed that if they go with a reduced

quorum the Board would have to agree to have that discussion, the Moderator is willing have the discussion and support a reduced quorum which does not impact the Warrant. Public Notice has been posted that the matter would be discussed next week. Moderator Ford sent an email that he asked be read into the record. Interim Town Administrator Powers read: Moderator Ford indicates that he is not able to participate this evening. Recognizing that setting the quorum is customarily the province of the voters, I was initially hesitant to approve of a reduction. However, I believe the Board has taken positive steps by locating the Annual Meeting outdoors, designing the lay out of the meeting to observe the social distancing requirement, working with the guidance of Town Hall Staff including the Board of Health regarding protocols to be followed during the meeting including the requirement of masks resulting in a safe environment in which to conduct the meeting. These steps were all taken in an effort to get as many voters to attend as possible and I believe we will end up attracting in excess of the established quorum which we know to be 150 voters to the meeting. If however we fall short of the established quorum notwithstanding the efforts to create a safe and attractive meeting place, I understand the need to be able to conduct the Town Meeting in order to authorize the Town to continue to function during the state of emergency. Accordingly, I would support a quorum reduction if the Board so votes. Please enter this email into the record of tonight's hearings as my comments as Moderator as required by Section 7A of Chapter 92 of the Acts of 2020. Thank you, Michael D. Ford Town Moderator. End of email. The Board would have to assent to having the discussion next week. He will need a general consensus that the Board would be willing to enter into that discussion.

There is a Board consensus and that will be on the agenda next week.

C. Discussion and possible vote on the remaining Articles for the 2020 Annual town Meeting Warrant;

Mr. Ford noted that there are 2 people who want to speak to 43 and 1 person on 44.

Interim Town Administrator noted that there are at least 2 of the petitioners are available to talk about their Articles. He has put a document in the packet that he has used over the years to certify the votes of a Town Meeting. The Board has and it will be made public, a list of the Articles updated by the Finance Commission and showing their votes and recommendations. There is a new Article, #25, that was required relative to contract negotiations. He gave an overview of the Articles and hopes to go through as many as possible.

1. Article #1 Town Offices and Committees

Mr. MacAskill moved to accept, adopt and include in the Warrant Town Offices and Committees, 2nd by Mr. McManus. Vote 3:0 in favor by roll call. Motion carried unanimously.

2. Article #2 Reports of Town Offices and Committees

Mr. MacAskill moved to accept and adopt and include in the Warrant Reports of Town Offices and Committees, 2nd by Mr. McManus. Vote 3:0 in favor by roll call. Motion carried unanimously.

August 24, 2020

3. Article #3 Elected Officials Salaries

Mr. MacAskill moved to accept, adopt and include in the Warrant Elected Officials Salaries, 2nd by Mr. McManus. Vote 3:0 in favor by roll call. Motion carried unanimously.

4. Article #4 Use of Stabilization Fund

Mr. MacAskill questioned if they can call a motion with an amount to be determined.

Interim Town Administrator Powers suggested that the Board hold off until next week.

7. Article #7 Cape Cod Regional Technical School District Budget

Mr. MacAskill moved to accept, adopt and include in the Warrant Cape Cod Regional Technical School District Budget in the amount of \$1,737,789.00, 2nd by Mr. McManus. Vote 3:0 in favor by roll call. Motion carried unanimously.

8. Article #8 Water Department Budget

Mr. MacAskill moved to accept, adopt and include in the Warrant Water Department Budget \$4, 291, 075.00, 2nd by Mr. McManus. Vote 3:0 in favor by roll call. Motion carried unanimously.

9. Article #9 Wastewater/Sewer Department Budget

Mr. MacAskill questioned if they should hold off as the number will change.

The Board agreed to wait until next week.

Interim Town Administrator Powers asked that they not take action on the Capital Outlay Plan yet.

Mr. Ford asked if the Finance Committee had contacted Interim Town Administrator Powers as discussed relative to their version of the Capital Plan and if he is comfortable with it.

Interim Town Administrator Powers replied yes, he would like the opportunity to pull it all together one last time.

11. Article #11 Capital Items Funded from Free Cash - items under \$50,000

Mr. MacAskill moved to accept, adopt and include in the Warrant Capital Items Funded from Free Cash Under \$50,000, the amount is for Police Taser Replacement year 3 of 3, \$14,910, Fire Air Pack Capital Contribution \$27,389 for a total of \$42,299.

Mr. McManus asked if this includes our share of the larger expenditure on the Air Pack.

Mr. MacAskill read the explanation.

Mr. McManus had requested had it be separated out.

Mr. Ford asked Interim Town Administrator Powers if he understood that Mr. McManus is saying that the overall cost of the Air Packs is in excess of \$500,000. The actual cost is not Items up to \$50,000. It exceeds that and should be a separate item.

Interim Town administrator Powers replied that there had also been discussion if they should use the title Items Under \$50,000 because of the charter change. The Finance Committee has incorporated the new rules and voted to move that forward. He noted that they had done that one but not this one. He can do whatever the Board wants as far as that Article goes but if we are operating under the new Charter requirement, there no longer is the concept of items under 50K.

Mr. MacAskill referred to his comment last week, he feels it should stay the same and given the time it would take to change it, it should remain as it is on the Warrant. The Town's purchase is still \$42,299.

Interim Town Administrator Powers commented that that statement is spot on as this Article was carried over from last year in the same format.

Mr. McManus 2nd the motion. Vote 2:0:1 in favor by roll call. Motion carried.

12. Article #12 Facility Maintenance and Repair Fund

Mr. MacAskill asked if they want to hold on Article #12 because of the \$31,000 or could his motion be to take that \$31,000 out of what would be Article 9 and see where it shakes out.

Interim Town Administrator Powers doesn't want them to hold off. Facilities Maintenance would've had this item and the subsidy for the Cultural Center. If the Board wants to hold off until next Monday, he would have no objection. He discussed roof projects that will be deferred per the DPW, subsidy to the Cultural Center and its Revolving Fund. He is looking to get a dollar amount but that would not require an article, it's the execution of the Revolving Fund. The \$55,000 from Free Cash is needed for this particular item.

Mr. MacAskill asked if they could put in an amount of less than \$100,000. The subsidy has come down since they started renting the building. He asked if there had been conversations to see if they needed the \$100,000.

Interim Town Administrator Powers replied that the \$100,000 is a carryover from the previous Town Administrator's Capital Plan. He did have conversations, the bare minimum goes to utilities and minor standard repairs throughout the fiscal year and that's anywhere from \$90,000 to \$115,000. The \$100,000 is not in the Article.

Mr. McManus commented that he understands why the roof projects are not being done now but that they should be a priority next year.

Mr. MacAskill moved to accept and adopt Facility Maintenance and Repair Fund, 2nd by Mr. McManus. Vote 3:0 in favor by roll call. Motion carried unanimously.

13. Article #13 Replace Fire Department Ambulance

Mr. MacAskill moved to accept, adopt and include in the Warrant Replace Fire Department Ambulance estimated cost of \$378,000, 2nd by Mr. McManus. Vote 3:0 in favor by roll call. Motion carried unanimously.

Interim Town Administrator Powers commented that the Board had already voted Articles 14-21. Article 17 makes reference to debt exclusion which is old language. He is getting guidance from council on wording.

Articles 22 and 24 are not on the agenda and will be voted next week

14. Article #25 Adopt MGL Chapter 33 s59 - Continuation of pay for Reservists

Mr. MacAskill moved to accept, adopt and include in the Warrant Continuation of pay for Police Officers in service in the Reserves National Guard, 2nd by Mr. McManus. Vote 3:0 in favor by roll call.

15. Article #38 Amend the Code of Harwich General By-Laws - Chapter 8 Departmental Revolving Funds s8-1, Funds Established

Interim Town Administrator Powers noted that the Finance Committee needs more information and took no action on Article #38. This is to get more discussion from the Board and more information for Monday night.

Mr. MacAskill suggested they bring it back next week.

16. Article 39 Annual Departmental Revolving Fund Authorization

This will also be brought back next week.

Mr. MacAskill noted that the Finance Committee indefinitely postponed the next 3 and they will be in the Warrant anyway. There are some petitioners present virtually but the Board doesn't have to take any action.

17. Article 43 Commercial Single-Use Plastic Water Bottle Ban

Patrick Otton spoke regarding the single-use plastic water bottles.

Bonnie Bridges spoke regarding the single-use plastic water bottles.

Town Meeting, May 6, 2019 for Article 50

Mr. McManus commented that he personally supports this Article

Mr. Ford asked the Board if they want to take a vote on this article.

Mr. Otton added that all the other towns except for Falmouth have voted in favor of this bottle ban.

Mr. Ford commented that they don't have all the members of the Board present and will not be voting however he personally strongly supports this Article.

18. Article #44 Rescind the action taken at the Annual Town Meeting May 6, 2019 for Article 50

Mr. MacAskill commented that this was a decision regarding plastic containers.

Janelle Brown spoke regarding this petition and explained why she wrote it, explaining the financial burden to various groups. Also if Article #50 passes, this is no longer needed.

19. Article #45 New Climate Policy By-Law

Mr. MacAskill commented that this was going to be changed to a Resolution.

Nicki Kearns was present to speak about this position. With her was Roseanne Shapiro and Deborah Ennes of the Harwich Climate Action Network. They requested a postponement, they are working to change the wording from a By-Law to a Resolution. They would like to speak at next week's meeting.

Mr. Ford will reschedule to next week.

Interim Town Administrator Powers followed up on the Consent Agenda conversation. Attorney Giorgio offered to create a motion that can be made from the floor at Town Meeting to try and encapsulate those rather than go through the effort of assuming.

CONTRACTS

A. Discussion and possible vote to approve Phase 2 Contract 1
Change Order Number 2 for Robert B. Our Company, Inc. in the amount of 436,768.00
to be signed by the Board of Selectmen Chairman

Mr. MacAskill moved to approve the contract for Robert B. Our Company, Inc. as presented, 2nd by Mr. McManus. Mr. MacAskill noted that this falls into the 5% contingency. Vote 3:0 in favor by roll call. Motion carried unanimously.

August 24, 2020

B. Discussion and possible vote to approve Phase 2 Contract 2 Change Order Number 1 for RJV Construction in the amount of \$433,188.00 to be signed by the Board of Selectmen Chairman

Mr. MacAskill moved to approve the contract for RJV Construction as presented, 2nd by Mr. McManus.

Mr. MacAskill asked for an update on the East Harwich Sewer Project, what needs to be done for work, what's left in the contingency funds, as much information as possible.

Vote 3:0 in favor by roll call. Motion carried unanimously.

TOWN ADMINISTRATOR'S REPORT

A. Departmental Reports

Interim Town Administrator Powers had a document for the Board members to sign regarding a change of managers for 554 Main Street Bar, LLC DBA Three Monkeys. He also asked the Board what their plans are for the week of Labor Day.

SELECTMEN'S REPORT

No reports

Mr. MacAskill moved to adjourn, 2nd by Mr. McManus. Vote 3:0 in favor by roll call. Motion carried unanimously.

Respectfully submitted,

Judith R. Moldstad
Recording Secretary

August 24, 2020

**MINUTES
SELECTMEN'S MEETING
TOWN HALL
GRIFFIN ROOM
MONDAY, AUGUST 31, 2020
6:15 PM EXECUTIVE SESSION
6:30 PM REGULAR MEETING**

SELECTMEN PARTICIPATING: Larry Ballantine, Stephen Ford, Michael MacAskill, Donald Howell and Edward McManus

ALSO PARTICIPATING: Interim Town Administrator Joseph F. Powers

CALL TO ORDER: Chairman Ballantine opened the Board of Selectmen's meeting for August 31, 2020 at 6:15 PM. Mr. MacAskill moved to enter into Executive Session, 2nd by Mr. Howell. Vote 5:0 in favor by roll call. Motion carried unanimously.

EXECUTIVE SESSION

- A. Pursuant to MGL C30A s21 (a) paragraph 2 to conduct strategy sessions for contract negotiations for nonunion personnel - Interim Town Administrator

Mr. Ballantine reopened the Board of Selectmen's meeting reporting that in Executive Session they reached a contract. He invited attendees to join him in the Pledge of Allegiance.

Mr. Ballantine stated that the contract with Interim Town Administrator Powers would begin September 1, 2020 and it was a 5:0 unanimous vote.

Interim Town Administrator Powers offered sincere thanks to the Board and to the community.

Mr. Howell moved to affirm the contract for Interim Town Administrator effective September 1st, running for one year under such term as have been negotiated, 2nd by Mr. McManus. Vote 5:0 in favor by roll call. Motion carried unanimously.

WEEKLY BRIEFING

- A. COVID-19 Updates

Meggan Eldredge Health Director updates with statistics on active and confirmed cases. Testing was done for staff at Monomoy District School. Mr. Eldredge encouraged people to get their flu shot this year. There are new travel orders in place.

Mr. Ballantine commented on an email he had received from someone who had been accosted for not wearing a mask while in their vehicle. He asked residents to please stay calm. That sort of thing cannot be tolerated.

August 31, 2020

B. Update on ongoing efforts by the Town in support of the business community

Cindy Williams Executive Director of the Chamber of Commerce reported that this past weekend was tax free weekend. The hotels and inns are seeing great fall bookings.

PUBLIC COMMENTS/ANNOUNCEMENTS

Mr. Ford mentioned personal and critical comments made in the newspaper from some individuals relative to the management of the golf course. There is misinformation relative to that. He feels there is a terrific management team at the golf course.

Mr. Ballantine commented that this is in the Golf Committee's hands.

Mr. McManus reminded everyone that tomorrow is Election Day.

PUBLIC HEARINGS/PRESENTATIONS

A. Discussion and possible vote to state the Board of Selectmen's intention to consider a reduction of the quorum for the Annual Town Meeting as authorized by Chapter 92 of the Acts of 2020, Section 7

B. Discussion and possible vote pursuant to Chapter 92 of the Acts of 2020, Section 7 to reduce the quorum for the Annual Town Meeting to be held on September 26, 202, to not less than 10% of the quorum requirement of 150 under Section 271-2 of the Town Code or 15 registered voters.

Mr. Ford moved to open a public hearing for discussion and possible vote to state the Board of Selectmen's intention to consider a reduction of the quorum for the Annual Town Meeting as authorized by Chapter 92 of the Acts of 2020, Section 7, 2nd by Mr. MacAskill. Vote 5:00 in favor by roll call. Motion carried unanimously.

Interim Town Administrator Powers explained the presentations and noted that the packet includes Moderator Ford's opinion. The reduction cannot take place unless the Moderator and the Board agree.

Mr. Ballantine asked, if they do reduce the number, if there an escape clause that would allow them to stop the meeting and reassemble at another time.

Interim Town Administrator Powers replied that if the quorum is established at 50 and 50 are at the event, quorum would have been met.

Mr. Howell noted that the quorum would start the meeting but at any point, someone could ask for a pole of people present which would determine if they have to suspend the meeting. He also noted that there is no cap to the number of people who can attend.

Mr. MacAskill moved to close the public hearing and return to Board discussion. 2nd by Mr. McManus. Vote 5:0 in favor by roll call. Motion carried unanimously.

Mr. Ford supports reducing the quorum and suggests they debate the number

Mr. McManus stated that the law requires a 2 part vote, the first is to pass a motion for their intention and reduce the drum and he so moved, 2nd by Mr. Howell

Mr. MacAskill commented that there are some important decisions to be made and he's not sure if even 150 is enough to make the decisions. He will not support a quorum reduction.

Mr. Howell agrees with Mr. MacAskill and would not go below 100. He is expecting a robust turn out.

Vote 4:1 by roll call. Motion carried.

Mr. McManus moved that for the purposes of the Annual Town Meeting to be held o September 26, 2020 that the quorum number be reduced from 150 to 100, 2nd by Mr Howell.

Vote 4:1 by roll call. Motion carried.

NON-RESIDENT TAXPAYERS VIDEO

1. Water Department - Dan Pelletier
2. Engineering Department - Griffin Ryder
3. Department of Public Works - Lincoln Hooper
4. Golf Department - Roman Greer

CONSENT AGENDA

- A. Vote to affirm the appointment of Kevin DuPont to the Board of Health for a full term expiring in 2023 (revised on 08/28/2020 at 3:30 PM)

Mr. MacAskill moved to approve the Consent Agenda as presented, 2nd by Mr. Howell.

Mr. Howell requested that Ms. Eldredge asked the Association of Health Board's legal counsel if the Board can put on a nonvoting member. If this is contrary to the Charter, there is another person who would be an excellent candidate.

Vote 5:0 in favor by roll call. Motion carried unanimously.

NEW BUSINESS

- A. Vote to approve the Garden Club of Harwich to hang a Certified National Wildlife Federation Community Banner at various locations

Mr. McManus explained what the Garden Club has accomplished and why they would like to hang the signs and suggested a few places. He moved to approve the request as presented, 2nd by Mr. MacAskill. Vote 5:0 in favor by roll call. Motion carried unanimously.

Mr. McManus thanked the members of the Club for all their hard work.

Mr. Howell suggested some permanent signage saying that they have achieved that recognition.

OLD BUSINESS

- A. Discussion and possible vote on specific topics related to 2020 Annual Town Meeting including:
 - a. Appropriations for Stabilization Fund
 - b. Capital Outlay Plan

Interim Town Administrator Powers commented that those 2 items are referenced in the Warrant.

- B. Discussion and possible vote on the remaining Articles for the 2020 Annual Town Meeting Warrant;

- 1. Article #4 Use of the Stabilization Fund

Interim Town Administrator Powers noted that the Finance Committee voted to approve this with a 5:0 vote. The dollar amount is now \$574,171 which is also reflected in the Operating Budget under article #5. The use of this Fund is allowed under the Special Acts that were created. The Board needs to make a recommendation tonight.

Mr. Howell note that there is over 4 million dollars in that Fund. Prior to the pandemic there were shortfalls. There is more of a shortfall now and this is what the Fund was designed for.

Mr. Ballantine commented that if anything changes, they don't have to spend that amount.

Mr. MacAskill is in favor of this as an estimate but there is well more that can be done to reduce numbers.

Mr. MacAskill moved to accept, adopt and include in the Warrant Use of the Stabilization Fund with an estimated cost of \$574,171, 2nd by Mr. Howell.

Mr. Ford commented on an email from Mr. Gunderson where he commented on a number of different Articles and suggested changes on the wording.

Mr. Howell commented on not being able to answer questions at Town Meeting last year and he feels Mr. Gunderson makes some good points. He asked that they work with the Interim Town Administrator to address the concerns prior to Town Meeting.

Dana DeCosta Chairman Finance Committee requested that Mr. Gunderson's email be forwarded to him so that he may be of some help.

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Mr. Ballantine commented that as a Board, working with the Interim Town Administrator, he suggested they each take a Warrant Article and be set to clarify it if need be. They should be as prepared as possible and ready to answer questions at Town Meeting.

Vote 5:0 in favor by roll call. Motion carried unanimously.

2. Article #5 Town Operating Budget.

Interim Town Administrator Powers noted the change adding the \$574,171 from the Stabilization Fund. He reviewed the Article and all the dollar amounts. The Fiancé Committee agrees with the Budget amounts.

Mr. MacAskill moved to accept, adopt and include in the Warrant Town Operating Budget in the amount of \$39,140, 073, 2nd by Mr. Ford.

Mr. DeCosta would like for the 2 Boards to work together to make some changes or make reductions. This is a lower budget than last year.

Vote 5:0 in favor by roll call. Motion carried unanimously.

Mr. McManus asked, given the action on the last 2, if they could be referred to legal counsel to ask what the passage requirement will be at Town meeting. There is conflict between the Special Acts and the Town Charter.

Interim Town Administrator Powers replied that council has reviewed the Articles and the plan with Article #4 was to leverage that as the two-thirds majority vote as required by use of Stabilization. He will have to confirm with council.

3. Article #6 Monomoy Regional

Interim Town Administrator Powers has no additional information.

Mr. Ballantine questioned the numbers as transportation and enrollment are different from previous years.

Mr. DeCosta noted that the Finance Committee held this for those reasons and they have several questions for them. We do to have the Free Cash to cover this if we proceed.

Mr. MacAskill commented that if they vote this Article they would have to change the last 2. He recommends that they reject the Budget and send it back as a rejected budget and they go to Town Meeting with a rejected budget. They have asked how much money they have in excess and deficiency and how much are they going to use. We will use all our Free Cash and more if the Board votes this.

Mr. Ford is concerned about going to Town Meeting with a rejected budget, it does not send a good message.

Interim Town Administrator Powers asked that the Board take the affirmative action to place the Article in the Warrant. The Board could put in the warrant that they do not support this Article as of this printing.

Mr. Ford asked if the school Committee has the ability to address the concerns that have been expressed by this committee at this Board numerous times without an answer, between now and Town Meeting.

Mr. Howell commented that the action they should take is to include an Article but not support the amount that's in that Article pending their reconsideration of their position.

Mr. MacAskill moved to include Article #6 in the Warrant but not include the Board's positive recommendation, 2nd by Mr. Howell.

Mr. MacAskill commented that it would be a shame to go to Town Meeting with a rejected budget but there have been promises of savings that never materialized and many questions left unanswered.

Vote 5:0 in favor by roll call. Motion carried unanimously

4. Article #9 Wastewater/ Sewer Department Budget

Mr. MacAskill moved to accept, adopt and include in the warrant the Wastewater/Sewer Department Budget with an estimated cost of \$272,932, 2nd by Mr. Howell.

Mr. MacAskill commented that this number could possibly be reduced as the Town is not operating at 100%.

Mr. McManus asked what this budget will pay for in the next year.

Interim Town Administrator Powers replied that its most salaries and expenses related to transition to the Wastewater System. This is a reduced budget from what they had previously.

Vote 5:0 in favor by roll call. Motion carried unanimously.

5. Article #10 Adopt the Capital Plan

Interim Town Administrator Powers referred to the Article, what the Plan is based on and he reviewed the numbers.

Mr. MacAskill moved to accept, adopt and include in the Warrant the Capital Plan as presented, 2nd by Mr. Howell. Vote 5:0 in favor by roll call. Motion carried unanimously.

6. Article #22 Zoning Bylaw Amendment - Multi-Family

Interim Town Administrator Powers updated that the Finance Committee has not made a recommendation on this article as there will be a Public Hearing in September.

Mr. Howell commented that rather than going through 40B, this allows for a special permit hearing at the Planning Board, it provides safeguards, it will allow multi-family housing.

Mr. Howell moved to include Article #22 in the Warrant pending a recommendation subsequent to the public hearing, 2nd by Mr. MacAskill.

Mr. McManus had questions regarding minimal residential net floor area in different districts. He will write something that the Board can send for answers.

. Vote 5:0 in favor by roll call. Motion carried unanimously.

7. Article #24 Zoning Bylaw Amendment - Essential Services

Interim Town Administrator Powers updated that the Finance Committee recommended adopting this Article. The planning Board voted unanimously to approve this Article.

Mr. MacAskill moved to accept, adopt and include in the Warrant Zoning Bylaw Amendment - Essential Services, 2nd by Mr. Howell. Vote 5:0 in favor by roll call. Motion carried unanimously.

8. Article #25 (New) Wetlands Protection Bylaw Conservation Committee Article

Interim Town Administrator Powers noted that the Director is present. This Article has been added and aims to update portions of the Wetlands Protection Bylaw.

Amy Usowski Conservation Agent explained changes to the Bylaw, the goal is to protect smaller wetlands.

Mr. MacAskill asked the importance of having this on the Warrant at this Town Meeting. He sees this as controversial which is something they are trying to avoid.

Ms. Usowski replied that it's hard to tell if the 9 months to next Town Meeting would make a difference and she's hoping it wouldn't be too controversial. She offered to speak to it at Town Meeting.

Mr. Ballantine noted that in the past, to change a Bylaw there has been a specific public meeting and asked if that has happened on these items.

Ms. Usowski replied that yes, there was a meeting and it was advertised.

Mr. MacAskill asked Mr. DeCosta what further information the Finance Committee is waiting for to make a recommendation to Town Meeting

Mr. DeCosta replied that they got this and handed it out the same night that they had their final votes for the Warrant so they didn't have time to read it and understand it. He asked Ms. Usowski to supply the original so the Committee could see the specific amendments.

Mr. McManus commented that his concern is that damage could be done to the wetlands if this isn't passed.

Mr. Howell commented that they shouldn't put something to just a few weeks before Town Meeting, the public needs to be fully informed about what the amendment does. He suggested leaving it out and having it at Town meeting in 9 months.

Mr. McManus moved to place this in the Warrant. No 2nd

Mr. Usowski noted that this was fully vetted prior to COVID.

Mr. Ballantine noted that there is no 2nd and they will bring this back.

9. Article #39 Amend General Bylaws Chapter 8 Departmental Revolving Fund

Interim Town Administrator Powers noted that this was voted by the Finance Committee 8:0 and is now presented to the Board for determination.

Mr. Howell commented that if this is a good idea, it can wait until next Town Meeting in May next year, He anticipates getting bogged down in an argument as to why this is being added now.

Mr. Ballantine commented that more staff is needed to allow for time off etc.

Mr. MacAskill commented that if the Cemetery Commission needs more staffing, that's a discussion the Board should have instead of putting it into a Revolving Fund. They should be looking at the Revolving Fund to see what is being spent and where.

Mr. Howell moved to accept, adopt and include in the Warrant Amend General Bylaws Chapter 8 Departmental Revolving Fund (eliminating the one regarding part time staff)

Mr. McManus commented that as he read it, they would only be doing it for the cemetery and leave the other language in place. He noted that if they strip the wording for using the Revolving Fund for staff they would have to do it for all.

Mr. Howell noted that those numbers can fluctuate but staff salaries do not.

Mr. MacAskill noted the disagreements and asked the effect of leaving it all as is for the next 9 months so they can really go through it. There had previously been a brief discussion on Robin Kelley needing help and they had decided that there was a help and a support staff.

This is a longer conversation than they should have on Town Meeting floor.

Interim Town Administrator Powers replied that if they do not adopt or accept this Article, the present Bylaw would stand.

The Board decided to set this Article aside for further discussion.

10. Article #40 Revolving Fund Authorization

Interim Town Administrator Powers explained that the wording for Article #40 includes the spending limits and disposition which are identical to the past year with exception of the Middle School Cultural Center.

Mr. MacAskill moved to accept and adopt the Revolving Fund Authorization, 2nd by Mr. Howell. Vote 5:0 in favor by roll call. Motion carried unanimously.

Interim Town Administrator Powers notes that the next three are Petitioned Articles.

11. Article #44 Proposed Bylaw Amendment - Plastic Water Bottle Ban (Revised by adding on 0-8/28/2020 at 3:30PM)

Patrick Otton asked if there are questions about the Petition.

Mr. Ballantine asked why regulation is a better approach than education.

Sean Walsh replied and explained the negative effects of plastic on the environment.

Bonnie *(No last name given) also spoke regarding the negative effects of plastic.

Mr. MacAskill asked Mr. Otton if he has reached out to the business community to see what economic impacts this would have on their businesses and if he has any sense of what it would cost the Town of Harwich to police this.

Mr. Otton replied that cost to enforce would be the same as the plastic bag ban. He has not reached out to businesses and offered that they have options to plastic water bottles.

Mr. MacAskill questioned what would be next. Also commented that he participates in clean ups and spends time on the beach and doesn't see a lot of plastic water bottles. He asked if it stops here or goes to fishing line, scratch tickets etc.

Mr. Otton replied that he can't predict the future but this is to raise awareness and is a message to the economic society that we care about our health and environment. He notes the he does find plastic on the beach.

Mr. Ballantine asked what time frame, if this is passed, businesses have to make changes.

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Mr. Otton replied that if this is accepted it won't be in place until next year.

Mr. Howell noted that they are mandated to recycle the plastic to the extent they receive it, there is no market for it.

Mr. MacAskill commented that the businesses have been kicked enough and in the middle of a pandemic, the Municipal Bottle Ban is not being enforced. The school kids are given plastic water bottles every day when they pick up their lunches. To have this debate in the middle of a pandemic without reaching out to businesses on what it's going to cost them and kick them again is very short sighted.

Mr. Howell moved to support the Article, 2nd by Mr. Ford.

Vote: 3:2 by roll call. Motion carried.

12. Article #45 Rescission of 2019 Article #50 - Bylaw bans plastic containers (Revised by adding on 08/28/2020 at 3:30PM)

Mr. Howell moved to accept, adopt and included on the Warrant Article #45 with the recommendation that it is contingent on the passing of Article #44, 2nd by Mr. Ford

After discussion, Mr. Howell withdrew his motion and Mr. Ford withdrew his 2nd. No action was taken.

13. Article #46 Proposed Bylaw Amendment - Climate Policy (Revised by adding on 08/28/2020 at 3:30PM)

Mickey Kerns introduced Robin Lord to speak for Article #45

Robin Lord of the Climate Action Network asked the Board to support Article #46 which they intend to amend to say Climate Policy Resolution. She explained the difference and why they are in favor of this resolution. She has reached out to Michael Ford to ask the best way to amend this Article to a Resolution.

Interim Town Administrator Powers stated that the appropriate venue is the Moderator. It cannot be changed by the Petitioner or the Board here tonight,

Mr. Ballantine views this as more of a political statement than a Town Bylaw or Resolution and he will not support it.

Mr. Ford and Mr. McManus would support it as a Resolution.

The Board took no action.

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Mr. Howell moved to close the Warrant as voted, 2nd by Mr. McManus. Vote 5:0 in favor by roll call. Motion carried unanimously.

CONTRACTS

A. Discussion and possible vote - IT Support Service Contract Agreement between the Town of Harwich and Hub Technical Services, LLC - \$46,956.00

Mr. MacAskill moved to approve the Contract as presented, 2nd by Mr. Howell. Vote 5:0 in favor by roll call.

TOWN ADMINISTRATOR'S REPORT

A. Golf Now Contract

Interim Town Administrator Powers explained the contract and that Golf Now is an app. Carolyn Carey is asking for direction on reopening the fitness room and requesting a monthly membership instead of an annual membership.

Mr. MacAskill stated, that requires a Public Hearing because it is a fee change.

SELECTMEN'S REPORT

Mr. Howell asked if using reverse 911 would be a possibility to inform residents of the Town Meeting date and time because of the unusual circumstances.

Interim Town Administrator Powers noted that once the Warrant is printed they will be communicating the expectations of the voters that day as well as what they can expect when they arrive.

Mr. Howell moved to adjourn, 2nd by Mr. MacAskill. Vote 5:0 in favor by roll call. Motion carried unanimously.

Respectfully submitted,

Judith R. Moldstad
Recording Secretary

August 31, 2020

**MINUTES
SELECTMEN'S MEETING
TOWN HALL
GRIFFIN ROOM
MONDAY, SEPTEMBER 24, 2020
6:00PM EXECUTIVE SESSION
6:30PM REGULAR MEETING
REMOTE PARTICIPATION ONLY**

SELECTMEN PARTICIPATING: Larry Ballantine, Michael MacAskill, Stephen Ford, Edward McManus and Donald Howell

ALSO PARTICIPATING: Interim Town Administrator Powers

CALL TO ORDER:

Chairman Ballantine opened the Board of Selectmen's meeting for September 14, 2020 at 6:00PM. Mr. MacAskill moved to enter into Executive Session, 2nd by Mr. Howell. Vote 5:0 in favor. By roll call. Motion carried unanimously.

EXECUTIVE SESSION

- A. Pursuant to MGL c30A section 21(a) paragraph 2 to conduct strategy sessions for contract negotiations for non-union personnel - Finance Director and Chief of Police
- B. Pursuant to MGL c30A section 21 (a) paragraph 3 to conduct strategy sessions in Executive session for the purpose of discussing strategy concerning a potential agreement with non-union personnel

Mr. Ballantine reported that the items listed above were discussed. He reopened the meeting at 6:30PM and invited attendees to join him in the Pledge of Allegiance.

WEEKLY BRIEFING

- A. COVID-19 Updates

Meggan Eldredge Health Director updated with active cases and others being monitored in quarantine. Chatham is presently in the red which raises concerns about schools but all who are connected to the school have recovered.

Mr. McManus asked when they would be going back to recycling at the land fill.

Ms. Eldredge noted that Lincoln Hooper DPW Director has looked into it and what it cost the town.

Ginny Hewitt Library Director reported on the services they are offering and changes they have made to comply with restrictions. They will be opening to the public on September 29th and she

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described the process, restrictions and scheduling. She described programs they are offering virtually.

Interim Town Administrator Powers reported that they received notice from the ABCC regarding Phase 3 adjustments extending the outdoor seating time. This will be on the agenda in the fall.

B. Update on ongoing efforts by the Town in support of the business community

Cindy Williams Executive Director of the Chamber of Commerce reported new campaigns to help the businesses.

PUBLIC COMMENTS/ANNOUNCEMENTS

A. Announcement to the Assistance to Firefighters Grant Program Award

David LeBlanc Fire Chief announced that the grant they had applied for had been approved for SCBA, compressors and emergency packs. It is a lesser amount than originally quoted but they can cover the cost. This also means that it will be taken off the Capital Plan for next year. He added that last year was the first they had done the CPU Program for Medicaid Supplemental funding for the Ambulance. They did it again this year and received \$160,000 from Medicaid which goes into their ambulance receipts. They are trying to help out wherever they can. He stated that Craig Thornton has been promoted to Deputy, he has 22 years in and is the best choice for this position.

Craig Thornton is on the call.

All Board members offered their congratulations.

Mr. Ballantine mentioned an email sent to them from the Interim Town Administrator through Carole Coppola Finance Director and her team who were awarded a Certificate of Excellence and Financial Reporting from the Government Finance Officers Association. He acknowledged that this is quite an accomplishment and complimented Ms. Coppola on a great job. Also they received a letter from the Harwich Garden Club profusely thanking the DPW and the Water Department for bringing them through some drought areas and Garden Club activities saying they saved their day. All the Garden Club's hard work is appreciated by all. Mr. Ballantine described his day with a flat tire, the events and offers for help from a number of people and emphasized what it's like to live in Harwich.

Mr. MacAskill offered a story of seeing a couple often, picking up trash on the side of the road. He offered his thanks to whoever they are and felt they deserved recognition.

PUBLIC HEARINGS/PRESENTATIONS

A. Discussion for Town of Harwich to participate in the Massachusetts Commercial Property assessed Clean Energy Program - PACE Massachusetts

Interim Town Administrator Powers noted that representatives from PACE are on the call.

A number of people on the call were there to discuss the Rooftop Solar Agreement and they were informed that it will not be discussed this evening but is scheduled for September 21st.

No representatives from PACE were on the call. The Board will move on and come back to this if they join the call.

CONSENT AGENDA

- A. Vote to approve the Caleb Chase Fund request in the amount of \$1,000
- B. Vote to accept a gift in the amount of \$10,750 from Ora Gaylord Arooth Trust to the Community Center
- C. Vote to approve the Interim Town Administrator's recommendation to grant permission request of NSTAR/Eversource for the purpose of the installing approximately 66' +/- of conduit under a town road to provide electrical service to customer at 39 Need Road
- D. Vote to approve the Interim Town Administrator's recommendation to grant permission request of NSTAR/Eversource for the purpose of the installing approximately 40' +/- of conduit under a town road to provide electrical service to customer at 2 Mockingbird Lane
- E. Vote to accept the donation of a memorial bench that will be placed at Merkel Beach

Mr. MacAskill moved to approve the Consent Agenda as presented, 2nd by Mr. Howell

Mr. MacAskill noted that on "E" the recommendation was made by Amy Usowski Conservation Agent and that the bench be put at her recommendation, choice 3 at Merkel, otherwise it comes back before the Board.

Mr. McManus asked if the bench has arms.

Mr. Ballantine replied, yes.

Vote 5:0 in favor by roll call. Motion carried unanimously.

Charleen Greenhalgh Town Planner spoke and noted that Wendy O'Malley is now on the line.

Interim Town Administrator Powers noted that the presentation would be on the screen for Wendy O'Malley of PACE

Wendy Lee O'Malley Vice President and Program Manager for PACE from Mass Development is here to present the new PACE Massachusetts Program. She explained what the PACE Program is, how it works and the benefits.

Mr. McManus asked what the payback period length would be.

Ms. O'Malley replied up to 20 years or the longest useful life of the energy measures that are included in the project.

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Mr. MacAskill noted that it is a new program, only 21 communities out of 351 and he asked how Harwich came up on the list as next.

Ms. O'Malley replied that the Regional Business Development Manager looked into communities in Southeastern Mass that have commercial and industrial properties that could benefit from this program. They started the effort in 2019.

Interim Town Administrator Powers commented that the hope tonight is that after the presentation the Board would take it under advisement, if there is interest he will work with council on the agreement they provided.

Mr. Howell asked if Ms. O'Malley would mention what the eligible properties are for people listening.

Ms. O'Malley described the categories of properties that are eligible and are not eligible.

Mr. Howell asked, regarding 501C3's and the lack of a tax bill.

Ms. O'Malley explained the process regarding 501C3s

Mr. McManus noted that a number of nonprofits have pilot agreements with the town and asked if they would qualify.

Ms. O'Malley replied that it would if that payment allowed to have a tax bill issued.

Mr. Ballantine suggested that he would like to see a survey of the number and types of properties they might have that might be eligible. He would like some reassurance, before the Board spends a lot of time on this that it is something the town could use.

There were more questions and answers regarding different scenarios that could occur.

Charleen Greenhalgh Town Planner spoke in favor of this plan. It's unsure how many properties in Harwich can benefit but even one is a win-win for the business and the community.

NEW BUSINESS

B. Minutes for Approvals

1. June 22, 2020
2. June 29, 2020

Mr. MacAskill moved to approve the minutes for June 22, 2020 and June 29, 2020, 2nd by Mr. Howell.

Mr. MacAskill commended Lisa Schwab on her detailed minutes.

Vote 5:0 in favor by roll call. Motion carried unanimously.

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C. Discussion and possible vote for storm water permit application and fee structure.

Mr. MacAskill asked if a public hearing would be needed if they are establishing a fee structure.

Interim Town Administrator Powers thinks they do need a public hearing.

Mr. MacAskill commented that the application speaks for itself and he would take Griffin Ryder's recommendation on the fee structure

Griffin Ryder Town Engineer explained the circumstances that require this local permit. The meat of it is in the forms and plan that is submitted with the application. There is no specific deadline on this.

D. Vote to approve Common Victualler's License - Cape Roots Market & Cafe - 557 Route 28, Harwich Port

Mr. MacAskill moved to approve the Common Victualler's License as presented, 2nd by Mr. Howell. Vote 5:0 in favor by roll call. Motion carried unanimously,

E. Review the logistics plan for Annual Town Meeting.

Interim Town Administrator Powers commented that there are updates on the logistics plan. Both the Health Director and Town Engineer are present on the call. He shared a screen with the layout of the football stadium and the narrative for the general public.

Griffin Ryder Town Engineer commented that the design is evolving as more details are added and they figure out the logistics. He described what they were seeing on the screen including some changes, the flow of people entering and registering, the flow for exiting and all precautions to keep people safe.

Meggan Eldredge Health Director noted the Board of Health's emergency order for face coverings and amended it to include the grounds of Town Meeting. She described acceptable face coverings. People exempt because of health reasons have to identify themselves. She described the registration process for them. There will be social distancing for everyone. Also described is the flow for those using a microphone or a restroom, following the arrows on the chart. Masks can be removed while seated but put back on to move around.

Interim Town Administrator Powers added where they will be suggesting people park and enter the stadium to register before being seated. All of this will be communicated to the public.

Mr. Howell commended everyone involved in putting this together. He suggested adding some wording to the directive regarding signing in.

Interim Town Administrator Powers replied that there will be signage and a tent that'll draw everyone to where they want to go to check in. Also the CERT team has been fantastic.

Mr. Ford asked what the distance is between seats.

Mr. Ryder replied that there are clusters of single and double seats. The circumference around each is a 6 foot radius. There is also a 2 foot aisle.

Mr. Ford commented that a lot of people won't be happy that masks are removed after people are seated.

Mr. McManus noted that the bleachers are identified as non-resident and Town Staff. Staff can sit in the voter's section. Also he noted that Ms. Eldredge had made reference to being a taxpayer. He stated that you don't have to be a taxpayer in town to be a voter at Town Meeting. He also asked if they had given consideration to setting up an area for bicycle parking.

Interim Town Administrator Powers replied that there is bicycle parking available throughout the area.

Mr. MacAskill echoed Mr. Howell's comments about thanking everybody involved, it is very detailed. He suggested they add one seat for Town Council. He asked if anyone had reached out to the school about moving the buses. He suggested where they could be temporarily parked.

Interim Town Administrator Powers has a call set up with the Superintendent for that discussion. He's hoping they will move the buses to the other side of the high school.

Mr. McManus noted that during Cranberry Festival the Superintendent had no problem moving the buses to Chatham.

Interim Town Administrator Powers asked to hold the next 2 items, E. and F. Council is getting final comments to him. Item F related to the rooftop solar array was confirmed for him by council working with the Finance council that the drop dead date is September 22nd so it will be finalized by the 21st.

Mr. Ryder noted that they received the last piece of that today and he will transmit it tomorrow.

Mr. MacAskill is interested to see what the benefit to the town would be and what the deal looks like.

H. Discussion and possible vote to approve the CARES Act Form

Interim Town Administrator Powers noted that the Finance Director has collated everything for FY2020 for submission before September 25th. What is in the packet has been confirmed as what is in the computer. If the Board would have vote approval of the chair to permit this, it can be sent through his computer and that will then be sent. There are concurrent submittals to both FEMA and the CARES Act. This is the reimbursement the town is seeking.

Mr. Howell asked if there was no one at all in the Police or Fire Departments who got sick and they had to call in overtime to replace because there is a zero there.

September 14, 2020

Interim Town Administrator Powers replied, not as it relates to COVID.

Mr. MacAskill confirmed that bathroom cleaning and laptops fit into FY2021.

Mr. MacAskill moved to approve the CARES Act Form for submittal as presented, 2nd by Mr. Ford.

Mr. McManus asked if the total is \$49,485.

Interim Town Administrator Powers replied with the number of eligible and non-eligible, the percentages and the totals.

Mr. MacAskill added \$49,485 to his motion, 2nd by Mr. Ford

Mr. McManus noted that the difference from the total and that amount will come from FEMA

Vote 5:0 in favor by roll call. Motion carried unanimously.

TOWN ADMINISTRATOR'S REPORT

Interim Town Administrator Powers noted the Golf Department and Harbormaster's reports. Regarding the golf course, he went to the golf course and saw a full parking lot, people had on masks and were social distancing. The course was in remarkable condition. He feels that criticisms are off the mark. The USGA has done an evaluation and Cranberry Valley got glowing reviews. He noted that it's a municipal golf course. It looks and plays like a private course but its municipal and they should be proud of it.

Mr. Ballantine commented that he has talked to people who play golf at Cranberry and they all say they can't believe there's anyone criticizing the golf course.

Mr. MacAskill agrees but also feels they owe it to the few who are writing and emailing constantly to have the Golf Committee meet and go over the criticisms and give the Board a report.

SELECTMEN'S REPORT

Mr. Howell reported that the representative to the Clean Water Management Board where that rooms tax allocated specifically for remediation projects, are trying to figure out a fair and equitable way of distributing. He will be forwarding the information for the packet so they can all have an idea of what he should advocate. It will be going to the Management Board and has not yet been approved.

Mr. Ballantine reminded everyone about Town Meeting coming up and he thinks they'll far exceed the 150 for a quorum.

September 14, 2020

Mr. MacAskill moved to adjourn, 2nd by Mr. Ford. Vote 5:0 in favor by roll call. Motion carried unanimously.

Respectfully submitted,

Judith R. Moldstad
Recording Secretary

DRAFT

September 14, 2020

**MINUTES
SELECTMEN'S MEETING
TOWN HALL
MONDAY, OCTOBER 5, 2020
6:00 P.M. - EXECUTIVE SESSION
6:30 P.M. - REGULAR MEETING
REMOTE PARTICIPATION ONLY**

SELECTMEN PARTICIPATING: Larry Ballantine, Michael MacAskill, Ed McManus, Donald Howell & Stephen Ford

ALSO PARTICIPATING: Interim Town Administrator Joseph Powers

CALL TO ORDER

Mr. Ballantine called the meeting to order at 6:00 to begin with Executive Session.

EXECUTIVE SESSION

- A. Pursuant to M.G.L. c. 30A section 21 (a) paragraph 3 to discuss with respect to collective bargaining for Harwich Employees Association (HEA) and the Highways and Maintenance Employees Association (HMEA) if an open session would have a detrimental effect on the town's bargaining position and the Chair so declares
- B. Pursuant to M.G.L. c. 30A section 21 (a) paragraph 2 to conduct strategy sessions for contract negotiations for nonunion personnel – Personnel Bylaw Employees
- C. Pursuant to M.G.L. c. 30A section 21 (a) paragraph 2 to conduct strategy sessions for contract negotiations for nonunion personnel – Finance Director/Town Accountant and Chief of Police

Mr. Ballantine called the meeting back to order following executive session. He reported that there will be follow up discussions on the items listed.

WEEKLY BRIEFING

- A. COVID-19 Updates

Mr. Powers reported that Governor Baker has announced that we are now in phase 3 step 2 of the re-opening plan. Harwich is currently a low risk community. There is a call scheduled for tomorrow afternoon with the Baker Administration for additional follow up. The Board will be talking about the action that was taken by Governor Baker a few weeks ago that ties into working with establishments after November 1 to find ways that we can support them for outdoor seating if they choose to offer it for the remainder of the emergency.

- B. Update on ongoing efforts by the Town in support of the business community

Harwich Chamber of Commerce Executive Director Cyndi Williams was present and stated that as we are heading into Columbus Day weekend, businesses are still operating in their typical new normal. Hotels and inns are still open.

- C. Discuss impacts of transitioning to COVID-19 guidance Phase III Step II

PUBLIC COMMENTS/ANNOUNCEMENTS

No public comments/announcements were heard.

CONSENT AGENDA

- A. Vote to accept the resignation from Laurinda Raquel – Harwich Cultural Council
- B. Vote to affirm the appointment of Larry Brutti – Waterways Committee – Full position, term to expire 2021
- C. Vote to affirm the appointment of Kent Drushella – Waterways Committee – Full position, term to expire 2022
- D. Vote to affirm the appointment Robert Thompson – Cemetery Commission – Full position, term to expire 2022
- E. Vote to affirm the appointment of Sharon Moore – Cultural Council – Full position, term to expire 2023
- F. Vote to affirm the appointment of Peter Hollis – Cultural Council – Full position, term to expire 2022

Mr. MacAskill moved to approve the consent agenda as listed, 2nd by Mr. McManus. The vote was 5-0-0 with Mr. Ballantine, Mr. MacAskill, Mr. McManus, Mr. Ford & Mr. Howell all voting aye by roll call.

NEW BUSINESS

- A. Discussion on potential automatic 60 day extension of outdoor table service and on premise consumption of alcohol to all establishments that have been previously approved

Mr. Powers stated that this is meant to be a preliminary discussion relative to the information release back on September 11, 2020 from the ABCC regarding the extension of allowance of outdoor table service. Mr. Powers reviewed the document that was provided. He is looking for input from the Board. The local licensing authority may issue extensions automatically or may do so upon request from an individual licensee. The local licensing authority also may modify any previous approvals as they seem appropriate. Mr. Powers has scheduled this to come back at the October 19 meeting for a final recommendation. He asked if the Board would like to see a policy that is all encompassing or hear the requests license by license.

Mr. MacAskill suggested supporting automatic renewals. He would like to move as quickly as possible to benefit the establishments.

Mr. Powers added that he would need to work with departments and have discussions with establishments about snow removal and other certain emergencies with respect to outdoor seating.

Mr. McManus said that he would not have a problem doing a blanket extension for 60 days beyond the end of the state of emergency.

Mr. Ford stated that the only issue that he would have in doing a blanket extension is that there have been a couple of businesses that have had problems stem from outside seating and that he continues to receive complaints. Mr. Ballantine commented that we could handle those extensions through separate actions.

Mr. Powers suggested that if the Board decided to do a case by case approval, you could factor in concerns of conduct of the operation as it relates to outdoor seating going through the winter.

Mr. Howell questioned the difference between tents that have 4 drop sides of impervious plastic versus the dining room in the building for the purposes of air circulation. Mr. Powers responded that he is not aware that establishments are allowed to put all 4 sides of the tent down.

Mr. MacAskill asked that the Board wait for Mr. Powers to come back to them with additional information before making a final decision, but that the Board supports the extension.

Ms. Williams added that she would like to contact restaurants who have tents and see who might be staying open with outdoor seating. She suggested having a continued discussion on the 19th.

The Board and Mr. Powers had a brief discussion on snow removal responsibilities.

Mr. Powers stated that he intends to bring back a fully vetted proposal to the Board at their meeting on the 19th.

- B. Discussion and possible vote to approve a Hawkers & Peddlers license for Pilgrim Lodge to sell Christmas Trees and waive associated \$60.00 fee.

Mr. McManus moved to approve a Hawkers & Peddlers license for Pilgrim Lodge to sell Christmas trees and waive the associated \$60.00 fee, 2nd by Mr. Howell.

Mr. MacAskill stated that he is not in support of waiving the application fee. He does not feel that the \$60.00 fee poses a financial hardship to the lodge. The fee covers staff time to put the permit together. He added that given the financial state of the town, we should not be making any statement to waive fees at this time.

Mr. Howell stated that he would be willing to contribute \$20.00 from the Board to do this, which would still be paying the fee.

Mr. McManus said that having sold trees before, \$60.00 is the profit on 2-6' trees. He agreed with Mr. MacAskill's comments.

Mr. McManus moved to withdraw his approval of the fee waiver, 2nd by Mr. Howell.

Mr. Manus moved to approve a Hawkers & Peddlers license for Pilgrim Lodge to sell Christmas trees and to not waive the associated \$60.00 fee, 2nd by Mr. Howell. The vote was 5-0-0 with Mr. Ballantine, Mr. MacAskill, Mr. Howell, Mr. McManus & Mr. Ford all voting aye by roll call.

Mr. Powers added that there will be a notation on the permit from the Health Director that COVID-19 standards for retail would apply to the license.

- C. Review draft FY 2022 Budget/Warrant timeline

Mr. Powers walked the Board through his review of the budget/warrant timeline.

Mr. Howell commented that historically, the Board has had a joint meeting with the Finance Committee where the employees could come in and advocate why a budget item might be worthwhile or not. This meeting has always been held in early February. Mr. Howell would like to see the meeting happen prior to February 22.

Mr. McManus would like to add December 7 to begin preliminary review of articles. He would also like for the Board to review town sponsored articles ahead of time so that any issues can be rectified before the deadline comes and someone finds that something is missing.

Mr. MacAskill asked if it would make sense to have a Saturday meeting or to bring in department heads earlier in the process and then re-vote if necessary before the final budget goes to the Finance Committee. Mr. Howell commented that there was a period of time where the Board had major departments come in as part of the agenda discussions.

Mr. Ballantine suggested if we do these discussions at a regular meeting, they should be joint meetings with the Finance Committee and department heads. He hopes to have good discussions up front and have department heads present their case and for the Board to be able to give them guidance.

Finance Committee Chair Jon Chorey was present remotely.

Mr. Powers stated that the charter requires the Finance Committee to have at least one public hearing and he went on to review the deadline requirements. He added that he will work through the timeline, make edits and bring this back to the Board.

D. Discuss Board of Selectmen goals for FY 2021

Mr. Ballantine stated that what was put in the packet were the goals from last year. He asked his fellow Board members to review the goals, commenting that they don't change that much from year to year. Mr. Ballantine stated that members should send him their comments and that he can bring back a revised document for next week's meeting.

On goal # 3 regarding regional wastewater, Mr. MacAskill stated that he would like to have a more robust conversation before he would vote to make it a goal.

E. Discuss FY 2022 Financial assessment year to date Charter Section 9-2-1

Mr. Powers stated that he has heard reference to this as a 5-year plan. The charter speaks to the financial assessment of where we are as a town. He feels that we have a real sense of the assessment and that he can validate it with the Finance Director who can provide a more in depth discussion of some of the assessments.

Mr. Howell commented that every year we have had the 5-year plan and that we always wind up having a hard time on year 3 or 4 and have to have the discussion that the revenues aren't there for projected growth. He feels that 5 years might be over doing it and suggested that 3 years might be better.

Mr. MacAskill stated that he would like to hear from the Finance Director. While he feels that the 5-year plan was useless, Mr. MacAskill does still want to do some forecasting for the future.

Mr. McManus stated that it is true that in the later portion of the 5-year plan, it does look like the town is running into trouble. He has never known any of the 5-year plans to show that the 1st and 2nd years are full of light. We have always made changes or accommodations in the earlier years to lessen the burden on what will happen in the next year.

Mr. Ford stated that he would be inclined to shrink it down to the 3-year plan, but would also like to hear from the Finance Director.

F. Review draft Board of Selectmen Budget Message Charter Section 9-2-2

Mr. Ballantine stated that the Board has talked at almost every meeting regarding the difficulties that we are seeing with the 5-year budget, even without COVID, adding that we need to be careful with expectations given decreased revenue.

Mr. MacAskill apologized for not doing so yet, but would like the opportunity to send Mr. Ballantine his comments. He thinks that a more responsible statement would be to bring a budget of no more than 2%. The Board should acknowledge that year 2 after the pandemic could be worse than year 1 and that the budget message needs to be stronger than it has even been.

Mr. McManus asked to have information regarding bonding for current projects fact checked with the Finance Director.

Mr. Howell stated that the Board really needs to hold the line at 2% with the budget but also needs to recognize that there are some lingering items that will be greater than the 2 ½ number.

Mr. McManus stated that in the coming year, the Board should look to keep current with the capital items, especially the ones relating to maintenance or repair of existing capital stock.

Mr. Chorey asked if there is an estimate of what projected capital items are for next year. Mr. Powers responded that the requested information will be coming in the next month and that he has a meeting scheduled with the Capital Outlay Chair.

G. Discussion – Board of Health Sewer Regulation Amendments

Mr. Ballantine stated that 2 years ago, the Board of health voted to allow for homeowners to have 2 years to connect into the sewer from when they receive their order letter. The thought behind the vote was that given the limited number of contractors and the amount of work, it might be difficult to comply with the 1 year deadline. While the Board of Health took that action, the Selectmen never took the time to have a reaction to see if they would be amenable to going along with the decision. The Board of Health also recommends that a Registered Sanitarian be able to design the connection, but that we are still tied into the Chatham Inter Municipal Agreement. So far, Chatham has refused to amend the agreement.

While Mr. Howell understands that Chatham has specific language in their contract, he is not sure why they can dictate who does the sewer work in Harwich.

Mr. Ballantine suggested taking action and waiting to see what Chatham's reaction might be.

Mr. McManus commented that he is not sure why we would require anything more than a plumber to make the connections.

Mr. MacAskill gave his support in allowing the homeowners 2 years to connect. He asked if we have any idea what a 2-year connection timeline would cost and what our obligation is to pay Chatham every year, wondering if we would be putting ourselves in a whole by allowing 2 years. Mr. Ballantine responded that he is not sure that it would make a difference but that he could get more information and report back.

Mr. Howell feels that there doesn't seem to be any process in allowing for an extra year. While it is a commendable thought to give people more time, Mr. Howell doesn't see that it is based on any real hardship. Mr. Ballantine responded that the decision was based on the assumption that there would not be enough contractors to get the connections done in the 1-year timeline. Mr. Howell requested to see additional information.

Mr. MacAskill would like to have an idea of how many houses are anticipated to hook up.

H. Vote to approve Board of Selectmen Minutes

Mr. Powers noted that November 5, 2019 should really be November 4, 2019.

1. November 5, 2019

Mr. MacAskill moved to approve the minutes of the November 4, 2019 meeting, 2nd by Mr. Howell. The vote was 5-0-0 with Mr. Ballantine, Mr. MacAskill, Mr. Howell, Mr. McManus & Mr. Ford all voting aye by roll call.

2. November 12, 2019

Mr. MacAskill moved to approve the minutes of the November 12, 2019 meeting, 2nd by Mr. Howell. The vote was 5-0-0 with Mr. Ballantine, Mr. MacAskill, Mr. Howell, Mr. McManus & Mr. Ford all voting aye by roll call.

3. November 18, 2019

Mr. MacAskill moved to approve the minutes of the November 18, 2019 meeting as amended, 2nd by Mr. Howell. The vote was 5-0-0 with Mr. Ballantine, Mr. MacAskill, Mr. Howell, Mr. McManus & Mr. Ford all voting aye by roll call.

4. November 25, 2019

Mr. MacAskill moved to approve the minutes of the November 25, 2019 meeting, 2nd by Mr. Howell. The vote was 5-0-0 with Mr. Ballantine, Mr. MacAskill, Mr. Howell, Mr. McManus & Mr. Ford all voting aye by roll call.

- I. Discussion and possible vote on the goals and objectives for the Interim Town Administrator

Mr. Ballantine thanked Mr. Ford for working on this. Mr. Powers thanked Mr. Ford as well, adding that this is a tool that is familiar to him and is very well laid out as to how the goals are developed.

Mr. Powers explained how he wants to incorporate the Board of Selectmen draft goals and that he had some initial questions. Each of the goals that the Board sees comes out of the profile that was used for the search of the Town Administrator.

The Board and Mr. Powers had a back and forth discussion on the draft goals as presented in the packet.

Mr. MacAskill suggested that any Board comments be sent to Mr. Ballantine. He can revise the document and send it back to the Board for further review.

Mr. Ford stated that the intent behind the policy or objectives is to drive what the individual is supposed to accomplish.

Mr. McManus said that some of the goals and objectives will also define what some of our committees do. He added the term tax rate is used in correctly and that it should be tax levy.

Mr. Howell commented that the Board cannot give the Town Administrator a goal that the Board doesn't have. Mr. Ballantine agreed. Mr. Powers added that he would find it helpful that when the Board finishes outlining their goals for the year, that they are tied back into his goal document. He would not object to an additional week to work on this.

The board went on to have a brief discussion on the goals and deliverables and performance rating.

- J. Discussion and possible vote to establish the Town of Harwich delegation to the Cape Cod Climate Action Plan Stakeholders meeting – October 14, 2020

Mr. Powers reviewed the request that is being made.

Mr. MacAskill moved to nominate Ed McManus as Town of Harwich delegation to the Cape Cod Climate Action Plan Stakeholders meeting to be held on October 14, 2020, 2nd by Mr. Howell. The vote was 5-0-0 with Mr. Ballantine, Mr. MacAskill, Mr. Howell, Mr. McManus & Mr. Ford all voting aye by roll call.

- K. Discussion and Possible Vote on the Cape Light Compact Municipal Power Supply Request for Proposal

Mr. Powers reviewed the request that is being made, adding that he does not see a downside to moving forward. This would be an effort for someone to represent the Town in the RFP process and that there is always the option to bow out.

Mr. Howell questioned to what extent are we pre-obligating ourselves.

Mr. McManus moved that the Board of Selectmen agree to be part of the process for the Cape Light Compact Municipal Power Supply request for proposal that authority the Chair and Town Administration to sign the document, 2nd by Mr. Howell. The vote was 3-1-1 with Mr. Ford, Mr. Ballantine and Mr. McManus voting aye, Mr. MacAskill voting nay and Mr. Howell abstaining.

OLD BUSINESS

- A. Affirm the contract for the Finance Director/Town Accountant
- B. Affirm the contract for the Chief of Police

No action was taken.

CONTRACTS

Mr. Powers noted that his cover letter is not present in the packet. Mr. Howell urged that no matter when the contracts are approved, that there be a contract approval in writing for the file.

- A. Discussion and possible vote for the Board of Selectmen to execute a contract with T.W. Nickerson for brush grinding at the Transfer Station - \$29,500

Mr. MacAskill moved to execute a contract with T.W. Nickerson for brush grinding at the Transfer Station in the amount of \$29,500, 2nd by Mr. Ford. The vote was 5-0-0 with Mr. Ballantine, Mr. MacAskill, Mr. Howell, Mr. McManus & Mr. Ford all voting aye by roll call.

- B. Discussion and possible vote for the Board of Selectmen to execute a contract with Rotary Lift for the purchase of a Mobile Lift System - \$73,624.91

Mr. MacAskill moved to execute a contract with Rotary Lift for the purchase of a mobile lift system in the amount of \$73,624.91, 2nd by r. Ford. The vote was 5-0-0 with Mr. Ballantine, Mr. MacAskill, Mr. Howell, Mr. McManus & Mr. Ford all voting aye by roll call.

- C. Discussion and possible consent vote to support the Golf Course Maintenance Equipment Lease for approximately \$96,681.08

Mr. MacAskill moved to support the Golf Course Maintenance Equipment Lease for approximately \$96,681.08, 2nd by Mr. Howell. The vote was 5-0-0 with Mr. Ballantine, Mr. MacAskill, Mr. Howell, Mr. McManus & Mr. Ford all voting aye by roll call.

- D. Discussion and possible consent vote to support the Sewer Construction Phase 2 Contract 1 Robert B. Our request for change 015R2 for approximately \$90,939.53

Mr. MacAskill moved to support the Sewer Construction Phase 2 Contract 1 Robert B. Our request for change 015R2 for approximately \$90,939.53, 2nd by Mr. Howell. The vote was 5-0-0 with Mr. Ballantine, Mr. MacAskill, Mr. Howell, Mr. McManus & Mr. Ford all voting aye by roll call.

- E. Discussion and possible vote for Catch Basin Replacement and Drainage Infrastructure Installation (Unit Price Work) Contract Extension for one year - \$394,200 Expiring October 1, 2021

Mr. MacAskill moved to approve the Catch Basin Replacement and Drainage Infrastructure Installation (Unit Price Work) Contract Extension for one year - \$394,200 expiring October 1, 2021. The vote was 5-0-0 with Mr. Ballantine, Mr. MacAskill, Mr. Howell, Mr. McManus & Mr. Ford all voting aye by roll call.

TOWN ADMINISTRATOR'S REPORT

Mr. Powers reviewed the information he found regarding the West Harwich School House. The information was found from a 2017 Town Meeting article. He added that DPW will be taking measures to put a temporary repair on the roof.

Mr. MacAskill requested a discussion/agenda item for further discussion on this.

Mr. Powers reported that there is a new Executive Assistant in the Building Department. He also required that the Town Clerk has also filled the Executive Assistant position in her office. The DPW is bringing in a tractor trailer operator and the Water Department will be hiring a water technician.

SELECTMEN'S REPORT

Mr. Howell reported that there is going to be a virtual meeting on Wednesday afternoon for the Barnstable County Waste Water Management Board.

ADJOURN

Mr. MacAskill moved to adjourn the meeting of the Board of Selectmen, 2nd by Mr. Howell. The vote was 5-0-0 with Mr. Ballantine, Mr. MacAskill, Mr. Howell, Mr. McManus & Mr. Ford all voting aye by roll call.

Respectfully submitted,
Jennifer Clarke
Recording Secretary

**MINUTES
SELECTMEN'S MEETING
TOWN HALL
MONDAY, OCTOBER 13, 2020
6:30 P.M. - REGULAR MEETING
REMOTE PARTICIPATION ONLY**

SELECTMEN PARTICIPATING: Larry Ballantine, Michael MacAskill, Ed McManus, Donald Howell & Stephen Ford (via phone)

ALSO PARTICIPATING: Interim Town Administration Joseph Powers

CALL TO ORDER

Mr. Ballantine called the meeting to order at 6:30 p.m.

WEEKLY BRIEFING

A. COVID-19 Updates

Health Director Meggan Eldredge was present. Since the packet information was put out, we have had one more additional positive case which brings our total count up to 162. Harwich is currently following 6 active cases and we are at a 2.3% positivity rate. We are seeing increased case numbers across the Commonwealth. The Health Department has received a few inquiries regarding Halloween guidance. At this time, it is recommended to not go door to door if at all possible and also try to avoid any indoor gatherings. Some communities, including the Harwich Community Center will be offering drive-thru trick or treating with wrapped treats.

The Health Department will be holding a drive-thru public flu clinic on October 20 from 2:00-5:00 at the Community Center. Pre-registration is required by emailing the Health Department at health@town.harwich.ma.us or calling 509-430-7509. The clinic will be open to all Harwich residents age 6 months and older. Unfortunately, due to high demand, the senior high dose vaccine will not be available.

Mr. Powers complimented Ms. Eldredge, the Health Department and the CERT team members from Barnstable County on a job well done.

B. Update on ongoing efforts by the Town in support of the business community

Mr. Powers and Ms. Williams will be meeting tomorrow to have discussions about the extension of outdoor table service.

Harwich Chamber of Commerce Executive Director Cyndi Williams was present and noted that we have seen a slight decline in the number of people in town, but the weather has remained suitable. She will be bringing back information next week on upcoming holiday events.

PUBLIC COMMENTS/ANNOUNCEMENTS

No public comments/announcements were heard.

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

- A. Discussion and possible vote - Review the implementation of a proposed fee structure associated with the Local Stormwater Permit under the Town of Harwich Comprehensive Stormwater and Illicit Discharge Regulations

Town Engineer Griffin Ryder was present remotely.

Mr. MacAskill moved that the Board open the public hearing to review the implementation of a proposed fee structure associated with the Local Stormwater Permit under the Town of Harwich Comprehensive Stormwater and Illicit Discharge Regulations, 2nd by Mr. Howell. The vote was 5-0-0 with Mr. MacAskill, Mr. Ballantine, Mr. Howell, Mr. McManus & Mr. Ford all voting aye by roll call.

Mr. Ryder provided the Board with a layout of the new fee structure as follows: Area of Land Disturbance Permit Application Fee ≥ 1 acre and < 2 acres \$300.00 ≥ 2 acres and < 3 acres \$600.00 ≥ 3 acres and < 4 acres \$900.00 ≥ 4 acres TBD. In October 2018, the Board adopted the Storm Water Regulations which is an Environmental Protection Agency mandated program that is aimed at cleaning up storm water. Mr. Ryder commented that it is a very simple permit application. Once an application has been filed, the town will notify the abutters via first class mail. He added that there are not a lot of projects in town that would trigger this.

No public comment was heard.

Mr. MacAskill moved to close the public hearing, 2nd by Mr. Howell. The vote was 5-0-0 with Mr. MacAskill, Mr. Ballantine, Mr. Howell, Mr. McManus & Mr. Ford all voting aye by roll call.

Mr. MacAskill asked how Mr. Griffin arrived at his proposed costs. Mr. Ryder responded that the former Town Engineer had started this project and this was the fee structure that was already laid out. Mr. Griffin added that the fees are on the low end and that he supports the fee structure as presented.

Mr. MacAskill moved to approve the fee structure associated with the Local Stormwater Permit under the Town of Harwich Comprehensive Stormwater and Illicit Discharge Regulations as presented, 2nd by Mr. Howell. The vote was 5-0-0 with Mr. MacAskill, Mr. Ballantine, Mr. Howell, Mr. McManus & Mr. Ford all voting aye by roll call.

The Board had a discussion on public hearings versus public meetings.

B. Bikeways Committee Presentation to the Board of Selectmen

Bikeways Committee Chair Fran Salewski was present and reviewed the report that was provided in the packet.

Mr. Ballantine asked if the wooden fence project request was going to be submitted to the Community Preservation Committee. Mr. Salewski responded that they would not be submitting to CPC and that it is in the Highway's plan/budget.

Mr. MacAskill and Mr. McManus thanked the committee for all of the work that they do.

NEW BUSINESS

- A. Discussion and possible vote – Amend the Policy for Approval of Municipal Contracts to a \$50,000 threshold

Mr. Powers stated that this request is for the Board to consider amending their policy for approval of municipal contracts up to a \$50,000 threshold. He is asking that the Board return to the level of \$50,000 or less to help expedite procurement. 90-95% of the procurement that we do is under Chapter 30B which is the simplest structure. The vast majority falls under \$50,000 with many projects being under \$30,000.

Mr. Howell commented that if we are going to amend the policy at all, that we should strike the School Department and make it the Water/Wastewater Department.

Mr. MacAskill noted that we have done a much better job on procurement with this administration than the previous. At the last meeting, Mr. MacAskill asked about a procurement checklist and hopes that his request will be supported. He asked if Mr. Powers is a Massachusetts Certified Procurement Officer. Mr. Powers responded that at present, he is not. He had been previously signed up for the classes, but due to a family issue, he was not able to proceed with the classes. He is now signed up to take the classes in November. Mr. Powers reviewed the certification requirements and added that the town has one Certified Procurement Officer.

Mr. MacAskill asked if the town has submitted any delegation forms with the Inspector General's Office. Mr. Powers responded that none have been filed since the previous Town Administrator left, but that he would follow up and report back.

Given the way that things are going, Mr. MacAskill stated that he would likely support a \$50,000 contract amount. Since the Board meets weekly, he is not sure that it would make sense to change the policy. He added that the Board should be aware of any contracts, especially with the pandemic.

Mr. Ballantine stated that he would support the request along with a commitment from Mr. Powers that he keep the Board informed.

Mr. Howell feels that if we approve this kind of authority and the Board finds that we are not getting the information in a timely manner, that the policy can be modified again.

Mr. McManus commented that most of the items that we are purchasing are things that were approved or appropriated through an article at Town Meeting. He would be hesitant to add in any steps to slow down the process. He added that a lot of procurements are off of the State or County bid list and that the prices are pre-set.

Mr. Ford stated that this would be a good way to streamline the process and agreed with Mr. Howell that if we start seeing issues, we can pull back.

Mr. Howell moved to amend the Policy for Approval of Municipal Contracts from \$50,000 to \$30,000 for scheduled procurements, 2nd by Mr. Ford. The vote was 4-1-0 with Mr. Ballantine, Mr. Howell, Mr. McManus & Mr. Ford voting aye and Mr. MacAskill voting nay by roll call.

A. Discussion and possible vote – Personnel By-law Compensation Plan update for FY 2021

Mr. Powers presented the Board with a draft of the updated non-union compensation plan and stated that he is asking that the Board not take any action tonight as he was not able to meet with the Finance Director until late this afternoon.

Mr. McManus commented that in the past, when the Board reviewed the bylaw employees that the seasonal bylaw employees were typically done in the spring and that the Board was able to look at what was happening in the market.

Mr. Powers stated that he would be bringing this back before the Board for a vote at next week's meeting.

OLD BUSINESS

A. Discussion and possible vote - FY2021 Board of Selectmen Goals

Mr. Howell stated that he has no problem saying that Harwich will continue to work with Dennis and Yarmouth on the possibility of an agreement, but not sure that it should be a goal. Mr. Ballantine responded that the incorrect draft goal document was put in the packet and that Mr. Howell is looking at a previous version. Mr. Powers commented that he would circle back to staff about which version was added to the packet.

Mr. MacAskill asked that a revised set of goals be sent to him for review before they are in the packet.

B. Discussion and possible vote – Interim Town Administrator's Goals and Objectives

Mr. Ballantine stated that Mr. Ford has been working with Mr. Powers on these goals and that this topic will be brought back for next week. Mr. Ballantine hopes that we can come to an agreement to finalize the goals so that the Board can have their first evaluation of Mr. Powers' performance.

C. Discussion and possible vote - Board of Selectmen Budget Message Charter Section 9-2-2

Mr. MacAskill stated that when it comes to the 2% budget, that the word desire should be changed to mandate. He feels that the Board needs to be pretty firm on their budget ask given the ongoing conversations and the continued pandemic challenges. There needs to be a clear directive from the Board that 0% is what we are striving for and that 2% would be the worst case scenario. Mr. Howell agreed that it should be a mandated budget at 2% or less.

Mr. McManus thinks that we are looking at the impact on our tax payers and that they don't see an increase by more than 2%. Mr. Ballantine commented that Mr. McManus is looking at the net effect.

Mr. MacAskill commented that we have had 11 years of solid growth in Harwich and that for him, controlling the budget and not spending the growth makes the most sense and that is what he would be voting for. While he feels that indirect costs are important, he is not sure that the department heads should be banging their heads against the wall trying to calculate all costs for an area that they might use.

Mr. Ballantine stated that he would support trying to keep the recreation fees down so we don't shut anyone out.

Mr. MacAskill suggested that information regarding indirect costs be brought back for future discussion.

Mr. MacAskill moved to approve the Board of Selectmen Budget Message Charter Section 9-2-2 with the amendment that the word desire be replaced with require, 2nd by Mr. Howell. The vote was 5-0-0 with Mr. Ballantine, Mr. MacAskill, Mr. Howell, Mr. McManus & Mr. Ford voting aye by roll call.

D. Discussion and possible vote – Board of Health Sewer Regulation Amendments

Mr. Powers stated that he has met with the Health Director and Wastewater Superintendent regarding the sewer regulations. He knows that we have been working off of a memo that dates back to July 2018 and that the Board is looking to have a discussion on the connection timeframe and possible use of a Registered Sanitarian for the design work. The Wastewater Commission has this topic on their agenda for their meeting on Friday.

Mr. Ballantine commented that if Harwich wants to change the agreement with Chatham, that a public hearing would need to be held and that we would need to notify Chatham 45 days prior so they can take any appropriate action. He suggested holding a public hearing to allow for everyone to weigh in on these issues.

Mr. Howell stated that he is not sure that we need Chatham's legal authority to say that Harwich is going to allow a certain amount of time for their residents to tie into the sewer system. He also added that it was the Health Department that did this, not the Board of Health.

Mr. MacAskill noted that he would support having a public hearing on the regulations. Mr. MacAskill went on to say that there is a very real reason that we are doing this project. To extend the connection timeline from 1 year to 2 years without any real mechanism for a hardship exemption seems wrong to him. He would propose staying with the 1 year connection timeline but allow for some kind of extension process if someone can show a true hardship. Mr. MacAskill also commented that when Harwich developed the CWMP and went to Town Meeting for approval, there was no 100 unit apartment complexes included in the discussions. We sold the sewer system on what the current build out is with some smart growth. He would support including that information in the regulation.

Mr. Ballantine stated that the original reason for 1 year versus 2 years was the concern that there would not be enough contractors available for the 600 homes plus whatever homes Chatham was working on still connecting. He suggested a future agenda item to discuss the 100 unit building project from the Selectmen's standpoint. There is also the land control use policy that is in place that was required to be done for the SRF funding.

If you go back to July 2019, Mr. Howell brought up that there needed to be a cap on how much flow could go out of the East Harwich area. The residents were promised that the town would not allow anything beyond natural growth to a point. The first time you grant an exemption, everyone will want the same exemption.

Mr. Ballantine asked how we might be able to help residents who can't afford to connect in the 1 year timeframe.

Mr. McManus suggesting that a resident may not have to have their connection completed in the 1 year timeframe, but that they should at least have to have a contract in place.

Mr. MacAskill said that Chatham has an extensive list of sewer installers and that Harwich is still putting our list together. The message should be that the sewer system is up and running and that people need to hook up. He asked that a draft language be prepared on 1 year versus 2 years. Mr. Ballantine responded that he would work on that with staff. Mr. MacAskill asked if it would be worthwhile to get a legal opinion on if we can make a sewer regulation based on building sizes. Mr. Ballantine responded that he doesn't think that the 100 unit building would be dependent on the sewer. Mr. Howell disagreed and added that under 40B, they are required to hook into sewer if it is available.

Mr. Powers stated that the regulations in the packet are from 2015. He wants to make sure that the Board is working with the correct version and added that he would send Mr. Ballantine any additional information including the Chatham IMA.

- E. Discussion and possible vote to refer the Cold Brook Eco-Restoration Project Memorandum of Agreement and License Agreement between the Town of Harwich and Harwich Conservation Trust to Harwich Conservation Trust for review

In reviewing this with the Town Engineering, a possible deficiency was found. Mr. Powers asked for additional time to allow him to work with Town Counsel.

- F. Discussion and possible vote - Interim Assistant Town Administrator's Employment Agreement

Mr. Powers stated that he wishes to renew the contract of Bob Lawton as the Interim Assistant Town Administrator. Yarmouth is looking for an Interim Town Administrator, which may have an impact on this decision. Mr. Lawton continues to assist with procurement on a weekly basis. The net effect of this would have him in the office 1 day a week. Mr. Powers asked what the Board's expectation is regarding the search process. Mr. MacAskill responded that he thinks that this should be done now based on the needs of the Administration Office.

Mr. Ballantine stated that we have talked in the past about needed human resources expertise. He wondered if adding legal expertise would be helpful as well. He would like to have a feeling that the needs to the town are being covered.

Mr. Howell said that he would be ok with having a menu of what the Board desires in terms of core competency.

Mr. McManus feels that the variety of what the position needs to cover could change from year to year. In the past, he asked that they look at the job description to make sure that it covers all of the things that are necessary and that the pay scale cover a person who is competent to do the job. When the person is interviewed it is also important to make sure that the Town Administrator will be able to work with this person and that they will be able to branch out and grow in areas.

Mr. Ford commented that the Board seems to agree that we need to find a person with a certain skill set and that they will be able to back up the Town Administrator in a competent fashion and learn other skills with time.

The Board and Mr. Powers had a discussion on the timeline of Mr. Lawton's contract.

Mr. McManus moved that the Board approve the Interim Assistant Town Administrator's Employment Agreement effective October 1, 2020 and that the agreement can be terminated with 15 days' notice, and to authorize the Interim Town Administrator to sign the agreement, 2nd by Mr. Howell. The vote was 5-0-0 with Mr. Ballantine, Mr. MacAskill, Mr. Howell, Mr. McManus & Mr. Ford voting aye by roll call.

CONTRACTS

- A. Vote to approve – Chapter 90 project request for patching in various areas

Mr. MacAskill moved to approve the Chapter 90 project request in the amount of \$259,760 for patching in various areas, 2nd by Mr. Howell. The vote was 5-0-0 with Mr. Ballantine, Mr. MacAskill, Mr. Howell, Mr. McManus & Mr. Ford voting aye by roll call.

TOWN ADMINISTRATORS REPORT

Mr. Powers stated that he has information from the ABCC regarding the 2021 legal holidays and dates of observance. This information will be distributed to the liquor license holders. He noted

that there is no reference to Juneteenth. Mr. Howell asked that this information be posted on the town's website.

SELECTMENS REPORT

Mr. Howell stated that there was a vote taken this week by the Barnstable County Wastewater Management Board. Once the official document has been received, he asked that it be placed on a future agenda and he would provide additional information.

Mr. MacAskill said that there is a rumor of a solar field going into the sand pit in East Harwich. He knows that someone was hired to do title work on the sand pit and that the landowner and the person driving this may not own 100% of the pit. Mr. Powers responded that he would follow up.

ADJOURN

Mr. MacAskill moved to adjourn the meeting of the Board of Selectmen, 2nd by Mr. Howell. The vote was 5-0-0 with Mr. Ballantine, Mr. MacAskill, Mr. Howell, Mr. McManus & Mr. Ford voting aye by roll call.

Respectfully submitted,
Jennifer Clarke
Recording Secretary

MINUTES
SELECTMEN'S MEETING
REMOTE PARTICIPATION/GRIFFIN MEETING ROOM
Tuesday, January 4, 2022
6:30 P.M.

SELECTMEN PARTICIPATING: Mary Anderson, Larry Ballantine, Donald Howell, Julie Kavanagh, Michael MacAskill

ABSENT: Town Administrator Joseph Powers

CALL TO ORDER

Mr. MacAskill, Chairman, opened the meeting at 6:30 pm, and called to order the Board of Selectmen. He explained that the Town has issued a mask mandate for Town Buildings, and that a mask must be worn, unless you can social distance at six feet or greater.

Mr. Ballantine said that he just learned that Mr. Joe McParland passed away after an illness. He said that they had all worked with Mr. McParland, he was a long-term Pine Board Director and he was active with the Allen Harbor Yacht Club. Mr. Ballantine said he was very active and supported all town activities and they will all remember him giving the planning report at Town Meeting, year after year. He will be sorely missed and he was also a lot of fun to be around.

Ms. Kavanagh said that she would echo Mr. Ballantine's thoughts and said that Harwich lost a really important person and she had really enjoyed getting to know Mr. McParland.

Ms. Anderson said that Mr. McParland was also one of the Trustees at the Family Pantry, and he had brought a great spirit to anything he did.

Mr. Howell said that Mr. McParland was also the biggest teddy bear, a real character, and he will be missed for that.

Mr. MacAskill said he will be missed.

PUBLIC COMMENTS/ANNOUNCEMENTS

Ms. Carolyn Carey, Director, Harwich Community Center, said that they are going to attempt to have some indoor movies on Friday nights in January. She said that they are all PG Disney movies and will be free and open to the public. They will provide snacks, and there are schedules around Town and the website. She said that the second thing is that they are preparing for the Community Center to turn 22. In order to prepare for their 22nd birthday party, she showed a duck and said that there were ducks hidden around Harwich, and if anyone finds one they need to bring it into the Community Center and they will receive a prize, in addition to keeping the duck. Then on

February 5th, she said that they will give out baby ducks and people can pick them up anytime to decorate them, then on February 5th, at 1:00 pm, they will have a duck toss. There will be a large duck in the middle of the gym floor, with a bullseye in the middle of it, and everyone will label their duck and they will give out prizes to who comes closest.

CONSENT AGENDA

- A. Vote to approve the request to close from December 25, 2021 to March 31, 2022 for Villa Roma – 278 Route 28
- B. Vote to approve the Board of Selectmen Meeting Minutes – 07.12.2021
- C. Vote to approve a Caleb Chase Request in the amount of \$1,000.00
- D. Vote to approve a Caleb Chase Request in the amount of \$1,000.00

Ms. Anderson moved to approve the Consent Agenda, items A through D, as listed above. Seconded by Ms. Kavanagh. All in favor, motion carried by a vote of 5-0-0.

NEW BUSINESS

- A. Discussion and possible vote to approve the request from Harwich Conservation Trust for temporary storage at 203 Bank Street

Mr. Michael Locke, Executive Director, Harwich Conservation Trust, said, as an introduction to the proposal in consideration this evening, the Cold Brook Ecological Restoration Project is a partnership project between the Harwich Conservation Trust, Town of Harwich, the State's Division of Ecological Restoration and the U.S. Fish & Wildlife Service. He said they have a Non-Profit, Municipality, State, and Federal Government partnership, and the goal is to enhance and restore roughly 44-acres of wetland habitat, nearly one mile of Cold Brook stream, which flows through the area, and then eventually to Saquatucket Harbor. He said that this will naturally reduce nitrogen before reaching Saquatucket Harbor, thereby reducing sewerage costs and saving taxpayer money over time. This will also enhance the visitor experience, by improving public access with Phase 1 & 2, of the Natural Heritage Trail.

Mr. Locke said that the focus of this evening's proposal is for the board to consider allowing Harwich Conservation Trust to store woody material, consisting of tree trunks about 20 feet long, some with rootwads, some without. He said that the purpose of this material is to jump start wildlife habitat creation, when they actually go to eco-restoration construction, which is estimated to occur in the next 12 to 18 months. He said that they are in the final 25% of the design phase, then they will move into the permitting phase, and then they move into eco-restoration construction. He said regarding previous projects that their design consultant, Inter-Fluve, has been involved with in Southeastern Mass, Plymouth, and other retired bog locations, the best approach has been to acquire this material over several months. Mr. Locke said that it takes time to secure it, deliver it, store it, and then it'll be ready for access and use at the time of eco-restoration construction. The

slides are representative of some of the material that they are also considering using at the Cold Brook site, and he said that Mr. Nick Nelson is here from Inter-Fluve, to also help answer any questions.

Mr. Ballantine asked if the logs will be fresh cut trees, or if they will be dead trees? He asked where do they collect the logs from?

Mr. Locke said that he will let Mr. Nelson speak to his experience, because he has been through this several times on other sites.

Mr. Ballantine said that they received a couple of letters of concern about wildlife and other bugs causing problems, so that is his first question. He said his second question, is if 12 to 18 months is the total time that they need the storage, or is it less?

Mr. Nick Nelson, Inter-Fluve, said that they are typically fresh cut from land clearing or freshly fallen from storms. He said that is what they would prefer to have onsite, and they are planning to begin construction towards the Fall, of this year. He said that they anticipate the work to go for 8 - 10 months, depending on when they get the wood to the site, which will determine the length of time that they are sitting there. He said that once they begin construction, they will start bringing those into the bog work itself and start installing them into the channel.

Ms. Kavanagh asked if there are any assessments of the logs that are brought in, in terms of whether or not there are any kind of bug infestations?

Mr. Nelson said that was a great question, and based on their experience with some other projects, such as one in Falmouth with similar stacking of wood across the road from residences, and they were left there for about 12 - 18 months, and there were no comments or concerns from neighbors about those types of infestations. He said that they want the pieces of wood to be fresh cut, and they have never had any experience with infestations, so they have never had to address that, but certainly they try and keep a clean site.

Ms. Kavanagh said that this was raised by the residents, and asked who the point of contact would be to address those issues and be out in the field? She said that they would want to make sure that info is out to the public in case an issue came up. She asked if that would be Harwich Conservation Trust, and Mr. Locke confirmed it would be.

Ms. Anderson said that she had similar concerns and wondered if it would be good to have a meeting with some of the neighbors. She said that there are at least two neighbors that have written to them, and it could be announced so others could join in as well. She said before they sign off on this, she said the residents are very concerned about what it might do to their properties, and perhaps they could approve it, pending a meeting with the neighbors.

Mr. Locke said that he appreciated the neighbors speaking up and letting them know about their concerns. He said that he sees this as an information gathering opportunity, for the

Board and the Public, and a step in the process for determining if this is the location to store the materials. He said if after listening to neighbors and determining if they can move forward, or not, or choose an alternative location. That is how he sees this process, at this point.

Mr. MacAskill said that he thinks that is a yes, and said if they don't vote tonight, they could set up the meeting with the neighbors.

Mr. Howell said that he wanted to go in a completely different direction, and asked what delineates this from a stump dump, and how is that different? He said that a stump dump would require a state permit, for instance if the truck that was bringing these logs took a left turn and dumped it in another field, that would be illegal. He asked if they would be getting a permit, or is this something different?

Mr. MacAskill said that it is not a dump, they are storing them for use on an ecological project. He said that they will not be decaying on the site, it could not be considered a dump.

Mr. Howell said that is what he is asking, what is different about this by definition, under State statute?

Mr. Nelson said that it is temporary storage, and they are in the middle of the permitting process right now and the entire project will be going through DEP permitting, Conservation Commission permitting, and through Federal permitting as well. He said that this has not come up on other projects and no one has raised this as a concern, and he agrees that this is more of a temporary staging, rather than a permanent stump dump.

Mr. Howell asked if there was a way to verify this with the DEP?

Mr. Nelson said that he can look into that.

Mr. MacAskill said he was going to take a completely different tact and said that he does not support this. He said that they are about self-building and there are other options which may be more expensive, but they have a lot of people that believe in this project. He said that they have a lot of equipment, and does not know why they would not store them at the dump. He said, if Mr. Hooper would give his blessing to store them there, or another location, that isn't on the main thruway to Harwich Port, from Harwich Center. He asked Mr. Locke if any thought had been given to that?

Mr. Locke said that would fall into the alternate site thinking, and they are open to listening and exploring that in partnership with the Town. He said if they want to reach out to Mr. Hooper on that or he can.

Mr. MacAskill said, with the Board's blessing, he would like to direct the Town Administrator to have the conversation with Mr. Hooper. He said this is a Town of Harwich project, it is not Harwich Conservation Trust, doing something for Harwich

Conservation Trust, it is Harwich Conservation Trust doing something for the Town of Harwich. So, why would they not support this, but they own a dump and he thinks that they can find a chunk of that dump to do what was shown in the picture.

Mr. Howell said that would alleviate his fears, because there will not be anyone there to dictate when they start rotting. He said if they were at the dump, then he would not be as concerned about the DEP licensing.

Mr. MacAskill said that he does not think that the Board should consider it, because they voted to sell the building and once it goes on the market he does not imagine it will last long, because it is a desirable property.

Ms. Anderson said that she agreed with that location, and asked if Mr. MacAskill wanted her to make a motion?

Mr. MacAskill said that they don't need a motion, that they just need a consensus to have the Town Administrator have a conversation with the DPW Director. He said that he will get back to Mr. Locke with answers.

The Board agreed, and provided consensus.

B. Discussion and possible vote to approve the following 2022 Common Victuallers license renewals;

1. Cape Roots Market and Café d/b/a Cape Roots Market and Café – 557 Route 28

Ms. Anderson moved to approve the 2022 Common Victuallers license renewal for Cape Roots Market and Café d/b/a Cape Roots Market and Café, 557 Route 28. Seconded by Mr. Howell. All in favor, motion carried by a vote of 5-0-0.

2. Beachlight LLC d/b/a Seal Pub – 703 Main Street

Ms. Anderson moved to approve the 2022 Common Victuallers license renewal for Beachlight LLC d/b/a Seal Pub, 703 Main Street. Seconded by Mr. Howell. All in favor, motion carried by a vote of 5-0-0.

OLD BUSINESS

A. Discussion and possible vote on the Cultural Center use and gym fee schedule

Mr. MacAskill said he was not sure if the rest of the Board shared his thoughts, that this was a confusing document. He said that they had received some correspondence on this and there have been several changes with the fee schedule. He said none of which makes

sense to him, and none of it shows what the costs are, which is very important to himself and he believed to Mr. Howell. He said that they heard from two residents, on the importance of pickleball, and the request to use the gym for pickleball on Tuesdays. He said that this is separate from the request from Mr. Eric Beebe, Director, Recreation Department, for the pickleball program Tuesdays and Thursdays from 8:00 am to 12:00 pm. He said that charge is \$45 per person for the season, with \$20 to go to the Cultural Center and the rest to go to the Recreation Department, with the end of season showing April 30th. Mr. MacAskill said that tonight he is asking what the Board wants to support? He said that the building is open and the gym is not being used at that time. He said he does not believe that the costs are being covered.

Mr. Howell said that he assumes that they each received an email from Mr. Gunderson, and said, so the public understands, they all got that separately. He said that the email discussed something that Mr. Ballantine discussed in the past about coming up with amortized costs per square foot of operating stuff. Mr. Howell said that he thinks there would be liability issues, and he has not looked at their policy yet, but he does not care if someone signs a waiver, that is not worth anything, if someone wanted to file a lawsuit against the Town for negligence. He said that there is also the floor and the sodium vapor lights, that cost a lot more than fluorescent lights do. He said that the lights are not on, if no one is in the gym, so they are under water before they even consider those other things, like the cost to replace the floor, how much it will cost to run the lights. Mr. Howell said that he is not prepared to accept a schedule that “meets a minimum”.

Ms. Anderson said she was going to take the exact opposite tact, and said that there is nothing going on there and they have a bunch of people that want to play pickleball. She said that the Highway Department confirmed that they lights were changed to LEDs, so she does not think there is an issue with the lights. She said that Mr. Gunderson did an exceptional analysis of the costs, but in the meantime it is sitting empty and they need someone to manage that, which is in progress, but in the meantime they should let the pickleballers have it. She said it is a little money coming in and she sees no harm with it.

Mr. Ballantine said that this will be a good debate, because they keep pushing this down the road and he can't image any business setting their prices, or fees, with absolutely no input of what the costs are, and that is what they are being asked to do. He said that he won't vote for this, as such, because at some point they have to draw the line and they need to know what the operational and maintenance costs are and what they long-term capital costs are. Mr. Ballantine said that he thinks that there are things they could do to make the Cultural Center more productive and an asset for the Town.

Ms. Kavanagh said she is with Ms. Anderson, and said that she understood that Mr. Gunderson's analysis was quite good. However, she was on the Board when they made the decision to create a use of the middle school, which is now the Cultural Center, and it has worked out quite well. She said that she agrees that there is more to be done, and more analysis, but she thinks it is important to look logistically and financially at what is most important, and what works best for the town. She agreed with Ms. Anderson's point that the space is available, and that the lights are not an issue. She said that more analysis is

needed and they are creating a new position for someone to run the whole thing, but they are not there yet, and they have the space available that could bring in some money in the meantime. She is in favor of this.

Ms. Anderson added that she agrees about the costs, but everyone else in the building are artists, and they are not under any cost analysis, so she is not sure they pickleball has to be punished. She thinks they should help them out.

Mr. Ballantine said that this is a different issue, this is what the costs are, the analysis of that rather than getting the programs in. He said that pickleball comes up now, only because of timing, he would be making the same case for any other use.

Ms. Kavanagh said that she appreciates all the financial discussion and said that they are all on the same page, and everyone is doing their part in the process. However, they have an empty space and they have people requesting to use it and pay a fee. She said it is not going to be a money maker, but it brings some money in, and allows people to use the space, which is more than just pickleball, it is a socialness. She said they should let them use the space.

Mr. MacAskill said that he agrees with all of them. He said that he has heard Mr. Ballantine, and can't continue to make excuses for the fact that they can't put together simple spreadsheet, with costs. He said they are a ways away from getting that person and getting those fees, therefore he agrees with Ms. Kavanagh and does not want to punish the pickleballers, because they haven't done their work yet. He said that he is putting it back on Administration, and said he would never vote to rent anything else in there again, unless they have a cost analysis. He said that the pickballers are a great group and mostly locals, and he hopes they will support the Cultural Center and to keep the building, when they go to Town Meeting. Mr. MacAskill said to Mr. Ballantine that they do need to have a cost analysis and that Mr. Gunderson's email was thorough, but town staff have not gone through it. He said that he does not know where all the numbers came from, but it makes sense and he has to believe he's correct, because he's a very thorough person. He said that leaving the space empty two days a week, does not gain them anything.

Mr. Ballantine said he is reasonable, but his frustration is that they keep pushing this down, and if the deadline is April 30th, they should stick to their guns and have the full analysis done.

Mr. MacAskill said that the board shouldn't be presented with numbers from a resident, and not from staff. However, he did not want to keep people waiting any long, and asked if he could get a motion.

Ms. Anderson moved that they vote to approve the pickleball use of the gym at the Cultural Center, Tuesdays and Thursdays from 8:00 am to 12:00 pm, at the price listed of \$45.00 per person for this season. Seconded by Ms. Kavanagh.

Mr. Ballantine said that he would like it stated in the motion that they will have a firm cost analysis done. Mr. MacAskill said that they should do it as a comment to the Town Administrator, and can put it back on the agenda.

All in favor, motion carried by a vote of 4-1-0, with Mr. Howell opposed.

- B. Discussion and possible vote to approve the 2022 Entertainment license for Lanyard Bar and Grill – 429 Route 28 – Weekday 12:00 p.m. to 10:00 p.m. inside and outside. Sunday 1:00 p.m. to 10:00 p.m. inside and outside Entertainment type: Recorded or live music with amplification 2021 License: Weekday 12:00 p.m. to 12:00 a.m. inside. Sunday 1:00 p.m. to 9:00 p.m. inside & outside Entertainment Type: Recorded or live music with amplification and dancing

Ms. Anderson moved to approve the 2022 Entertainment license for Lanyard Bar and Grill, 429 Route 28 with the times listed above. Seconded by Ms. Kavanagh.

Mr. MacAskill said that this application was coming back to them and asked if there were any comments from the Board. Ms. Kavanagh question if the times had increased, and it was confirmed that they had decreased. Mr. Howell said that he has established over the last year that he is hostile to outdoor amplified anything at the moment, and can't support it. Mr. MacAskill added that this establishment has had no complaints, and they have had the same entertainment license for as long as he can remember. He said that as they have talked about in the past, and the attorney's suggested, that they have to do things the same.

All in favor, motion carried by a vote of 4-1-0, with Mr. Howell opposed.

PUBLIC HEARING

- A. Presentation and possible votes on proposed amendments to the Monomoy Regional School District Agreement.

Dr. Scott Carpenter, Superintendent for Monomoy Regional School District was present, along with Mr. Mike McMillan, School Business Manager.

Dr. Carpenter said that he would orient them to what has been done from the feedback they received regarding the redline version. He said that what they did was to get rid of the redline version and take the existing agreement and line it up side by side with any changes. He said that anywhere there is a change, the orientation of the page has been turned, so that it's side by side with the existing language, and they added a blue box with an explanation.

Dr. Carpenter explained that they have done iterations of this presentation to them, the Chatham Board, and the School Committee, and at the end of the day they have a Regional Agreement that is just over 10 years old. He said that the Regional Agreement was meant

to be revisited periodically, and there is a lot of language in it that is really obsolete. He said that the word Monomoy is not in it, because it predates the district having a name, and a lot of information about how to bring the district together. He said that he has been very vocal about creating better fiscal equity in how they approach the agreement particularly as it pertains to funding for the two elementary schools. He said that after discussions, they are proposing a two-step process with this presentation and this iteration, really focusing on all things fiscal, and at a later time go back and clean up all of the obsolete language.

Dr. Carpenter said that this is a two-step process in terms of the understanding the fiscal challenge with the regional agreement. He said that they have an economy of scales issue, where they have two elementary schools that are radically different in size, with Harwich being almost three times the size of Chatham. He explained that if you want to run the same programs and have the same services at the two schools, it is more cost effective at the larger school per pupil, than at the smaller school. However, the way the current regional agreement is laid out, it just looks at the cost to run the school district purely by enrollment, and they have about three quarters of their students coming from Harwich and one quarter from Chatham. Therefore, at the end of the day, the Harwich taxpayers end up paying for a big chunk of running the costs of the much smaller Chatham Elementary Schools. He said to understand what that looks like, if they look at Harwich Elementary School budget, the per pupil spending for FY22 costs just over \$12,000 and the same services in Chatham per pupil would be just over \$19,000. So, the \$7,000 difference, the Harwich taxpayers pay for $\frac{3}{4}$ of that difference.

Dr. Carpenter said that if you look at what that means, he said in FY22, the Harwich Elementary School's budget is just over \$6 million, and the Chatham Elementary School is \$2.7 million, but Harwich taxpayers are funding based on the enrollment spread. He said that the split based on how much taxpayers are funding both schools for FY22, is just over \$6.6 million dollars. He said that is according to regional agreement, and compared to if the Harwich taxpayers just paid for their own building, it's the difference between \$6 million and \$6.6 million dollars. Therefore it is a potential of about a \$600,000 in savings. He said that he has been advocating for this, a simple and more equitable approach to adjust some of the ways the financing happens behind the regional agreement. He said this would be with each town paying the costs of its own elementary school, still maintaining the same high quality programs in both buildings, and having it be more fiscally equitable for the taxpayers. He said it will support Harwich in terms of providing Harwich fiscal relief, and Chatham wants to make sure they can maintain an elementary school in their town, but not having it carried on the backs of the taxpayers in Harwich. He said that they will go through a slide presentation and they will be discussing; 1. How the School Committee would vote on a budget, 2. How School Choice revenue is allocated, 3. How the operating assessments are calculated, 4. How capital assessments are calculated, 5. How debt assessments are calculated, 6. The timing of payments from the towns to the school district, 7. What would happen in the future if the school district needs to incur debt.

Mr. MacAskill interrupted for a moment and asked if there were any questions from the Board at this point? There were none.

Dr. Carpenter said he went through that quickly, because this information will be posted on the School District's website, and people can go in and dive into the whole presentation, and also go to the hyperlinks.

Mr. Howell asked if there could be a hyperlink on the Town site, that redirects to the School District site, so that people can easily find it.

Mr. MacAskill said that they will work staff to do that, and he also said if anyone from the public has questions or comments to go to the microphone and he will recognize them.

Dr. Carpenter said they will walk through those eight spots, and the first is the language on how the School Committee approves a budget. He said that this is this is actually dictated by Massachusetts General Laws, so there are laws on how a Regional Agreement or Regional Districts will operate, and DESE, The Department of Elementary and Secondary Education, flagged this as one spot that goes against the law and should have been written differently when the district initially came together. He said there is one sentence which says, "said proposed draft budget be approved by majority vote with at least one committee member from each town voting in the affirmative", and the reason this violates the law is that the State statute says that a Regional School District budget is approved by majority vote, period. To have a clause after it, requiring something more than a majority, could at any time be raised as an issue, and whoever raises it as an issue would prevail, because it violates the law of a majority vote, period. He said that he also recognizes that for those in Chatham, this is a really important clause, because elsewhere in the Regional Agreement there is weighted voting. He said there is weighted voting, because there are roughly twice as many people that live in Harwich, then Chatham, and twice the School Committee votes in Harwich, then in Chatham. He said that mirrors the one person, one vote concept, in that in that the Harwich representatives are representing twice the number of people, so there's a weighting so that every Harwich member has a full vote, and every Chatham member has a half vote. He explained that it is conceivable that all of Harwich could vote one direction and there would be a majority, and all of Chatham could vote another direction and they would be defeated in that case. He said that has never happened while he has been there with the budget. Dr. Carpenter said that the reality with how they operate and develop budgets, is that they have a Budget Subcommittee, which is made up of half Harwich representatives, and half Chatham representatives. The Business Manager and the Superintendent present the budgets, and the Budget Subcommittee will come up with a consensus, and essentially vote on a budget. He said in the past nine years they have not had any problems with the voting. Dr. Carpenter explained that in the proposal, they have tried to underline what the Department of Education wants to make sure it says emphatically, which is: "said proposed budget shall be approved by majority vote of the Regional District School Committee."

Mr. Howell said that he hates weighted votes, so just wanted to bring this up. He said that over here you have people and over there you have votes, they are not one and the same. He said that elsewhere in the agreement, it specifies that a representative from Chatham has half the vote of a representative from Harwich, and asked how that fits in, is that a real people vote?

Dr. Carpenter said that at the Subcommittee level, the weighted voting only happens with votes happening at the table, a person's vote is a person's vote.

Mr. Howell asked if that's really one-person, one-vote; as opposed to the major part of the agreement, where it is one-person, half a vote?

Dr. Carpenter said that is a great question, and that is how the Committee operates at the at the Subcommittee level, it is not weighted voting at the subcommittee level.

Ms. Kavanagh said for clarification, that it is just the State trying to say that the way it was before, did not adhere to the guidelines that they have for all other towns, so they are just clarify that the vote is the vote of the committee from both sides.

Dr. Carpenter said that the State is just clarifying the way the law reads. He said that ten years ago, the attorneys did not catch it, but the law needs to be stated correctly.

Ms. Kavanagh said that she is only saying for clarification, for people watching that the only change here is for clarification, so nothing gets misconstrued.

Mr. MacAskill asked if the changes that are required by law, could be highlighted in a different color?

Dr. Carpenter said that the explanatory boxes, they start off by saying that the change is required by DESE.

Dr. Carpenter said the second spot in the regional agreement that changes is on page 7, where it changes to landscape and shows the two sections. He said that it is just adding a new clause under C6, under that budget section and talks about school choice revenue. He said at the moment school choice revenue comes into the district, and they get roughly \$5,000 for every child from Dennis, Brewster, Yarmouth, or Orleans who chooses to come to Monomoy, and they use that money as one pot and allocate it to offset the staffing line for the district. However, if each town will be paying for their own elementary school, they do not want to get into a situation where someone might say that they are using more of that school choice money to offset one school over another. They want to make sure that they are being equitable, so basically they are taking the revenue stream that's coming in and allocating that revenue stream based on the proportion of students that go to each of the buildings. He said that this is providing additional clarity, to set the stage for each town paying for its own elementary school.

Dr. Carpenter said the next one gets into how the District will calculate the assessment. He said that Mr. McMillan had walked through this last time and the calculus behind it to equitably break out how much it costs to run Harwich Elementary School, Chatham Elementary School, the Middle School, the High School, and the Central Office. He said that you can go into any budget, from any year, and look at how much the costs are, so it

is making sure that they have a defined and clearly laid out method on how those costs are getting divvied and assessed.

Mr. McMillan said that basically they split the budget into three portions, one for each of the Elementary Schools, and then you apply the minimum which the State requires that can be allocated to each part, and also revenue which gets allocated to each and what is left is what is assessed to the Town. So, each town has to pay for its elementary school, and then the regional and middle and high school budgets are split between the two towns, much like they are currently. He said that short version is, each time pays for its elementary school, and then they split up the rest.

Mr. Howell asked what the magnitude of school choice is, in terms of numbers of kids? He said so everyone understands what they are talking about, because they are not talking about half of their enrollment.

Mr. McMillan said that it is \$1.4 million in revenue, vs. \$1.1 million in costs.

Dr. Carpenter said there are students that come into the district, and students that leave the district, but they are one of two districts in the area that actually have more families that want to come here, then want to go elsewhere. He said that they have also strategically used school choice, so they are not opening additional classrooms, or bringing in more students than they need.

Mr. Howell said that his point was that they are not encouraging dozens and dozens of people, so it is not driving the entire budget.

Mr. McMillan said that is right, and across the whole district they have around 152 students leaving, but they have more students coming in, with 240.

Dr. Carpenter said that they are really looking at filling empty seats in classrooms. He said in section nine, the existing regional agreement is really looking at the High School and Middle School and splitting the capital costs out based on the enrollment. Now, they are saying if the Towns are funding their own elementary schools, they are responsible for the capital costs on their own buildings. This creates a shift in how the capital costs are addressed, so the middle school and high school are based on enrollment, and each town will be responsible for the capital costs at their own elementary schools.

Dr. Carpenter said the next section is on debt, and is the next portion of the way an assessment calculation is done, and the debt happens the exact same way. He said that the original language had said that debt that would be for the Region, would be split based on enrollment. He added that there was some pre-existing debt at the Middle School, which has already been paid off, so that part of the old language is moot. He said that it now essentially says that for the Middle and High Schools, the Towns will be responsible based on enrollment, and each town will be responsible for their own Elementary Schools. He said that they have been talking about needing to do a roofing project in the near future at Chatham Elementary School and at the Middle School. So, the roof at Chatham Elementary

School, if there's debt to be incurred, or capital costs to be incurred, the Town of Chatham would be responsible for that, but the roof at the Middle School would be the responsibility of both Towns, based on the percentage of students that attend the district from each town. He said that there is a section on how debt is calculated, which is completely obsolete, because it talks about the debt that would happen before they regionalized and before the construction of the high school. He said that has been done, so that whole section becomes obsolete.

Dr. Carpenter said the next section is about the timing of payments, and basically says that there are months that the Regional School District will get funding coming in from Chatham, and funding coming in from Harwich. He said that over the last 10 years, that is not how it has worked. Instead, the Towns have worked out a good system on their own, where Chatham provides the funding in August, December, February, April, May, and June, and Harwich provides funding in the other months. He said that the change here is simply to follow how the District is actually operating, as opposed to what was laid out 10 years ago. He said also there are some DESE required language on incurring debt. He said that in the future, if there a need to incur debt, the existing language says that the District School Committee will choose to go one of two different routes to incur debt, by majority vote. The Department of Education is saying that incurring debt does not require a majority vote, but requires a two-thirds vote.

Dr. Carpenter said that they have clarified that the majority needs to be two-thirds, and the Department of Education wants the District to choose the two. The original agreement says you can use subsection (d) of Chapter 71, Section 16 or subsection (n). He said that subsection (d) requires that the School District incur the debt by a vote at Town Meeting, and goes a step further than that, and says that it needs to be voted at Town Meeting and voted at the polls to approve it. He said that the method they felt appropriate, is to follow the same method that was followed when the District came together and borrowed for the high school, which is a Town Meeting vote, and a vote ultimately at the polls. He said to specify, they will use (n), but by statute there is an option to choose (d), but that can only happen by a two-thirds vote and those are the fiscal changes, in a nutshell.

Mr. MacAskill asked if the Board had any questions?

Mr. Ballantine said it was a good explanation, and thanked them for their hard work.

Ms. Kavanagh said this was a brilliant way to depict it, and thanked them.

Mr. Howell said he appreciated them doing this, because there were so many moving parts. He said that one sticking point, is that the agreement calls for both Town Meetings to opine on things and anything that appears to structurally change, like reconfiguring the schools, without doing that would have wound up putting the whole thing in peril. He said he appreciates the fact that they put that aside, and concentrating on the parity of the economics.

Dr. Carpenter said it is also by putting together a document that has the original agreement and just the proposed changes lining up, and each section side by side. He said that the red line was so hard to read and at the end of the day, they want to have the people who go to Town Meeting, be able to go and clearly see what they are asking.

Mr. Howell said that there are two Town Meetings, two Boards of Selectmen and the School Committee, he asked what has been approved so far, and by whom?

Dr. Carpenter said that they will be going to their committee again and discussing this meeting, and it is his understanding that they have at least a tentative vote, or support on the fiscal pieces here. He said he acknowledged that there are two things that they talked about, the DESE required change on the front end, and the DESE required change on the back end. He said that at the end of the day, they need to get a vote from this group, a vote from the School Committee, and the Chatham Board of Selectmen, to move it forward.

Mr. Howell said that is why he brought it up, because ultimately, the process is these are Town Meeting articles, on a warrant. He said they have not taken any kind of vote to support an article language, because it's all in the language. He said the sooner they can do that, the better, because then the public gets the chance to see what the article is and what it does.

Mr. MacAskill said that they will be creating the article, not the School Committee.

Mr. Howell said they can't vary from what their agreement is, because it's got to be the exact same language that the other Town is voting, or it nullifies the votes.

Mr. MacAskill said that they can vote, and instruct the Town Administrator to work with Dr. Carpenter to create the warrant article to vote on later.

Dr. Carpenter said that he thinks the School District's attorney could generate what that article could look like, and share it with both this Board and Chatham's.

Mr. Howell said that there are a bunch of votes that have to happen, because this isn't the end, this is the beginning, right?

Ms. Anderson said she does not see why they would not vote to approve this, to get their piece out of the way.

Mr. MacAskill agreed with that, and recognized Mr. Jon Chorey, who wished to speak.

Mr. Chorey said that he understood the language pretty good, but he would like to hear some numbers attached to that language. He said last year they heard that roughly \$600,000 was going to be shifted from Chatham to Harwich, for the FY22 budget. He said that he does not know where they are in the process of the FY23 budget, but he would guess that it would be higher than the FY22 budget. He said he would like to see some numbers attached with that, and also this is just looking at the funding of the elementary school

budget, not just a stop gap agreement proposal. He said it's not the full proposal they talked about in the past, with looking at the equity of terms populations of towns and student enrollment. Mr. Chorey said that he would like to know where they are on that component of the Regional School Agreement, and he is very interested in the budget numbers and the potential savings to the taxpayers of Harwich.

Dr. Carpenter said that he can answer it in round numbers, and said that they are in the process of developing the FY23 budget.

Mr. MacAskill said he is having a really good night, so he did not want to talk about the budget. He said he would just like to focus on the savings, based on the changes.

Dr. Carpenter said that \$600,000 will be more in the upcoming fiscal year. He said that in fact, they have this started with the paper that he wrote projecting far off into the future if the two elementary schools diverged. He said that it had one class of students per grade level, and the what is currently for FY22, in the \$600,000 range, would be well north of \$1 million. He said that what they anticipate is that in FY23, it will start getting close to around \$900,000, because in the last several months with the pandemic and how everything else played out in terms of the enrollment in the two towns, they saw Harwich maintaining more enrollment, than Chatham. They are seeing the difference in size, and the economy of scale issue continues to grow, and as long as the two schools continue to get further apart in size, the number would keep growing and growing.

Dr. Carpenter said in terms of the other piece, that Mr. Chorey was alluding to, that was something he brought forward because it would be easy for him as a school superintendent to say here is the budget for the two schools, and here is how much it would actually cost if they were paying for their own schools. He said to come up with a different way to assess the region, would require the two Towns Select Boards and Finance Committees to work together, and not just something that he can put his finger on with their year-round population. He said he understood what Mr. Chorey was saying, and there are a few districts out there that look at other things besides foundation enrollment. He said that their Regional Agreement, and the funding, is all about foundation enrollment. Dr. Carpenter said that when you look at the other half of how the district is funded, which is the minimum required contribution, that DESE calculates, and says how much each town has to fund to their schools, that is driven by foundation enrollment. It is not driven by other factors nearly as much as the foundation enrollment. He said that if they are going to come up with another mechanism that will involve two towns working with each other, what is that alternate mechanism?

Mr. MacAskill said that he thinks they all agree on that, but they also all agree that they will not be able to get it done this year, if they go this route. He said that Town Meeting is in 100 days, so they will have to go back to that. He said that Ms. Anderson is part of a working group that will be meeting, so those questions will be answered and will stay on the forefront. He said that Mr. Howell has pushed this and they want to make sure they get that done.

Mr. Howell said that he agreed, and before they make a motion there was a second front that just got opened here, about school choice. He said that as they are getting the simple concept of this school costs this much to operate, it's in your town, that's yours, that was pretty simple. He said this change that they are pitching, changes how they are allocating school choice, unless they are saying it is completely neutral and it's just restating it in a different way. He is assuming it will have some cost implication.

Dr. Carpenter said that they have approached school choice as a revenue, by approaching it as a District. He said that he calls it a free seat model. He said that they looked at it that they could get a \$5,000 check for the empty seats, or the chairs could get dust on them. He said that they approached school choice to fill the free seats, and have it become a revenue stream.

Mr. Howell said he just wanted to cut to the chase, and that it is not that big of a discussion. He said they have a change in the language and all he cares about is what that does to the bill?

Dr. Carpenter said that from that end, it ends up being a neutral change.

Mr. McMillan said that they have always had to take that school choice revenue and apportion it between the schools, which gives a consistent, clear way of doing it.

Mr. Howell said that is all he cares about, because he is sure that the Finance Committee is going to want to know that too. He asked if the language changes gives them more money, or takes away money?

Dr. Carpenter said that currently, they take that pot of school choice money and offset staffing costs, which at the moment is essentially three quarters Harwich, and one quarter Chatham. He said that this ensures they are allocating funding at the elementary level by building, and by percentage of students. He said that it splits it out that way, and should not have any impact in terms of the Town's bottom line.

Mr. Howell said that is all it says.

Mr. Charles Gruszka, 6 Teaberry Ave, Harwich, said that they have received a lot of input from him in writing, but since this is a public hearing, he wanted to be one taxpayer making a public statement for the benefit of the public. He said that he is an educator and worked in a five-town regional school district, and they had dealt with all of the issues that they are currently talking about in funding the schools here at Monomoy. He said he is big on education and has involved himself in the schools, and served on a number of committees, for the school department as a community representative. He said that he is very bullish with the Monomoy Schools, because of his background, and he couldn't believe the budget that was funding the schools here, with the class sizes, services, programs, and curriculum being offered. He said he was pleasantly shocked with Monomoy when he studied the budget that it supported the expectation for high quality education in the district.

Mr. Gruszka said that he just got his annual tax bill from the Town, which went up by \$800, and brings it to a total increase of \$1,500 since 2015 when he moved here. He said that he is happy to pay those taxes, because of the services that are being provided through those taxes; including the quality schools. He said that they are there because the Chatham Elementary School has become less and less cost effective to operate and also because it's getting more and more difficult for the town of Harwich to support the kind of quality school system that they have had over the years, and all of the other departments that they are responsible for overseeing.

Mr. Gruszka said there was a solution to that cost effectiveness, which was proposed by Administration, and was supported by the School Committee, and that was to take the Elementary Schools and fill them to capacity and operate certain grades in one building, and other grades in another building, with a kind of regionalized approach to elementary education. He said that it had not received a lot of resistance, from what he could see in Harwich, but in Chatham however, there was considerable resistance. It appeared that the people in Chatham wanted to keep running their own separate elementary school, which he said he can respect because he is a big advocate for parents having a big say in terms of the education of their children. However, as a taxpayer, he cannot support his tax dollars subsidizing the Chatham Elementary School, just because they want to keep their small elementary school. He said that he wants his dollars subsidizing, and supporting, education for the district, and for the Harwich assessment to be utilized to support the total education for all grade levels in both towns.

Mr. Gruszka said that he wants to support this particular amendment, and thinks it's a no-brainer for Harwich. However, he would like to share some of the arguments that they may run into both here and in Chatham, so that they could deal with this arguments if they come up. He said the arguments that will be heard, will be centered around what's wrong with the current process the towns agreed to 11 years ago, or the funding formula for the District. There is fairness right now, because that was a contract that was agreed to, and until that contract has changed, as there is a proposal to do now, it's fair to stick with that contract. He said that the strong argument people will make, and likely more so in Chatham, is that the fairest way to fund education is by student enrollment. That is the number of students receiving services, should generate the amount of financial support that the town gives. However, the State really wanted to have other factors, especially wealth and affordability, be a part of that formula. He said the reason that is not happening, is because there is a ceiling that the State has put into that formulation, and that ceiling cancels out any wealth or affordability benefits that Chatham has over Harwich, and puts us at the same level. As Dr. Carpenter said, that is an issue at the State level, and he said he has had a lot of experience trying to change things at a State level, and it takes forever and is often fruitless. Therefore, he said, it has to be something dealt with within the Towns, and this is definitely a first step in that direction.

Mr. Gruszka said that he did not think anyone would have envisioned that 11 years after the Regional Agreement was signed, that the Town of Chatham would not be paying an assessment matching what they paid prior to regionalization. He said they have saved nearly \$16 million, versus if they had continued to pay the same level they were paying in

the last year, prior to regionalization. He said also, Harwich has paid \$34 million more than they would have, if they had still been paying at the same level pre-regionalization, for a nearly \$50 million deficit.

Mr. Gruszka said if someone raises the issue of fairness in these discussions, and in these debates, that is something to ask. He said that they should ask, if it is fair that a town that has 55% of the property evaluation, as of FY21, and 33% of the total population of the two towns, pay only 25% of the costs of running the schools? He added that he wanted to emphasize that even with the approval of the amendment, Chatham will still be not be paying an assessment that is level with what they paid, prior to regionalization. Even if the amendment passes, the school budget will probably still have a shortfall. He said that the current budget for FY22 went through the School Committee with \$600,000 of items, that weren't included in the budget. He said funding some of those were able to be funded, but the budget that went through had that shortfall, with a 1% budget increase which resulted in a 2% assessment increase for Harwich. He said that it is unrealistic, with the inflation they are experiencing and projected to run well into the future, that the School Department, or any department, is going to be able to maintain a level of programming and services on a 1% increase in assessment.

Mr. Gruszka said that this is a first step and a no-brainer for Harwich, and he hopes that some of these fairness arguments can be made effectively, somewhere along the line. He said he does not have the answer for that, but appreciated the opportunity to provide the input, and the respectful listening that the Select Board is always gives to him.

Mr. MacAskill thanked Mr. Gruszka for all of the information he provided, and he hopes that Mr. Gruszka will attend the meetings with Ms. Anderson when they are negotiating with Chatham. He said that this is a no-brainer for Harwich, and he does not see any resident saying that they don't want to save that money. However, Chatham is where they will have the problem, and maybe because they recognize the same thing.

Mr. Howell moved that they support the so-called step one of changing the Monomoy Regional School agreement, as presented tonight. Seconded by Ms. Anderson.

Mr. Ballantine said that he is in full agreement and said that they have talked about this for some time and thinks that it will be a three-stage process. He said that the third stage will be the difficult discussion, but they will come back to that.

Mr. MacAskill asked for a vote.

All in favor, motion carried by a vote of 5-0-0

Mr. MacAskill asked Dr. Carpenter to work with their attorney, and with their Town Administrator, and ultimately council, to create a warrant article sooner rather than later, so that they can get this widespread for support.

TOWN ADMINISTRATOR'S REPORT

No report.

SELECTMEN'S REPORT

No reports.

ADJOURNMENT

Mr. Howell moved that they adjourn at 8:11 pm. Seconded by Mr. Ballantine All in favor, motion carried by a vote of 5-0-0

Respectfully submitted,

Lisa Schwab
Board Secretary

**MINUTES
SELECTMEN'S MEETING
TOWN HALL
GRIFFIN ROOM
MONDAY, JANUARY 24, 2022
6:30PM REGULAR MEETING
REMOTE PARTICIPATION OPTIONAL**

SELECTMEN PARTICIPATING: Michael MacAskill, Julie Kavanagh, Larry Ballantine and Donald Howell. Mary Anderson attended remotely.

CALL TO ORDER:

Chairman MacAskill opened the Board of Selectmen's meeting for January 24, 2022 at 6:30PM. He invited attendees to join him in saying the Pledge of Allegiance.

PUBLIC COMMENTS/ANNOUNCEMENTS

Mark Dennan of Mid Pine Drive, West Harwich spoke about a disaster plan which Harwich calls the Hazard Mitigation Plan which does not cover the electrical grid. Mr. Dennan described how they could be compromised and how devastating the loss of the grid would be. He noted statistics on ages of residents, food supplies etc. He suggested the town needs to update the 2017 Plan and needs to consider grid loss, not wait for a crisis and then construct a plan, People need to be educated on how they can save themselves. He offered examples of events when electrical grids were damaged and the results.

Mr. MacAskill asked Mr. Dennen to send his contact information to the office.

CONSENT AGENDA

- A. Vote to approve a Caleb Chase Request in the amount of \$988.60
- B. Vote to approve a Caleb Chase Request in the amount of \$951.45
- C. Vote to approve Officer Robert Hadfield to Special Police Officer of the Harwich Police Department upon his retirement
- D. Vote to approve Chief Guillemette's recommendation of a promotion from Officer to Sergeant
- E. Vote to authorize the Chair to sign two step increases for the Harwich Fire Department
- F. Vote to approve the Board of Selectmen Meeting Minutes
 - 1. March 9, 2021
 - 2. January 19, 2021
 - 3. January 26, 2021
 - 4. August 23, 2021

Ms. Kavanagh moved to approve the Consent Agenda as presented, 2nd by Mr. Howell

January 24, 2022

Chief David Guillemette spoke about Robert Hadfield and gave a history of his service and accomplishments.

Mr. Howell complimented Officer Hadfield and mentioned how much he'd be missed.

Mr. Ballantine also applauded Mr. Hadfield's dedication.

Ms. Kavanagh offered more compliments and thanked him for his service.

Mr. MacAskill noted their friendship and thanked Officer Hadfield for everything he has done for this town.

Chief Guillemette spoke of the promotion from patrolman to sergeant and the process involved. He recommended Officer Pete Patel to be promoted to Sergeant.

Ms. Kavanagh offered her congratulations.

Mr. Howell offered a story about Officer Patel and commented that he couldn't think of a better choice.

Ms. Anderson offered her congratulations.

Mr. MacAskill offered his congratulations.

Vote 5:0 in favor by roll call. Motion carried unanimously.

NEW BUSINESS

A. Joint Meeting with Real Estate and Open Space Committee - Discussion on owners' unknown and miscellaneous parcels

Elaine Shovlin Chair called to order the Real Estate and Open Space Committee of January 24, 2022, they do have quorum. Kathy Green, Jim Atkinson, Margot Fenn and Elaine Shovlin all voted aye by roll call. Ms. Shovlin referred to the information before the Board, two lists matching the tax lien spreadsheet with the Assessor's map. She reviewed the statistics of 325 acres and taxes due.

Margo Fenn described the process they went through to create the 2 lists they are working on to deal with the taxes owed to the town. She noted that on the Housekeeping List some taxes owed are more than the property is worth, some properties are wetlands. The Priority List includes larger parcels that could have strategic value to the town for various reasons. The Committee has recommendations as to how the properties can be used. Four large properties are not being taxed and don't have map numbers. They shared maps and described the locations.

Ms. Shovlin summarized how the Committee set up all the material in an attempt to make it easy to interpret. Their hope is that, as the Board received theirs and other's recommendations, they'll see some similarities. She thanked everyone on the Committee for all their hard work.

Mr. MacAskill also thanked the Committee. He commented that the climate of the Board is to fix this problem. He asked the Town Planner. Why we have four properties not being taxed without map or parcel.

Jon Idman Town Planner responded that it's lack of funding and resources for the Assessing Department. He feels there should be more resources and more funding because it's a huge part of the Town's revenues and costs.

Mr. MacAskill quoted the amount of money owed to the Town on properties that may never be paid.

Mr. Howell thanked the Committee and commented that if they can take these off the list and do something for the Town, it would be great.

Ms. Kavanagh is excited to see what they've accomplished and thanked the Committee.

Mr. Ballantine appreciated that they looked at this in a holistic fashion. He thanked the Committee for bringing it to them in an organized and thoughtful way. He asked if there is money to move this forward.

Mr. Howell replied that they have money.

Mr. Idman responded that they have appropriated money for title work, then multiply that by 10. He explained the involved processes, the costs and additional appropriations. He ended that Town Council had done a lot of work in the 80's and 90's and the Assessor's office is still working off some of that research.

Mr. Ballantine commented that they should be looking for an action plan. He asked Mr. Idman what the steps should be.

Mr. Idman replied that the first step is title work.

Mr. MacAskill noted that they have had a difficult time finding appraisers, surveying and tax title researchers. There's a plan on this coming budget based on direction from the Board to add some of those components.

Ms. Anderson expressed her appreciation for the work the Committee did and how they presented the information.

Mr. MacAskill has taken the direction to get this done. He noted the Judah Eldredge property which will be surveyed to take it to the next level. He commented that they have to escrow the money they spend but they will eventually get that money back. He hopes the Board gets behind

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this no matter what they have to spend, it's been talked about for many years and it's time to do something and to look forward. He referenced Hall's Path and the cost of legal fees and how many are working on it and that it never had to happen, He also noted the 61 acre piece close to the dump. They cannot allow that to be taken by anyone when the town may have to take effluent back if/when a deal is made with Dennis and the town may have to build their own treatment facility. That could be taken by eminent domain for a purpose that is an actual emergency. He feels whatever they take should be care, custody and control of the Board of Selectmen until they have the right amount of input and figure out what the land should be used for. He would support going to Town Meeting with a global taking. He would like the tax office to look at the list and compare it to land value compared to the ones that have been fixed. He noted the 3 categories, people behind in their taxes, miscellaneous parcels and owners unknown. He feels the Board has to work toward eminent domain to control future growth. He feels they should go to Town Meeting with some sort of package that they are taking some of this land.

Mr. Howell commented that no one's been able to work to clear titles in a year so the town had a one year hiatus. He suggested combining the resume plan money with that time out. There is a place to get money now that wasn't available before.

Ms. Kavanagh would like to have legal weigh in on Mr. Howell's idea.

Mr. Dennan referred to the statement that the Town was accumulating interest on taxes that were due. He asked, if the interest in the amount of taxes is exceeding the value of the land, will there be a write down of the asset or if that has been contemplated.

Mr. MacAskill replied that it has been contemplated. He will ask the Finance Director and forward her answer to Mr. Dennan. He will keep this on the agenda until they make a Board decision to make a packet of something for this Town Meeting.

Ms. Shovlin moved to adjourn, vote 5:0 in favor by roll call.

OLD BUSINESS

A. Update from Jon Idman, Town Planner, on information of Local Planning Committee (LPC)

Jon Idman Town Planner reported that 20 people have shown an interest in joining the Committee and they're all excellent candidates. He recommends making the entire committee a committee of at large members and explained his reasoning. He also discussed the interview and selection process and made suggestions.

Mr. MacAskill asked how many people were going to be on the original committee.

Mr. Idman replied that they had talked about 11 with 6 ex-officio members and 5 community at large members. He would like to stay with the 11, more would get too difficult.

Ms. Anderson likes the idea of having 11 at large. She supports Jon's plan.

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Mr. Ballantine confirmed that there are 20 applicants, and the purpose of the Selection Committee would be to reduce that to 11.

Ms. Kavanagh agreed, after the interview process, maybe some who aren't chosen will work on other committees.

Mr. Howell agrees with Mr. Idman that there is a collateral advantage.

Mr. MacAskill agrees that the interviews could be done on a Saturday and he would like to see the Town Planner and Town Administrator be part of it. It doesn't have to be the whole Board but he will open it up to the Board.

Mr. Ballantine suggested using the Interview Committee already in place and then any Board member can join in.

Mr. Howell agrees with the Saturday and suggests they take a vote to reconstruct it with 11 at large.

Ms. Anderson also agrees with using the Interview Committee and she would also like to attend.

Ms. Kavanagh also agrees and would like the option to attend.

Mr. MacAskill will put it on to change the structure for a vote next week. He will also contact the Town Administrator to arrange a time with Mr. Idman and then coordinate with the applicants.

Mr. Idman will give the Town Administrator the applications and resumes.

Ms. Anderson suggested there be some structure to the questions so each candidate answers the same questions.

Mr. Idman agrees and will have a conversation with the Town Administrator about the interview questions.

Mr. MacAskill suggested that each Board member submit to staff the questions they would want to ask the applicants.

Mr. MacAskill asked if Mr. Idman and the Town Administrator should go over the 20 applications first to be sure they should all be interviewed.

Mr. Idman commented that it is a good group of applicants, some have more pointed agendas but he would not reject any on that basis. That will be part of the interview process. He will discuss that with the Town Administrator.

B. Discussion and update on all items related to wastewater and Comprehensive Wastewater Management Plan (CWMP)

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Dan Pelletier Superintendent of Water & Wastewater began his update with news that within the next week or two they will be mailing the Order to Connect letters for Contract One of the Phase Two Sewer Project. The Operations Agreement with Wesson and Samson and Chatham has been signed and letters should be forthcoming. DEP was onsite to inspect the Contract 2 pump stations CDM Smith has provided all the closeout documentation for DEP so we will receive approval to operate for Contract 2's collection system. The remaining letters will be issued at that point. For customers coming on line to the sewer system, they put together data and created a GIS map. He explained how residents can use the map to get information on what their quarterly sewer bill might be. This map is on the harwichwater.com home page.

Mr. MacAskill requested that it be added to the Wastewater tab on the Town of Harwich website.

Mr. Pelletier continued that they have also been working with the Barnstable County Septic Loan Program to have septic loans offered at 0% for service connections. It is not in place yet but it is in process.

Mr. MacAskill asked what the Order to Connect will say.

Mr. Pelletier replied that the Order to Connect comes from the Board of Health but they are supplementing that with a welcome package that includes a check list. The Order to Connect states that the Board of Health is mandating connection and that they need to do so within 2 years

Mr. Ballantine asked if residents start paying the bill when they get the letter or when they connect.

Mr. Pelletier answered that the first bill would be after you connect your home. He continued that some time ago they started the Sewer CAD model contract, GHD notified him today that the final report and memo will be sent in the next couple of weeks. Also, regarding the Fertilizer Bylaw which the Town of Harwich adopted last January, KP Law has advised that Chapter 262 of the Acts of 2012 preempt local regulation of fertilizer application regulations. Because that regulation was not adopted prior to 2012, it was not grandfathered in. He suggested the Town of Harwich prepare a fertilizer PR campaign and he noted how that could be done. It would allow the Town to keep the 200 kilogram credit on the watershed permit. He would like to do that over the next year.

Ms. Kavanagh noted that there would be some cost in doing that. She asked if he would need assistance from them or staff.

Mr. Pelletier replied that at this stage he wouldn't be asking for help. He would try and structure it as something he can do with mailings etc.

Sharon Pflieger, Vice Chair Board of Health, but not representing them tonight, reminded people that the decision that came in from Cape Cod and the state was to educate people and not by regulations and bylaws. She noted that the education and budget for that are part of the CWMP

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that was agreed to. When they had to rescind the regulations, they took the MDAR regulations and tweeted it which is currently on their website for people to use as a guideline for what they can and should do.

Mr. Pelletier will contact Mr. Fernandez at the golf course and ask what they have been doing.

Mr. Ballantine asked why they can't state, in regards to the Pleasant Bay Alliance that they're adopting as required the state regulations. He suggested they're making it more complicated than it need be. He also noted that other towns, for enforcement, treat it like conservation. They don't actively look for people, it's more reporting.

Mr. Idman commented that's not just a matter of, you can't be inconsistent with the state regulations, it's a matter of preemption. There is no authority to administer or enforce. In 2016 when the CWMP was going through, the time period for adopting regulations had already expired.

Mr. Howell summarized the situation.

Ms. Kavanagh noted that Order of Conditions from Conservation specifically cited that you cannot have fertilizers and they restrict them. She questioned who is watching over that.

Mr. Idman noted that they are difficult to enforce. He suggested to Mr. Pelletier, regarding education, that there is a Fertilizer Certification Program through Barnstable County Extension.

Mr. Pelletier noted that after Yarmouth walked away from DHY there had been discussion about a Harwich Dennis partnership. He gave a description of what Dennis has been planning and that they are still working to resolve effluent recharge, Harwich has recharge sites which may be viable for a Dennis/Harwich treatment plant. He asked, before he proceeds, if the Board is on board with 2 main things; that we are open to receiving and recharging effluent from a joint Dennis/Harwich treatment plant and that we do want to pursue with Dennis for treatment of Harwich's effluent. He would like to be able to advocate on behalf of Harwich with the support of the Board.

Mr. MacAskill noted that they had driven the DHY until it didn't go anywhere. He asked the Board if they are interested in continuing discussions with Dennis and Harwich /DH and is it worth it to have our subject matter expert, Dan, attend those meetings. Also the Town Administrator would want to be part of those conversations.

Mr. Howell would like to explore the DH option.

Mr. Pelletier clarified that when he says he would advocate for Harwich he meant the nuts and bolts. Governance remains with the Board and the Administrator.

Mr. MacAskill added that they never had the numbers of going it alone vs going with another town. He hopes to work in that direction.

Mr. Pelletier notes that he could not prepare an estimate for cost until they got into the governance details. He explained the different variations of agreements.

Ms. Kavanagh is also interested in a partnership and she is ok with Mr. Pelletier participating.

Mr. Ballantine feels they should move ahead with DH.

Ms. Anderson agrees, it makes sense to not do it ourselves.

Mr. Pelletier noted that when they talk about taking effluent back for recharge in Harwich, once the water goes in its blended so it'd be a blended effluent back. Some people may object to us taking Dennis' effluent back. To dispel concerns it's important to note that with a recharge site in Harwich, we control what we build, treat wastewater to drinking water standards and if contaminants arise, it is within our rights to do so.

Mr. MacAskill commented that the level of treatment would have to be discussed with Dennis up front.

Mr. Pelletier spoke of Phase 2 and neighborhoods that were removed when Contract 1 came in overbid. He listed the streets as follows: 1/2 Bay Road, 1/2 Williamsburg Ave, Vicksburg Ave, Old Carriage Drive, Huckleberry Path, Sadie's Way, Lily Lane, Sugar Hill Drive, Deer Meadow Road, Tern Road, Locust Drive, Nickerson Road, Marsh view Road. There is no discussion to date as to what the Town's action will be for those.

Mr. MacAskill asked Mr. Pelletier to send that list to staff so that it may be included in the minutes.

Mr. Pelletier continued that all of those neighborhoods reside in the Upper and Lower Muddy Creek Water Sheds. There're 4 primary watersheds in East Harwich that they are looking to remove nitrogen from, those 2 plus Round Cove and Pleasant Bay. He described the MEB reports and data for each watershed over the years of testing. He explained what an attenuation rate is and what it means in terms of nitrogen going through. In Muddy Creek there is more nitrogen going in but there is a better system of flushing it out. The new Watershed model that is under contract with UMASS is what he believes will be the final step. In Upper Muddy Creek, the best available day suggests they have succeeded in what we need to remove. In Lower Muddy Creek, we have 983 out of 986 kilograms, that's good also. Until they get more data, he hesitates to make recommendations on the streets he just listed off and he explained his reasons. He expects to get those reports in about 6 months. Another example is, that if they don't have sewers on their street in Bascom Hollow by 2021 they were going to have to convert their conventional septic system to IAs sewerage. Round Cove and Pleasant Bay cannot be done without going up Route 39. He suggested that if they're going to pump the brakes they should focus on Pleasant Bay, Round Cove sub water sheds. He struggles with seeing people invest in systems that all have to be replaced and the town won't get credit for nitrogen removal in Bascom Hollow because they're not monitored by governmental agencies.

Mr. MacAskill asked, if we go by it, why not pick it up.

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Mr. Pelletier replied that if we go by it and pick it up, what do we do short term while they're under mandate from the Board of Health.

Mr. MacAskill stated that today's mandate is not tomorrow's mandate so all of those that say that we're over sewerage, with all these reports that were inconsistent at best, with nobody knowing what the inlet in Chatham is going to be and the flow of water may change, he feels it's being responsible to over sewer rather than not. His position is that if we go by it, pick it up why go back.

Mr. Howell commented that they promised to provide an above board estimate of what needed to be done and why and then follow that as a game plan. If it's only 6-8 months, he hopes they can hold off until they get a comprehensive report back.

Mr. Pelletier is also on board with waiting and added there may be some monetary consideration given as to which streets we do and which we don't as well and gave examples.

Ms. Kavanagh comments that there is money coming their way and plans and preparedness is important in all of that. She is not loving the idea of paying for sewer but understands the importance of it. She thinks it's important that they're spending all this money for an infrastructure and don't know what the numbers are going to be moving forward. She also understands the concerns of the IA's and that they are more money than connecting to sewer. She thinks they should be prepared and not draw it out and lose out on any kind of monies.

Mr. Pelletier noted an economic reason. We need customers to generate revenue for this department so we are not relying on the General Fund. The more streets we go past and don't pick up keeps our customer base smaller, revenues smaller and more reliant on the General Fund.

Mr. MacAskill commented that it could be on the economic side for developers in Bascom Hollow to say they have to spend X on IA's and chip in to sewer the road.

Ms. Kavanagh commented on how many times they're going to rip up the roads. She feels if we're doing all this work, as we're going we should pull in what we can so we're not doing it all over again.

Mr. Ballantine would like to keep on track. Even if we get a new report, he would like to move forward and stay the course.

Ms. Anderson agrees that Bascom Hollow has an issue with septic and we ought to pick that up. She is unclear if that meant they'd pick up all the streets that were dropped or just Bascom Hollow.

Mr. Pelletier replied that the design will tell them a lot. He described the different ways to get to Pleasant Bay and Round Cove. If they go up 39 there should be a discussion regarding the streets that were stripped from Phase 2 along 39. If they go up Church Street there would be discussion on those abutters.

Mr. MacAskill commented that no decision has to be made tonight. The consensus of the Board is to show us, it depends on which direction we are going to go.

Mr. Howell noted that he had a conversation at the Clean Waters Management Board and he brought up that if they have this ARPA money, he suggested maybe some could be taken off the top and replenish the fund. It's a financial burden for some people. They voted to have the incoming chair write a letter to the Commissioners because they make the decision on what gets disbursed and in what way.

Ms. Kavanagh noted that if someone had a septic loan and had to get a sewer alone they could have 2 at the same time.

Mr. MacAskill asked when they are looking at a proposed date for the Phase 3 collection system so that we are ready for a shovel ready project.

Mr. Pelletier replied he thinks the design contract was a year but he has to check. Also he has a virtual meeting and an in person meeting this week to hear the public's questions and concerns regarding the CWMP.

SELECTMEN'S REPORT

No reports

Mr. Ballantine moved to adjourn, 2nd by Ms. Kavanagh. Vote 5:0 by roll call.

Respectfully submitted
Recording Secretary
Judith R. Moldstad

NEW BUSINESS

VOTE OF THE BOARD OF SELECTMEN

I, the Clerk of the Board of Selectmen of the Town of Harwich, Massachusetts (the “Town”), certify that at a meeting of the board held June 6, 2022, of which meeting all members of the board were duly notified and at which a quorum was present, the following votes were unanimously passed, all of which appear upon the official record of the board in my custody:

Voted: that the sale of the \$5,135,000 General Obligation Municipal Purpose Loan of 2022 Bonds, Unlimited Tax of the Town dated June 9, 2022 (the “Bonds”), to Fidelity Capital Markets, a division of National Financial Services LLC at the price of \$5,576,963.10 and accrued interest is hereby approved and confirmed. The Bonds shall be payable on June 1 of the years and in the principal amounts and bear interest at the respective rates, as follows:

<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
2023	\$545,000	5.00%	2033	\$170,000	5.00%
2024	510,000	5.00	2034	170,000	5.00
2025	425,000	5.00	2035	170,000	4.00
2026	425,000	5.00	2036	170,000	4.00
2027	365,000	5.00	2037	170,000	4.00
2028	240,000	5.00	2038	170,000	4.00
2029	235,000	5.00	2039	170,000	4.00
2030	230,000	5.00	2040	170,000	4.00
2031	230,000	5.00	2041	170,000	4.00
2032	230,000	5.00	2042	170,000	4.00

Further Voted: that in connection with the marketing and sale of the Bonds, the preparation and distribution of a Notice of Sale and Preliminary Official Statement dated May 18, 2022, and a final Official Statement dated May 25, 2022 (the “Official Statement”), each in such form as may be approved by the Town Treasurer, be and hereby are ratified, confirmed, approved and adopted.

Further Voted: that the Bonds shall be subject to redemption, at the option of the Town, upon such terms and conditions as are set forth in the Official Statement.

Further Voted: that the Town Treasurer and the Board of Selectmen be, and hereby are, authorized to execute and deliver a continuing disclosure undertaking in compliance with SEC Rule 15c2-12 in such form as may be approved by bond counsel to the Town, which undertaking shall be incorporated by reference in the Bonds for the benefit of the holders of the Bonds from time to time.

Further Voted: that we authorize and direct the Town Treasurer to establish post issuance federal tax compliance procedures and continuing disclosure procedures in such forms as the Town Treasurer and bond counsel deem sufficient, or if such procedures are

currently in place, to review and update said procedures, in order to monitor and maintain the tax-exempt status of the Bonds and to comply with relevant securities laws.

Further Voted: that any certificates or documents relating to the Bonds (collectively, the “Documents”), may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document; delivery of an executed counterpart of a signature page to a Document by electronic mail in a “.pdf” file or by other electronic transmission shall be as effective as delivery of a manually executed counterpart signature page to such Document; and electronic signatures on any of the Documents shall be deemed original signatures for the purposes of the Documents and all matters relating thereto, having the same legal effect as original signatures.

Further Voted: that each member of the Board of Selectmen, the Town Clerk and the Town Treasurer be and hereby are, authorized to take any and all such actions, and execute and deliver such certificates, receipts or other documents as may be determined by them, or any of them, to be necessary or convenient to carry into effect the provisions of the foregoing votes.

I further certify that the votes were taken at a meeting open to the public, that no vote was taken by secret ballot, that a notice stating the place, date, time and agenda for the meeting (which agenda included the adoption of the above votes) was filed with the Town Clerk and a copy thereof posted in a manner conspicuously visible to the public at all hours in or on the municipal building that the office of the Town Clerk is located or, if applicable, in accordance with an alternative method of notice prescribed or approved by the Attorney General as set forth in 940 CMR 29.03(2)(b) at least 48 hours, not including Saturdays, Sundays and legal holidays, prior to the time of the meeting and remained so posted at the time of the meeting, that no deliberations or decision in connection with the sale of the Bonds were taken in executive session, all in accordance with G.L. c.30A, §§18-25, as amended.

Dated: June 6, 2022

Clerk of the Board of Selectmen

Section 5. Severability

1-5-1 If any provision of this charter is held invalid, the other provisions of the charter shall not be affected by that holding. If the application of this charter to any person or circumstance is held invalid, the application of this charter to other persons and circumstances shall not be affected by that holding.

Section 6. Intergovernmental Relations

1-6-1 Consistent with the provisions of law, the town may exercise any of its powers, perform any of its functions, or participate in the financing thereof, by contract or otherwise, jointly or in cooperation with any 1 or more municipalities, civil divisions, subdivisions, or agencies of the commonwealth, other states, or the United States government.

CHAPTER 2. TOWN MEETING

Section 1. Organization and Powers

2-1-1 The legislative powers of the town shall be exercised by a town meeting open to all registered voters of the town.

2-1-2 The town meeting shall consider and act upon all articles included in any town meeting warrant with or without amendments.

2-1-3 The town meeting shall possess and may exercise all powers granted under general law.

Section 2. Warrants

2-2-1 Warrants for all town meetings shall be issued by the board of selectmen and opened and closed in accordance with the by-laws, chapter 1, article 1, part 1-101.¹

2-2-2 The warrants for all town meetings shall be published in a newspaper of general circulation within the town at least 14 days before the meeting, and shall be posted in a public place in every precinct in the town at least 14 days before the meeting.

Section 3. Procedures

2-3-1 The annual election of town officers shall be called under clause 8-1-1 of chapter 8. The annual town meeting for transaction of other town business shall be held the first Monday in May.

2-3-2 A special town meeting may be called by the board of selectmen and shall be called by that board upon the request, in writing, of at least 200 registered voters of the town.

¹Editor's Note: See now Ch. 271, Town Meeting, § 271-1.

Chapter 271

Town Meeting

[HISTORY: Adopted by the Special Town Meeting of the Town of Harwich 5-5-2009 by Art. 1. Amendments noted where applicable.]

§ 271-1 Submission of articles.

- A. All articles to be inserted in the May Town Meeting shall be submitted in final form, in writing to the Selectmen no later than 12:00 noon on the second Friday in February. All articles for a Special Town Meeting shall be presented as aforesaid at least 40 days before the Special Town Meeting. **[Amended 5-6-2013 ATM by Art. 39]**

- B. A copy of all articles to be inserted in the warrant for any Town Meeting shall be submitted by the Board of Selectmen to the Finance Committee not later than 14 days after the deadline for the submission of articles set forth in Subsection A above.

TOWN OF HARWICH
PROCEDURE FOR REMOTE PARTICIPATION

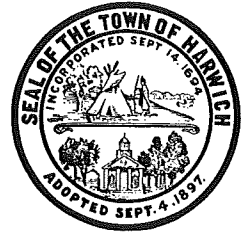
Remote Meeting Participation is authorized by amended Open Meeting Law regulation and is available to all municipal Boards, Committees and Commissions in accordance with the Attorney General's CMR 29.10 issued on November 11, 2011 (see attached) and approved by a vote of the Board of Selectmen on December 12, 2011. The Board of Selectmen on January 9, 2012 further adopted these local procedures for remote participation so long as a quorum of the body, including the chair or, in the chair's absence, the person authorized to chair the meeting, shall be physically present at the meeting location.

- 1) The Town of Harwich will allow remote participation by audio and/or video communication.
- 2) A member of a Board, Committee or Commission who cannot attend a meeting for one or more of the five permissible reasons, must notify the chair/ acting chair that they qualify for and wish to participate remotely, or acting chair if the chair is seeking remote participation, and the chair /acting chair shall notify the Information Technology Director for set up of the tele-conference equipment in a meeting room at least 24 hours prior to the scheduled meeting based on the availability of equipment. (A cell phone with speaker phone or skype audio or video is an acceptable alternative technology but must be clearly audible to one another). When video technology is in use, the remote participant shall be clearly visible to all persons present in the meeting location.
- 3) Chair or Acting Chair shall identify for the record any or all remote participants at the start of the meeting.
- 4) To assure accurate votes taken during the meeting, the Chair shall specifically ask for the remote participant's vote.
- 5) The meeting minutes shall reflect the member who participated by remote access.
- 6) Members are allowed to participate remotely up to three times per calendar year. If circumstances warrant an extension longer than three remote participations per year, the Board of Selectmen must vote to grant such extension.
- 7) Remote participation shall be limited to two (2) members at any meeting.
- 8) Cost of remote participation shall be borne by the remotely participating member.

The five permissible reasons allowed for remote participation are:

- 1) Personal illness;
- 2) Personal disability;
- 3) Emergency;
- 4) Military service; or
- 5) Geographic distance

Adopted at a Public Meeting of the Board of Selectmen on January 9, 2012.
Amended May 23, 2016



To: All Departments, Committees, Commissions and Boards appointed by the Board of Selectmen

This letter is to inform you of a standing Policy of the Board of Selectmen adopted at a public Meeting of the Board held on March 22, 1994, reaffirmed on January 26, 2009, and amended on August 10, 2009 as follows:

CHANGES IN THE RULES, REGULATIONS AND/OR FEES BY ANY BOARD, COMMISSION OR COMMITTEE SHALL BE PRESENTED TO THE BOARD OF SELECTMEN FOR FINAL ADOPTION. ALL SUCH PROPOSED CHANGES SHALL BE PRESENTED AT AN OPEN PUBLIC MEETING. THE CHANGES TO BE CONSIDERED, ALONG WITH THE TIME AND PLACE OF THE MEETING, SHALL BE ADVERTISED IN A NEWSPAPER OF GENERAL CIRCULATION DESIGNATED FOR LEGAL NOTICE BY THE BOARD OF SELECTMEN AND POSTED ON THE TOWN WEBSITE AT LEAST TWO WEEKS (14 DAYS) PRIOR TO THE PUBLIC MEETING. IF A NOTICED PUBLIC MEETING IS REQUIRED AND HAS BEEN HELD IN THE COURSE OF THE BOARD, COMMITTEE OR COMMISSION'S CONSIDERATION AND ADOPTION OF SUCH CHANGES, THE BOARD OF SELECTMEN NEED NOT HOLD AN ADDITIONAL NOTICED PUBLIC MEETING BEFORE ADOPTING RECOMMENDED CHANGES.

Please keep this time-frame in mind when submitting any change in Rules, Regulations and/or Rates for the Selectmen's approval.

Development of this policy will keep the public better informed and will allow citizens of the Town an ample opportunity to be aware of and to study the proposed changes should they desire to offer input at the Selectmen's meeting.

We are sorry for any inconvenience this may cause your department, but we do thank you for your cooperation.

Edward J. McManus, Chairman

Lawrence P. Cole

Robin D. Wilkins

Angelo S. La Mantia

Larry G. Ballantine

Adopted – March 24, 1994
Reaffirmed – January 26, 2009
Amended – August 10, 2009

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Joseph F. Powers, *Town Administrator*
Meggan M. Eldredge, Assistant Town Administrator

732 MAIN STREET, HARWICH, MA



MEMO

TO: Board of Selectmen

FROM: Joseph F. Powers, *JF Powers* Town Administrator

CC: Meggan M. Eldredge, Assistant Town Administrator
Ellen A. Powell, Executive Assistant

RE: 2022 Committee Reappointments

DATE: June 6, 2022

Attached are the 2022 Committee and Miscellaneous Reappointments list. Committee members were notified of their upcoming term expiration date via mail on March 28, 2022. Members that wished to not be reappointed have been removed from the list and acknowledgment of their service to the Town will be sent at the end of their term (June 30, 2022).

Recommendations/nominations from select committees, whose members are comprised of other committees such as Community Preservation Committee, Traffic Safety Committee, Capital Outlay Committee, and Community Center Facilities Committee, will be requested to submit their recommendations after reappointments.

Attached is the 2022 Miscellaneous Reappointments list. These appointments are for a one-year term.

2022 Reappointment List				
Last Name	First Name	Organization Name	Expiration	
Howell	Donald	Affordable Housing Trust	06/30/2022	
Lowney	Brendan	Affordable Housing Trust	06/30/2022	
Brown	Jeff	Agricultural Commission	06/30/2022	
Gingras	Aaron	Agricultural Commission	06/30/2022	
Hall	Benjamin	Agricultural Commission	06/30/2022	
Docken	Andrew	Bikeways Committee	06/30/2022	
Salewski	Francis	Bikeways Committee	06/30/2022	
Sullivan	Brian	Board of Appeals	06/30/2022	
Kavanaugh	Jay	Board of Assessors	06/30/2022	
Pfleger, M.S.	Sharon	Board of Health	06/30/2022	
Dowgaillo, D M D	Ronald	Board of Health	06/30/2022	
Spitz	David	Brooks Academy Museum Commission	06/30/2022	
Doucette	Anita	By-law Charter Review Committee	06/30/2022	
Thompson	Robert	Cemetery Commission	06/30/2022	
Ketchum	John	Conservation Commission	06/30/2022	
Coleman	Mark	Conservation Commission	06/30/2022	
Smith	Ralph	Council on Aging	06/30/2022	
Mangan	James	Council on Aging	06/30/2022	
Chilaka	Angelina	Council on Aging	06/30/2022	
Smith	Clement	Golf Committee	06/30/2022	
Duffy	Martha	Golf Committee	06/30/2022	
Lane	Dinah	Harwich Cultural Council	06/30/2022	
Waystack	Bernadette	Harwich Cultural Council	06/30/2022	
Campagna	Maryann	Harwich Accessibility Rights Committee	06/30/2022	
Patterson	Meg	Harwich Housing Committee	06/30/2022	
Bradley	Robert	Historical/Historic District Commission	06/30/2022	unable to contact
Lowney	Brendan	Historical/Historic District Commission	06/30/2022	
Chadwick	Craig	Planning Board	06/30/2022	
Tucker	Ann	Planning Board	06/30/2022	
Brutti	Emily	Planning Board	06/30/2022	
Shovlin	Elaine	Real Estate and Open Space Committee	06/30/2022	
Fenn	Margo	Real Estate and Open Space Committee	06/30/2022	
Crowley	Francis	Recreation and Youth Commission	06/30/2022	
Khachadoorian	Vahan	Recreation and Youth Commission	06/30/2022	
Saulnier	Ronald	Shellfish Constables	06/30/2022	
Knight	Dean	Shellfish Constables	06/30/2022	
Garber	Greg	Shellfish Constables	06/30/2022	
Cebula	Linda	Traffic Safety	06/30/2022	
Gerson	Eleanor	Treasure Chest Committee	06/30/2022	
Garrity	Eileen	Treasure Chest Committee	06/30/2022	
Casey	Daniel	Waterways Committee	06/30/2022	
Drushella	Kent	Waterways Committee	06/30/2022	
Walpole	James	Waterways Committee - Alternate	06/30/2022	
Jordan	Joy	Youth Services Committee	06/30/2022	
Groswald	Pamela	Voter Information Committee	06/30/2022	
Eldredge	Meggan	Harwich Accessibility Rights Committee	06/30/2022	ADA Compliance Officer

Miscellaneous Re-Appointments

To the Harwich Board of Selectmen:

May 23, 2022

The following list of annual “Miscellaneous” re-appointments. The terms of the following appointments will expire on June 30, 2023.

Organization	Name
Barnstable County Waste Management Advisory	Lincoln Hooper
Barnstable County Regional Emergency Planning Committee	Joseph F. Powers
Barnstable County Regional Emergency Planning Committee (Alternate)	Craig Thornton
Cape Cod Regional Transit Authority Representative	
Cape Cod Joint Transportation Committee Representative	Joseph F. Powers
Cape Cod Joint Transportation Committee Representative (Alternate)	Lincoln Hooper
Forest Warden	David LeBlanc
Hazardous Materials Coordinator	David LeBlanc
Health Officer	Kathleen O’Neill
Local Emergency Planning Committee	David LeBlanc
Local Organizing Committee On Hazardous Waste	Kathleen O’Neill
Municipal Coordinator for Toxic Waste	David LeBlanc
Right-To-Know Coordinator for Hazardous Materials	David LeBlanc
Oil Spill Coordinator	David LeBlanc
Shellfish Constable	Heinz Proft
Tree Warden	Lincoln Hooper

OLD BUSINESS

Harwich Recreation & Youth Department Park, Beach & Commission

100 Oak Street, Harwich MA 02645



To: Harwich Board of Selectmen, Town Administrator; Joseph Powers
From: Harwich Recreation and Youth Commission, Recreation Director; Eric Beebe
Date: 5-6-22
Re: Beach and Beach Parking Lots Closing Time

The Harwich Recreation and Youth Commission held a public hearing on Tuesday March 29th regarding the hours for Town Public Beaches and Beach Parking lots.

At the meeting the Commission received input from the public, neighbors to public beaches, and the Harwich Police Department on their recommendations to the matter.

The Recreation and Youth Commission voted unanimously to change the beach and parking lot closing hours to 10pm-6am for all Town of Harwich public beaches and parking lots. This would amend the prior regulation of Midnight-6am.

This is an effort to curb late night vandalism, loitering etc. at the public town beaches. This proposed amendment was endorsed by the Chief of Police and the public who attended the public hearing.

Thank you for your attention to this matter,

Eric Beebe

Director-Harwich Recreation Department

100 Oak Street

Harwich, MA 02645

Fax 508-430-7579

Director:

Executive Assistant:

Recreation Program Specialist II:

Eric J. Beebe 508-430-7552

Lee A. Ames 508-430-7553

Susan H. Fraser 508-430-7554

ebeebe@town.harwich.ma.us

leeames@town.harwich.ma.us

sfraser@town.harwich.ma.us

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Joseph F. Powers, *Town Administrator*
Meggan Eldredge, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA 02645



MEMO

TO: Joseph F. Powers, Town Administrator

FROM: Danielle Delaney, Executive Assistant – Licensing

CC: Board of Selectmen
Meggan M. Eldredge, Assistant Town Administrator

RE: Common Victuallers License – Alecsie’s House of Pizza

DATE: June 3, 2021

On May 23, 2022, the Board of Selectmen granted an annual Common Victuallers License to Grumpy Pete’s Pizza LLC d/b/a Alecsie’s House of Pizza that is now no longer needed. On Friday, May 27, 2022, the Administration Office was notified by Grumpy Pete’s Pizza LLC d/b/a Alecsie’s House of Pizza, that the pending sale of the business would not be moving forward.

Therefore, I recommend the Board of Selectmen vote to rescind the approval of the annual Common Victuallers License to Grumpy Pete’s Pizza LLC d/b/a Alecsie’s House of Pizza – 181 Route 137, Unit 3. This action will leave the current Common Victuallers license in the correct owners’ name which is Alexander the Great, Inc. d/b/a Alecsie’s House of Pizza.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "License") is entered into on this 6th day of June, 2022, by and between the Town of Harwich, acting by and through its Board of Selectmen, having an address of 732 Main Street, Harwich, Massachusetts 02645 (the "Town"), and the Harwich Mariners/Cape Cod Baseball League, a nonprofit corporation/association, having an address of P.O. Box 201, Harwich Port, Massachusetts 02646 ("Licensee").

WHEREAS, the Town is the owner of record of a certain parcel of land located at Whitehouse Field, Harwich, that is improved by recreational fields and related facilities (the "Recreation Premises");

WHEREAS, Licensee is a frequent user of the Recreation Premises, and holds and/or participates in games thereon with other sports associations;

WHEREAS, Licensee desires to construct a merchandise building, at its sole cost, to enhance the use of the Recreation Premises by Licensee and others;

WHEREAS, Licensee requests that the Town permit Licensee to construct such facilities on the Recreation Premises, which property is located at Oak Street at Whitehouse Field, Harwich, and described in a deed recorded with the Barnstable County Registry of Deeds in Book 869, Page 149 (the "Property");

WHEREAS, the Town is amenable to allowing Licensee to construct the merchandise building on a portion of the Property; and

WHEREAS, the parties desire to set forth the terms and conditions of Licensee's use of the Property.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. USE, PURPOSE, TERM. The Town hereby grants Licensee and its contractors, agents, representatives, employees, and invitees a license to enter and use the portion of the Property shown as "License Area" (the "License Area") on the sketch plan attached hereto as Exhibit A and incorporated herein, for the sole purpose of constructing a merchandise building (the "Improvements"), which Improvements are approximately shown on the plans attached hereto as Exhibit B and incorporated herein. Licensee acknowledges that it is not required to construct the Improvements, but that should Licensee wish to construct the same, the Improvements shall be constructed at Licensee's sole cost and expense and in accordance with the terms and conditions set forth below (the "Work"). Licensee acknowledges and agrees that the Town shall not have any obligation to pay for or contribute toward the Improvements and other costs of the Work.

Such entry and use by Licensee, its contractors, agents, representatives, employees, permittees and invitees may be exercised from the date of this License until _____,

unless terminated in accordance with the provisions of Section 9 below. Such entry and use shall be further limited by the provisions of Section 5.

2. CONSIDERATION. In consideration for this License, Licensee shall pay a fee of \$1.00 and shall bear all costs and expenses associated with the exercise of the rights granted hereunder, together with the observation and performance by Licensee of all the obligations and covenants set forth within this License to the reasonable satisfaction of the Town.

3. CONDITION OF THE PREMISES. Licensee accepts the License Area in its “as is” condition for the purpose of this License, and acknowledges and agrees that the Town has made no representations or warranties regarding the fitness of the License Area, the supply of utilities thereto, or its suitability for the construction of the Improvements. Nothing in this License shall be construed as requiring the Town to maintain the License Area during the term of this License or in any manner. The Town has no obligation to supply any utilities to the License Area.

4. LICENSEE’S CONDUCT. During the exercise of the rights hereby granted, Licensee shall at all times conduct itself so as not to unreasonably interfere with the Town’s use of the License Area, and observe and obey directives of the Town and its duly designated representatives, as well as all applicable laws, statutes, by-laws, regulations and permitting or licensing requirements. Licensee shall, during the term of this License and at its sole expense, maintain the License Area and the Improvements and other structures thereon in good and safe order and condition. The Licensee’s responsibilities shall include the restoration or repair of any and all damage to the License Area and/or the remaining Property resulting from any act, failure to act or negligence of the Licensee, its contractors, agents, representatives, employees, invitees and/or permittees (with the Licensee, the “Licensee Parties”). This obligation shall survive the expiration or termination of this License.

5. WORK. The Licensee shall commence the Work and pursue its completion with reasonable diligence. The parties acknowledge that the plans attached hereto as Exhibit B are a preliminary drawing of the Improvements and that Licensee shall, at least thirty (30) days prior to commencing any Work on the License Area, provide the Town with, and obtain the Town’s written approval of, the design of the Improvements and detailed construction drawings and specifications, prepared at Licensee’s cost, showing the Improvements to be constructed (the “Approved Plans”) and such other documents as the Town may reasonably request. The Improvements shall be constructed substantially in accordance with the Approved Plans. Licensee shall not make any other alterations to the License Area without the Town’s prior written consent, which may be withheld in its sole discretion.

The Licensee shall procure all necessary permits before undertaking the Work, and cause all the Work to be performed in a good and workmanlike manner, and in accordance with the requirements of insurers, employing new materials of good quality. The Licensee shall at all times comply with (i) the plans and specifications; and (ii) all applicable local, state and federal rules, regulations, statutes, and by-laws.

The Licensee shall not permit any mechanic's liens or similar liens to remain upon the License Area and/or the remaining Property for labor and materials furnished to the Licensee in connection with work of any character performed at the direction of Licensee and shall cause any such lien to be released of record without cost to the Town. If the Licensee does not perform the Work itself, it shall employ responsible contractors to perform the Work. All laborers and materialmen furnishing labor and materials for the Work shall release the Town from any and all liability.

The Licensee shall install such fencing and other safety devices, if any, necessary to ensure the safety of the Town's personnel, persons on the License Area and the Property, adjacent property owners and their property and the general public. The Town is not responsible for the security of the License Area and the Work, which shall be at all times the sole responsibility of the Licensee.

The Licensee may bring such vehicles and other equipment upon the License Area as would ordinarily be used to undertake the Work, but the Licensee shall not store any equipment or materials thereon without the Town's prior written consent. The Licensee shall be responsible for the security of its equipment, materials, and the Improvements. The Town shall have no responsibility for any damage to the same from theft or vandalism.

The Licensee shall inform the Town at least fourteen (14) days prior to the completion of the Work so that the Town may inspect the same and assess compliance with the terms hereof. Upon issuance of an acceptance of the Improvements by the Town, the Improvements shall become the property of the Town, at which time the Town shall be responsible to maintain the same.

The provisions of this Section shall survive the termination of this License.

6. INDEMNIFICATION AND RELEASE. The Licensee agrees to indemnify, defend and hold harmless the Town from and against any and all claims, demands, suits, actions, costs, judgments, whatsoever, including reasonable attorneys' fees, which may be imposed upon, incurred by, or asserted against the Town by reason of (a) any failure on the part of Licensee to comply with any provision or term required to be performed or complied with by Licensee under this License, (b) for the death, injury or property damage suffered by any person in or around the License Area relating in any way to Licensee's exercise of its rights under this License and/or the Improvements and/or the negligence or willful misconduct of any of the Licensee Parties, (c) the release, emission, storage or maintenance by Licensee or any of the other Licensee Parties of any toxic or hazardous waste or materials, pollutants, or substances, including without limitation, asbestos, PCBs, petroleum products and byproducts, substances defined or listed as "hazardous substances" or "toxic substances" or "hazardous waste" or "hazardous material", as those terms are defined by any applicable laws, rules or regulations; or (d) any defect in the materials installed or improvements made or negligence in the assembly or construction of the Improvements in, on, under or upon the License Area.

Licensee hereby releases the Town, its employees, officers, agents, board members, and attorneys from any claims, actions, rights of action, causes of action, damages, costs, loss of services, expenses, compensation, attorneys' fees or other liability or responsibility for Licensee's losses or damages related to the condition of the License Area, and Licensee agrees and covenants that it will not assert or bring, nor cause any third-party to assert or bring, any claim, demand, lawsuit or cause of action against the Town, including, without limitation, claims for property damages, diminution in property value claims, personal injury or death damages and any other damages relating to, or arising from, Licensee's use of the License Area.

The provisions of this Section shall survive the expiration or termination of this License.

7. INSURANCE; BOND. The Licensee shall maintain public liability insurance, including coverage for bodily injury, wrongful death and property damage, in the minimum amounts set forth herein to support the obligations of Licensee under the terms of this License to indemnify, defend and hold harmless the Town: General Liability: \$1,000,000 per occurrence; and \$3,000,000 Aggregate for Bodily Injury and Property Damage combined.

Prior to entering upon the License Area, and at such other times as the Town may reasonably request, the Licensee shall provide the Town with a certificate of insurance in each case indicating the Town is an additional insured on the policy(ies) and showing compliance with the foregoing provisions. Licensee shall require the insurer to give at least thirty (30) days' written notice of termination, reduction or cancellation of the policy(ies) to the Town. The insurance coverage required hereunder shall be placed with insurance companies licensed by the Massachusetts Division of Insurance to do business in the Commonwealth of Massachusetts and have a Best's rating of B+ or better.

To the extent required by law, Licensee or Licensee's contractors shall maintain the following insurance coverage:

- A. General Liability of at least \$1,000,000 Bodily Injury and Property Damage Liability Combined Single Limit with a \$3,000,000 Annual Aggregate Limit. The Town shall be named as an "Additional Insured." Products and Completed Operations shall be maintained for no less than three (3) years after completion of the project.
- B. Automobile Liability (applicable for any contractor who has an automobile operating exposure) of at least \$1,000,000 Bodily Injury and Property Damage per accident. The Town shall be named as an "Additional Insured."
- C. Worker's Compensation Insurance as required by law, including Employers Liability Part B.
- D. Builder's Risk Property Coverage for the full insurable value (completed value) of the Improvements, to include "All Risk" insurance for physical loss or damage including theft.
- E. Property Coverage for materials and supplies being transported by the contractor, as the Town's Property Contract provides for personal property within 1,000 feet of the Property.

- F. Umbrella Liability of at least \$2,000,000/aggregate. The Town shall be named as an “Additional Insured.”

Prior to the commencement of any work on the License Area, Licensee shall provide the Town with a copy of the contractor’s insurance certificate indicating liability insurance coverage as herein specified, and copies of any approvals, including any building permits necessary or obtained to conduct said construction.

To the extent possible, Licensee shall obtain, for each policy of insurance secured by it, provisions permitting waiver of any claims against the Town for loss or damage within the scope of the insurance, and Licensee, for itself and its insurers, waives all claims against the Town as to such claims covered by such insurance.

The required insurance coverages hereinbefore specified shall be placed with insurance companies licensed by the Massachusetts Division of Insurance to do business in the Commonwealth of Massachusetts.

Prior to the commencement of any Work, the Licensee shall provide the Town with a performance bond to secure the proper construction of the Work, in an amount reasonably acceptable to the Town and sufficient to support the obligations of the Licensee under the terms of this License. The Licensee will provide the Town with the bond naming the Town as secured party, and evidencing that the bond is in force and that such bond shall not be canceled, reduced, or materially changed without giving the Town at least thirty (30) days’ written notice. Such bond shall be maintained for a period of one (1) year from the date on which the Improvements have been accepted by the Town; if any repairs are required during said one-year period, the Town shall have the right to use the bond proceeds to perform such repairs. In the event that the Work has commenced and the Improvements are not constructed for any reason and/or the License Area is not restored in accordance with the terms hereof, the Town shall have the right to use the bond proceeds to complete the Work and/or remove the Improvements and restore the License Area, at its sole discretion. The provisions hereof shall survive the expiration and/or termination of this License.

8. RISK OF LOSS. Licensee agrees that it shall use and occupy the Property, including the License Area, at its own risk, and the Town, its agents, employees, representatives, officers, agents, board members and attorneys shall not be liable to Licensee for any injury or death to persons entering the License Area/Property pursuant to the License, or loss or damage to vehicles, equipment or other personal property of any nature whatsoever of Licensee, or of anyone claiming by or through Licensee, that are brought upon the License Area/Property pursuant to the License, except if such injury, death, loss or damages is caused by the willful act or gross negligence of the Town, or its employees, agents or contractors.

9. TERMINATION and REVOCATION. This License shall be revocable by either party upon written notice of revocation at least thirty (30) days prior to the termination date stated within said notice, except in the event of default in Licensee’s obligations, including the

insurance obligations, in which case reasonable notice may be given less than thirty (30) days prior to the termination date.

10. RIGHTS OF THE TOWN TO ENTER. The Town reserves the right and Licensee shall permit the Town to enter upon and use the License Area at any time and for any and all purposes at the Town's sole discretion, and Licensee's use shall not interfere with the Town's use of the License Area.

11. NOTICE. For purposes of this License, the parties shall be deemed duly notified in accordance with the terms and provisions hereof, if written notices are hand-delivered, sent by registered or certified mail, postage prepaid, or sent by recognized overnight mail, or sent by confirmed facsimile transmission, to the addresses set forth above, or to such other addresses as may from time to time hereafter be designated by the parties by like notice

12. MISCELLANEOUS

A. No Estate Created. This License shall not be construed as creating or vesting in Licensee any estate in the License Area, but only the limited right of use as hereinabove stated.

B. Survival of Terms and Provisions. All appropriate terms and provisions relating to the restoration of the License Area affected hereby shall survive the expiration and/or termination of this License, in addition to the survival of other terms stated herein to so survive.

C. Waivers. Notwithstanding anything herein to the contrary, no provision of this License, no entry upon, travel over or other use of the License Area by the Town, nor the Town's granting of any rights or assumption of any obligations hereunder shall not waive, bar, diminish or in any way affect: (i) any legal or equitable right of the Town to regulate or issue any order with respect to the affected premises; (ii) waive any limitations on liability afforded a body politic of the Commonwealth of Massachusetts; or (iii) the right of the Town to pursue any other claim, action, suit, damages or demand related thereto.

D. Severability. If any court determines any provision of this License to be invalid or unenforceable, the remainder of this instrument shall not be affected and each provision of this License Agreement shall be valid and enforceable to the fullest extent permitted by law.

E. Governing Law. This License shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, and any and all legal actions brought in connection with this License shall be brought in courts within the Commonwealth of Massachusetts.

[Remainder of Page Intentionally Left Blank]

In Witness Whereof, the parties hereto have caused this License Agreement to be executed on this 6th day of June, 2022.

TOWN OF HARWICH,
By Its Board of Selectmen

Michael MacAskill, Chair

Julie Kavanagh, Vice Chair

Mary Anderson, Clerk

Larry Ballantine, Member

Donald Howell, Member

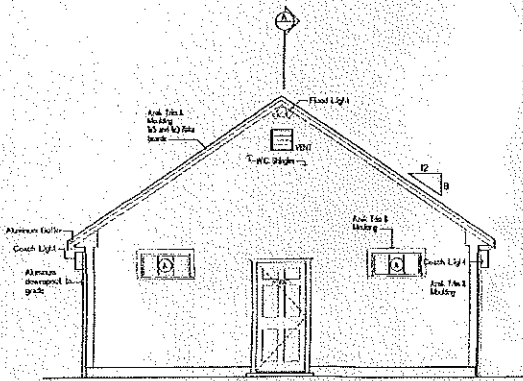
LICENSEE:
Harwich Mariners

By: _____
Name:
Title:

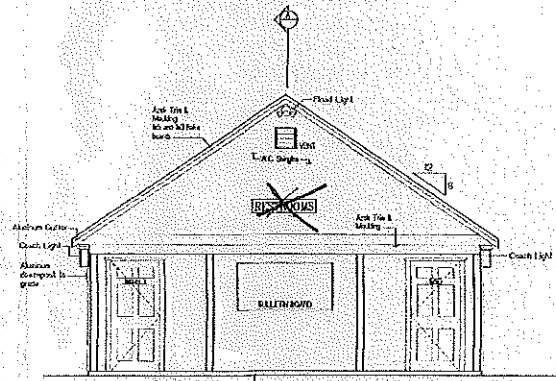
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EXHIBIT A

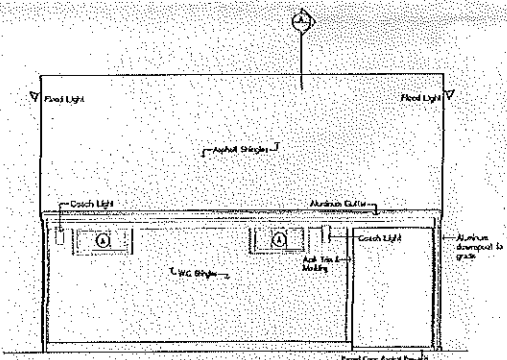
[Plan]



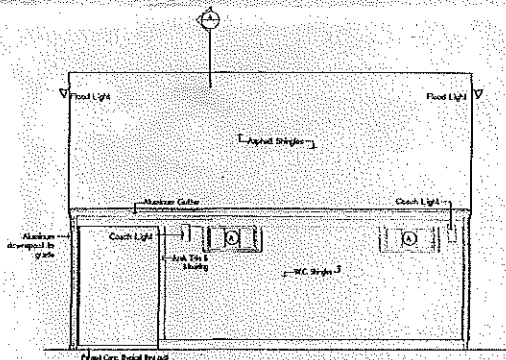
4 Proposed REAR ELEVATION
Scale: 1/4"=1'-0"



1 Proposed FRONT ELEVATION
Scale: 1/4"=1'-0"



3 Proposed LEFT ELEVATION
Scale: 1/4"=1'-0"



2 Proposed RIGHT ELEVATION
Scale: 1/4"=1'-0"

NOTE: This drawing is protected as an Architectural work under section 822 of the copyright act title 17 and may not be reproduced, copied or used without express permission of its author.
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ZIBRAT & MCCARTHY, LLC
0 1 2 3 4 5

Refer to "General Hiding Schedule-Table 2-WFCM Wood Frame Construction Manual"
Note: All construction shall be in accordance with American Forest and Paper Association "Wood Frame Construction Manual for One and Two Family Dwellings WFCM". Customer shall be responsible to review all details to assure proper installation methods.

ZIBRAT & MCCARTHY, LLC
63 Croywell Road
Chatham, Mass 02633
508-945-9424

PROPOSED RESTROOM FACILITY FOR:
HARWICH MARINERS
Oak St., Harwich, Ma.

0.971.00
A1

OFFICE OF THE TOWN ADMINISTRATOR

Joseph F. Powers, *Town Administrator*
Meggan Eldredge, *Assistant Town Administrator*

Phone (508) 430-7513

Fax (508) 432-5039

732 MAIN STREET, HARWICH, MA 02645



MEMO

TO: Joseph F. Powers, Town Administrator

FROM: Danielle Delaney, Executive Assistant – Licensing

CC: Board of Selectmen
Meggan M. Eldredge, Assistant Town Administrator

RE: Belmont Condominium Weekday Entertainment License request

DATE: June 3, 2021

At a Public Meeting, held on March 28, 2022, the Board of Selectmen approved a Weekday Entertainment license for the Belmont Condominium Beach Corp. d/b/a The Beach located at 1 Belmont Road. Details are outlined below:

*5:00 p.m. to 10:00 p.m. outside
Friday and Saturday only
Recorded/Live music with amplification and dancing*

Mr. Jay Donovan, Manager of the Belmont is requesting the Board of Selectmen reconsider their action and extend their entertainment license to 10:30 p.m. Attached is an email from Mr. Donovan with photos of the area where entertainment will be hosted along with a Memo from Police Chief David Guillemette.

Danielle Delaney

From: Belmont Condo Trust <belmontmanager@comcast.net>
Sent: Friday, May 20, 2022 1:47 PM
To: Danielle Delaney
Subject: Belmont Condominium Entertainment
Attachments: 20220520_130656.jpg; 20220520_130645.jpg; 20220520_130622.jpg

Hello Danielle,

Thank you for chatting with me about the entertainment license this morning. The Belmont requests that you reconsider the entertainment ending at 10:30pm instead of 10:00pm.

We have been hosting live entertainment at the Belmont in the same location for more than 25 years, probably closer to 30. We have never once had a complaint from any of our neighbors or residents. I would like to invite you, the Town Manager or Assistant Manager and the Chair of the Select Board to view our venue in order to make a more informed decision. As you'll see from the attached photos; the deck, even though technically outdoors is fully protected from the elements with an awning and full isinglass enclosure. This also acts an efficient sound barrier.

The Belmont is very cognizant of our neighbors and we continually enhance the property and landscaping in order to maintain the stellar relationship we've developed over the years.

I'll look forward to hearing from you soon.

Sincerely,

Jay

Jay Donovan

Property Manager

The Belmont Condominium Trust

One Belmont Road

West Harwich, MA 02671

Telephone 508-432-8028

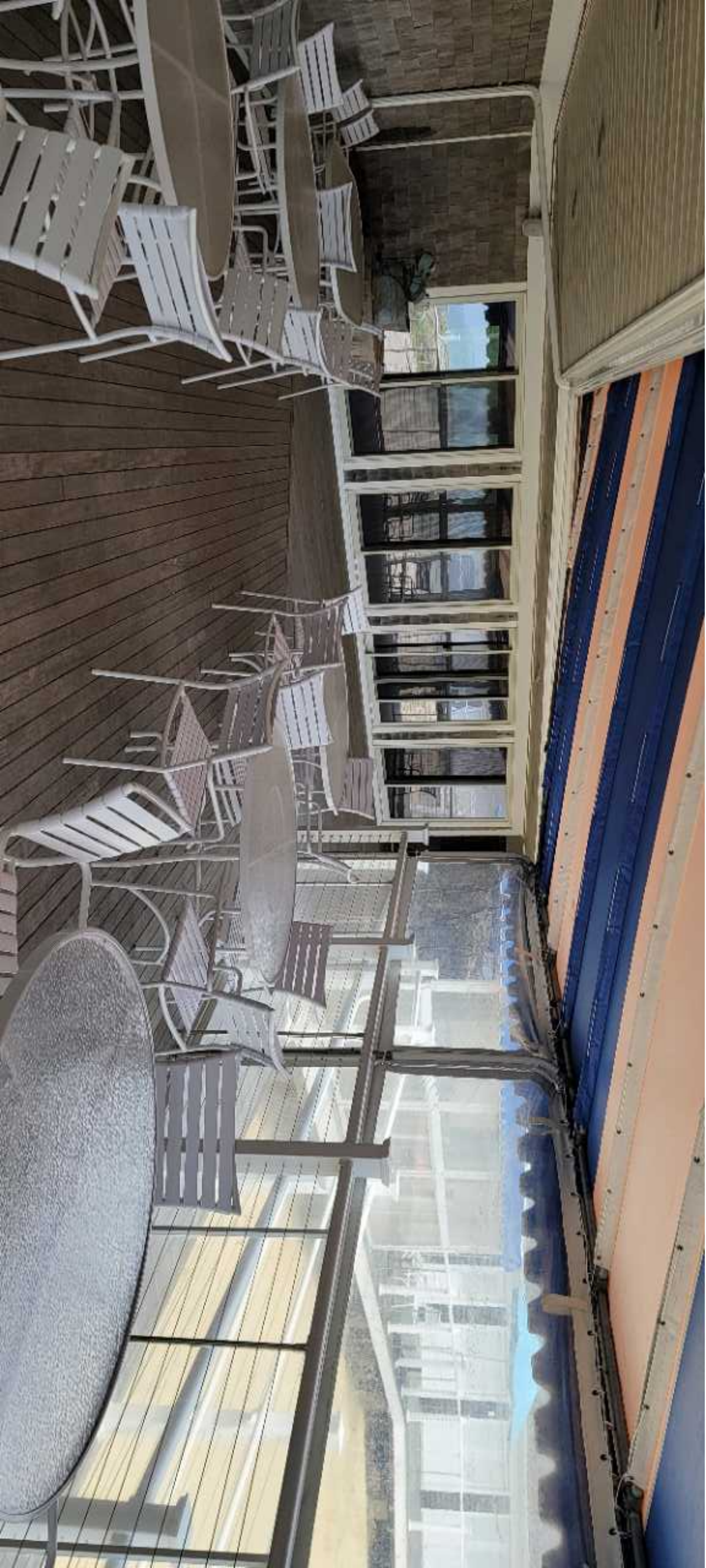
Facsimile 508-432-6212

belmontmanager@comcast.net

<http://www.thebelmont.net>

<https://www.facebook.com/BelmontCondominium>









HARWICH Police

DEPARTMENT

183 Sisson Road, Harwich, MA 02645

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




DAVID J. GUILLEMETTE
Chief of Police

KEVIN M. CONSIDINE
Deputy Chief

Memorandum

TO: Board of Selectmen
Joe Powers
Town Administrator

FROM: David J. Guillemette
Chief of Police 

DATE: May 23, 2022

SUBJECT: Belmont complaints

Mr. Powers and members of the Board, I have reviewed the previous (5) years of incidents at licensed establishments and found no complaints regarding The Belmont.

CONTRACTS



HARWICH FIRE DEPARTMENT

MEMORANDUM

David J. LeBlanc, **Chief of Department**
Craig W. Thornton, **Deputy Fire Chief**

Date	May 25, 2022
To:	Procurement
From:	Craig Thornton, Deputy Fire Chief
Subject:	Fire Department – Vehicle Replacements

Project: Replacement of two fire department vehicles that have excessive mileage and maintenance issues.

Description:

One (1) 2022 Ford F-150 4x4 which will include all wiring and necessary equipment outlined in our requested quote dated 5/19/2022. (This vehicle will be ordered through Ford)

One (1) 2021 Ford F-150 4x4 which will include all wiring and necessary equipment outlined in our requested quote dated 4/19/2022. (This vehicle is available for immediate delivery pending equipment and painting)

Vendor:

Colonial Municipal Group, Kris Wright
61 Brigham Street, Marlborough, MA 01752

Email: kwright@buycmg.com

- 1) 2022 Ford F-150 4x4
- 2) 2021 Ford F-150 4x4

Total Cost: \$129,070.28

Procurement Source: GBPC Collective Purchasing

Funding: \$129,070.28

Source: ATM 2022 Article 27

Recommendation: Based on the pricing requested and the availability of vehicles, the department requests the purchase of the two vehicles listed in the attached quotes from Colonial Municipal Group.

Additional Information:

Contact/Signatory:

John Welch, President
Colonial Municipal Group
61 Brigham Street
Marlborough, MA 01752
774-283-6400

Email: jwelch@buycmg.com

Included documentation:

Procurement Checklist and Approval Form
Colonial Municipal Group Quotes(Rev 2 & 4)
KP Law Contract
Post Procurement Checklist

Source: ATM 2022 Article 27

Appropriated Amount: \$130,000.00

Total Requested Funds: \$129,070.28

PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: Thornton

DEPARTMENT: Fire Department

FUNDING SOURCE: 22 ATM Article 27

Appropriated amount: \$ 129,070.28 Estimated cost: \$129,070.28 Actual cost: \$ 129,070.28

PROCUREMENT METHOD:

GBPC Collective Purchasing

PURCHASE DESCRIPTION:

Purchase: One(1) 2022 Ford F150 4X4 (This vehicle will be ordered through Ford)
 One(1) 2021 Ford F150 4X4 (This vehicle is available for immediate delivery pending equipment and painting)

Based on the pricing requested, the funding available, and vehicle availability the department would like to purchase the listed vehicles from Colonial Municipal Group

Funding Source: 22ATM Article 27. Article 27 was successfully adopted at Town Meeting.

ATM 22 Article #27

PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW

Funds Available: Finance Director: Wendy Tulloch Account # _____
DocuSigned by: D4BBAA4188474E3...

Approved to proceed: Town Administrator or Designee: Joseph F. Powers
DocuSigned by: 0623C0C5799644E...

AGREEMENT FOR TOWN OF HARWICH

The following provisions shall constitute an Agreement between the Town of Harwich, acting by and through its Board of Selectmen, hereinafter referred to as "Town," and Colonial Municipal Group, with an address of 61 Brigham Street, Marlborough, MA 01752, hereinafter referred to as "Contractor", effective as of this 25th day of May, 2022. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town with One(1) 2022 Ford F-150 XL 4x4 and One(1) 2021 Ford F-150 XL 4x4, including the scope of services set forth in Attachment A.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder as soon as reasonably possible as materials and equipment become available to complete the vehicles as listed in the Quotes.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$129,070.28 as listed in the Quotes dated 5.19.2022. The Contractor shall submit invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

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

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

ARTICLE 5: CONTRACT TERMINATION:

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

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

Either party may terminate this Agreement at any time for convenience by providing the other party written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination from the Town, the Contractor shall cease to incur additional expenses in connection with the Agreement. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date as determined by the Town. Such payment shall not exceed the fair value of the services provided hereunder.

ARTICLE 6: INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or

claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 7: AVAILABILITY OF FUNDS:

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

ARTICLE 8: APPLICABLE LAW:

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

ARTICLE 9: ASSIGNMENT:

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

ARTICLE 10: AMENDMENTS:

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

ARTICLE 11: INDEPENDENT CONTRACTOR:

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

ARTICLE 12: INSURANCE:

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

- 1) General Liability of at least \$1,000,000 Occurrence/\$3,000,000 General Aggregate. The Municipality should be named as an "Additional Insured". Products and Completed Operations should be maintained for up to 3 years after the completion of the project.
- 2) Automobile Liability (applicable for any contractor who has an automobile operating exposure) of at least \$1,000,000 Bodily Injury and Property Damage per accident. The Municipality should be named as an "Additional Insured".
- 3) Workers' Compensation Insurance as required by law. Include Employers Liability Part B with a limit of \$1,000,000
- 4) Builders' Risk Property Coverage for the full insurable value. It should include "All Risk" insurance for physical loss or damage including theft.
- 5) Property Coverage for materials and services being transported by the Contractor, as the Town's Property Contract provides coverage for personal property within 1000 feet of the premises.
- 6) Umbrella Liability of at least \$2,000,000/ occurrence, \$2,000,000/aggregate. The Municipality should be named as an Additional Insured.
- 7) Architects and Engineers Professional Liability (applicable for any architects or engineers involved in the project) of at least \$1,000,000/occurrence, \$3,000,000 aggregate.

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

ARTICLE 13: SEVERABILITY:

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

ARTICLE 14: ENTIRE AGREEMENT:

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

ARTICLE 15: COUNTERPARTS:

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

CERTIFICATION AS TO PAYMENT OF STATE TAXES

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

04-3575965

Social Security Number or
Federal Identification Number

DocuSigned by:

John Welch

Signature of Individual or
Corporate Name

By:
Corporate Officer
(if applicable)

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

CONTRACTOR

By

DocuSigned by:

John Welch

John Welch

President

Printed Name and Title

TOWN OF HARWICH

by its Board of Selectmen Over \$50,000

Approved as to Availability of Funds:

DocuSigned by:

Wendy Tullock

Finance Director

(\$)

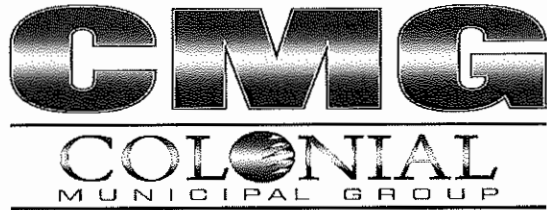
Contract Sum

\$129,070.28

ARTICLE 27 ATM22

by its Town Administrator Up to \$50,000

Town Administrator



Budget Quote

5/19/2022

Deputy Chief Craig Thornton
 Harwich MA FD
c.thornton@harwichfire.com
 508-430-7546 ext 4801

Sales Rep: Kris Wright
 774-571-1577
kwright@buycmg.com

GBPC/MAPC

VEHICLE:

Qty	Item #	Description	Unit Price	Line Total
1.00	W1P	2021 Ford F150 Responder	\$ 34,695.00	\$ 34,695.00
1.00	99B	3.5L V6 engine (gasoline only)	\$ -	\$ -
1.00	44G	Transmission: 10-Speed Auto w/Tow Mode	\$ -	\$ -
1.00	UM	Exterior paint: Agate Black Metallic	\$ -	\$ -
1.00	PB	Interior: Black Cloth Front/Vinyl Rear	\$ -	\$ -
1.00	Standard	Bluetooth Wireless Phone Connectivity	\$ -	\$ -
1.00	Standard	Wheels: 18" Silver Aluminum	\$ -	\$ -
1.00	Standard	Tires - LT265/70R 18 BSW (A/T)	\$ -	\$ -
1.00	96W	Toughbed Spray Liner	\$ 577.15	\$ 577.15
1.00	924	Privacy Glass	\$ 97.00	\$ 97.00
1.00	595	Fog Lamps	\$ 135.80	\$ 135.80
1.00	57Q	Rear Window Defroster	\$ 213.40	\$ 213.40
1.00	569S	LED Side Mirror Spotlights	\$ 213.40	\$ 213.40
1.00	53A	Trailer Tow Package	\$ 965.15	\$ 965.15
1.00	54Y	Power Heated Trailer Tow Side View Mirrors	\$ 383.15	\$ 383.15
1.00	18B	Black Platform Running Boards	\$ 242.50	\$ 242.50
1.00	153	Front License Plate Bracket	\$ -	\$ -
			VEHICLE TOTAL:	\$ 37,522.55

EQUIPMENT:

Qty	Item #	Description	Unit Price	Line Total
1.00	Paint	Paint complete vehicle (PQ) Race Red	\$ 6,500.00	\$ 6,500.00
1.00	UHF2150A	Whelen Headlamp flasher positive or negative output	\$ 155.00	\$ 155.00
1.00	VTX609*	Whelen Vertex Super LED VTX609* Hideaway Includes (2) Light heads- mounted in Foglights (red)	\$ 255.00	\$ 255.00
1.00	36-52065	Westin Elite XD Push bumper for Ford F-150/F-150 Police Responder/F-150 XL SSV 2015-2020 includes 36-6015W2 top channel	\$ 826.15	\$ 826.15
2.00	I2*	Whelen ION Duo Lighthouse, pair Mounted in top bar of push bumper-red/white	\$ 370.00	\$ 740.00
1.00	TLI2*	Whelen (2) IONS DUO red/white mounted on sides of push bumper	\$ 370.00	\$ 370.00
1.00	LINSV2*	Whelen LINSV2 V-Series 180° Warning and Puddle Light with Scan-Lock, Under Surface Light for LSVBKT, pair	\$ 240.00	\$ 240.00
1.00	LSVBK47C	Whelen Vehicle Specific Bracket Kit LSVBK* For Side View Mirror, Under Mount PAIR (Mount Only, Light Sold Separately)	\$ 25.00	\$ 25.00
2.00	TLI2*	Whelen (2) IONS DUO red/white mounted on sides of bedcap	\$ 370.00	\$ 740.00
2.00	TLI2*	Whelen (2) IONS DUO mounted on rear top of bedcap- Red/Amber and Red/Blue	\$ 370.00	\$ 740.00
1.00	TLI2*	Whelen (2) IONS DUO Red/Amber mounted on rear bumper- white to steady burn in reverse gear	\$ 370.00	\$ 370.00
1.00	VTX609*	Whelen Vertex Super LED VTX609* Hideaway Includes (2) Light heads- mounted in taillights (red)	\$ 255.00	\$ 255.00
1.00	VTX609*	Whelen Vertex Super LED VTX609* Hideaway Includes (2) Light heads- mounted in taillights (white)	\$ 255.00	\$ 255.00
1.00	BSFW47Z,ISD#	Whelen Inner Edge FST WCX Duo 10 Lamp, No Take Downs-2021 F150 Responder Red/white	\$ 1,295.00	\$ 1,295.00
1.00	C399	Whelen Core WCX Control Center, Control Head Sold Separately	\$ 1,180.00	\$ 1,180.00
1.00	CCTL6	Whelen Control Head, CORE CCTL6 3 Section Control Head, 8 Push-Buttons, 4-Position Slide Switch with a 7-Position Rotary Knob.	\$ 275.00	\$ 275.00
1.00	C399K7	Whelen OBDII Canport Kit Ford 2021 F150	\$ 45.00	\$ 45.00
2.00	CEM16	Whelen CEM16 16 Output, 4 Input WeCanX™ Expansion Module	\$ 200.00	\$ 400.00
1.00	CV2V	Whelen CV2V WeCanX™ Vehicle To Vehicle SYNC Module, Includes Internal Antenna	\$ 285.00	\$ 285.00
1.00	CANLITEB	Whelen light sensor/photocell	\$ 58.40	\$ 58.40
1.00	Labor Hour	Labor to install Whelen CANLITEB	\$ 105.00	\$ 105.00
2.00	SA315P	Whelen Siren Speaker, 100W Black Plastic SA315P with SAK1 Mounting bracket	\$ 250.00	\$ 500.00
4.00	PSCOMPH	Whelen PSCOMPH STRIP-LITE+ COMPARTMENT LT HI Mounted in bedcap and bedcap compartments- to turn on and off when bedcap doors open/close	\$ 247.13	\$ 988.52
1.00	C-VS-3000-F150-2	Havis 2021 Ford F-150 Wide-Angled 30" Long Vehicle-Specific	\$ 875.00	\$ 875.00
1.00	C-EB40-CCS-1P	Equipment Mounting Bracket, Whelen	\$ -	\$ -
2.00	C-ARM-102	Havis side mount armrest	\$ 75.00	\$ 150.00
1.00	CUP2-1001	Havis Self-Adjusting Double Cup Holder	\$ 65.00	\$ 65.00
1.00	C-USB-2	Havis Dual USB charge only ports	\$ 110.00	\$ 110.00
1.00	C-LP-2	Havis 2 Lighter plug outlets	\$ 70.00	\$ 70.00

2.00	425-3818	Magnetic Microphone System - Each	\$ 31.25	\$ 62.50
2.00	C-MCB	Havis Mic clip bracket	\$ 15.00	\$ 30.00
1.00		Fiberglass pick-up cap-Standard	\$ 1,965.00	\$ 1,965.00
1.00		Upgrade Bed Cap to Customer Specs: Paint to match vehicle color, lockable side compartments, front and rear windows	\$ 1,465.00	\$ 1,465.00
1.00	T52145B	Tiger Tough Tactical Seat Cover for 2021 Ford F150 XL, XLT, and Lariat Trim Bucket Set - Black Tactical-Driver and passenger front seat (Installation included)	\$ 507.02	\$ 507.02
1.00	894090	Vent Shades- 4 doors	\$ 125.00	\$ 125.00
1.00	Sublet	Remote start system with Keyless Entry (dealer installed)	\$ 395.00	\$ 395.00
2.00		Weathertech Floor liners Digital Fit- per row	\$ 145.00	\$ 290.00
2.00	TR-1	Transfer 2-way radio and antenna	\$ 230.00	\$ 460.00
1.00		ExtendoBed Bedslide with custom carrier per spec including shipping and installation	\$ 6,345.00	\$ 6,345.00
1.00		Shop Supplies	\$ 295.00	\$ 295.00

EQUIP. TOTAL:	\$ 29,812.59
VEHICLE AND EQUIPMENT PER UNIT TOTAL:	\$ 67,335.14
NUMB. OF UNITS:	1
VEHICLE AND EQUIPMENT GRAND TOTAL:	\$ 67,335.14



Budget Quote

5/19/2022

Deputy Chief Craig Thornton
 Harwich MA FD
c.thornton@harwichfire.com
 508-430-7546 ext 4801

Sales Rep: Kris Wright
 774-571-1577
kwright@buycmg.com

GBPC/MAPC

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1.00	Standard	Bluetooth Wireless Phone Connectivity	\$ -	\$ -
1.00	Standard	Wheels: 18" Silver Aluminum	\$ -	\$ -
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1.00	924	Privacy Glass	\$ 97.00	\$ 97.00
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			VEHICLE TOTAL:	\$ 37,522.55

EQUIPMENT:

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1.00	UHF2150A	Whelen Headlamp flasher positive or negative output	\$ 155.00	\$ 155.00
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1.00		Fiberglass pick-up cap-Standard	\$ 1,965.00	\$ 1,965.00
1.00		Upgrade Bed Cap to Customer Specs: Paint to match vehicle color, lockable side compartments, front and rear windows	\$ 1,465.00	\$ 1,465.00
1.00		Shop Supplies	\$ 295.00	\$ 295.00
			EQUIP. TOTAL:	\$ 24,212.59
			VEHICLE AND EQUIPMENT PER UNIT TOTAL:	\$ 61,735.14
			NUMB. OF UNITS:	1
			VEHICLE AND EQUIPMENT GRAND TOTAL:	\$ 61,735.14

Post Procurement Checklist

Please complete checklist below for contracts requiring Selectmen* signature **before Wednesday morning**** in order to get sign-off approval from the Town Administrator or the Assistant Town Administrator.

*Note: contracts (not grants) **below \$50,000** can be signed by Town Administrator.

- 1. Please provide a **separate page titled "Summary of Project"** which includes:
 - a. Provide how many bidders there were, the range of bids, and apparent low bidder.
 - b. Identify the funding source, such as article number and amount approved.
 - c. Include what you feel is pertinent, but keep this section to 4 sentences or less.
- 2. Finance Director has signed that funds are available: DocuSigned by: Wendy Tulloch ATM 22 ARTICLE 27 \$130,000 Account # _____
- 3. Please provide a single **copy of the bid packet** along with all supporting documents.
- 4. Please use K-P Law provided standardized contracts.

Buildings and Public Works	Goods and Services
<input type="checkbox"/> C1. Please show Prevailing Wage was used.	<input checked="" type="checkbox"/> GS1. If procured using the State Bid List:
<input type="checkbox"/> C2. If construction is near \$10,000 you also need: <ul style="list-style-type: none"> <input type="checkbox"/> a. Written spec sheet. <input type="checkbox"/> b. Advertised for two weeks on Central Register and COMMBUYS. <input type="checkbox"/> c. Apparent low bidder posted to Town website. 	<input checked="" type="checkbox"/> a. Over \$25,000 please show project was on the Capital Plan.
<input type="checkbox"/> C3. If construction over \$25,000 you need C1, C2, as well as: <ul style="list-style-type: none"> <input type="checkbox"/> a. Show project was in the Capital Plan. <input type="checkbox"/> b. Low bidder provides 50% payment bond after Selectmen's countersignature. 	<input type="checkbox"/> GS2. If project is over \$5,000: <ul style="list-style-type: none"> <input type="checkbox"/> a. Please provide written spec sheet used and who it was sent to. <input type="checkbox"/> b. Maximum contract length is three years.
<input type="checkbox"/> C4. If construction over \$50,000 you need C1, C2, C3, as well as: <ul style="list-style-type: none"> <input type="checkbox"/> a. Bid Bond of 5% of total value. <input type="checkbox"/> b. Sealed Bids. <input type="checkbox"/> c. End of Public Works construction requirements 	<input type="checkbox"/> GS3. If project is over \$50,000: <ul style="list-style-type: none"> <input type="checkbox"/> a. Show project was advertised for two weeks in a newspaper and on COMMBUYS. <input type="checkbox"/> b. Show project utilized sealed bids. <input type="checkbox"/> c. Apparent low bidder posted to Town website.
<input type="checkbox"/> C5. If Building estimated construction costs are over \$300,000 and estimated design costs are over \$30,000 you'll need to follow the Designer Selection RFQ process: <ul style="list-style-type: none"> <input type="checkbox"/> a. Advertise in Central Register and local newspaper for two weeks. <input type="checkbox"/> b. Set a designer fee or price ceiling. <input type="checkbox"/> c. Use Standard Designer Application Form 	<input type="checkbox"/> GS4. If project is over \$100,000: <ul style="list-style-type: none"> <input type="checkbox"/> a. Show project was advertised for two weeks in COMMBUYS and Goods and Services Bulletin. <input type="checkbox"/> b. Show project utilized sealed bids.
<input type="checkbox"/> C6. If Building construction over \$150,000 you'll need C1, C2, C3, C4, C5, as well as: <ul style="list-style-type: none"> <input type="checkbox"/> a. 100% payment bond was in bids. <input type="checkbox"/> b. 100% performance bond was in bids. <input type="checkbox"/> c. DCAMM certified bidders. <ul style="list-style-type: none"> <input type="checkbox"/> i. DCAMM certified sub-bids if over \$25,000. 	<p>Note 1: If lowest bidder was found to be either not responsive or not responsible, the Town may begin negotiations with next lowest bidder.</p> <p>Note 2: Bids may be negotiated downwards but never higher than original quote.</p> <p>Note 3: Municipalities shall not provide a down payment, deposit, or provide funding before possession of purchased item.</p>
<input type="checkbox"/> C7. If Building construction over \$10,000,000 you'll need C1, C2, C3, C4, C5, C6, as well as: <ul style="list-style-type: none"> <input type="checkbox"/> a. Solicit qualifications prior to sealed bids. 	

Original for Accounting Original for Procurement Original for Vendor Contract to Treasurer's

Signature of Town Administrator: DocuSigned by: Joseph F. Powers
0623C0C5799644E...

Note: Failure to gain sign-off **before Wednesday at noon results in the contract being delayed to the next meeting.

MEMORANDUM



Harwich Water Department
196 Chatham Road
Harwich MA 02645
P: 508-432-0304
F: 888-774-3557
www.harwichwater.com

To: Joseph Powers, Town Administrator
From: Dan Pelletier, Water/Wastewater Superintendent
Date: June 3rd 2022
RE: Phase 2 Contract 1 C/O #8 & Phase 2 Contract 2 C/O #5

Included with this memo are two proposed change orders for the Phase 2 wastewater project for the Board's consideration. The work completed under these change orders includes the addition of a wet well low-level interlock bypass at the 4 pump stations providing additional operator control and the ability to dewater the pump station wet wells in "hand mode". Also included as part of Phase 2 Contract 2 C/O #5 is a credit in the amount of \$910 resulting from a change in material for the guard rail at the Harden Lane pump station. Funds to support the change order are available within the remaining construction contingency with an available balance of \$214,570. As such, I recommend the Board approve Phase 2 Contract 1 C/O #8 in the amount of \$4,559 and Phase 2 Contract 2 C/O #5 in the amount of \$3,592.

CHANGE ORDER

SRF Number CWSRF-4424/1
Public Entity Town of Harwich MA
Contract Number Contract No. 1
Change Order Number 8

Contract Amount (As Bid) \$11,368,663.48
Net Change in Contract Price (This change order) \$4,559.00
Net Change in Contract Price (Previous change orders) \$785,836.00
Total Adjusted Contract Price (including this and all other change orders) \$12,159,058.48

This change order extends the time to complete the work by 0 calendar days.

The extended completion date is N/A

This change order checked by *Ronald G. Ford* 5/27/22
(Chief) Resident Engineer Date

This change order is requested by: Robert B. Our Co.

This change order is recommended by: CDM Smith Inc.

Michl Guilio #38074 05/31/22
Consultant Engineer P.E. Number Date

The undersigned agree to the terms of the change order.

[Signature] 5-26-22
Contractor Date

Owner Date

Certification of Appropriation under M.G.L. c.44, §31C: Adequate funding in an amount sufficient to cover the total cost of this change order is available.

By: _____
Certification Officer (Auditor, accountant, treasurer) Date

Do not write below: this space reserved for STATE AGENCY APPROVAL

DEP/DMS

Public Entity Town of Harwich, Massachusetts

SRF No: CWSRF-4424/1 Contract No. Contract No. 1 Change Order No. 8

Contract Title: Sewerage Works Improvements Phase 2 Contract No. 1

Owner's Name: Town of Harwich, Massachusetts

Owner's Address: 732 Main Street Harwich MA 02645

Contractor's Name: Robert B. Our Co.

Contractor's Address: 24 Great Western Road Harwich, MA 02645

Descriptions and Reasons for Change

Item No. 1

RFC 025: This wet well low level interlock bypass change order item was requested by the Town and provides additional operator flexibility and the ability to dewater each of the pumping station wet wells in "hand mode". The change results in an increase to the Contract of \$4,559.00

The net increase to the Contract Price for this change is \$ 4,559.00

Harwich Sewerage Works Improvements Phase 2 - Contract No.1

Item 1

Robert B Our Co.

24 Great Western Rd, Harwich, MA

Project: **Harwich Sewerage Works Improvements Phase 2 - Contract 1**
 Engineer: **CDM Smith**

28-Feb-22
RFC 0024

Wet Well Low Lever interlock Bypass for PS 1 & PS2

RBO	Rate	Hours	QTY	Extended Total
Laborer	\$ 61.15			0.00
Operator	\$ 81.43	0	0	0.00
Truck Driver	\$ 65.44	0	0	0.00
Forman	\$ 90.00	0	0	0.00

Direct labor Costs :

Labor	\$ -	45.65%	0.00
Operator	\$ -	43.57%	0.00
Truck Driver	\$ -	45.32%	0.00

Subtotal Labor \$ -

RBO Equipment	Rate	Quantity	Extended Total
Excavator	\$ 166.73	0	\$ -
Loader	\$ 69.50	0	\$ -
Truck (10/W)	\$ 66.75	0	\$ -
Utility Truck	\$ 15.31	0	\$ -

Subtotal Equipment \$ -

GC Materials	Rate	Quantity	Extended Total
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Subtotal Material \$ -

Sub Contractors	Rate	Quantity	Extended Total
Erickson	\$ 4,288.00	1	\$ 4,288.00

Misc.	Rate	Quantity	Extended total
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\$ -

Subtotal Misc. \$ -

Total Subs \$ -

subtotal Labor, equipment & materials	\$ -
Subtotal Subs	\$ 4,288.00
RBO direct Markup 15%	\$ -
RBO Markup on Subs 5 %	\$ 214.40
RBO suplimental markup (bond) 1.25%	\$ 56.28

\$ 4,558.68

Total \$ 4,558.68

CHANGE ORDER

SRF Number CWSRF-4424/2
Public Entity Town of Harwich MA
Contract Number Contract No. 2
Change Order Number 5

Contract Amount (As Bid) \$6,621,306.25
Net Change in Contract Price (This change order) \$3,592.00
Net Change in Contract Price (Previous change orders) (\$440,938.00)
Total Adjusted Contract Price (including this and all other change orders) \$6,183,960.25

This change order extends the time to complete the work by 274 calendar days.

The extended completion date is July 1, 2022

This change order checked by *Ronald G. Fal* 5/27/22
(Chief) Resident Engineer Date

This change order is requested by: RJV Construction Corporation

This change order is recommended by: CDM Smith Inc.

Mich Quinlan #38074 05/31/22
Consultant Engineer P.E. Number Date

The undersigned agree to the terms of the change order.

Querino Pacella 5/27/22
Contractor Date
Digitally signed by Querino Pacella
DN: cn=Querino Pacella, o=CDM Smith Inc., email=querino.pacella@cdmsmith.com
Reason: I agree to the terms stated by the
document I am signing on this document
Date: 2022.05.27 10:12:00-07

Owner Date

Certification of Appropriation under M.G.L. c.44, §31C: Adequate funding in an amount sufficient to cover the total cost of this change order is available.

By: _____
Certification Officer (Auditor, accountant, treasurer) Date

Do not write below: this space reserved for STATE AGENCY APPROVAL

DEP/DMS

Public Entity Town of Harwich, Massachusetts

SRF No: CWSRF-4424/2 Contract No. Contract No. 2 Change Order No. 5

Contract Title: Sewerage Works Improvements Phase 2 Contract No. 2

Owner's Name: Town of Harwich, Massachusetts

Owner's Address: 732 Main Street Harwich MA 02645

Contractor's Name: RJV Construction Corporation.

Contractor's Address: 5 Lincoln Street Canton, MA 02021

Descriptions and Reasons for Change

Item No. 1

This wet well low level interlock bypass change order item was requested by the Town and provides additional operator flexibility and the ability to dewater each of the pumping station wet wells in "hand mode". The change results in an increase to the Contract of \$4,502.00

The net increase to the Contract Price for this change is \$4,502.00

Item No. 2

Change Order 3 Item 3 provided a change to the contract for a guardrail post material substitution at the Harden Lane Grinder Pumping Station. This change order item returns that money to the contract as a suitable "no additional cost" alternative was provided.

The net decrease to the Contract Price for this change is \$910.00

Item No. 3

This no cost change order item sets the previously established Substantial Completion date as November 3, 2021.

Item No. 4

This no cost change order item sets the Final Completion date as July 1, 2022.

Town of Harwich, Massachusetts
Sewerage Works Improvements Phase 2 Contract No. 2
SRF No. ~~1~~CWSRF-4424/2

Change Order No.5 Summary

<u>Item No.</u>	<u>RFC No.</u>	<u>Item Description</u>	<u>Amount</u>
1	RFC 012	Wet well low level interlock bypass	\$4,502.40
2	RFC 013	Guardrail Beam Material Change Credit	(\$910.35)
3	N/A	Establish Substantial Completion Date	\$0.00
4	N/A	Establish Final Completion Date	\$0.00
Total Change Order No.5 =			\$3,592.00

Harwich Sewerage Works Improvements Phase 2 - Contract No.2

Item 1



*5 Lincoln Street, Canton, MA 02021
Tel: (781) 821-1469 Fax: (781) 832-3443*

November 17, 2021

Mr. James T. Maher, Vice President
Construction Manager
CDM Smith
75 State Street, Suite 701
Boston, MA 02109

**Subject: Town of Harwich
Sewerage Works Improvements
Phase 2 – Contract No. 2
Low Level Interlock Bypass (COR-012)**

Dear Mr. Maher,

As requested, please find attached RJV Construction Corp.'s cost data and backup, along with the submittal package associated with adding a low-level interlock bypass at the Church Street North and South Pump Station.

We respectfully request a change order in the amount of \$4,502.40 be processed in accordance with the terms of the contract.

Should you have any questions, please feel free to contact us

Sincerely,
RJV CONSTRUCTION CORP.

Matthew DeLuca
A blue rectangular box containing the text: "Digitally signed by Matthew DeLuca, DN: cn=US, email=mat@rjvconstruction.com, c=US, o=Matthew DeLuca, date=2021.11.17 13:52:22-0500"

Matthew DeLuca
Project Manager

COR-012
Low Level Interlock Bypass
CALCULATION SHEET

(1) Labor

\$0.00

(2) Direct Labor Cost

39.73% of \$0.00

\$0.00

(3) Materials & Freight

\$0.00

(4) Equipment

\$0.00

Total (Items 1 through 4) \$0.00

(5) 15% markup for Overhead, Profit

15.00% of \$0.00

\$0.00

(6) Subcontractors

RE Erickson

1.00 ls @ \$ 4,288.00 per ls \$ 4,288.00

\$ 4,288.00

(7) 5% markup on subcontractors

5.00% of \$ 4,288.00

\$ 214.40

Total Cost \$ 4,502.40

Harwich Sewerage Works Improvements Phase 2 - Contract No.2

Item 2

Town of Harwich, Massachusetts
Sewerage Works Improvements Phase 2 Contract No. 2
SRF No: ~~1~~ CWSRF-4424/2

Change Order No.3 Summary

<u>Item No.</u>	<u>RFC No.</u>	<u>Item Description</u>	<u>Amount</u>
1	RFC 008	Added Fire Detection Alarm Light	\$2,751.90
2	RFC 009	Additional casting work for Nor'East and Sou'West Drive Structures	\$12,600.50
3	RFC 010	Guardrail Beam Material Change	\$910.35
<hr/>			Total Change Order No.3 = \$16,263

Credit back to the contract in Change Order 5

Harwich Sewerage Works Improvements Phase 2 - Contract No.2

Item 3

Final Certificate of Substantial Completion

Project: Harwich MA Sewerage Works Improvements Contract 2

Owner: Town of Harwich Massachusetts

Owner's Contract No.: CWSRF 4424/2

Contract: Contract 2

Engineer's Project No.: 233885

This Final Certificate of Substantial Completion applies to:

X All Work under the Contract Documents: The following specified portions of the Work:

November 3, 2021

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A Preliminary list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties shall be as provided in the Contract Documents except as amended as follows:

Amended Responsibilities

Not Amended

Owner's Amended Responsibilities:

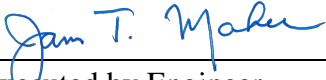
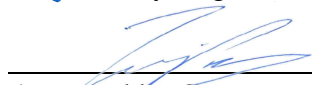

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

Incomplete & Deficient Items List as of the date of Substantial Completion

Final Certificate of Substantial Completion

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

 _____	11/30/21 _____
Executed by Engineer	Date
 _____	11/23/21 _____
Accepted by Contractor	Date
 _____	12/3/2021 _____
Accepted by Owner	Date

CHANGE ORDER

SRF Number CWSRF-4424/2
Public Entity Town of Harwich MA
Contract Number Contract No. 2
Change Order Number 5

Contract Amount (As Bid) \$6,621,306.25
Net Change in Contract Price (This change order) \$3,592.00
Net Change in Contract Price (Previous change orders) (\$440,938.00)
Total Adjusted Contract Price (including this and all other change orders) \$6,183,960.25

This change order extends the time to complete the work by 274 calendar days.

The extended completion date is July 1, 2022

This change order checked by *Ronald G. Fal* 5/27/22
(Chief) Resident Engineer Date

This change order is requested by: RJV Construction Corporation

This change order is recommended by: CDM Smith Inc.

Mich Quila #38074 05/31/22
Consultant Engineer P.E. Number Date

The undersigned agree to the terms of the change order.

Querino Pacella 5/27/22
Contractor Date
Digitally signed by Querino Pacella
DN: cn=Querino Pacella, o=CDM Smith Inc., c=US
Reason: I agree to the terms stated by the
document I am signing on this document
Date: 2022.05.27 10:12:00Z

Owner Date

Certification of Appropriation under M.G.L. c.44, §31C: Adequate funding in an amount sufficient to cover the total cost of this change order is available.

By: _____
Certification Officer (Auditor, accountant, treasurer) Date

Do not write below: this space reserved for STATE AGENCY APPROVAL

DEP/DMS

Public Entity Town of Harwich, Massachusetts

SRF No: CWSRF-4424/2 Contract No. Contract No. 2 Change Order No. 5

Contract Title: Sewerage Works Improvements Phase 2 Contract No. 2

Owner's Name: Town of Harwich, Massachusetts

Owner's Address: 732 Main Street Harwich MA 02645

Contractor's Name: RJV Construction Corporation.

Contractor's Address: 5 Lincoln Street Canton, MA 02021

Descriptions and Reasons for Change

Item No. 1

This wet well low level interlock bypass change order item was requested by the Town and provides additional operator flexibility and the ability to dewater each of the pumping station wet wells in "hand mode". The change results in an increase to the Contract of \$4,502.00

The net increase to the Contract Price for this change is \$4,502.00

Item No. 2

Change Order 3 Item 3 provided a change to the contract for a guardrail post material substitution at the Harden Lane Grinder Pumping Station. This change order item returns that money to the contract as a suitable "no additional cost" alternative was provided.

The net decrease to the Contract Price for this change is \$910.00

Item No. 3

This no cost change order item sets the previously established Substantial Completion date as November 3, 2021.

Item No. 4

This no cost change order item sets the Final Completion date as July 1, 2022.

Town of Harwich, Massachusetts
Sewerage Works Improvements Phase 2 Contract No. 2
SRF No. ~~1~~CWSRF-4424/2

Change Order No.5 Summary

<u>Item No.</u>	<u>RFC No.</u>	<u>Item Description</u>	<u>Amount</u>
1	RFC 012	Wet well low level interlock bypass	\$4,502.40
2	RFC 013	Guardrail Beam Material Change Credit	(\$910.35)
3	N/A	Establish Substantial Completion Date	\$0.00
4	N/A	Establish Final Completion Date	\$0.00
			Total Change Order No.5 = \$3,592.00

Harwich Sewerage Works Improvements Phase 2 - Contract No.2

Item 1



*5 Lincoln Street, Canton, MA 02021
Tel: (781) 821-1469 Fax: (781) 832-3443*

November 17, 2021

Mr. James T. Maher, Vice President
Construction Manager
CDM Smith
75 State Street, Suite 701
Boston, MA 02109

**Subject: Town of Harwich
Sewerage Works Improvements
Phase 2 – Contract No. 2
Low Level Interlock Bypass (COR-012)**

Dear Mr. Maher,

As requested, please find attached RJV Construction Corp.'s cost data and backup, along with the submittal package associated with adding a low-level interlock bypass at the Church Street North and South Pump Station.

We respectfully request a change order in the amount of \$4,502.40 be processed in accordance with the terms of the contract.

Should you have any questions, please feel free to contact us

Sincerely,
RJV CONSTRUCTION CORP.

Matthew DeLuca
A blue rectangular box containing digital signature verification information: "Digitally signed by Matthew DeLuca, DN: C=US, email=mat@rjvconstruction.com, CN=Matthew DeLuca, Date: 2021.11.17 13:52:22-0500"

Matthew DeLuca
Project Manager

COR-012
Low Level Interlock Bypass
CALCULATION SHEET

(1) Labor

\$0.00

(2) Direct Labor Cost

39.73% of \$0.00

\$0.00

(3) Materials & Freight

\$0.00

(4) Equipment

\$0.00

Total (Items 1 through 4) \$0.00

(5) 15% markup for Overhead, Profit

15.00% of \$0.00

\$0.00

(6) Subcontractors

RE Erickson

1.00 ls @ \$ 4,288.00 per ls \$ 4,288.00

\$ 4,288.00

(7) 5% markup on subcontractors

5.00% of \$ 4,288.00

\$ 214.40

Total Cost \$ 4,502.40

Harwich Sewerage Works Improvements Phase 2 - Contract No.2

Item 2

Town of Harwich, Massachusetts
Sewerage Works Improvements Phase 2 Contract No. 2
SRF No: ~~1~~ CWSRF-4424/2

Change Order No.3 Summary

<u>Item No.</u>	<u>RFC No.</u>	<u>Item Description</u>	<u>Amount</u>
1	RFC 008	Added Fire Detection Alarm Light	\$2,751.90
2	RFC 009	Additional casting work for Nor'East and Sou'West Drive Structures	\$12,600.50
3	RFC 010	Guardrail Beam Material Change	\$910.35
<hr/>			Total Change Order No.3 = \$16,263

Credit back to the contract in Change Order 5

Harwich Sewerage Works Improvements Phase 2 - Contract No.2

Item 3

Final Certificate of Substantial Completion

Project: Harwich MA Sewerage Works Improvements Contract 2

Owner: Town of Harwich Massachusetts

Owner's Contract No.: CWSRF 4424/2

Contract: Contract 2

Engineer's Project No.: 233885

This Final Certificate of Substantial Completion applies to:

X All Work under the Contract Documents: The following specified portions of the Work:

November 3, 2021

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A Preliminary list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties shall be as provided in the Contract Documents except as amended as follows:

Amended Responsibilities

Not Amended

Owner's Amended Responsibilities:

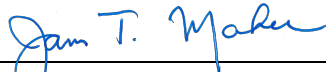


Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

Incomplete & Deficient Items List as of the date of Substantial Completion

Final Certificate of Substantial Completion

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

 _____	11/30/21 _____
Executed by Engineer	Date
 _____	11/23/21 _____
Accepted by Contractor	Date
 _____	12/3/2021 _____
Accepted by Owner	Date

CHANGE ORDER

SRF Number CWSRF-4424/1
Public Entity Town of Harwich MA
Contract Number Contract No. 1
Change Order Number 8

Contract Amount (As Bid) \$11,368,663.48
Net Change in Contract Price (This change order) \$4,559.00
Net Change in Contract Price (Previous change orders) \$785,836.00
Total Adjusted Contract Price (including this and all other change orders) \$12,159,058.48

This change order extends the time to complete the work by 0 calendar days.

The extended completion date is N/A

This change order checked by *Ronald G. Ford* 5/27/22
(Chief) Resident Engineer Date

This change order is requested by: Robert B. Our Co.

This change order is recommended by: CDM Smith Inc.

Mich Guilio #38074 05/31/22
Consultant Engineer P.E. Number Date

The undersigned agree to the terms of the change order.

[Signature] 5-26-22
Contractor Date

Owner Date

Certification of Appropriation under M.G.L. c.44, §31C: Adequate funding in an amount sufficient to cover the total cost of this change order is available.

By: _____
Certification Officer (Auditor, accountant, treasurer) Date

Do not write below: this space reserved for STATE AGENCY APPROVAL

DEP/DMS

Public Entity Town of Harwich, Massachusetts

SRF No: CWSRF-4424/1 Contract No. Contract No. 1 Change Order No. 8

Contract Title: Sewerage Works Improvements Phase 2 Contract No. 1

Owner's Name: Town of Harwich, Massachusetts

Owner's Address: 732 Main Street Harwich MA 02645

Contractor's Name: Robert B. Our Co.

Contractor's Address: 24 Great Western Road Harwich, MA 02645

Descriptions and Reasons for Change

Item No. 1

RFC 025: This wet well low level interlock bypass change order item was requested by the Town and provides additional operator flexibility and the ability to dewater each of the pumping station wet wells in "hand mode". The change results in an increase to the Contract of \$4,559.00

The net increase to the Contract Price for this change is \$ 4,559.00

Harwich Sewerage Works Improvements Phase 2 - Contract No.1

Item 1

Robert B Our Co.

24 Great Western Rd, Harwich, MA

Project: **Harwich Sewerage Works Improvements Phase 2 - Contract 1**
 Engineer: **CDM Smith**

28-Feb-22

RFC 0024

Wet Well Low Lever interlock Bypass for PS 1 & PS2

RBO	Rate	Hours	QTY	Extended Total
Laborer	\$ 61.15			0.00
Operator	\$ 81.43	0	0	0.00
Truck Driver	\$ 65.44	0	0	0.00
Forman	\$ 90.00	0	0	0.00

Direct labor Costs :

Labor	\$ -	45.65%	0.00
Operator	\$ -	43.57%	0.00
Truck Driver	\$ -	45.32%	0.00

Subtotal Labor \$ -

RBO Equipment	Rate	Quantity	Extended Total
Excavator	\$ 166.73	0	\$ -
Loader	\$ 69.50	0	\$ -
Truck (10/W)	\$ 66.75	0	\$ -
Utility Truck	\$ 15.31	0	\$ -

Subtotal Equipment \$ -

GC Materials	Rate	Quantity	Extended Total
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Subtotal Material \$ -

Sub Contractors	Rate	Quantity	Extended Total
Erickson	\$ 4,288.00	1	\$ 4,288.00

Misc.	Rate	Quantity	Extended total
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\$ -

Subtotal Misc. \$ -

Total Subs \$ -

subtotal Labor, equipment & materials	\$ -
Subtotal Subs	\$ 4,288.00
RBO direct Markup 15%	\$ -
RBO Markup on Subs 5 %	\$ 214.40
RBO suplimental markup (bond) 1.25%	\$ 56.28

\$ 4,558.68

Total \$ 4,558.68

TOWN
ADMINISTRATOR'S
REPORT

PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: Tyldesley DEPARTMENT: Fire Department

FUNDING SOURCE: FD and PD budget

Appropriated amount: \$ 19,760.06 Estimated cost: \$19,760.06 Actual cost: \$ 19,760.06

PROCUREMENT METHOD:

State Contract ITC-73

PURCHASE DESCRIPTION:

Public Safety is looking to replace some of our core network equipment.

This purchase had been budgeted in the Town IT budget in FY 21 but was postponed. Between the FD and PD budget we have the ability to do most of what had been planned last year within FY22.

The total purchase price is \$19,760.06 and will be split between FD and PD.

Because of the total dollar amount I had HubTech list you as the approver.

These replacements have been approved by both Chief LeBlanc and Deputy Chief Considine.

PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW

Funds Available: Finance Director: Designated by: Carol Coppola Account # FD & PD Budget
15C20703204M

Approved to proceed: Town Administrator or Designee: Designated by: Joseph F. Powers
081200537004E

AGREEMENT FOR TOWN OF HARWICH

The following provisions shall constitute an Agreement between the Town of Harwich, acting by and through its Board of Selectmen, hereinafter referred to as "Town," and **HUBTECH**, with an address of **44 Norfolk Ave. South Easton, MA 02375**, hereinafter referred to as "Contractor", effective as of the **12th** day of May, 2022. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town with a **Replacement Switch and associated components, including installation as identified in Quote #006980 Version 1, dated May 5, 2022**, including the scope of services set forth in Attachment A.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder **no later than 6 weeks after material becomes available**.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of **\$19,760.06**. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

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

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

ARTICLE 5: CONTRACT TERMINATION:

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

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

Either party may terminate this Agreement at any time for convenience by providing the other party written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination from the Town, the Contractor shall cease to incur additional expenses in connection with the Agreement. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date as determined by the Town. Such payment shall not exceed the fair value of the services provided hereunder.

ARTICLE 6: INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or

claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 7: AVAILABILITY OF FUNDS:

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

ARTICLE 8: APPLICABLE LAW:

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

ARTICLE 9: ASSIGNMENT:

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

ARTICLE 10: AMENDMENTS:

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

ARTICLE 11: INDEPENDENT CONTRACTOR:

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

ARTICLE 12: INSURANCE:

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

- 1) General Liability of at least \$1,000,000 Occurrence/\$3,000,000 General Aggregate. The Municipality should be named as an "Additional Insured". Products and Completed Operations should be maintained for up to 3 years after the completion of the project.
- 2) Automobile Liability (applicable for any contractor who has an automobile operating exposure) of at least \$1,000,000 Bodily Injury and Property Damage per accident. The Municipality should be named as an "Additional Insured".
- 3) Workers' Compensation Insurance as required by law. Include Employers Liability Part B with a limit of \$1,000,000
- 4) Builders' Risk Property Coverage for the full insurable value. It should include "All Risk" insurance for physical loss or damage including theft.
- 5) Property Coverage for materials and services being transported by the contractor, as the Town's Property Contract provides coverage for personal property within 1000 feet of the premises.
- 6) Umbrella Liability of at least \$2,000,000/ occurrence, \$2,000,000/aggregate. The Municipality should be named as an Additional Insured.
- 7) Architects and Engineers Professional Liability (applicable for any architects or engineers involved in the project) of at least \$1,000,000/occurrence, \$3,000,000 aggregate.

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

ARTICLE 13: SEVERABILITY:

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

ARTICLE 14: ENTIRE AGREEMENT:

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

ARTICLE 15: COUNTERPARTS:

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

CERTIFICATION AS TO PAYMENT OF STATE TAXES

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

04-3314098

Social Security Number or
Federal Identification Number

DocuSigned by:
Paul Shiff
946A5F02684D4D1

Signature of Individual or
Corporate Name

By:
Corporate Officer
(if applicable)

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

CONTRACTOR

TOWN OF HARWICH

By

by its Board of Selectmen Over \$50,000

DocuSigned by:
Paul Shiff
946A5F02684D4D1

Paul Shiff - VP

Printed Name and Title

Approved as to Availability of Funds:

by its Town Administrator Up to \$50,000

DocuSigned by:
Carol Coppola
11C023023071E
Finance Director

(\$19,760.06)
Contract Sum

DocuSigned by:
Joseph F. Piroso
11E96C319911E
Town Administrator



TOWN OF HARWICH
OFFICE OF THE TREASURER/COLLECTOR
732 MAIN STREET, HARWICH, MA 02645
TEL: 508-430-7501 FAX: 508-430-7504

Amy Bullock
Treasurer / Collector

Nancy Knepper
Assistant Treasurer/Collector

Monthly Report to the Board of Selectmen

April 2022

Along with our regular weekly duties and responsibilities, which include but are not limited to processing payroll, receiving, reporting and depositing tax/water payments and departmental receipts, processing accounts payable checks, assisting Taxpayers and Employees with any requests and other various customer service, the following took place:

Collections

	FY 2022	FY 2021
Tax/Water Collections:	\$9,540,498.35	\$9,077,366.67
Tax lien Collections:	\$76,194.26	\$22,869.12
Departmental turnovers:	\$1,137,688.34	\$2,907,966.11
Total:	\$10,754,380.95	\$12,008,201.90

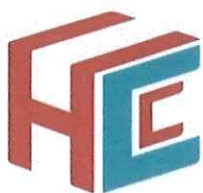
Disbursements

	FY 2022	FY 2021
Accounts Payable	\$6,162,499.40	\$2,506,981.13
Payroll	\$1,730,522.76	\$1,755,387.64
Total:	\$7,893,022.16	\$4,262,368.77

OUTSTANDING TAX LIENS as of April 30, 2022

	PRINCIPAL	INTEREST	FEES	TOTAL	%
KNOWN	1,980,150.75	2,362,335.59	533,587.27	4,876,073.61	74.33%
UNKNOWN	275,712.57	434,813.17	147,223.56	857,749.30	13.08%
MISCELLANEOUS	190,630.96	377,023.36	258,195.76	825,850.08	12.59%
	2,446,494.28	3,174,172.12	939,006.59	6,559,672.99	

Respectfully submitted,
Amy Bullock
Treasurer/Collector



HARWICH
CULTURAL COUNCIL
Funding Our Creative Community

GRANTS RECEPTION

Please join us for a reception catered by CAPE ROOTS to celebrate the rich cultural life of Harwich and to honor the awardees of Harwich Cultural Council grants for the years 2020, 2021, and 2022. Grant recipients from those years are cordially invited to share materials and information about their awarded projects and their greater body of work, for which there will be display space provided. Public is invited.

Harwich Cultural Center Library
204 Sisson Road, 2nd Floor

June 9th from 4-6 PM

RSVP by June 1st by email to DinahatHCC@gmail.com
Please include the expected number of recipient presenters or other attendees. Any questions contact Dinah Lane at: DinahatHCC@gmail.com

