

SELECTMEN'S MEETING AGENDA*

Donn B. Griffin Room, Town Hall
732 Main Street, Harwich, MA
Executive Session 6:15 P.M.
Regular Meeting 6:30 P.M.
Monday, October 19, 2020

REMOTE PARTICIPATION ONLY
OPEN PUBLIC FORUM – NEW STEPS – PLEASE READ

1. First, send an email [to comment@town.harwich.ma.us](mailto:to_comment@town.harwich.ma.us) (send emails at any time after the meeting agenda has been officially posted)
 - a. In the subject line enter “request to speak, your name”
 - b. In the body of the email please indicate which specific agenda item you wish to speak on.
No further detail is necessary.
 2. The meeting will close to new attendees promptly at the scheduled start time for the meeting, generally 6:30pm. It will remain closed to new attendees until agenda items with scheduled speakers are reached. This is to minimize interruptions. You may join prior to (6:30) or when the meeting has been opened up. You may participate using your computer and the GoToMeeting interface or simply using your phone. Connection information can be found below.
 3. After the Chairman has opened the floor to those wishing to speak callers will be taken in the order the emails are received.
Use *6 to mute and unmute your phone
- When you join the meeting by phone you should turn off Channel 18 or your computer if streaming the meeting.

Mon, Oct 19, 2020 6:30 PM
Please join my meeting from your computer, tablet or smartphone.
<https://global.gotomeeting.com/join/674448293>
You can also dial in using your phone.
 United States: [+1 \(408\) 650-3123](tel:+14086503123)
Access Code: 674-448-293

- I. **CALL TO ORDER**
- II. **EXECUTIVE SESSION**
 - A. Pursuant to M.G.L. c. 30A, § 21(a)(6), to consider purchase, exchange, lease or value of real estate if the Chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body
- III. **PLEDGE OF ALLEGIANCE**
- IV. **WEEKLY BRIEFING**
 - A. COVID-19 Updates
 - B. Update on ongoing efforts by the Town in support of the business community
- V. **PUBLIC COMMENTS/ANNOUNCEMENTS**
- VI. **CONSENT AGENDA**
 - A. Vote to approve the Presidential Election Warrant – November 3, 2020
 - B. Vote to confirm the recommendation of Police Chief David Guillemette to appoint Jennifer Harrington as a Special Police Officer effective immediately
 - C. Vote to approve the recommendation of the Harwich Human Services Grant Review Team to award FY 21 Human Services Grants
- VII. **NEW BUSINESS**
 - A. Discussion and possible vote - Automatic extension of outdoor table service with on premise consumption of alcohol to all establishments that have been previously approved by the Interim Town Administrator and Local Licensing Authority
- VIII. **OLD BUSINESS**
 - A. Affirm the contract for the Finance Director/Town Accountant
 - B. Affirm the contract for the Chief of Police
 - C. Discussion and possible vote – FY 2021 Board of Selectmen Goals
 - D. Discussion and possible vote – Board of Selectmen Budget Message Charter Section 9-2-2
 - E. Discussion and possible vote – CARES Act Application through September 30, 2020
 - F. Update and discussion – Cape Cod and Islands Water Protection Fund (CCIWPF) Regulations
- IX. **TOWN ADMINISTRATOR’S REPORT**
- X. **SELECTMEN’S REPORT**
- XI. **ADJOURNMENT**

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

Authorized Posting Officer:

Danielle Delaney

Posted by: _____
Town Clerk
Date: _____
October 15, 2020

WEEKLY BRIEFING



Town of Harwich Board of Health

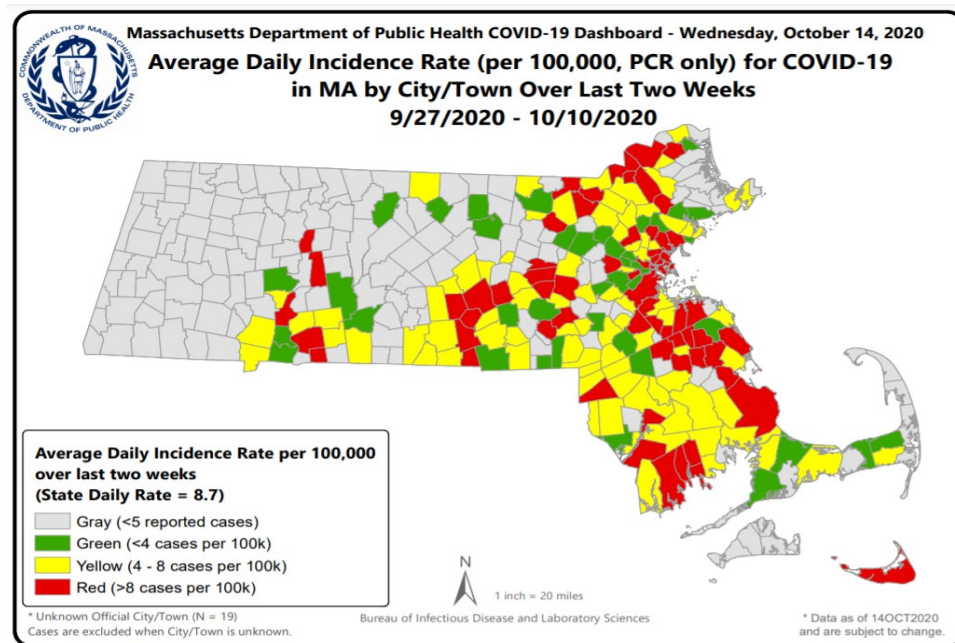
732 Main Street Harwich, MA 02645
508-430-7509 – Fax 508-430-7531
E-mail: health@town.harwich.ma.us

October 16, 2020

Weekly COVID-19 Update

The current total cases of COVID-19 for the Town of Harwich is 164. This is an increase of 2 cases over the last 7 days. We do not have any active cases at this time.

To date 5198 people in Harwich have been tested for COVID-19 and our positivity rate has decreased this week to 1.46%. We continue to be in the yellow on the Department of Public Health's COVID-19 incidence map. Harwich has an incidence rate of 4.5, compared to the State incidence rate of 8.7.



Because of a high demand, the Health Department is holding a second public clinic on October 29th at the Community Center. It is a drive through clinic from 2-4 pm and participants must pre-register to get a shot. Call or email for an appointment and a registration form.

Thank you,

Meggan Eldredge
Health Director

CONSENT AGENDA

**COMMONWEALTH OF MASSACHUSETTS
WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH
PRESIDENTIAL ELECTION WARRANT
NOVEBER 3, 2020**

Barnstable SS.

To the Constables of the City/Town of Harwich

GREETINGS:

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of said city or town who are qualified to vote in Elections and Town Affairs to vote at: the Community Center Gymnasium, 100 Oak Street, Harwich on **TUESDAY, THE THIRD DAY OF NOVEMBER, 2020**, from 7:00 A.M. TO 8:00 P.M. for the following purpose:

To cast their votes in the State Election for the candidates for the following offices:

ELECTORS OF PRESIDENT AND VICE PRESIDENT	FOR THESE UNITED STATES
SENATOR IN CONGRESS.....	FOR THIS COMMONWEALTH
REPRESENTATIVE IN CONGRESS.....	NINTH DISTRICT
COUNCILLOR	FIRST DISTRICT
SENATOR IN GENERAL COURT	CAPE & ISLANDS DISTRICT
REPRESENTATIVE IN GENERAL COURT	FOURTH BARNSTABLE DISTRICT
REGISTER OF PROBATE.....	BARNSTABLE COUNTY
COUNTY COMMISSIONER.....	BARNSTABLE COUNTY
BARNSTABLE ASSEMBLY DELEGATE.....	BARNSTABLE COUNTY

QUESTION 1: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives on or before May 5, 2020?

SUMMARY

This proposed law would require that motor vehicle owners and independent repair facilities be provided with expanded access to mechanical data related to vehicle maintenance and repair.

Starting with model year 2022, the proposed law would require manufacturers of motor vehicles sold in Massachusetts to equip any such vehicles that use telematics systems — systems that collect and wirelessly transmit mechanical data to a remote server — with a standardized open access data platform. Owners of motor vehicles with telematics systems would get access to mechanical data through a mobile device application. With vehicle owner authorization, independent repair facilities (those not affiliated with a manufacturer) and independent dealerships would be able to retrieve mechanical data from, and send commands to, the vehicle for repair, maintenance, and diagnostic testing.

Under the proposed law, manufacturers would not be allowed to require authorization before owners or repair facilities could access mechanical data stored in a motor vehicle's on-board diagnostic system, except through an authorization process standardized across all makes and models and administered by an entity unaffiliated with the manufacturer.

The proposed law would require the Attorney General to prepare a notice for prospective motor vehicle owners and lessees explaining telematics systems and the proposed law's requirements concerning access to the vehicle's mechanical data. Under the proposed law, dealers would have to provide prospective owners with, and prospective owners would have to acknowledge receipt of, the notice before buying or leasing a vehicle. Failure

to comply with these notice requirements would subject motor vehicle dealers to sanctions by the applicable licensing authority.

Motor vehicle owners and independent repair facilities could enforce this law through state consumer protection laws and recover civil penalties of the greater of treble damages or \$10,000 per violation.

A YES VOTE would provide motor vehicle owners and independent repair facilities with expanded access to wirelessly transmitted mechanical data related to their vehicles' maintenance and repair.

A NO VOTE would make no change in the law governing access to vehicles' wirelessly transmitted mechanical data.

QUESTION 2: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives on or before May 5, 2020?

SUMMARY

This proposed law would implement a voting system known as "ranked-choice voting," in which voters rank one or more candidates by order of preference. Ranked-choice voting would be used in primary and general elections for all Massachusetts statewide offices, state legislative offices, federal congressional offices, and certain other offices beginning in 2022. Ranked-choice voting would not be used in elections for president, county commissioner, or regional district school committee member.

Under the proposed law, votes would be counted in a series of rounds. In the first round, if one candidate received more than 50 percent of the first-place votes, that candidate would be declared the winner and no other rounds would be necessary. If no candidate received more than 50 percent of the first-place votes, then the candidate or candidates who received the fewest first-place votes would be eliminated and, in the next round, each vote for an eliminated candidate would instead be counted toward the next highest-ranked candidate on that voter's ballot. Depending on the number of candidates, additional rounds of counting could occur, with the last-place candidate or candidates in each round being eliminated and the votes for an eliminated candidate going to the voter's next choice out of the remaining candidates. A tie for last place in any round would be broken by comparing the tied candidates' support in earlier rounds. Ultimately, the candidate who was, out of the remaining candidates, the preference of a majority of voters would be declared the winner.

Ranked-choice voting would be used only in races where a single candidate is to be declared the winner and not in races where more than one person is to be elected.

Under the proposed law, if no candidate received more than 50 percent of first-place votes in the first round, the rounds of ballot-counting necessary for ranked-choice voting would be conducted at a central tabulation facility. At the facility, voters' rankings would be entered into a computer, which would then be used to calculate the results of each round of the counting process. The proposed law provides that candidates in a statewide or district election would have at least three days to request a recount.

The Secretary of State would be required to issue regulations to implement the proposed law and conduct a voter education campaign about the ranked-choice voting process. The proposed law would take effect on January 1, 2022.

A YES VOTE would create a system of ranked-choice voting in which voters would have the option to rank candidates in order of preference and votes would be counted in rounds, eliminating candidates with the lowest votes until one candidate has received a majority.

A NO VOTE would make no change in the laws governing voting and how votes are counted.

Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.

Given under our hands this _____ day of _____, 2020.

Larry G. Ballantine, Chair

Stephen P. Ford, Vice Chair

Michael D. MacAskill, Clerk

Donald F. Howell

Edward J. McManus

SELECTMEN OF HARWICH

Attest: _____

Anita N. Doucette, MMC/CMMC
Town Clerk

Date: _____

By virtue of this Warrant I have this day notified and warned the inhabitants of the Town of Harwich, qualified to vote in elections and town affairs, to meet in the Community Center, 100 Oak Street in said Town on Thursday, the 3rd of November, 2020 at the time and place for the purpose herein named by posting up attested copies thereon in the four (4) Post Office buildings and in the Community Center in the Town of Harwich, which covers all four precincts, at least seven (7) days before the time of said meeting as within directed.

_____, 2020.
Constable Signature (Month and Day)

Warrant must be posted by October 27, 2020,
(no fewer than seven days prior to the November 3, 2020 State Election).



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
Interim Town Administrator

FROM: David J. Guillemette
Chief of Police 

DATE: October 13, 2020

SUBJECT: Special Police Officer Appointment Recommendation

Recommendation

I am requesting that Jennifer Harrington be appointed as a Special Police Officer for the Harwich Police effective immediately. Jen was appointed by the board as Animal Control Officer on 1/13/2020. Following her appointment Jen attended the Reserve Intermittent police academy in Plymouth which she successfully completed on September 9, 2020.

This appointment as a Special Police Officer will provide the town with an armed Animal Control Officer who can also assist our full time patrol officers should the need arise. As a Special Officer Jen will be authorized to work traffic details and special events as well.

Town of Harwich
Harwich Human Services Grant Review Team

To: Board of Selectmen
CC: Joseph Powers, Interim Town Administrator
From: Harwich Human Services Grant Review Team
Date: October 15, 2020
Re: FY 21 Harwich Human Services Grant Recommendations

The Fiscal Year 2021 Town of Harwich Human Services Grants Request for Proposals (RFP) was announced on February 20, 2020. Grant applications were initially required to be received in the Council on Aging by March 27, 2020 at 4:00 PM. The onset of COVID-19 impacted the staffing and operations of many of the organizations submitting funding requests. Mindful of that impact, Addendum 1 to the FY 21 Human Services Grants RFP was issued on March 24, 2020 extending the submission deadline from March 27, 2020 to May 8, 2020. Further, all Town of Harwich Human Services Grant awards are contingent on the appropriation of funds as part of the Town's operating budget. Addendum 2 was issued on June 15, 2020 notifying bidders that the determination and notification of FY 21 awards would not occur until after the rescheduled Annual Town Meeting set to occur on September 26, 2020.

A total of \$83,250.00 was allocated for the FY 21 Harwich Human Services Grant awards as part of the Town's operating budget which was approved at the September 26, 2020 Annual Town Meeting. This year, 15 applications were submitted (3 fewer than during the FY 20 cycle), with total requests equaling \$109,961.00. Requests exceeded available funds by \$26,711.00.

The Harwich Human Services Grant Review Team was comprised of five members: Emily Mitchell, Council on Aging Director, Eric Beebe, Recreation Director, Jamie Goodwin, Channel 18 Station Manager, Sheila House, Youth Counselor, and Lieutenant Justin White with the Harwich Fire Department. All team members reviewed the applications individually using a standardized score sheet. On October 13, 2020, Review Team members met to make a final recommendation based on the merits of each application with consideration given to organizational history, needs addressed, goals and objectives, methods for evaluating program success, collaborative efforts, and the project and full organization budgets. After thoughtful discussion and deliberation by all Team members, we respectfully submit the following recommendations for FY 21 Harwich Human Services Grant funding:

Requesting Organization	FY 20 Awarded	FY 21 Requested Amount	FY 21 Recommendation
AIDS Support Group of Cape Cod	\$ 5,000.00	\$ 10,000.00	\$ 6,500.00
Alzheimer's Family Support Center	\$ 9,000.00	\$ 10,000.00	\$ 8,500.00
Cape Abilities	\$ 3,000.00	\$ 6,000.00	\$ 3,000.00
Duffy Health Center	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Family Pantry of Cape Cod	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Food 4 Kids - Church of the Holy Spirit	\$ -	\$ 3,500.00	\$ -
Gosnold, Inc.	\$ 8,450.00	\$ 10,000.00	\$ 8,000.00
Harwich Ecumenical Council for Housing	\$ 5,000.00	\$ 10,000.00	\$ 4,300.00
Homeless Prevention Council	\$ 8,000.00	\$ 10,000.00	\$ 8,500.00
Independence House, Inc.	\$ 6,000.00	\$ 6,600.00	\$ 6,600.00
Lower Cape Outreach Council	\$ 8,000.00	\$ 10,000.00	\$ 9,000.00
Outer Cape Health Services	\$ 6,000.00	\$ 10,000.00	\$ 8,000.00
Sight Loss Services	\$ 3,000.00	\$ 4,000.00	\$ 3,000.00
South Coastal Counties Legal Services	\$ 2,500.00	\$ 2,600.00	\$ 2,600.00
WE CAN	\$ 3,500.00	\$ 6,261.00	\$ 4,250.00
Total:	\$ 78,450.00*	\$ 109,961.00	\$ 83,250.00

*The total amount distributed for FY 20 was \$82,250. The difference between the total awarded and the total reflected here is due to the three additional applications received in FY 20.

For the second year, the Review Team is recommending \$0 is funding for Food 4 Kids – Church of the Holy Spirit. This recommendation is not intended as a reflection of the work of the requesting organization – their work and service to the Town of Harwich is invaluable. However, they are a religious organization and not a registered non-profit as required per the published RFP. Therefore, the Team unanimously agreed that they were not eligible for funding under this program.

The Review Team would like to offer one additional comment. The Team is intentionally comprised of members with a wide variety of professional and personal knowledge of the services provided by these local organizations. However, it would be beneficial to provide opportunities for Harwich residents to provide direct feedback regarding community needs, funding priorities, and experiences with requesting organizations. Several options were proposed including online and written surveys, an additional Review Team meeting that was open to the public, or, as has been discussed in past years, creating a standing Human Services Grant Committee that meets on a regular basis and is open for public participation.

In closing, we would be remiss if we did not extend our gratitude to all of the organizations that submitted funding requests. The review process has highlighted the wide variety and depth of services provided to Harwich residents by these truly incredible organizations. Through their work, residents are supported in maintaining health care, nutrition, housing, and are provided with social, professional, medical, and legal support. Our community is markedly better for their efforts.

NEW BUSINESS

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Joseph F. Powers, *Interim Town Administrator*

732 MAIN STREET, HARWICH, MA



MEMO

TO: Board of Selectmen

FROM: Joseph F. Powers, Interim Town Administrator

CC: Meggan Eldredge, Public Health Director
David Guillemette, Police Chief

RE: Guidance on extending outdoor table service during pandemic

DATE: October 19, 2020

Following up on the Alcoholic Beverages Control Commission (ABCC) advisory issued on September 11, 2020 on extending of allowance of outdoor table service, I am presenting you, as the local licensing authority (LLA), with my recommendation on how to proceed in Harwich:

- All previously authorized establishments granted expanded outdoor table service (and correlating liquor service, if any) should be extended by vote of the Board of Selectmen;
- The extension will correspond to the timeframe outlined in the ABCC Advisory to be effective only through sixty (60) days after the end of the state of emergency; at which time they will revert to their original licensed premises;
- Any changes to previously approved plans for expanding outdoor table service must come before the Board of Selectmen (acting as LLA);
- Each establishment must proactively notify the town, via the administration staff, whether they intend to provide such service or when they expect to discontinue such service; and
- Said notice must be received before November 2, 2020

I respectfully request that the Board of Selectmen vote to adopt this recommendation or take any other action this evening.



*Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, Massachusetts 02150*

Jean M. Lorizio, Esq.
Chairman

**ALCOHOLIC BEVERAGES CONTROL COMMISSION ADVISORY REGARDING
EXTENSION OF ALLOWANCE OF OUTDOOR TABLE SERVICE**

On September 10, 2020, Governor Charlie Baker issued an Order Making Certain Phase III Adjustments (also known as COVID-19 Order No. 50), which extends the period for outdoor table service by licensees licensed for on-premises consumption. The text of the Governor's Order can be found [HERE](#).

Pursuant to this Order, local licensing authorities ("LLA") may approve requests for expansion of outdoor table service or extensions of earlier granted approvals issued pursuant to Section 4 of COVID-19 Order No. 35¹, from November 1, 2020, for any period up to and until sixty (60) days after the end of the state of emergency. The LLA may issue extensions automatically to all licensees, or may do so on request from individual licensees.

The LLA may modify any prior approvals as the LLA deems proper and appropriate, including addressing snow removal, pedestrian traffic, and other similar concerns.

Any licensee that was previously granted approval but is not granted an extension by the LLA may still operate outdoor table service until November 1, 2020.

ABCC approval is not required on these extensions. Upon approval from the LLA the LLA may issue the amended license forthwith. The LLA must provide notice by mail to the ABCC on all application approvals. For further guidance on the process of approving and issuing these amended licenses LLAs should consult with their counsel.

Please be aware that all expanded premises approved pursuant to this Order are only effective through sixty (60) days after the end of the state of emergency and revert to their original licensed premises on that date.

The ABCC continues to retain supervision and oversight of all alcohol licensees, including those that expand their licensed premises pursuant to this Order. As always, all licensees must ensure that they comply with the laws of the Commonwealth of Massachusetts, and that sales of alcoholic beverages take place only as authorized by federal, state, and local law. All questions should be directed to Executive Director Ralph Sacramone at (617) 727-3040 x 731.

(Issued September 11, 2020)

¹ The text of COVID-19 Order No. 35 can be found [HERE](#).



Jean M. Lorizio, Esq.
Chairman

Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150

ALCOHOLIC BEVERAGES CONTROL COMMISSION ADVISORY REGARDING
INDOOR TABLE AND BAR SERVICE

Local Licensing Authorities are reminded of the mandatory Sector Specific Workplace Safety Standards for Restaurants to Address COVID-19. The text of the updated safety standards may be found [HERE](#).

All Licensees licensed for the sale of alcoholic beverages for on-premises consumption must provide seated food service, at a table or the bar, with the sale of alcohol. The food must be prepared on-site and under a retail food permit issued by a local licensing authority pursuant to 105 CMR 590.00. When taking reservations or seating walk-in customers, Licensees should obtain a phone number from someone in each party to be used in the event contract tracing becomes necessary.

All Licensees providing indoor table and bar service must comply with the following:

I. MASKS/FACE COVERINGS

- A. Patrons must wear a mask/face covering at all times when standing or walking inside a licensed premise;
- B. Licensee employees must wear masks/face coverings at all times while working on a licensed premise.

Exception- Where an individual is unable to wear a mask due to a medical condition or disability that individual is not required to wear a mask/face covering.

II. SOCIAL DISTANCING

- A. Tables must be positioned at least 6 feet from other tables;
- B. The size of a party seated at a table cannot exceed 10 people, however a municipality may set a stricter limit;
- C. Recreational amenities such as pool tables/arcade games may be used provided patrons are not eating or drinking while playing and are wearing masks/face coverings. Licensees may not provide food or drink service in these playing/gaming areas;
- D. In general, Licensees must ensure a separation of 6 feet or more between all individuals (patrons and employees).

*Telephone: (617) 727-3040 * Fax: (617) 727-1510 * www.mass.gov/abcc*

- E. All customer-facing employees (servers, bus staff, etc.) must minimize time spent within 6 feet of patrons.
- F. The opening of dance floors is prohibited in any licensed premises until the commencement of Phase IV.

III. BAR SERVICE

- A. Licensees may allow bar seating provided that either there are no active work areas or working staff behind the bar are at least 6 feet away **or** there is a physical barrier (e.g. Plexiglas) separating customers from the bar space that is at least 30 inches high. A gap/opening at the bottom of the barrier is allowed for food and drink service as long as the gap/opening is no more than 8 inches high;
- B. Parties seated at the bar must be spaced at least 6 feet from other parties.
- C. Patrons being served at the bar must remain seated;
- D. Service to standing patrons is prohibited.**

As always, all Licensees must ensure that they comply with the laws of the Commonwealth of Massachusetts, and that sales of alcoholic beverages take place only as authorized by federal, state, and local law.

All questions concerning entertainment should be directed to your local licensing authority. Any questions pertaining to public health should be directed to your local health department or the Massachusetts Department of Labor Standards (DLS). All other questions should be directed to ABCC Executive Director Ralph Sacramone at rsacramone@tre.state.ma.us or (617) 727-3040 ext. 731.

(Issued October 13, 2020)



Jean M. Lorizio, Esq.
Chairman

Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150

**ALCOHOLIC BEVERAGES CONTROL COMMISSION ADVISORY REGARDING
INDOOR EVENTS HELD BY HOTELS AND OTHER ON-PREMISES LICENSEES**

Hotels and other on-premises Licensees are reminded of Governor Baker's Covid-19 Order No. 52- Phase III, Step 2 Order Regulating Gatherings in the Commonwealth which set a limit of 25 people at indoor gatherings/events in a single enclosed space. The text of the Order may be found [HERE](#).

Licensees are reminded that:

- Until Phase IV commences, all Licensees licensed for the sale of alcoholic beverages for on-premises consumption must provide seated food service with the sale of alcohol. The food must be prepared on-site and under a retail food permit issued by a local licensing authority pursuant to 105 CMR 590.00.
- **In all municipalities, Licensees holding indoor events/gatherings are limited to 25 people in a single enclosed space. Licensee employees working at an indoor event do not count towards the capacity limitations.**
- In addition to the capacity restriction specified above, all participants of indoor events/gatherings at licensed premises must maintain 6 feet of physical distance from every other participant in the gathering except where individuals are members of the same household. An indoor event/gathering violates the Governor's Covid-19 Order No. 52, no matter the number of participants present if conditions or activities at the gathering are such that it is not reasonably possible for participants to maintain six feet of separation.
- Self-serve, unattended buffets are prohibited. Buffets may only be used if an employee wearing a mask serves the food from the buffet to a patron wearing a mask. Patrons must be wearing a mask/face covering when approaching the buffet.

Licensees must remain in compliance with all applicable Sector Specific Workplace Safety Standards, including but not limited to those for Restaurants.

As always, all licensees must ensure that they comply with the laws of the Commonwealth of Massachusetts, and that sales of alcoholic beverages take place only as authorized by federal, state, and local law.

All questions concerning entertainment should be directed to your local licensing authority. Any questions pertaining to public health should be directed to your local health department or the Massachusetts Department of Labor Standards (DLS). All other questions should be directed to ABCC Executive Director Ralph Sacramone at rsacramone@tre.state.ma.us or (617) 727-3040 ext. 731.

(Issued October 13, 2020)

OLD BUSINESS

**Harwich Board of Selectmen
2021 Goals**

Goal 1: Governance. The BOS shall work with the Interim Town Administrator (TA), Financial Director town committees, and town residents to develop an organizational and financial strategic plan to provide clear policy direction to the TA.

Objective A: Develop measurable and accountable Goals and Objectives for the TA (including TA input) to achieve BOS and Town Meeting directives.

Objective B. Award contracts only after due diligence ensures all procurement processes are adhered to, involved staff approve and work is scheduled in a timely fashion. A written procurement protocol that is clearly followed is required.

Objective C: Communicate and conduct Town government business in an efficient, effective, transparent, respectful and responsive manner.

Objective F: Encourage volunteer membership onto Town Committees through active recruitment, promotion of respectful conduct of meetings and independent input into town policies. Establish broad policy for employee retention.

Goal 2: Financial Leadership and Stability: Develop a budget that is at most 2% higher than FY2021; starting point will be to develop a level funded budget.

Objective A: Create a conservative budget which is mindful of COVID-19 repercussions resulting in likely reduced revenues and potential impact to town services. Keeping stability in mind, budgets may need to be adjusted throughout the year, as necessary.

Objective B: Develop a budget which limits operating expenses to that of FY2021 and manages debt payments as much as possible to maintain level debt service obligations.

Objective C: Develop a budget which avoids the use of capital exclusions, limits the use of debt exclusions to avoid the need for a general over-ride.

Objective C: Develop new approaches to factually inform potential impacts resulting from budget decisions. Provide transparency in town finances.

Objective D: Continue to explore organization structure, information technology and use of contract services to increase efficiency and reduce costs.

Objective E: Seek/evaluate new funding sources including fully utilizing county resources, possible sharing of grant writing capabilities with other towns and exploring organization possibilities to carve out a specific grant writing function.

Objective F: Develop specific financial strategies to maintain S&P Bond rating. Fulfill past BOS agreements that significant contribution will be made to OPEd and the funds withdrawn from the

Stabilization Fund to balance the FY2021 budget will be replenished.

Goal 3: Continue implementation of the Comprehensive Wastewater Management Plan (CWMP) to meet regulatory obligations.

Objective A: Work with staff, consultants, and other available resources to plan, design and manage CWMP to minimize costs and time CWMP phases to make debt payments within the Capital Budget Plan. Maintain level debt service obligations to extent possible.

Objective B: Continue implementation of the Comprehensive Wastewater Management Plan with consideration of up-to-date flow data and consideration of new technologies.

Objective C: Continue discussions with Dennis and Yarmouth on a potential regional wastewater partnership with specific input into governance, finances, and timing of such a partnership.

Objective D: Ensure all wastewater issues are communicated to residents for their input and understanding.

Goal 4: Work with the Affordable Housing Trust to aggressively pursue the creation of affordable and workforce housing.

Objective A: Build on funding strategies developed for the Housing Trust.

Objective B: Engage, educate, and communicate with town residents and organizations on housing initiatives and programs to increase housing as stated in the housing production plan

Objective C: Pursue potential parcels for affordable/workforce housing, emphasize the use of private-public or non-profit-public partnerships for housing. Highlight existing housing projects to help ensure affordable/workforce housing is added.

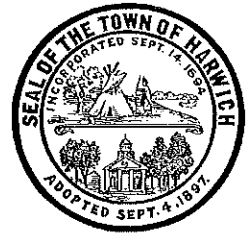
Objective D: Selectmen will continue to promote the adaption of an accessory use apartment by-law zoning revision to assist property owners in providing a supplemental income to age in place in their homes or to offer additional workforce housing options.

Goal 5: Economic Development

Objective A: Work closely with the Chamber of Commerce to promote the town of Harwich and the needs of its local businesses.

Objective B: Continue to encourage simplification, transparency, and rapid response time of regulatory/permitting actions to encourage business and resident non-business interests.

Objective C: Work with businesses and neighborhoods to find best compromises to minimize noise concerns.



The Harwich Board of Selectmen submits the following budget message to the citizens of the town of Harwich to establish priorities for Fiscal Year 2022.

Selectmen require a budget that is at most 2% higher than FY2021; the starting point will be to develop a level funded budget to provide some relief to Harwich's taxpayers. It is recognized that some larger projects are forthcoming which required detailed and broad discussion to implement within this stated budget desire.

We fully understand the impact that previous borrowings have had on taxpayers. Taxpayers have yet to realize the full impact of bonding for current projects such as Cape Cod Technical High School, Phase Two of the Comprehensive Wastewater Management Plan, and the Saquatucket Harbor projects. Further, the Town is committed to additional work (resulting in more borrowing) for upcoming CWMP implementation phases. A Dennis/Harwich/Yarmouth Regional Sewer Plant is being discussed and analyzed. Although cost-savings is of paramount importance implementation of the CWMP is driven by our desire to avoid potential legal actions against Federal and State regulatory agencies which if pursued as threatened would greatly increase wastewater costs. We also strongly believe it is our duty to take action to protect the environment.

The COVID19 pandemic has profoundly affected both revenue and expenses. While local receipts were down approximately 12% from last year, the addition of two one-time payments (tornado and COVID-19 funds) total revenues were ~ 1.2% less than last year. Prudent budgeting directs us to plan based ongoing revenues not one-time revenues. Although we were able to hold expenses with a hiring freeze, delay of capital projects and other operational budget cuts it will be difficult to maintain these as the pandemic often increases service expenses and delay of capital projects are not always possible. Expected FY2022 fiscal restraints requires that every hire and expense be examined to minimize tax increases. Although delayed capital projects often increase future costs it is best to delay projects until economic growth and revenues have rebounded.

The Board realized even before the pandemic that budgets needed to be carefully examined to reduce future spending increases to a minimum to ensure financial sustainability. The pre-Pandemic budget forecasted a positive budget of ~ \$340,000 in FY2021 which then decreased over the five-year budget plan to a negative ~ \$2.7 M. This assumes annual 2.5% tax levy and \$300,000 growth increases. Clearly expenses need to be curtailed to avoid or minimize 2 ½ over-rides.

With the uncertainty surrounding the COVID-19 pandemic the Board will develop a conservative budget as a "worse-case" planning guide as it is easier to increase spending if additional revenues are available than to reduce promised spending.

Financial control will be difficult. We are proud of past infrastructure improvements through our wastewater initiatives; commitment to improve accessibility and safety to all members of our town by investing in water and landslide improvements at Saquatucket Harbor; support of Monomoy Regional School System; Cape Cod Regional Highschool and the quality of our roads. Investment in our

infrastructure signifies an investment and commitment to the future of Harwich. We have had at least ten years of growth and infrastructure improvements. COVID-19 related financial pressures call for a pause in infrastructure spending.

Financial control includes the careful vetting of any possible new hires, additional hours for part-time employees, revaluations, and overtime to be sure they are within budget limits or are documented to benefit or improve efficiencies of town operations. Funding sources must be identified. To help effectively manage department budgets we suggest the allocation of indirect costs to each department. It is necessary to review total department costs including those that are carried out by another department. The intent is to provide a better understanding of the total costs to operate each department.

The Board continues to face the difficult issue of an aging population and a dissolving younger population. We must continue to develop better strategies to assist our aging population to remain in place while simultaneously improving housing and job opportunities to maintain and attract a younger population. It is our duty to address the need for economic development, increased access to affordable and workforce housing since the youth are the future of Harwich. We understand the need to protect the quintessential New England flavor Harwich offers but must begin to focus internally on how to address zoning limitations that cause urban sprawl and the physical disconnection of our community.

Fundamentally, the Board's mission within financial constraints is to ensure public safety, .upgrade and maintain the town's critical infrastructure, support our well respected school systems, advocate for additional housing, and ensure the local business community finds a welcoming environment all while ensuring we protect our proud heritage.

Harwich has had ten years growth but is currently in the midst of a pandemic. A portion of our taxpayers are struggling and losing businesses, families are having child-care issues and often are working fewer hours resulting in reduced pay. The board recognizes this and will be as fiscally responsible as possible.

Larry G Ballantine, Chairman

Stephen P. Ford, Vice Chairman

Michael D. MacAskill, Clerk

Donald F. Howell

Edward J. McManus

CARES Act Coronavirus Relief Fund - Municipal Program Round 2 Application Form

	Assumed FEMA Eligible?	Round 2 Total Costs	CvRF Amount	Round 2 Total CvRF Request
Core municipal services in a declared state of emergency:				
1	Yes	26,174	6,543	6,543
2	Yes	0	0	0
3	Yes	0	0	0
4	Yes	1,139	285	285
5	No	63,583	63,583	63,583
6	Yes	0	0	0
7	Yes	22,404	5,601	5,601
8	No	86,915	86,915	86,915
9	No	0	0	0
10	Yes	76,448	19,112	19,112
30	Yes	6,984	1,746	1,746
11	No	0	0	0
12	No	0	0	0
13	No	0	0	0
14	No	0	0	0
15	Yes	0	0	0
31	No	0	0	0
32	No	0	0	0
33	No	0	0	0
Subtotal, Core municipal services in a declared state of emergency		283,647	183,785	183,785
Expanded public health mission:				
16	Yes	2,921	730	730
17	Yes	0	0	0
18	Yes	0	0	0
19	No	0	0	0
20	Yes	0	0	0
21	Yes	0	0	0
22	Yes	969	242	242
23	Yes	0	0	0
24	Yes	0	0	0
Subtotal, Expanded public health mission		3,890	973	973
Services and supports to residents in their homes:				
25	Yes	26,546	6,636	6,636
26	No	0	0	0
27	No	0	0	0
28	No	0	0	0
Subtotal, Services and supports to residents in their homes		26,546	6,636	6,636
Other Requests				
35	No	103,026	103,026	103,026
36	No			
Total Request		417,109	294,420	294,420

TOWN
ADMINISTRATOR'S
REPORT

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 Galfab LLC, with an address of 612 W 11th Street, Winamac, IN, 46996, hereinafter referred to as "Contractor", effective as of the 14th day of October, 2020. 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 supplies necessary to provide the Town with Pup Trailer, including the scope of supplies set forth in Attachment A.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and supplies required hereunder by November 20, 2020.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$31,925.00. The Contractor shall submit monthly invoices to the Town for supplies 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 supplies 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 supplies 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) Property Coverage for materials and supplies being transported by the contractor, as the Town's Property Contract provides coverage for personal property within 1000 feet of the premises.
- 5) Umbrella Liability of at least \$2,000,000/ occurrence, \$2,000,000/aggregate. The Municipality should be named as an Additional Insured.

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, Jeff Hadley, 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.

82-1600264
Social Security Number or
Federal Identification Number

Galfab
Signature of Individual or
Corporate Name
DocuSigned by:
By: *Jeff Hadley*
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: *Jeff Hadley*
CE65D46C580440A...
Jeff Hadley Mobile Equip. Product Mgr.
Printed Name and Title

TOWN OF HARWICH *\$50,000*
by its Board of Selectmen Over ~~\$25,000~~

Approved as to Availability of Funds:
DocuSigned by:
Carol Coppola
48C32039D35D434...
Finance Director
01421A2/619019
(\$31,925.00)
Contract Sum

by its Interim Town Administrator Up to
~~\$25,000~~ *\$50,000 MP*
[Signature]
Interim Town Administrator

ATTACHMENT A

QUOTE NO. : SQ18162

GALFAB, LLC
WINAMAC, IN 46996

Phone : 574-946-7767
Fax : 574-946-7994
E-mail :

DATE : 08/19/20

QUOTED BY : Jeffrey Hadley

CUSTOMER PHONE: 508-430-7572

CUSTOMER FAX:

Quote

To:

Town of Harwich
273 Queen Ann Road
Harwich, MA 02645

E-mail kedson@town.harwich.ma.

Ship

To: Town of Harwich
273 Queen Ann Road
U Highway Department
Harwich, MA 02645

ATTENTION: Kyle Edson

QTY	Item No.	SPECIFICATIONS	PRICE EACH	TOTAL
1	SR2440	24' LONG PUP TRAILER Load Guide Rails 3" x 4" x 1/2" angle 38" Turntable bearing w/electric over air back up lock 120" Hitch w/Premier hinge group eye Spring loaded tongue w/ratchet assist & safety chains Rubber belted fenders over front & rear tires Side mounted turnbuckle tie downs - each side Standard 7 wire light system w/sealed beam lights Merritor Wabco 4S-2M Anti lock brake system (2) 25K rated axles Hutchens suspension with 2 leaf tapered springs (8) 255/75R22.5 tires on steel rims 10 hole hub piloted hubs Painted Corsol Black	29,975.00	29,975.00
1		Freight from Suring, WI to Harwich, MA	1,950.00	1,950.00

Lead time is 3-4 weeks after receipt of order

<p>BY:</p> <p>All prices are F.O. B. Winamac otherwise stated.</p> <p>1. This quotations is valid for _____ days.</p> <p>2. N/A - Not Applicable.</p> <p>3. Any revisions to this quote may result in price changes.</p>	<p>Sales Tax Exempt #:</p> <div style="border: 1px solid black; padding: 2px;"> <p>FET Exemption Certificate #:</p> <p>FET Exempt Expiration Date</p> </div>	<p>Subtotal: 31,925.00</p> <p>Sales Tax : 0.00</p> <p>Federal Excise Tax : 0.00</p> <p>Total: 31,925.00</p>
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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 Motorola Solutions, Inc., with an address of 500 West Monroe Street, Chicago, IL 60661, hereinafter referred to as "Contractor", effective as of the 9th day of October, 2020. 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 supplies necessary to provide the Town with 2-way Radio Equipment and Supplies, including the scope of supplies set forth in Attachment A.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and supplies required hereunder by November 20, 2020.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$12,423.98. The Contractor shall submit monthly invoices to the Town for supplies 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.
4. The Commonwealth of Massachusetts Operational Services Division ITT57 Statewide Contract: 2-way Radio Equipment and Supplies.

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 supplies 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 supplies 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) Property Coverage for materials and supplies being transported by the contractor, as the Town's Property Contract provides coverage for personal property within 1000 feet of the premises.
- 5) Umbrella Liability of at least \$2,000,000/ occurrence, \$2,000,000/aggregate. The Municipality should be named as an Additional Insured.

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, Michael Sheridan, 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.

36-1115800

Social Security Number or
Federal Identification Number

Motorola Solutions, Inc.

Signature of Individual or
Corporate Name

DocuSigned by:
By: Michael Sheridan
AD8FFD032E52422...
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 Michael Sheridan
AD8FFD032E52422...

by its Board of Selectmen Over \$25,000

Michael Sheridan Area Sales Manager

Printed Name and Title

Approved as to Availability of Funds:

Carol Coppola
48C32039D33D434...

Finance Director

01220A2/620013

(\$12,423.98)

Contract Sum

by its Interim Town Administrator Up to

\$25,000
0623C0C5799644E...

Joseph F. Powers

Interim Town Administrator

5. Unless otherwise stated, payment will be due within forty five day of invoice. Invoicing will occur concurrently with shipping. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

ATTACHMENT A**MOTOROLA SOLUTIONS**

Quote Number: QU0000514339

Effective: 01 OCT 2020

Effective To: 30 NOV 2020

Bill-To:

HARWICH FIRE DEPT, TOWN OF
175 SISSON RD
HARWICH, MA 02645
United States

Attention:

Name: Chief Dave LeBlanc
Email: d.leblanc@harwichfire.com

Sales Contact:

Name: James McCone
Email: mvjimmv@gmail.com
Phone: 6174130500

Contract Number: ITT57 MA STATE
Freight terms: FOB Destination
Payment terms: Net 45

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	1	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE	\$4,770.00	\$3,625.20	\$3,625.20
1a	1	G48BB	ENH: CONVENTIONAL OPERATION	\$800.00	\$608.00	\$608.00
1b	3	B18CR	ADD: AUXILIARY SPKR 7.5 WATT	\$60.00	\$45.60	\$136.80
1c	1	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	-	-	-
1d	1	GA05507AA	DEL: DELETE 7/800MHZ BAND	\$-800.00	\$-608.00	\$-608.00
1e	1	GA05508AA	DEL: DELETE VHF BAND	\$-800.00	\$-608.00	\$-608.00
1f	1	GA00235AA	ADD: NO GPS ANTENNA NEEDED	-	-	-
1g	1	GA01607AA	ADD: NO WI-FI ANTENNA NEEDED	-	-	-
1h	1	G78AT	ADD: 3Y ESSENTIAL SERVICE	\$168.00	\$168.00	\$168.00
1i	2	G610AC	ADD: REMOTE MOUNT CBL 30 FEET	\$25.00	\$19.00	\$38.00
1j	1	G628AC	ADD: REMOTE MOUNT CBL 17 FEET	\$15.00	\$11.40	\$11.40
1k	1	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT)	-	-	-
1l	1	G67EH	ADD: REMOTE MOUNT E5 MP	\$297.00	\$225.72	\$225.72
1m	1	GA01513AA	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)	\$95.00	\$72.20	\$72.20
1n	1	GA01670AA	ADD: APX E5 CONTROL HEAD	\$572.00	\$434.72	\$434.72
1o	1	G444AH	ADD: APX CONTROL HEAD SOFTWARE	-	-	-
1p	1	GA00093AM	ADD: APX TRI-CONTROL HARDWARE	\$1,000.00	\$760.00	\$760.00
1q	1	G806BL	ENH: ASTRO DIGITAL CAI OP APX	\$515.00	\$391.40	\$391.40
1r	1	W22BA	ADD: STD PALM MICROPHONE APX	\$72.00	\$54.72	\$54.72
1s	1	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	-	-	-
2	1	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ	\$2,738.00	\$2,080.88	\$2,080.88
2a	2	W432AG	ADD: AUXILARY SPKR 13W (3.2OHM)	\$71.50	\$54.34	\$108.68
2b	1	W484AF	ALT: ANT 3DB GAIN 762-870MHZ	\$38.00	\$28.88	\$28.88
2c	1	G996AS	ENH: OVER THE AIR PROVISIONING	\$100.00	\$76.00	\$76.00
2d	1	GA00580AA	ADD: TDMA OPERATION APX	\$450.00	\$342.00	\$342.00
2e	1	GA01767AG	APX MOBILE RADIO AUTHENTICATION	\$100.00	\$76.00	\$76.00
2f	1	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	-	-	-
2g	1	GA00235AA	ADD: NO GPS ANTENNA NEEDED	-	-	-

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
2h	1	GA01607AA	ADD: NO WI-FI ANTENNA NEEDED	-	-	-
2i	1	G67DT	ADD: REMOTE MOUNT E5 APXM	\$297.00	\$225.72	\$225.72
2j	1	G78AT	ADD: 3Y ESSENTIAL SERVICE	\$168.00	\$168.00	\$168.00
2k	1	G843AH	ADD: AES ENCRYPTION APX AND ADP	\$475.00	\$361.00	\$361.00
2l	1	G298AS	ENH: ASTRO 25 OTAR W/ MULTIKEY	\$740.00	\$562.40	\$562.40
2m	1	G444AH	ADD: APX CONTROL HEAD SOFTWARE	-	-	-
2n	1	GA01670AA	ADD: APX E5 CONTROL HEAD	\$572.00	\$434.72	\$434.72
2o	1	GA00092AU	ADD: APXM DUAL E5 CH	\$570.00	\$433.20	\$433.20
2p	1	G610AC	ADD: REMOTE MOUNT CBL 30 FEET	\$25.00	\$19.00	\$19.00
2q	1	G628AC	ADD: REMOTE MOUNT CBL 17 FEET	\$15.00	\$11.40	\$11.40
2r	1	G361AH	ENH: P25 TRUNKING SOFTWARE APX	\$300.00	\$228.00	\$228.00
2s	1	G51AU	ENH: SMARTZONE OPERATION APX6500	\$1,200.00	\$912.00	\$912.00
2t	1	G806BL	ENH: ASTRO DIGITAL CAI OF APX	\$515.00	\$391.40	\$391.40
2u	2	W22BA	ADD: STD PALM MICROPHONE APX	\$72.00	\$54.72	\$109.44
3	2	HLN1457A	HANDSET/HANGUP (HANGUP CUP)	\$395.00	\$272.55	\$545.10

Total Quote in USD

\$12,423.98

APX8500 UHF NO VHF OR 800
TRI CONTROL HEAD
2 HANDSETS 1 MIC
APX6500 800 MHz DUAL CONTROL HEAD
2 MICS NO HANDSETS

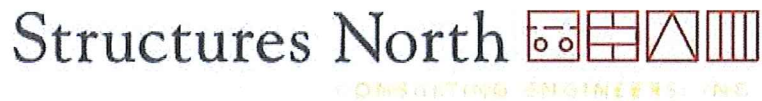
1. Terms subject to ITT57 as modified by the clarifications and terms/conditions. For a full list of terms/conditions please contact you Motorola representative.

2. PO Issued to Motorola Solutions Inc. must:

- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order
- >Be in a Non-Editable Format
- >Identify Tax Exemption Status (where applicable)
- >Include a Signature (as Required)

3. Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes.

4. Prices quoted are valid for thirty(30) days from the date of this quote.



60 Washington St, Suite 401
Salem, Massachusetts 01970-3517
P.O. Box 01971-8560
T 978.745.6817 | F 978.745.6067
www.structures-north.com

1 October 2020

Joseph F. Powers
Interim Town Administrator
Town of Harwich
732 Main Street
Harwich, MA 02645

Reference: Proposal for Schematic Design of Foundation Repairs

Dear Mr. Powers:

On Thursday 17 September I visited the Brooks Academy Museum to perform a structural inspection of the property in accordance with our September 14 proposal. While the report is currently being written we promptly notified the Brooks Academy Museum Commission (BAMC) of significant damage that we found in the foundation, and the need for nearly all of the original portion of it to be replaced. In proactive response to this discovered condition, the BAMC has directed us to begin immediately with the early stages of foundation design.

We therefore submit this proposal:

Scope of Services

1. Review existing conditions, and repair construction and design impact with the Museum Board and with the Town Engineer.
2. Develop a schematic set of drawings and outline specifications that are of a sufficient level of detail that they can be priced by a local contractor and submitted for CPC review. The drawings will include basement and first floor plans focusing on areas that are within the bounds of the work, along with representative sections and details. We have assumed that we can adapt the museum's Revit-based architectural drawings as background for the foundation work.
3. Assistance with a construction cost estimating effort.
4. Attend a CPC meeting remotely, if requested, to present the structural design.
5. Submit a proposal for final design, should the proposed work be approved and funded.

Professional Fees-

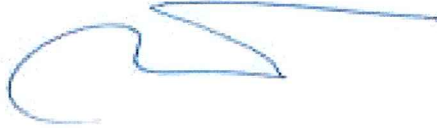
We will provide all services on an hourly basis in accordance with the attached standard rate schedule, not to exceed a total of \$9,975 including expenses.

**Brooks Academy Museum, Harwich, MA
Proposal for Schematic Design of Foundation Repairs**

**1 October 2020
Structures North**

Please contact me if you have any questions or would like to discuss any adjustments in scope or fee. Please see the attached Terms and Conditions of contract, standard rate sheet. Further, we hereby limit our liability on this project to \$250,000.

Respectfully Yours,



John M. Wathne, PE, President
Structures North Consulting Engineers, Inc.

Accepted by:

Town of Harwich, MA

Joseph F. Powers

DocuSigned by:
Joseph F. Powers
0623C0C5799644E

Signed by
Interim Town Administrator

Signature

10/9/2020

Date

Carol Coppola

DocuSigned by:
Carol Coppola
48C32039D33D434...

Signed by
Approved as to availability of funds: 80271292/619041

Signature

10/7/2020

Date

SCOPE OF SERVICES: Engineer, as representative of Client, shall perform the Basic Services described in the attached Proposal. All services are performed solely for the Client, and no third party may utilize or rely upon them. Engineer makes no warranty, either expressed or implied, to Client or any third party, as to Engineer's findings, recommendations, plans, specifications, or professional advice. Engineer will perform the services pursuant to generally accepted standards of practice in effect at the time of performance. Services provided by Engineer under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

If Engineer's Proposal includes the performance of On-Site Observation services, then: Engineer shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of Contractors' work and to determine if the work is proceeding in general accordance with the structural drawings and specifications prepared by Engineer. However, Client has not retained Engineer to make detailed inspections or to provide exhaustive or continuous project review and observation services. As such, Engineer does not, and cannot, verify or guarantee the performance of the construction contract by Contractors. Client understands and agrees that under no circumstances shall Engineer be liable or assume responsibility for Contractors' failure to furnish or perform their work in accordance with the drawings and specifications. Further, Engineer shall not, during any visits or as a result of any observations of construction, supervise, direct or have control over Contractors' work nor shall Engineer have authority over or responsibility for the equipment, means, methods, techniques, sequences, or procedures of construction selected by Contractors or health and safety precautions and programs incident to the work of Contractors or any failure of Contractors to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractors furnishing and performing their work.

If Engineer's Proposal includes the Review of Contractors' Submittals, then: Engineer shall review shop drawings, samples, and other data which Contractors are required to submit, but only for the limited purpose of checking for conformance with the structural design concept of the Project and compliance with the information given in the structural drawings and specifications. Such review or other actions shall not extend to accuracy or completeness of details, erection aids, quantities, dimensions, weights or gauges, fabrication processes, coordination with other trades, equipment, means, methods, techniques, sequences or procedures of manufacture (including the design of manufactured products) of construction, or to health and safety precautions and programs incident thereto. Engineer's review or other actions, as described above, shall not constitute approval of an assembly or product of which an item is a component, nor shall it relieve Contractors of (a) their obligations regarding review and approval of any such submittals; and (b) their exclusive responsibility for the equipment, means, methods, sequences, techniques and procedures of construction, including safety of construction. Engineer's review shall be conducted with reasonable promptness while allowing sufficient time in Engineer's judgment to permit adequate review. Engineer shall not be responsible for any deviations from the Contract Documents not highlighted in writing to Engineer from Contractor. Engineer shall not be required to review partial submissions, incomplete submissions, submittals that are grossly incorrect or non-responsive, submittals for which submissions of correlating items have not been received, or submittals not reviewed and approved by Contractor. If a submittal is not duly acceptable after its second submission, the client shall be responsible for all increased costs including, without limitation, for increased professional fees based on rates per our fee schedule.

HIDDEN CONDITIONS: A condition is hidden if concealed by existing finishes or it not capable of investigation by reasonable visual observation. If the Engineer has reason to believe that such a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition. If (1) the Client fails to authorize such investigation after due notification, or (2) the Engineer has no reason to believe that such a condition exists, the Engineer shall not be responsible for the existing condition nor any resulting damages to persons or property.

HAZARDOUS MATERIALS: It is acknowledged by both parties that Engineer's scope of services does not include any services related to asbestos, lead, mold or other hazardous or toxic materials. In the event Engineer or any other party encounters asbestos or other hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of Engineer's services, Engineer may, at his option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

OWNERSHIP OF DOCUMENTS: All documents produced by Engineer under this Agreement shall remain the property of Engineer and may not be used by this Client for any other purpose without the written consent of Engineer.

DISPUTE RESOLUTION: Prior to the initiation of any legal or administrative proceedings, any claims or disputes arising from design, construction, or post-construction services between Client and Engineer shall be submitted to non-binding mediation.

FEES: Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Engineer's standard rate sheets are available upon

request.

REIMBURSABLE EXPENSES: Reimbursable expenses shall be billed at one-point-one (1.1) times Engineer's actual expense. Reimbursable expenses include but are not limited to: reproduction; shipping; photographs; parking; tolls; mileage; hotel; travel; and meals.

CHANGES OR DELAYS: Unless the accompanying Proposal provides otherwise, the proposed fees constitute Engineer's estimate to perform the services required to complete the Project. Required services often are not fully definable in the initial planning; accordingly, developments may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made. An Additional Services Contract will be submitted to Client. No additional services will be performed by Engineer without written authorization from Client.

Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by Client's failure to provide specified facilities, direction, or information, or if Engineer's failure to perform is due to any act of God, labor trouble, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure, or interruption or any other cause beyond the reasonable control of Engineer. Temporary work stoppage caused by any of the above may result in additional cost beyond that outline in the accompanying Proposal.

BILLINGS/PAYMENTS: Invoices for Engineer's services shall be submitted at Engineer's option, either upon completion of such services or on a periodic basis. Invoices are due upon receipt, and with a maximum of 30 calendar days. If the invoice is not paid within sixty (60) days, Engineer may, without waiving any claim or right against Client, and without liability whatsoever to Client, terminate or suspend the performance of the service. In the event any portion or all of an account remains unpaid 90 days after billing, Client shall pay all costs of collection, including reasonable attorney's fees.

LATE PAYMENTS: Accounts unpaid sixty (60) days after the invoice date may be subject to a monthly service charge of 1.5 percent on the then unpaid balance (18.0 percent true annual rate), at the sole election of Engineer. In the event any portion or all of an account remains unpaid ninety (90) days after billing, Client shall pay all costs of collection, including all reasonable attorney fees.

MUTUAL INDEMNIFICATION: Engineer agrees, to the fullest extent permitted by law, to indemnify and hold harmless Client, its officers, directors, and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs to the extent caused by Engineer's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Engineer is legally liable.

Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Engineer, its officers, directors, employees, and subconsultants (collectively, Engineer) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors, or consultants or anyone for whom Client is legally liable.

Neither Client nor Engineer shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

CERTIFICATIONS: Engineer shall not be required to execute any document that would result in its certifying, guaranteeing, or warranting the existence of conditions whose existence the Engineer cannot ascertain. Should Engineer be required by Client to execute any certification or verification regarding any Contractors performance, including, but not limited to, shop drawings, payment applications, or construction control affidavits, notwithstanding the language of such certification or verification, it shall not create any obligation or liability contrary to or inconsistent with the Scope of Services as set forth above.

TERMINATION OF SERVICES: Either Client or Engineer may terminate this Agreement at any time with or without cause upon giving the other party seven (7) calendar days prior written notice. Client shall within thirty (30) calendar days of termination pay Engineer for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this Agreement.

APPLICABLE LAWS: This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

LIMITATION OF LIABILITY: To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents and subconsultants, and any of them, to Client and anyone claiming by, through or under Client, for any and all claims, losses, costs, or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of Engineer or Engineer's officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total compensation received by Engineer under this Agreement, or another amount agreed upon when indicated under Special Conditions or in the

body of the proposal letter.


2020 Structures North Hourly Rate Schedule

Principal PE/ Expert Witness	\$210/hr
Principal PE/ Investigation/ Analysis/ Stabilization/ Restoration (less than 32-hrs) <i>Discounted for 501C3/ Small Non-Profit Organizations</i>	\$200/hr \$170/hr
Principal PE/ Investigation/ Analysis/ Stabilization/ Restoration (32-hrs or more) <i>Discounted for 501C3/ Small Non-Profit Organizations</i>	\$180/hr \$160/hr
Principal PE/ Commercial/ Municipal/ Residential Design	\$150/hr
Wood Grading and Pathology (Non-Principal)	\$140/hr
PE-SER/ Investigation/ Stabilization/ Restoration (less than 32-hrs) <i>Discounted for 501C3/ Non-Profit Organizations</i>	\$140/hr \$130/hr
PE-SER/ Investigation/ Stabilization/ Restoration (32-hrs or more) <i>Discounted for 501C3/ Non-Profit Organizations</i>	\$130/hr \$120/hr
PE-SER/ Commercial Residential Design	\$120/hr
Level 2 EIT Engineer/ Investigation/ Stabilization/ Restoration (less than 32-hrs)	\$130/hr
Level 2 EIT Engineer/ Investigation/ Stabilization/ Restoration (32-hrs or more)	\$120/hr
Level 2 EIT Engineer/ Commercial/ Residential Design (less than 32-hrs)	\$120/hr
Level 2 EIT Engineer/ Commercial/ Residential Design (32-hrs or more)	\$110/hr
Drone Surveyor (plus \$150 LS for use of drone)	\$100/hr
Level 2 CAD Designer	\$90/hr
Intern/ Field Assistant	\$55/hr

- "PE" designates a registered Professional Engineer.
- "EIT" designates an "Engineer in Training" who has passed the Fundamentals in Engineering examination but not yet met the application and exam requirements for Professional Registration.

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

Memo

To: Joseph F. Powers, Interim Town Administrator
Via: Carol Coppola, Finance Director
From: John C. Rendon, Harbormaster 
Date: October 16, 2020
Subject: Dockside 2020 Season

Dockside Seafood Shack LLC completed their second season at Saquatucket Municipal Marina. Despite many challenges and health related concerns associated with the COVID-19 pandemic, Dockside had safe and productive season, and again exceeded, based upon total revenue, the minimum annual lease amount of \$24,000. Due to the pandemic, opening for the season was delayed by 2 weeks, and breakfast service was cancelled due to staff shortages and lack of customers resulting from reduced trip schedules and reduced passenger levels of the ferry and other large passenger boats. Also, the limited occupancy of the Artisan Sheds due to COVID resulted in reduced pedestrian volume which had an impact on Dockside. Yet, Dockside's total sales for the 2020 season totaled \$459,749, off by only \$15,006 from the 2019 season. In accordance with the lease agreement, 7% of gross sales (less paid credit card fees) totaled \$31,267; therefore in addition to the \$24,000 minimum payment, a final payment of \$7,267 was paid to the town. All monthly and season ending revenue reports have been received from the owner of Dockside Seafood Shack LLC, and have been submitted to the Finance Director for review and verification.

As you may be aware, early voting for the Commonwealth is scheduled to commence this Saturday, October 17th at Town Hall and continue daily until the close of business Friday, October 30th.

This activity will likely cause our Town Hall to have more foot traffic than usual. Given my obligation to support this Federal exercise of early voting, I have been in consultation with the Town Clerk and Health Director to devise a plan to address the safety standards that we are held to by the Department of Public Health. These standards require that we do not exceed a certain occupancy number inside the building, utilize social distancing and one way directional foot traffic, as well as facial coverings and hand sanitizer.

The plan we have in place will allow each staff member to remain at their own workstation during the voting days, as workstations have been reconfigured already to allow for compliance with these safety standards.

The public will be allowed in by a volunteer who will ensure that no more than 12 members of the public and 4 volunteers will be inside the building at any one time. This plan has not changed from our original re-opening plan that was rolled out in July with the exception of the voting element.

At this time, I ask that everyone be mindful of the following and share this information with your staff as soon as practicable:

- All staff should utilize the entrance/exit to the building that is located across from the Albro House. This serves two purposes: to allow the volunteer at the parking lot entrance to focus on keeping track of non-staff members entering the building and to reduce interactions with the public that may be waiting to enter the building from the parking lot;
- Staff that is not housed inside Town Hall should limit their time here to essential needs only;
- Departments within Town Hall may continue to offer appointments to the public during this time, however, in an attempt to allow as many voters into the building as possible, please try to limit in-person appointments to those that cannot wait until November 4th;
- If in-person appointments are necessary, those visitors should continue to use the rear parking lot entrance so they can be counted toward the maximum occupancy. These visitors may be required to wait a few minutes until someone leaves the building; and
- Staff within Town Hall should continue to utilize email and the phone to communicate with other departments instead of doing business in person. When possible, scan and email documents to avoid time in the hallway where the public may be.

By limiting the number of people in the building, there should be more than adequate space to feel comfortable leaving your office to use the restroom, breakroom or going to and from the building.

As always, I will consult with Meggan and Anita continuously as we navigate through early voting. We will be constantly evaluating the situation and I will make any and all adjustments should the need arise. Please advise your staff to reach out to you if there is a concern that has not been addressed. In turn, please let me know (copying Danielle) and I will strive to address those concerns as expeditiously as possible.

Thank you for your ongoing and continued partnership during the pandemic and please convey those same sentiments to your staff on my behalf.

Take care and stay well,

Joe

Joseph F. Powers

Interim Town Administrator

Town of Harwich

732 Main Street

Harwich, MA 02645

Office: (508) 430-7513

FY2021 Preliminary Cherry Sheet Estimates
Harwich

PROGRAM	FY2020 Cherry Sheet Estimate	FY2021 Governor's Budget Proposal	FY2021 Governor's Revised Budget Proposal
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Education Receipts:

Chapter 70	0	0	0
School Transportation	0	0	0
Charter Tuition Reimbursement	0	0	0
Smart Growth School Reimbursement	0	0	0

Offset Receipts:

School Choice Receiving Tuition	0	0	0
Sub-Total, All Education Items:	0	0	0

General Government:

Unrestricted Gen Gov't Aid	457,398	470,205	457,398
Local Share of Racing Taxes	0	0	0
Regional Public Libraries	0	0	0
Veterans Benefits	51,892	45,183	45,183
Exemp: VBS and Elderly	99,854	80,321	80,321
State Owned Land	82,030	81,594	81,450

Offset Receipts:

Public Libraries	16,525	16,241	16,241
Sub-Total, All General Government:	707,699	693,544	680,593

Total Estimated Receipts:	707,699	693,544	680,593
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FY2021 Preliminary Cherry Sheet Estimates
Harwich

PROGRAM	FY2020 Cherry Sheet Estimate	FY2021 Governor's Budget Proposal	FY2021 Governor's Revised Budget Proposal
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County Assessments:

County Tax	417,069	463,671	463,671
Suffolk County Retirement	0	0	0
Sub-Total, County Assessments:	417,069	463,671	463,671

State Assessments and Charges:

Retired Employees Health Insurance	0	0	0
Retired Teachers Health Insurance	0	0	0
Mosquito Control Projects	161,603	175,108	175,075
Air Pollution Districts	7,482	7,627	7,627
Metropolitan Area Planning Council	0	0	0
Old Colony Planning Council	0	0	0
RMV Non-Renewal Surcharge	10,360	10,180	10,180
Sub-Total, State Assessments:	179,445	192,915	192,882

Transportation Authorities:

MBTA	0	0	0
Boston Metro. Transit District	0	0	0
Regional Transit	105,353	107,986	107,986
Sub-Total, Transp Authorities:	105,353	107,986	107,986

Annual Charges Against Receipts:

Multi-Year Repayment Program	0	0	0
Special Education	0	0	0
STRAP Repayments	0	0	0
Sub-Total, Annual Charges:	0	0	0

Tuition Assessments:

School Choice Sending Tuition	0	0	0
Charter School Sending Tuition	0	0	0
Sub-Total, Tuition Assessments:	0	0	0

Total All Estimated Charges:	701,867	764,572	764,539
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TOWN OF HARWICH, MASSACHUSETTS
SEWERAGE WORKS IMPROVEMENTS PHASE 2 – CONTRACT #1
ROBERT B. OUR COMPANY
SEWER PROJECT

CONSTRUCTION SCHEDULE – WEEKLY UPDATE

Date Submitted: October 13, 2020

One Week Look Ahead (10/19/20-10/23/20)

- Pump Station Crew # 1
 - Excavate & Install Spence's Trace Wet Well

Two Week Look Ahead (10/26/20-10/30/20)

- Pump Station Crew # 1
 - Continue Working on Spence's Trace Pump Station Site
- Crew #2
 - Various Activities in Preparation for Paving

Three Week Look Ahead (10/26/20-10/30/20)

- Pump Station Crew # 1
 - Continue Working on Spence's Trace Pump Station Site
- Crew #2
 - Various Activities in Preparation for Paving

Please note that this is a projected schedule and will be adjusted accordingly based on the Contractor's actual progress and the weather. On an as needed basis auxiliary crews will be performing testing, installing inverts, raising castings, paving , and performing general cleanup at various locations throughout the project area.



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

September 2020

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 2021	FY 2020
Tax/Water net Collections:	\$620,968.20	\$385,318.89
Departmental turnovers:	\$2,362,003.24	\$2,227,722.99
Total:	\$2,982,971.44	\$2,613,041.88

Disbursements

	FY 2021	FY 2020
Accounts Payable	\$6,616,098.71	\$6,658,815.21
Payroll	\$1,508,335.74	\$1,431,798.17
Total:	\$8,124,434.45	\$8,090,613.38

Respectfully submitted,
Amy Bullock
Treasurer/Collector