

SELECTMEN'S MEETING AGENDA*

Donn B. Griffin Room, Town Hall

732 Main Street, Harwich, MA

Executive Session 6:00 P.M.

Regular Meeting 6:30 P.M.

Monday, April 8, 2019

**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** – Pursuant to M.G.L. c. 30A, § 21(a)(2) to conduct strategy sessions in preparation for negotiations with non-union personnel or to conduct collective bargaining sessions or contract negotiations with non-union personnel – Assistant Town Administrator position
- III. **PLEDGE OF ALLEGIANCE**
- IV. **WEEKLY BRIEFING**
- V. **PUBLIC COMMENTS/ANNOUNCEMENTS**
- VI. **CONSENT AGENDA**
 - A. Minutes:
 - 1. February 19, 2019 Regular Session
 - 2. March 25, 2019 Regular Session
 - B. Vote to authorize the Town Administrator to “opt-in” and sign the Statewide Public Safety Mutual Aid Agreement per the request of the Police Chief
 - C. Vote to authorize the Town Administrator to sign the Mutual Aid Agreement for the Cape and Islands Region per the request of the Police Chief
 - D. Accept the gift of a memorial tree and plaque in honor of Charles W. Koehl
- VII. **PUBLIC HEARINGS/PRESENTATIONS** *(Not earlier than 6:30 P.M.)*
- VIII. **NEW BUSINESS**
 - A. Classification Plan Adjustments – Robert Lawton
 - 1. Recreation Program Specialist II
 - 2. Video and Community Information Specialist
 - 3. Assistant Collector/Treasurer
 - 4. Community Center Customer Service Representative/Weight Room
 - B. Confirmation of the appointment of David Flaherty as Assistant Town Administrator
 - C. Confirmation of the appointment of Griffin Ryder as Town Engineer
 - D. Confirmation of the appointment of Patricia Macura as Executive Assistant to the Town Administrator
 - E. Non-Union Pay Schedule Adjustments:
 - 1. Version 1 – Consistent with the current budget schedule
 - 2. Version 2 – Equity Schedule with Manager’s Union Schedule
- IX. **CONTRACTS**
 - A. Recommendation for Wastewater Project Manager
- X. **OLD BUSINESS**
- XI. **TOWN ADMINISTRATOR’S REPORTS**
 - A. MRSD Five-year Admin Salary and FTE data
 - B. Department Reports
- XII. **SELECTMEN’S REPORT**
- 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:

Sandra Robinson, Admin. Secretary

Posted by: _____
Town Clerk

Date: _____
April 4, 2019

**MINUTES
SELECTMEN'S MEETING
GRIFFIN ROOM, TOWN HALL
MONDAY, FEBRUARY 19, 2019
6:30 P.M.**

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

OTHERS PRESENT: Town Administrator Christopher Clark, Carolyn Carey, Lincoln Hooper, Cyndi Williams, Cindy Eldredge, Leo Cakounes, Dana DeCosta, and others.

WEEKLY BRIEFING

Ms. Carey announced the upcoming Art Week events at the Cultural Center.

PUBLIC COMMENTS/ANNOUNCEMENTS

No one appeared before the Board.

CONSENT AGENDA

- A. Minutes
 - 1. December 17, 2018 – Regular Session
 - 2. January 7, 2019 – Regular Session
 - 3. January 14, 2019 – Regular Session
- B. Approve application by National Multiple Sclerosis Society Greater New England Chapter for *MS Bike Getaway* to be held on June 30, 2019
- C. Accept the resignation of Lorraine Bossi as a member of the Harwich Cultural Council effective immediately

Mr. McManus moved approval of the Consent Agenda and the recommended actions thereon. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

NEW BUSINESS

- A. John Giorgio, K P Law – Pet Burial Ground Eminent Domain Taking – *ramifications*

Mr. Giorgio reviewed his memo to the Town Administrator as follows:

You have asked whether the Town may sell land that was previously taken by eminent domain, and, if it may, what are the specific procedures that would apply. This question has arisen because you have learned that a citizens petition may be filed, asking Town Meeting to authorize the sale of the 2.24-acre parcel of land located at 276 Queen Anne Road (the Property), which is currently under the custody of the Cemetery Commissioners for the purpose of a pet crematory and a pet cemetery.

As I understand the facts, at the 1997 Annual Town Meeting, the Selectmen were authorized to take the Property by eminent domain "for open space and other municipal purposes". Since the

purpose of the taking included "other municipal purposes" (in addition to open space), it is my opinion that the Property was acquired for general municipal purposes and was placed in the custody of the Board of Selectmen pursuant to G.L. c. 40, s 3.

At the 2016 Annual Town Meeting, Town Meeting voted under Article 57, by a two-thirds vote, to dedicate the Property "for cemetery purposes, including, without limitation, for the development of a pet crematory and pet cemetery, with the Cemetery Commissioners having the care, custody, management, and control of said property." In my opinion, this vote changed the purpose for which the Property was held from general municipal purposes to the specific purpose of a pet crematory and pet cemetery and vested the Cemetery Commissioners with custody of the Property.

In my opinion, the Town may sell land that it has previously acquired by eminent domain pursuant to the provisions of G.L. e. 40, s. 15. However, before land that has been dedicated to a specific purpose may be sold, the Town must comply with a two-step process. See G.L. c. 40, s. 15A. (Please note that the procedures in s. 15A plainly apply to land acquired by the Town by eminent domain.) First, the custodial board (here, the Cemetery Commissioners) must declare by a majority vote that the land is no longer needed for the purpose for which the land is held (that is, for the purposes of a pet crematory and a pet cemetery). Second, Town Meeting must, by a two-thirds vote, to change the specific purpose for which the Property is held (pet crematory and pet cemetery) to another specific municipal purpose, that is, for the purpose of sale. In *Harris v. Town of Wayland*, 392 Mas. 237 (1984), the Supreme Judicial Court stated that holding municipal land for the purpose of sale is a specific purpose. The Harris court also found that although Section 15A states that the surplus vote of the custodial board must occur prior to the town meeting vote, the surplus vote could in fact occur after Town Meeting votes to transfer custody of the property.

It is imperative to note, however, that absent special legislation, the Town, acting through its Board of Selectmen, may not dispose of municipal land even with a two-thirds vote of Town Meeting if the custodial board does not declare the that the land is no longer needed for the purpose for which the land is currently held. Moreover, Town Meeting's role under both sections 15 and 15A is limited to authorizing the Board of Selectmen to sell land. Town Meeting does not have the authority to compel the Selectmen to sell the Property. See G.L. c. 40, s. 3, which states that municipal land may be "conveyed by a deed of its selectmen thereto duly authorized," and G.L. c. 40, s. 15, which says that upon authorization by Town Meeting, the Selectmen may convey such land, or part thereof "on such terms as the selectmen shall consider proper."

Finally, I note that the Town is required to comply with the terms of G.L. c. 30B, s. 16 before it can convey any land or interest in land. As you know, Section 16 states that if the land or interest in land to be disposed has a value in excess of \$35,000, the Town must issue a Request for Proposals and convey the property to a proposer who best satisfies the criteria set forth in the RFP. 2 In summary, although the Town may convey land originally acquired by eminent domain, it may only do so if: (1) the Cemetery Commissioners declare that the Property is no longer needed for the purposes of a pet crematory and pet cemetery, (2) Town Meeting votes, by two-thirds vote, to transfer the Property from the Cemetery Commissioners to the Board of Selectmen for the purpose of sale, (3) Town Meeting votes to authorize the Selectmen to sell the Property,

and (4) the Board of Selectmen, in its sole discretion, decides that the sale of the Property is in the best interest of the Town.

Mr. Giorgio took questions and comments from the Board and the public on his opinion memo. The Board also took comments from the public on the project. Ms. Eldredge, Cemetery Commission Chair, stated that the Cemetery Commission will not consider this being surplus property, the pet burial ground will come to life and the pet crematory will not come to life.

- B. Appointment of Attorney William August as Special Counsel for the upcoming Cable License Franchise Renewal – *vote to approve and authorize the Town Administrator to sign*

At Mr. Clark's recommendation, Mr. Howell moved that we appoint Epstein and August LLP as our attorneys in the matter of cable negotiations and approve and authorize Town Administrator to sign. Mr. Ballantine seconded the motion and the motion carried by a unanimous vote.

OLD BUSINESS

- A. Wastewater Project Costs Discussion

At Mr. Clark's recommendation, the Board agreed to have a more comprehensive discussion at a later date.

- B. Round Cove Road Potholes – *discussion*

Mr. MacAskill said he asked for this to be put on the agenda simply to get the Board's authority to instruct the Town Administrator to have DPW fix the potholes on Round Cove Road for our emergency vehicles and citizens. Mr. Howell said he had no problem as long as the remediation is within the footprint of the road and it is just to fill the holes. Mr. Hooper said this is a very minor project and would involve filling the potholes and grading the road so it doesn't reoccur. He said it will not involve widening the road. Mr. McManus moved that we ask the Administrative Officer to direct the Director of Highways and Maintenance to fix the pot holes on a section of Round Cove Road. Mr. MacAskill seconded the motion and the motion carried by a 4-0-1 vote with Mr. Howell abstaining from the vote.

DRAFT WARRANT ARTICLE REVIEW

Mr. McManus moved that we include the customary Articles 1 through 3 (as follows) on the warrant. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

- Town Officers & Committees
- Reports of Town Officers & Committees
- Elected Officials Salaries

Mr. McManus moved that we include the customary Articles 5 through 8 (as follows) subject to further approval of the final amounts. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

- Town Operating Budget
- Monomoy Regional School District Budget
- Cape Cod Regional Technical School District Budget Water Department Budget
- Water Department Budget

The Board agreed to hold on Article 4 (as follows). Mr. MacAskill noted the need for a public hearing on this article.

- Accept Provisions of M.G.L. Ch. 64G, §3A – Local Excise Tax

Mr. McManus moved to include Article 9 (as follows) in the warrant. Mr. Howell seconded the motion. Mr. MacAskill suggested the motion include final number to be determined and Mr. Ballantine said either the article or motion should include what the money is going to be used for. Mr. Clark said they could include an explanation in the warrant and Mr. McManus included that there be an explanation in the motion. The motion carried by a 4-0-1 vote with Mr. MacAskill abstaining from the vote.

- Wastewater/Sewer Budget

Mr. Ballantine moved we include Article 10 (as follows). Mr. MacAskill seconded the motion and the motion carried by a 4-1-0 vote with Mr. Howell in opposition.

- Adopt the Capital Plan

Mr. Ballantine moved to include Article 11 (as follows). Mr. Howell seconded the motion and the motion carried by a unanimous vote.

- Lease Purchase Agreements

Mr. MacAskill moved to include Article 12 (as follows) in the warrant. Mr. Ballantine seconded the motion and the motion carried by a 4-1-0 vote with Mr. Howell in opposition. Mr. Howell noted that the term “capital items” is a misnomer in this article.

- Capital Items Funded From Free Cash

Mr. Howell moved to include in the warrant Article 13 (as follows). Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

- Facility Maintenance and Repair Fund

Mr. MacAskill moved that we include Article 14 (as follows). Mr. McManus seconded the motion and the motion carried by a unanimous vote.

- Fund the Snow and Ice Deficit for FY18

Mr. McManus moved inclusion of Article 15 (as follows). Mr. Howell seconded the motion and the motion carried by a unanimous vote.

- Fund Shortfalls in Budget Transfers for FY18

Mr. MacAskill moved that Article 16 (as follows) be included in the warrant. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

- Purchase/Replace Mini Excavator for Water Department

Mr. McManus moved to include Article 17 (as follows). Mr. Howell seconded the motion and the motion carried by a unanimous vote.

- Replacement of Section of water Main Entering Tank

Mr. Ballantine moved we include Articles 18 and 19 (as follows). Mr. Howell seconded the motion and the motion carried by a unanimous vote.

- Replace the T1 Main Facility Generator
- Purchase a 2019 Ford F-550 Truck for the Water Department

Mr. Ballantine moved that we include Article 20 (as follows). Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

- Phase II Wastewater Utility Easements

Mr. MacAskill moved to include Article 21 (as follows). Mr. Ballantine seconded the motion and the motion carried by a unanimous vote.

- Purchase and Equip Vehicles for the DPW

Mr. McManus moved that we include Article 22 Reconstruction of Lower County Road. Mr. Ballantine said he would like to hold this article. Mr. Howell said he is not comfortable supporting this and Mr. MacAskill said he isn't comfortable having it on the warrant. Mr. MacAskill said we should look for other money for this project. Mr. Hooper commented that the road is in dire need and he discussed funding for the project and said the actual construction will probably come in around \$4,000,000. He said in his opinion it is the number one project for the Town and asked that it be put before the voters. Mr. Clark said if we wait the cost could go higher. There was extensive discussion about the proposed project and its costs. The motion was not seconded and the Board agreed to hold this article.

- Reconstruction of Lower County Road

Mr. McManus moved to include Article 23 in the warrant (as follows). Mr. Ballantine seconded the motion and the motion carried by a 4-1-0 vote with Mr. MacAskill in opposition.

- Purchase of Mobile Lift System

Mr. McManus moved we include Article 24 (as follows). Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

- Road Maintenance Program

Mr. MacAskill moved to include Articles 25 through 28 zoning articles (as follows). Mr. Ballantine seconded the motion and the motion carried by a unanimous vote.

- Single-family dwelling with accessory apartment
- Freestanding Portable signs
- Retaining walls for septic systems
- Special provisions for lifting existing structure to new and appropriate elevations

Mr. Howell moved to include Article 29 (as follows). Mr. McManus seconded the motion and the motion carried by a unanimous vote.

- Provide funding for an Update of the Town's Local Comprehensive Plan

Mr. Ballantine moved to include Article 30 (as follows). Mr. Howell seconded the motion and the motion carried by a unanimous vote.

- Fund Library Technology

Mr. Ballantine moved to include Article 31 and Article 32 (as follows). Mr. Howell seconded the motion and the motion carried by a unanimous vote.

- Landscape Reclamation at Cranberry Valley Golf Course
- Bunker Renovation at Cranberry Valley Golf Course

Mr. Ballantine moved to include Article 33 (as follows). Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

- Amendments to Cemetery Rules and Regulations

Mr. MacAskill moved to include Article 34 (as follows). Mr. Ballantine seconded the motion and the motion carried by a unanimous vote.

- Cemetery Arboretum Project – Mapping and Software

The Board agreed to hold the following Articles 35 and 36:

- Solar Photovoltaic Energy Systems
- Amendment to the Agreement Between the Towns of Chatham and Harwich for the formation of a Regional School District

Mr. MacAskill moved that Article 37 (as follows) be included in the warrant. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

- Charter Amendment - Change from Water Commission to Water/Wastewater Commission

The Board agreed to hold Articles 38 and 39 (as follows):

- Proposed Amendments to Harwich Home Rule Charter: Capital Outlay Plan
- Proposed Amendments to Ex-Officio Members – clarify terms of office (Bylaw/Charter Review Committee)

Mr. MacAskill moved to include Articles 40 through 47 (as follows) in the warrant. Mr. McManus seconded the motion and the motion carried by a unanimous vote.

- Appropriate Sums of Money From The FY 20 Estimated Annual Revenues of The Community Preservation Act Fund
- Fund Land Bank Debt Service
- Community Preservation Activities Under \$50,000
- Brooks Academy Museum
- Harwich Affordable Housing Trust
- Sand Pond Restroom Project
- Whitehouse Field Improvement Project
- Red River Beach Shoreline Stabilization Project

Mr. MacAskill moved to include Article 60 in the warrant (as follows). Mr. McManus seconded the motion and the motion carried by a 4-1-0 vote with Mr. Howell in opposition.

- Complete Construction of the Pet Burial Grounds

Mr. MacAskill moved to include Article 61 (as follows). Mr. Howell seconded the motion and the motion carried by a unanimous vote.

- Approve Easement for Verizon and Eversource Energy at 1464 Orleans-Harwich Road (Rte. 39) for Fire Station 2

The Board agreed to bring back Article 62 (as follows):

- Affordable Housing Trust Fund

Mr. MacAskill moved to include Article 63 (as follows). Mr. Ballantine seconded the motion and the motion carried by a 4-1-0 vote with Mr. Howell in opposition.

- Establish Annual Revolving Fund for the Pet Burial Ground

Mr. MacAskill moved to include Article 64 (as follows). Mr. Ballantine seconded the motion and the motion carried by a unanimous vote.

- Amend the Code of the Town of Harwich General By-Laws – Chapter 8 Departmental Revolving Funds §8-1. Funds Established

Mr. MacAskill moved to include Article 65 (as follows). Mr. Ballantine seconded the motion and the motion carried by a unanimous vote.

- Rescind the Establishment of the Capital Infrastructure Revitalization Fund at Cranberry Valley Golf Course

Mr. MacAskill moved to include Article 66 (as follows). Mr. McManus seconded the motion and the motion carried by a unanimous vote.

- Rescind the Authorization for the Golf Restaurant Lease 53D Revolving Account and Transfer the Balance into the Pro Shop Revolving Account

The Board agreed to hold Article 67 (as follows):

- Departmental Revolving Funds Authorization

Mr. MacAskill moved to include Article 68 (as follows). Mr. Howell seconded the motion and the motion carried by a unanimous vote.

- Stabilization Fund

Mr. MacAskill moved to include Article 69 (as follows). Mr. Howell seconded the motion and the motion carried by a unanimous vote.

- OPEB Trust Fund

Mr. MacAskill moved to include Article 70 (as follows). Mr. Howell seconded the motion and the motion carried by a unanimous vote.

- Fund Prior Year's Unpaid Bills

Mr. MacAskill moved to include Article 71 (as follows). Mr. Howell seconded the motion and the motion carried by a unanimous vote.

- Herring Fisheries

TOWN ADMINISTRATOR'S REPORT

A. CDM Smith – Comprehensive Wastewater Management Plan cost update

This item was not addressed.

B. Departmental Reports

This item was not addressed.

ADJOURNMENT

Mr. MacAskill moved to adjourn at 8:53 p.m. Mr. McManus seconded the motion and the motion carried by a unanimous vote.

Respectfully submitted,

Ann Steidel
Recording Secretary

**MINUTES
SELECTMEN'S MEETING
GRIFFIN ROOM, TOWN HALL
MONDAY, MARCH 25, 2019
6:30 P.M.**

SELECTMEN PRESENT: Ballantine, Howell, Kavanagh, McManus

OTHERS PRESENT: Town Administrator Christopher Clark, Superintendent Carpenter, Katie Isernio, John Rendon, Jack Brown, and others.

WEEKLY BRIEFING

No one appeared before the Board.

PUBLIC COMMENTS/ANNOUNCEMENTS

No one appeared before the Board.

CONSENT AGENDA

- A. Minutes:
 - 1. February 25, 2019 Regular Session
 - 2. March 4, 2019 Regular Session
- B. Approve the recommendation of the Town Administrator relative to a Public Hearing for a Dangerous Dog held on Wednesday, March 13, 2019
- C. Approve the request of money from the Cable Fund in the amount of \$7,170 for the for the purchase of hearing room furniture to be placed in a newly designated hearing room space at the Harwich Community Center formerly the Channel 18 Studio

Mr. McManus moved approval of Items A and C. Mr. Howell seconded the motion and the motion carried by a unanimous vote. Mr. McManus moved approval of Item B. Mr. Ballantine seconded the motion. Mr. Clark took questions from Mr. Howell on this item. The motion carried by a 3-0-1 vote with Mr. Howell abstaining from the vote.

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

- A. Monomoy Regional School District
 - 1. Budget / reductions
 - 2. Breakdown of Administrative Staff

Superintendent Carpenter and Ms. Isernio provided a Power Point presentation and reported on these items and took questions and comments from the Board. They discussed the areas where the budget was trimmed by \$150,000. With regard to Item 2, they provided a comparative look compared to other school districts. Superintendent Carpenter reported that there is a 2.6% increase in budget and 4.04% increase in assessment.

NEW BUSINESS

A. Request to increase the Recreation Department spending cap for the current fiscal year

Ms. Coppola noted that the Board can increase the cap. At Mr. Beebe's request, Mr. Ballantine moved to increase the cap from \$125,000 to \$175,000 for the remainder of this fiscal year for the Recreation Department. Mr. McManus seconded the motion. The motion carried by a unanimous vote.

CONTRACTS

A. Saquatucket Marina Snack Shack Contract

Mr. Clark outlined the bid process and took questions from the Board. Mr. Howell suggested that they should have had a pre-bid conference. They discussed control of the liquor serving area and Mr. Rendon said there needs to be clear signage. Mr. Griffiths said he will be at the location at least 45-50 hours per week as his brother-in-law manages his other location. Mr. Ballantine moved to approve the lease with Dockside Seafood Shack LLC and authorize the Town Administrator to sign. Mr. McManus seconded the motion and the motion carried by a 3-1-0 vote with Mr. Howell in opposition noting that he had too many concerns.

OLD BUSINESS

A. Sewer Pump Follow-up

Mr. Pelletier said he gathered information from other towns on this subject and most of the operators worked in systems that had multiple types of pumps but he focused on the submersible stations and suction lift. He said the overall opinion he got from all of the operators was that submersible stations were good. He noted that each department had varying methods of maintaining their systems. He said the preference was to build the system with suction lift with pros being a cleaner environment and quicker repair but they are louder than a submersible pump. He noted that they were less likely to have a repair call for suction lift pumps. He stressed that a lot of them were perfectly fine with their submersible stations. Mr. Clark said consideration must be given to what the operator recommends and in this case he has indicated that suction lift might be better but we have to look at what footprint this is going to be in the neighborhood. The Board discussed Mr. Pelletier's findings. Mr. Howell said he looks to the people who are going to operate this. Mr. Clark indicated that he needs to take into account CDM Smith's expertise in this area. Mr. Pelletier said we should put in one of each in Phase 2 and this is a good opportunity to explore both options and then do what's best for Phase 3. Mr. Clark said they have to be careful what it looks like in the neighborhood and Mr. Ballantine agreed and said he was comfortable with this. There was discussion about the suction lift being substantially larger than the submersible. Mr. Clark noted that we are still waiting for approval on the design plan from the regulators. He said he would recommend making one of the four locations a suction lift. There was no vote on this item but there was consensus that this was the plan moving forward.

B. D/H/Y Agreement revised language – *vote to approve*

Mr. Howell urged the Board to support this. Mr. Ballantine said it is critical to move the process forward. Mr. McManus moved that we approve the additional text to the DHY agreement as presented in our agenda packet tonight. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

C. Budget Reductions / Tax Impact on Revised Comprehensive Wastewater Management Plan – Carol Coppola

Ms. Coppola provided a Power Point presentation on the above item and took questions and comments from the Board. Mr. Ballantine moved to accept the proposed budget amendments in tonight's packet. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

WARRANT ARTICLES – REVIEW RECOMMENDATIONS

A. Finance Committee Recommendations

Mr. Clark noted that this item is informational only.

B. Budget Articles (1-37)

Mr. McManus moved to support the currently amended Town Operating Budget. Mr. Ballantine seconded the motion and the motion carried by a unanimous vote.

Mr. McManus moved to support the proposed Monomoy Regional School District budget as amended. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

Mr. McManus moved to support the Cape Cod Regional Technical School budget as proposed. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

Mr. McManus moved to support Article 7, the Water Department budget, as proposed. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

Mr. McManus moved to support the Wastewater/Sewer budget as proposed. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

Mr. McManus moved to support adoption of the Capital Plan as proposed. Mr. Ballantine seconded the motion. Mr. Howell indicated that he would be voting against this as the pet burial ground is in the Capital Plan. The motion carried by a 3-1-0 vote with Mr. Howell in opposition.

Mr. McManus moved to support Article 10 Approval of the Lease/Purchase Agreements. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

Mr. McManus moved to support approval of Articles 11 through 14 – Capital Items Funded from Free Cash, Facility Maintenance Repair Fund, Fund the Snow & Ice Deficit, and Fund Shortfalls in Budget Transfers for FY19. Mr. Ballantine seconded the motion and the motion carried by a unanimous vote.

Mr. McManus moved to support approval of Article 15 – Purchase/Replace Mini Excavator for Water Department, Article 16 – Pleasant Lake Avenue Replacement of Section of Water Main Entering Tank, Article 17 – Replace the T1 Main Facility Generator and Article 18 – Purchase a 2019 Ford F550 Truck for the Water Department. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

Mr. McManus moved to support approval of Article 19 – Purchase and Equip Vehicles for DPW, Article 20 – Reconstruction of Lower County Road, Article 21 – Purchase of Mobile Lift System and Article 22 – Road Maintenance Program. Mr. Howell asked to remove Article 20 from the motion and Mr. McManus amended his motion as such. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

Mr. McManus moved to support adoption of Article 20 – Reconstruction of Lower County Road. Mr. Ballantine said he would prefer to wait until Mr. Hooper comes in to discuss priorities. The Board agreed to bring this item back.

Mr. McManus moved to approve support of Article 23 – Single Family Dwelling with Accessory Apartment, Article 24 - Freestanding Portable signs, Article 25 - Retaining walls for septic systems, Article 26 - Special Provisions for Lifting Existing Structure to New and Appropriate Elevations, and Article 27 - Provide funding for an Update of the Town's Local Comprehensive Plan. Mr. Ballantine seconded the motion. Mr. Clark noted that the Planning Board had favorable votes on all. The Board said they would like to see the Planning Board recommendation on Article 26 and Mr. Clark said he would get a copy of the report. Mr. McManus withdrew his motion. He then moved to approve Article 23 – Single Family Dwelling with Accessory Apartment, Article 24 - Freestanding Portable signs, Article 25 - Retaining walls for septic systems, and Article 27 - Provide funding for an Update of the Town's Local Comprehensive Plan and recommend that they be adopted. Mr. Ballantine seconded the motion and the motion carried by a 3-0-1 vote with Mr. Howell abstaining from the vote. Mr. Howell said he is waiting for the report. Mr. McManus moved to refer Articles 23 through 27 to the Charter and By-Law Review Committee. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

Mr. McManus moved to recommend adoption of Article 28 Fund Library Technology. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

Mr. McManus moved to recommend adoption of Article 29 Landscape Reclamation at Cranberry Valley Golf Course and Article 30 Bunker Renovation at Cranberry Valley Golf Course. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

Mr. McManus moved to take a position supporting Article 32 Cemetery Arboretum Project Mapping and Software. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

C. Article 31 - Cemetery Rules and Regulations

Mr. McManus moved to adopt Article 31 Amendments to Cemetery Rules and Regulations. Mr. DeCosta said the Finance Committee will be recommending more changes. Mr. McManus

withdrew his motion and moved to take no action as we are waiting further information. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

D. Article 61 – Affordable Housing Trust

The Board heard a presentation from Ms. Aldana and Ms. Deegan of Community Development Partnership on this article and Mr. Clark provided an overview of the parcels. Mr. Howell moved to support the article. Mr. Ballantine seconded the motion and the motion carried by a 3-0-1 vote with Mr. McManus abstaining from the vote.

E. Article 66 - Stabilization

Mr. Ballantine moved to support Article 66 Stabilization. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

F. Article 67 - OPEB (Other Post Employment Benefits)

Mr. Ballantine moved to support Article 67 OPEB Trust Fund. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

G. Article 68 - Fund Prior Year's Unpaid Bills

Mr. Ballantine moved to support Article 68 Fund Prior Year's Unpaid Bills. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

H. Article 69 - Herring Fisheries

Mr. Ballantine moved to support Article 69 Herring Fisheries. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

TOWN ADMINISTRATOR'S REPORTS

A. Safe Routes to School Infrastructure Project Finding Program

Mr. Clark said he would be bringing forward a formal letter of support.

B. \$50,000 D/H/Y Grant

Mr. Clark said the state is seeking the application which he believed to be already sent in. He said he is looking into it.

C. \$521,925 OPEB reimbursement for Insurance Expenses

Mr. Clark said as part of Cape Cod Municipal Group we are receiving this reimbursement which will be going to the OPEB Trust but it does need Town Meeting vote.

D. Preliminary Impact on Plastic Bottle Ban

Mr. Clark said he has asked the department heads to look at this and the Fire Department has indicated that it is critical to serve bottled water for Emergency Management purposes. He added that Link Hooper was concerned that this may include other beverages and they do prepare meals during snow removal using plastic bottles.

E. Departmental Reports

There was no discussion on this item.

ADJOURNMENT

Mr. Ballantine moved to adjourn at 8:48 p.m. Mr. McManus seconded the motion and the motion carried by a unanimous vote.

Respectfully submitted,

Ann Steidel
Recording Secretary



HARWICHPolice

DEPARTMENT

183 Sisson Road, Harwich, MA 02645

Tel 508-430-7541 Fax 508-432-2530



DAVID J. GUILLEMETTE
Chief of Police

THOMAS A. GAGNON
Deputy Chief

Memorandum

TO: Board of Selectmen

Christopher Clark
Town Administrator

FROM: David J. Guillemette
Chief of Police

A handwritten signature in blue ink, appearing to read "D. Guillemette", written over the printed name of the Chief of Police.

DATE: April 1, 2019

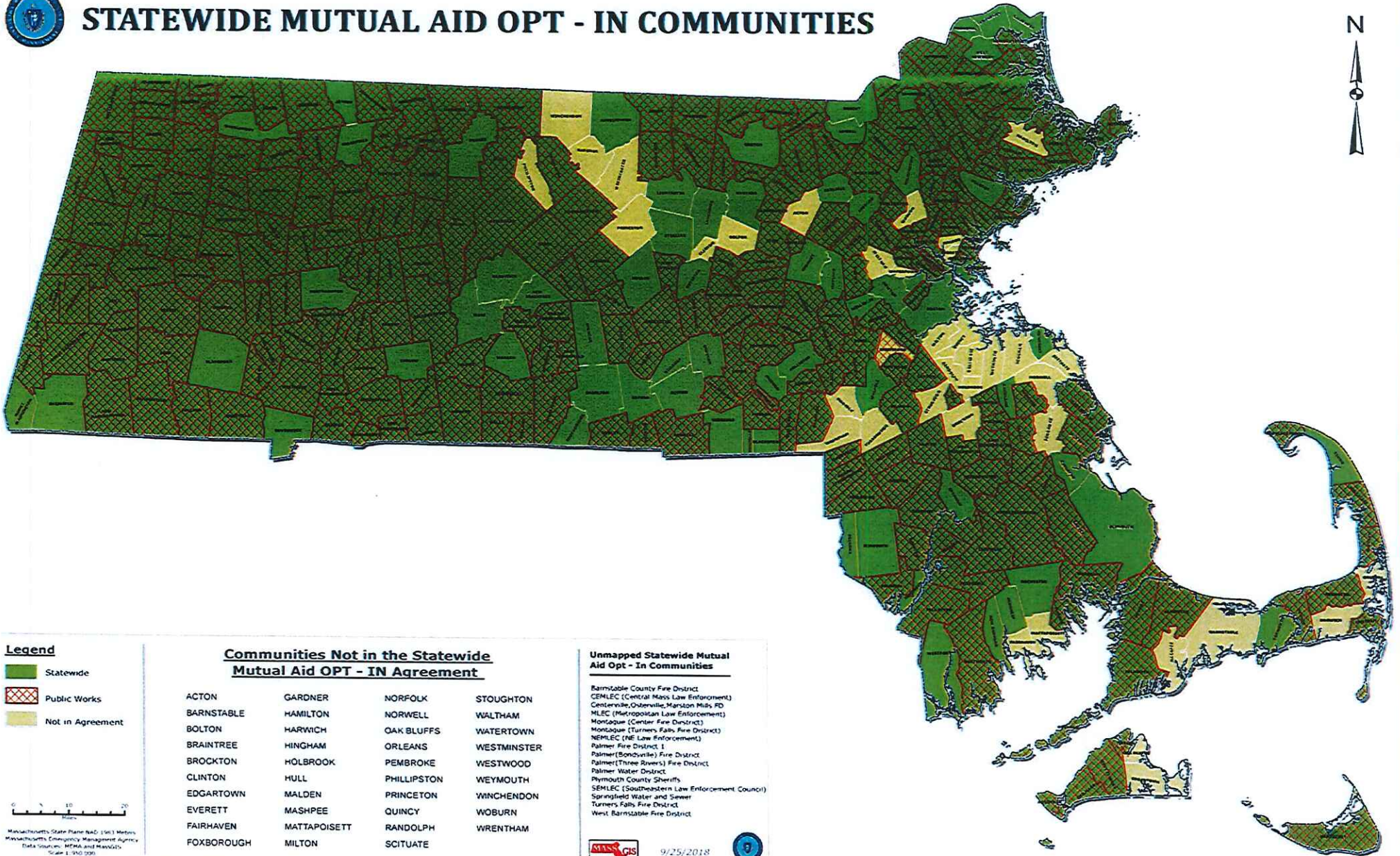
SUBJECT: **Statewide Public Safety Mutual Aid Agreement Opt In**

Mr. Clark and members of the Board. Attached you will find a copy of Chapter 40 section 4J of the Mass General Law that establishes a statewide public safety mutual aid agreement. Communities that wish to be a part of this agreement must submit a mutual aid "Opt-In" form signed by a duly authorized signatory. I would respectfully request that you authorize the Town Administrator to sign the opt-in form for this agreement on behalf of the Town of Harwich. As the attached map indicates, we are one of only a handful of communities who have not opted in at this point.

This statewide agreement would allow our officers to respond to any other community in the commonwealth to assist with a public safety incident and would also give our community an ability to request and receive mutual aid from all other signatory communities in the commonwealth. I will be available at the meeting should you have any questions on this matter.



STATEWIDE MUTUAL AID OPT - IN COMMUNITIES



Legend

- Statewide
- Public Works
- Not in Agreement

Communities Not in the Statewide Mutual Aid OPT - IN Agreement

ACTON	GARDNER	NORFOLK	STOUGHTON
BARNSTABLE	HAMILTON	NORWELL	WALTHAM
BOLTON	HARWICH	OAK BLUFFS	WATERTOWN
BRAINTREE	HINGHAM	ORLEANS	WESTMINSTER
BROCKTON	HOLBROOK	PEMBROKE	WESTWOOD
CLINTON	HULL	PHILLIPSTON	WEYMOUTH
EDGARTOWN	MALDEN	PRINCETON	WINCHENDON
EVERETT	MASHPEE	QUINCY	WOBURN
FAIRHAVEN	MATTAPOISETT	RANDOLPH	WRENTHAM
FOXBOROUGH	MILTON	SCITUATE	

Unmapped Statewide Mutual Aid Opt - In Communities

Barnstable County Fire District
 CEMLEC (Central Mass Law Enforcement)
 Centerville, Oxbowville, Marston Mills FD
 MLEC (Metropolitan Law Enforcement)
 Montague (Center Fire District)
 Montague (Turners Falls Fire District)
 NEMLEC (NE Law Enforcement)
 Palmer Fire District 1
 Palmer (Bonnyville) Fire District
 Palmer (Three Rivers) Fire District
 Palmer Water District
 Plymouth County Sheriff's
 SEMLEC (Southeastern Law Enforcement Council)
 Springfield Water and Sewer
 Turners Falls Fire District
 West Barnstable Fire District

Massachusetts State Plane NAD 1983 Metric
 Massachusetts Emergency Management Agency
 Data Source: MEMA and MassGIS
 Scale: 1:950,000



9/25/2018



**ATTACHMENT C
MUTUAL AID "OPT-IN" FORM**

CITY/TOWN/DISTRICT OF _____

I hereby certify by my signature(s) below that the city/town/district or other governmental unit has authorized, in accordance with each of the applicable statutes, its participation in each of the mutual aid agreements indicated below (each individual section below must be completed for each agreement authorized).

MGL c. 40, §4J – Statewide Public Safety Mutual Aid Agreement

Signature _____ Date of Vote/Execution _____

Title _____

MGL c. 40, §4K – Statewide Public Works Municipal Mutual Aid Agreement

Signature _____ Date of Vote/Execution _____

Title _____

Once each applicable section of this form is completed please return the form to:

Massachusetts Emergency Management Agency
400 Worcester Road
Framingham, MA 01702-5399
Attn: Allen Phillips

Part I ADMINISTRATION OF THE GOVERNMENT

Title VII CITIES, TOWNS AND DISTRICTS

Chapter 40 POWERS AND DUTIES OF CITIES AND TOWNS

Section 4J PUBLIC SAFETY MUTUAL AID AGREEMENT;
PROCEDURE FOR JOINING AGREEMENT; REQUESTS TO
RECEIVE ASSISTANCE; RIGHTS AND RESPONSIBILITIES
OF REQUESTING AND SENDING PARTIES

Section 4J. (a) As used in this section, the following words shall have the following meanings unless the context clearly requires otherwise:

"Agency", the Massachusetts emergency management agency.

"Agreement", the statewide public safety mutual aid agreement established in subsection (b).

"Authorized representative", in the case of a city or town, the mayor, city manager, town manager, town administrator, executive secretary, police chief or on-duty shift commander of the police department, fire chief or on-duty shift commander of the fire department, health director or chairperson of the board of

health and the emergency management director and, in the case of a governmental unit that is not a city or town, the chief executive officer or his designee.

"Employee", a person employed full-time or part-time by a governmental unit, a volunteer officially operating under a governmental unit, or a person contractually providing services to a governmental unit.

"Governmental unit", a city, town, county, regional transit authority established under chapter 161B, water or sewer commission or district established under chapter 40N or by special law, fire district, regional health district established under chapter 111, a regional school district or a law enforcement council.

"Incident command system", the standardized national incident management system that establishes an on-scene management system of procedures for controlling personnel, facilities, equipment and communications from different agencies at the scene of an emergency or other event for which mutual aid assistance is provided.

"Law enforcement council", a nonprofit corporation comprised of municipal police chiefs and other law enforcement agencies established to provide: (i) mutual aid to its members pursuant to mutual aid agreements; (ii) mutual aid or requisitions for aid to non-members consistent with section 8G of this chapter or section 99 of chapter 41; and (iii) enhanced public safety by otherwise sharing resources and personnel.

"Mutual aid assistance", the cross-jurisdictional provision of emergency services, materials or facilities from 1 party to another when existing resources are, or may be, inadequate.

"Party", a governmental unit that has joined the agreement.

"Public safety incident", an event, emergency or natural or man-made disaster, that threatens or causes harm to public health, safety or welfare and that exceeds, or reasonably may be expected to exceed, the response or recovery capabilities of a governmental unit including, but not limited to, a technological hazard, planned event, civil unrest, health-related event and an emergency, act of terrorism and training and exercise that tests and simulates the ability to manage, respond to or recover from any such event.

"Requesting party", a party that requests aid or assistance from another party pursuant to the agreement.

"Sending party", a party that renders aid or assistance to another party under the agreement.

(b) There shall be a statewide public safety mutual aid agreement to create a framework for the provision of mutual aid assistance among the parties to the agreement in the case of a public safety incident. The assistance to be provided under the agreement shall include, but not be limited to, fire service, law enforcement, emergency medical services, transportation, communications, public works, engineering, building inspection, planning and information assistance, resource support, public health, health and medical services, search and rescue assistance and any other

resource, equipment or personnel that a party to the agreement may request or provide in anticipation of, or in response to, a public safety incident.

(c)(1) If a city or town wishes to join the agreement, the mayor in the case of a city, the city manager in the case of a Plan D or Plan E city, or the town manager, town administrator or chairman of the board of selectmen with the approval of the board of selectmen, may act on behalf of the city or town to join the agreement by notifying the director of the agency in writing. The municipality shall be a party to the agreement 30 days after receipt by the agency of the written notification.

A city or town that has joined the agreement may opt out of the agreement in the same manner as provided for joining the agreement and by notifying the agency in writing of its intention to opt out. The removal of the municipality from the agreement shall take effect 10 days after receipt by the agency of the written notification.

(2) If a governmental unit that is not a city or town wishes to join the agreement, the chief executive officer of the governmental unit may act on its behalf to join the agreement by notifying the director of the agency in writing. The governmental unit shall be a party to the agreement 30 days after receipt by the agency of the written notification.

If a governmental unit that is not a city or town has joined the agreement but wishes to opt out of the agreement, the chief executive officer of the governmental unit may act on its behalf to opt out of the agreement by notifying the agency in writing. The removal of the municipality from the agreement shall take effect 10 days after receipt by the agency of the written notification.

(d)(1) A request by a party to receive mutual aid assistance under the agreement shall be made, either orally or in writing, by an authorized representative of the requesting party and shall be communicated to an authorized representative of the sending party or to the agency; provided, however, that if the request is communicated orally, the requesting party shall reduce the request to writing and deliver it to the sending party or to the agency at the earliest possible date, but not later than 72 hours after making the oral request. A party to the agreement may request mutual aid assistance during, in anticipation of or as a result of a public safety incident.

(2) An oral or written request for mutual aid assistance under the agreement shall include the following information:

- (i) a description of the public safety incident;
- (ii) the nature, type and amount of personnel, equipment, materials, supplies or other resources being requested;
- (iii) the manner in which the resources shall be used and deployed;
- (iv) a reasonable estimate of the length of time for which the

resources shall be needed;

(v) the location to which the resources shall be deployed; and

(vi) the requesting party's point of contact.

(3) A party that receives a request for mutual aid assistance shall provide and make available, to the extent reasonable and practicable under the circumstances, the resources requested; provided, however, that a sending party may withhold requested resources to the extent necessary to provide reasonable protection and coverage for its own jurisdiction.

(e) The requesting party shall be responsible for the overall operation, assignment and deployment of resources and personnel provided by a sending party consistent with the incident command system. The sending party shall retain direct supervision, command and control of personnel, equipment and resources provided by the sending party unless otherwise agreed to by the requesting party and the sending party. During the course of rendering mutual aid assistance under the agreement, the sending party shall be responsible for the operation of its equipment and for any damage thereto unless the sending party and the requesting party agree otherwise.

(f)(1) All expenses incurred by the sending party in rendering mutual aid assistance pursuant to the agreement shall be paid by the sending party; provided, however, that a requesting party and a

sending party may enter into supplementary agreements for reimbursement of costs associated with providing mutual aid assistance incurred by a sending party.

(2) A sending party shall document its costs of providing mutual aid assistance under the agreement, including direct and indirect payroll and employee benefit costs, travel costs, repair costs and the costs of materials and supplies. A sending party shall also document the use of its equipment and the quantities of materials and supplies used while providing mutual aid assistance under the agreement.

(3) Except as otherwise agreed to by the parties, the requesting party shall seek reimbursement under any applicable federal and state disaster assistance programs for the costs of responding to the public safety incident. The requesting party and each sending party shall receive, based on the documented costs of providing mutual aid assistance, its pro rata share of the disaster assistance reimbursement provided to the requesting party.

(g) While providing mutual aid assistance under the agreement, employees of a sending party shall: (i) be afforded the same powers, duties, rights and privileges as they are afforded in the sending party's geographical jurisdiction or location; and (ii) receive the same salary, including overtime, that they would be entitled to receive if they were operating in their own

governmental unit. In the absence of an agreement to the contrary, the sending party shall be responsible for all such salary expenses, including overtime.

(h)(1) While in transit to, returning from and providing mutual aid assistance under the agreement, employees of a sending party shall have the same rights of defense, immunity and indemnification that they otherwise would have under the law if they were acting within the scope of their employment under the direction of their employer. A sending party shall provide to, and maintain for, each of its employees who provide mutual aid assistance under the agreement the same indemnification, defense, right to immunity, employee benefits, death benefits, workers' compensation or similar protection and insurance coverage that would be provided to those employees if they were performing similar services in the sending party's jurisdiction.

(2) Each party to the agreement shall waive all claims and causes of action against each other party to the agreement that may arise out of their activities while rendering or receiving mutual aid assistance under the agreement, including travel outside of its jurisdiction.

(3) Each requesting party shall defend, indemnify and hold harmless each sending party from all claims by third parties for property damage or personal injury which may arise out of the activities of the sending party or its employees, including travel, while providing mutual aid assistance under the agreement.

(i) This section shall not affect, supersede or invalidate any other statutory or contractual mutual aid or assistance agreements involving parties to the agreement including, but not limited to, those established pursuant to section 4A or 8G. A party may enter into supplementary mutual aid agreements with other parties or jurisdictions.



HARWICH Police

DEPARTMENT

183 Sisson Road, Harwich, MA 02645

Tel 508-430-7541 Fax 508-432-2530

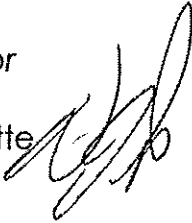


DAVID J. GUILLEMETTE
Chief of Police

THOMAS A. GAGNON
Deputy Chief

Memorandum

TO: Board of Selectmen
Christopher Clark
Town Administrator

FROM: David J. Guillemette 
Chief of Police

DATE: April 1, 2019

SUBJECT: Mutual Aid Agreement for Cape and Islands Region

Mr. Clark and members of the Board. Attached you will find the 2019 Interagency Mutual Aid Agreement for the Cape and Islands region. This most recent agreement combines three previously separate agreements into one document that encompasses all cape communities and Nantucket. The agreement allows sworn police officers from each signatory community to cross into the geographical jurisdiction of any other signatory community to carry out official police business, respond to mutual aid requests or take action to prevent harm to the public or to stop unlawful behavior.

This document has been vetted through the Cape and Islands District Attorney's Office, the Mass Chiefs general counsel and KP Law. All of the cape chiefs are in agreement that this is a much more comprehensive and workable document than the previous agreements and we all look forward to its implementation.

I would therefore respectfully request the Board authorize the Town Administrator to sign the agreement on behalf of the Town of Harwich. I will be available at the meeting should there be any questions concerning this matter.



Massachusetts
2019 Interagency Mutual Aid Agreement
Covering the Cape Cod & Islands Region

The signatory Municipal Police Departments of the Commonwealth of Massachusetts and contiguous communities, all acting through their respective Chiefs of Police and other authorized signatories, referred hereinafter collectively as "the Parties," witness:

WHEREAS, the Parties to this agreement ("Agreement") recognize that, in certain situations the ability of police officers to exercise sworn police powers outside of the territorial limits of the municipality where such officers are regularly employed may be desirable and necessary in order to preserve officer safety and protect the lives, safety, and property of the public of each participating community; and

WHEREAS, Chapter 40, Section 8G, of the Massachusetts General Laws, duly accepted by each of the Parties, authorizes cities and towns that have accepted its provisions to enter into agreements with other cities and towns to provide mutual aid and support; and

WHEREAS, each Party desires to enter into an agreement that sets forth mutually agreeable terms and conditions for the furnishing of law enforcement mutual aid for the exercise of police authority by police officers of each Party within the territorial limits of each other Party;

NOW THEREFORE, the Parties hereto mutually agree as follows:

Section 1.0 Purpose & Authority

This Agreement constitutes an agreement by, between, and among the Parties to establish a strategic working partnership to address certain public safety concerns included in specific sections of this document and further allows for two or more departments to mutually have separate agreements in order to address serious public safety concerns in their communities.

In order to address these serious public safety concerns, the Parties hereby agree to have sworn police officers from each department empowered to operate with full police powers, including the power of arrest, in each signatory community, as authorized under M.G.L. c. 40, § 8G and defined in this agreement. This agreement allows sworn police officers from each signatory community to cross into the geographical jurisdiction of any other signatory community to carry out official police business under the authority of M.G.L. c. 37, § 13; M.G.L. c. 40, § 8G; M.G.L. c. 41, §§ 95, 98, 98A, 99; and similar statutes. Such extraterritorial exercise of police powers is authorized under this Agreement in mutual-aid-requests and self-activation situations as defined herein.

Nothing in this agreement authorizes a member agency to patrol, conduct investigative operations and/or provide police service in another jurisdiction against the express wishes of the Chief of Police of that municipality.

Section 2.0 Definitions

For purposes of this Agreement, the following terms shall be defined as set forth below:

- a. Commanding Officer: A Party's Chief of Police, designee of the Chief of Police, or Police Officer in charge of a shift.
- b. Official Request: A request for police assistance or for the exercise of Police Powers made by one Party of one or more other Parties under the terms of this Agreement.
- c. Party: City, town, or other political subdivision that has executed this Agreement through its Chief of Police and/or other authorized signatory. The Parties are listed in Attachment A, which may be revised from time to time as Parties join and withdraw from this Agreement.¹
- d. Police Officer: Sworn full time municipal police officer regularly employed as such by or in any Party.
- e. Reserve / Special Officer: Sworn part time municipal police officer employed as such by or in any Party. Reserve/Special Officers are only authorized to act in accordance with Section 7.03 of this document (Detail Agreement)
- f. Police Powers: All police powers granted by municipalities to Police Officers regularly employed as such, including but not limited to the power of arrest.
- g. Receiving Party: A Party receiving police assistance or in which one or more Police Officer(s) regularly employed as such by another Party is exercising Police Powers in accordance with this Agreement.
- h. Sending Party: A Party that provides police assistance under the terms of this Agreement or that regularly employs one or more Police Officers who exercise Police Powers within the territorial limits of any other Party under the terms of this Agreement.
- i. Cape Cod Regional Law Enforcement Council Specialty Teams Any specialty team of Police Officers established by the Cape Cod Regional Law Enforcement Council to include but not limited to SWAT, Motorcycle Units and Crash Reconstruction.

¹ Absence of a Party from Attachment A will not vitiate its status as a Party as long as this Agreement has been duly signed by a party's authorized representative on its behalf and it has not withdrawn from this Agreement as provided herein.

- j. Control Chief A Police Officer who has been designated to be in charge of a Specialty Team under the Cape Cod Regional Law Enforcement Council.

Section 3.0 Term of Agreement

It is the intent of the Parties to conduct this partnership on a continuing basis and to hold periodic reviews as the Parties determine and deem necessary to ensure that the partnership is meeting the mutual aid wants and needs of all the Parties hereto. To this end, this Agreement shall be effective as to each Party on the date of signature by that Party, and shall remain in effect as to each signatory unless or until a Party withdraws in accordance with Section 4.0, in which event the Agreement shall nonetheless remain in effect as to the non-withdrawing signatories.

Section 4.0 Withdrawal from Agreement

Any Party may unilaterally withdraw from this Agreement at any time with written notice to all Parties.

Section 5.0 Amendment of Agreement

This Agreement may be amended from time to time only by a specific writing duly executed by all the authorized representatives to the Agreement at the time of amendment.

Section 6.0 Obligations and Responsibilities

6.01 Authority of Officers. The police powers, rights, privileges and immunities of any Police Officers employed by a Party to this Agreement shall extend within the territorial limits of each other Party to this Agreement while such officer remains in good standing in his or her employing agency and operates within the territorial limits of a Receiving Party and engaged in any activity as authorized by this agreement.

An Officer operating within the territorial limits of a signatory department in accordance with this Agreement shall not cause a Police Officer to be considered for any purpose to be an employee of the Receiving Party. All employment rights, compensation, and benefits, including but not limited to the provisions of M.G.L. c. 41, § 111F and/or M.G.L. c. 32 § 94, shall remain the responsibility of the Officer's employing Department (e.g. the Sending Party). Notwithstanding the foregoing, any Party may be reimbursed in accordance with this Agreement and shall be entitled to the liability and indemnification protections as outlined herein.

6.02 Command and Control. When exercising Police Powers pursuant to this Agreement, Police Officers shall report as soon as practically possible to the Commanding Officer of the Receiving Police Department (either in person or by radio or other alternative electronic device), and shall be under the direction and control of said Commanding Officer during the duration of the operation, event or incident in connection with which the Police Officer is exercising Police Powers in the Receiving Party's jurisdiction.

The Commanding Officer of the Sending Party may recall the Police Officers and equipment of the Sending Party at any time at the Commanding Officer's sole discretion.

6.03 Official Request. Any Commanding Officer may request assistance from any other Party for any valid law-enforcement purpose, whether or not said purpose is set forth in this Agreement. To the extent possible and practicable, when appropriate any Official Request shall include all pertinent information such as the nature, location, and expected duration of the event or situation giving rise to the Official Request; the number of Police Officers requested, including specialty requirements; the type of equipment and logistical support needed; the location to which Police Officers should report; and the name of the Commanding Officer to whom Police Officers should report to. This Agreement is not intended to impose any obligation on any Party to respond to any Official Request.

6.04 Self-Activation. A Police Officer who observes or becomes aware of any violation of law within the territorial limits of any Party, may exercise Police Powers within the territorial limits of any Party for the purpose of preventing harm to the public; preventing loss or damage to property; engaging and stopping unlawful behavior; investigating possible criminal violations; increasing the capability of all Parties to protect the lives, safety, and property of people in the area; detaining offenders pending arrival of a Police Officer of the Receiving Party; enforcing or investigating any traffic-related incident or violation, whether or not it was originally observed in their territorial limits; and fresh-and-continued pursuit or exigent circumstances as authorized by law.

6.05 Notification to Receiving Party of Exercise of Police Powers. Whenever Police Powers are exercised by a Police Officer in the jurisdiction of a Receiving Party pursuant to this Agreement, the Commanding Officer of the Receiving Party shall be notified as soon as practically possible by the Police Officer exercising the Police Powers so that a determination can be made for any arrestee to be transported to the appropriate police headquarters to undergo the required administrative booking process in the jurisdiction where the arrest occurred or other appropriate administrative or law enforcement actions may be taken. Such notification is intended to ensure that the Police Officer has properly recorded all of the facts and circumstances of the arrest or other police action, the appropriate biographical data of any involved persons, and the documentation necessary for the effective prosecution of any criminal defendant in a court of proper jurisdiction.

6.06 Powers of Police Officers. The powers of a Police Officer who is engaged in any activity as outlined in Sections 1.0, 6.01 and 7.0, and operating under this Agreement, shall remain in full force and effect for the duration of this Agreement unless any of the following should occur:

- ❖ Separation of service from the employing agency;
- ❖ The Chief of Police or designee of the Sending Party imposes a restriction on the Police Officer's authority to exercise Police Powers in accordance with this Agreement.

6.07 Costs and Expenses. Each Party to this Agreement shall assume and be responsible for paying all of its own personnel costs, including, but not limited to, the salaries, overtime

premiums, insurance, and disability benefits payable to its own Police Officers, and all of its own equipment costs, including, but not limited to, damage to or loss of its own equipment, and use of fuel, ammunition and other expendable supplies; provided, however, that the Receiving Party, if an Official Request has been made, shall reimburse the Sending Party for such payments to the extent there is insurance coverage available to do so and/or any Federal or State grant funds and/or emergency funds (e.g., in the event of a natural disaster) available to do so.

Section 7.0 Inclusions of this Agreement

7.01 Interagency Mutual Aid / Assistance. When a specific request for a planned event is required, a request should be forwarded to the Commanding Officer or his/her designee of the Receiving Party in a timely manner. Unplanned events will be requested by the Commanding Officer, or their designee, of the Receiving Party to the Commanding Officer, or their designee, of the Sending Party.

7.02 Interjurisdictional Traffic Enforcement Agreement. This agreement generally authorizes all police officers of each Party to exercise full police powers in each Party's jurisdiction for the purpose of enforcing all traffic and other laws relating to the operation or use of motor vehicles and recreational vehicles, even in the absence of a specific request for mutual aid, provided such police officer is on duty for his/her employing department at the time.

7.03 Detail Agreement. A Receiving Party may invoke the provisions of this Agreement whenever it determines, in its sole discretion, that it temporarily needs additional Police Officers from another Party to cover paid details. The use of Reserves/Special Police Officers will be at the discretion of the Chief of Police, or designee, of the Receiving Party.

7.04 Cape Cod Regional Law Enforcement Council Specialty Teams Notification

This Agreement authorizes the Control Chief(s) or their designee of the Cape Cod Regional Law Enforcement Council to activate the requested specialty teams and respond to the Receiving Party.

7.05 Travel to, from and while at court houses, medical facilities and corrections

facilities. This agreement authorizes all police officers of each Municipality to exercise full police powers in each other Municipality while travelling to, from and while at the court house, medical facility and the holding facilities provided such police officer is on duty for his/her employing department at the time.

Section 8.0 Liability and Indemnification

The services performed and expenditures made under this Agreement shall be deemed for public and governmental purposes, and all privileges and immunities from liability enjoyed by the local government within its boundaries shall extend to its participation under this Agreement in rendering police mutual aid services outside its boundaries, to the extent the law provides. During the course of rendering mutual aid assistance as provided for by this Agreement, the Sending Party shall be responsible, subject to the limitations of municipal liability, for personal injury or property damage sustained or caused by a

member of its police department, and for any payments which it is required to make to a member of said department or to their widow(er) or other dependents on account of injuries or death.

Each Party to this agreement agrees to defend and hold harmless each other Party, and its agents, servants and employees, from and against all liability, claims and damages for any injury to third parties including but not limited to civil rights violations, personal injuries, including death, and property damage caused by that Party or its officers or employees.

Section 9.0 Insurance

By its signature(s) to this Agreement, each Party represents that it has procured property and casualty insurance, as well as law enforcement liability insurance, covering its own police personnel, and that said insurance(s) are in full force and effect at the time of execution of this Agreement, with a minimum amount of coverage of one million (\$1,000,000) dollars.

Section 10.0 Successors and Assigns

The provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the successors and assigns and the public body or bodies succeeding to the respective interests of the Parties.

Section 11.0 Section Headings

The headings of the Sections set forth herein are for convenience of reference only and are not part of this Agreement and shall be disregarded in constituting or interpreting any of the provisions of this Agreement.

Section 12.0 Execution of Counterparts

This Agreement may be executed in any number of counterparts. All such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

Section 13.0 Stability of Agreement

This Agreement is to be construed in accordance with the laws of the Commonwealth of Massachusetts and the Ordinances/Bylaws of the Parties. This Agreement, along with any referred to Attachment(s), embodies the entire agreement between the Parties hereto, and each Party acknowledges that there are no inducements, promises, terms, conditions or obligations made or entered into other than those contained herein.

This agreement is not intended to substitute for or preclude any other agreements that may now or hereafter be in effect among any of the parties to this agreement.

The provisions of this agreement shall not be construed as imposing an obligation on any Party to respond to a request for mutual aid. The extent of assistance to be furnished under this agreement shall be

determined solely by the Party furnishing the assistance, and it is understood and agreed that the assistance furnished may be recalled at the sole discretion of the Sending Party.

Section 14.0 Invalidity

If any provision of this Agreement is held to be illegal, invalid or unenforceable, the remaining terms and provisions shall not be affected and shall remain in full force and effect.

Section 15.0 Non-Waiver

The failure of any Party to enforce at any time any of the provisions hereof shall not be construed to be a waiver of such provisions or of the right of such party thereafter to enforce any such provisions.

Section 16.0 Legal Advice

The Parties acknowledge that each has had the opportunity to fully discuss and review the terms of the Agreement with an attorney. Each Party further acknowledges that it has carefully read the Agreement, understands its meaning and intent, and freely and voluntarily assents to all of the terms and conditions hereof, and signs the Agreement of his or her own free will.

Section 17.0 Document Maintenance

The original agreement, signature pages, withdrawals, modifications and related record keeping will be maintained by and the responsibility of the Secretary of the Cape & Island Police Chiefs Association.

Section 18.0 Signatories to Massachusetts 2019 Mutual Aid Agreement Covering the Cape & Islands Region

IN WITNESS WHEREOF, the Parties have executed this Massachusetts 2019 Mutual Aid Agreement Covering the Cape & Islands Region and caused it to be effective as to each Party as of the latest date set forth in the signature block for that Party.

The original agreement, signature pages, withdrawals, modifications and related record keeping will be maintained by and the responsibility of the Secretary of the Cape & Island Police Chiefs Association

Town of Harwich

By: _____
Name: David Guillemette Date
Title: Chief of Police
Duly Authorized

By: _____
Name: Christopher Clark Date
Title: Town Administrator
Duly Authorized

Part I ADMINISTRATION OF THE GOVERNMENT**Title VII** CITIES, TOWNS AND DISTRICTS**Chapter 40** POWERS AND DUTIES OF CITIES AND TOWNS**Section 8G** MUTUAL POLICE AID PROGRAMS; AGREEMENTS

Section 8G. A city or town which accepts this section may enter into an agreement with another city or town, or other cities and towns including cities and towns in states contiguous to the commonwealth, to provide mutual aid programs for police departments to increase the capability of such departments to protect the lives, safety, and property of the people in the area designated in the agreement. Said agreement may include the furnishing of personal services, supplies, materials, contractual services, and equipment when the resources normally available to any municipality in the agreement are not sufficient to cope with a situation which requires police action. When providing such mutual aid, police officers shall have all the immunities and powers granted to them in the municipalities that employ them, including, but not limited to, powers of arrest.

While in transit to, returning from, and during a mutual aid response for another city or town, a participating police officer shall maintain the right of indemnification granted by law, or by his home city or town, or both, for all claims arising out of any action within the scope of his employment in accordance with a valid mutual aid agreement. A mutual aid agreement may provide for methods of activation or requesting and responding to mutual aid requests. The agreement may also address issues such as pay and benefits for officers, insurance, indemnification, injury compensation and other operational matters related to police services provided for a mutual aid response. Nothing in this paragraph shall be construed to expand or otherwise modify existing police powers as provided by law or any existing mutual aid agreement or both.



TOWN OF HARWICH

DEPARTMENT OF PUBLIC WORKS


273 Queen Anne Road • P.O. Box 1543 • Harwich, MA 02645

Telephone (508) 430-7555

Fax (508) 430-7598

MEMORANDUM

TO: Board of Selectmen

FROM: Lincoln S. Hooper, Director 

DATE: April 2, 2019

RE: Recommendation to Accept Gift from Dorine Regan

I am writing to recommend that the Board of Selectmen vote to accept a gift of a memorial tree and plaque in honor of Charles W. Koehl, who was killed in a motorcycle accident on May 30, 2018 at the intersection of Depot Road and Factory Road. Dorine Regan, Mr. Koehl's fiancée, would like to donate a 6' – 7' Zelkova Elm Tree and have it planted near the intersection. Ms. Regan has agreed to be responsible for the watering of the tree after it is planted by the DPW. A site visit with Ms. Regan will be arranged to determine a suitable location for the tree to ensure that it won't become a line of site issue.

Thank you for your consideration in this matter

Attachments: Email from Dorine Regan

Link Hooper

From: "Dorine Regan" <capecoddorine@gmail.com>
Date: Monday, April 01, 2019 2:06 PM
To: <lhooper@harwichdpw.com>
Subject: Memorial Tree and Plaque for Charles Koehl
To Whom It May Concern:

I would like to plant a memorial tree in memory of Charles W. Koehl who was killed on May 30th, 2018 in a motorcycle accident at the intersection of Depot Road and Factory Road along with a memorial plaque. He was my fiancee for 18 years.

The procedure was explained to me first, by Mark Holmes, one of your Harwich police officers and then by Lincoln Hooper, your DPW Director. Both have been very supportive and helpful to me since this horrible and tragic accident.

I am more than happy to pay for the tree and plaque. It would be a Zelkova Elm Tree with a 2" - 2.5" caliper about 6 - 7 feet tall.

I understand I would be responsible for watering the tree once it is planted.

Thank you in advance for your attention to this matter. I look forward to hearing from you.

Sincerely,
Dorine Regan
508-737-4607

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039



732 MAIN STREET, HARWICH
02645

Robert C. Lawton, Jr.
Interim Assistant Town Administrator

MEMO

TO: Harwich Board of Selectmen

FROM: Robert C. Lawton, Jr.
Interim Assistant Town Administrator

CC: Chris Clark
Town Administrator

RE: Program Specialist II – Recreation

DATE: February 13, 2019

A review has been completed for Program Specialist II – recreation and the description is attached for your approval.

The review was started as the position and the incumbent have been classified as program specialist in grade 8 for several years. However, the job description for the position needed to be revised to meet current requirements. Eric Beebe, recreation director, developed the description and completed a desk audit to ensure that the essential functions and duties were accurate. HEA has reviewed the description and confirmed the wording and classification.

I would ask for your approval of the job description as all other pieces for this position are already in place and had been approved by the appropriate authority.

RCL

Town of Harwich, Massachusetts

Position Title: Program Specialist II Grade HEA8 40 hours/wk

Department: Recreation

Statement of Duties

Working under the general supervision of the Recreation & Youth Director, incumbent is responsible for planning, designing, organizing and scheduling a continuing program of athletic recreational activities for all ages youth through adult. Incumbent supervises yearly staff of activity coordinators and supervises seasonal staff of waterfront directors, beach supervisors, lifeguards, gate attendants, tennis instructors, playground counselors and parking enforcement officers. Incumbent is responsible for training of staff previously listed to meet required certifications for job description ie. Lifeguard Training, CPR/AED, First Aid etc. Incumbent schedules and conducts interviews for year round and seasonal job openings and makes recommendations to the Recreation Director. Incumbent maintains records of certification on file. Incumbent is also responsible for staff disciplinary measures as well as decision making pertaining to rules and regulation seasonal violations associated with fines and/or penalties.

Essential Functions

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

1. Schedules, arranges and supervises organized athletic and recreational programs for a variety of categories, both in and outdoors.
2. Makes determination as to the number of volunteer/staff workers needed to support a wide variety of activities; recruits volunteers and provides both instructions and instructional materials to guide them in their work and record keeping.
3. Researches the needs of the town and plans programs to furnish services to them, including consultations with parents, town officials and other related officers.
4. Publicizes programs through news media and bulletins; makes contacts with community organizations for support; directs fund-raising efforts; responds to inquiries concerning programs.
5. Procure necessary equipment, material and supplies, sees to it that they are safely stored and accounted for; procures all first aid equipment and any other equipment related to safety measures in the facility and the Town Beaches.
6. Provides counseling to participants in critical situations.
7. Responsible for the physical safety and well being of program participants.
8. Responsible to train seasonal and full-time Recreation Department staff in American Red Cross first • aid, CPR and AED utilization for emergency situations.
9. Trains full time and part time Council on Aging staff, Council on Aging van drivers, Harwich Community Center staff and the general public in American Red Cross CPR/AED and first aid utilization for emergency situations.
10. Provides lifeguard training and re-certification to seasonal lifeguard staff and potential lifeguard staff candidates.
11. Receives payment for activities and records all monies for future bookkeeping and deposits.

Supervision

Incumbent supervises year round activity coordinators and provides work assignments and work direction to a significant number of volunteers; assumes the duties and responsibilities of the Recreation & Youth Director in his/her absence; supervises seasonal staff of lifeguards, gate attendants, playground camp counselors, tennis instructors and parking enforcement officers.

Recommended Minimum Qualifications

Education and Experience

A candidate for this position must have a Bachelor's Degree and (3) three to (5) years of related experience.

Knowledge, Skills and Abilities

A candidate for this position should have:

- Considerable knowledge of the rule and strategies of various sports;
- Considerable knowledge of recreational programs and activities as they apply to the participants;
- Considerable knowledge of the equipment, materials and supplies used in athletic and recreational activities;
- Working knowledge of first aid, CPR and safety precautions related to athletic activities;
- Ability to plan, organize and promote programs;
- Ability to schedule and coordinate a wide variety of programs and to provide leadership and direction to a volunteer staff;
- Ability to work with and direct participants of all ages, both as individual and in groups;
- Considerable knowledge of Town Beach and Park Rules and Regulations and the,
- Ability to enforce Town Beach and Parks Rules and Regulations
- Should possess excellent skills in public relations and the ability to diffuse situations that could occur in a variety of different workplace settings.

Licenses and Certifications

- American Red Cross Lifeguard Training and Instructors Certification
- American Red Cross First Aid, CPR and AED Instructors Certification

Tool and Equipment Used

Equipment operated includes various sports and recreation equipment, and computers, software, related peripherals and general office equipment. Also, the operation of a variety of town-owned vehicles for program transportation purposes.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is frequently required to stand; walk; sit; use hands to finger, handle or feel; reach with hands and arms; and talk, see or hear. The employee must regularly stoop, bend, crouch or crawl; climb several flights of stairs, lift and/or move up to 25 pounds.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of the job. Reasonable

accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee is regularly exposed to outdoor weather conditions. Work is performed in an office setting as well as at gymnasiums and outdoor playgrounds, beaches and a variety of other indoor and outdoor locations. Frequent driving to various program sites or riding in vans or buses is required.

The employee will also be exposed to stressful situations including; large volume of program attendees and open gym times, sensitive situations with program participants and their parents or guardians and the need to provide temporary emotional and counseling support to program participants and/or the general public.

The employee may also be exposed to some mental stress due to need for attention to details and deadlines.

External and Internal applicants, as well as position incumbents who become disabled as defined under the Americans With Disabilities Act, must be able to perform the essential job functions (as listed) either unaided or with the

assistance of a reasonable accommodation to be determined by management on a case by case basis.

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039



Christopher Clark, Town Administrator

732 MAIN STREET, HARWICH, MA 02645

Robert C. Lawton Jr., Interim Assistant Town Administrator

To: Christopher Clark, Town Administrator
From: Robert C. Lawton Jr.
Re: Compensation Review – Video and Community Information Specialist
Date: March 25, 2019

Following the completion of a review of a revised job description, current classification, scoring the position and meeting with Ms. Jamie Goodwin, Channel 18 Director we can present our analysis of the position.

Video and Community Information Specialist

This is a full time position and is currently a Grade 2 step 6 on the HEA Compensation Schedule at \$23.95 per hour.

We looked at other Cape Cod Town’s compensation which ranged from \$23.83 to \$30.62 per hour. We also scored the position using the revised job description.

Based on the review of the position and the job description approved by HEA a change in classification is warranted.

Proposal – The position should be rated in FY19 at Grade 6 Step 3 \$25.50 per hour. The difference of \$1.58 per hour will be paid for within the Channel 18 budget. We recommend that the Board of Selectmen adopt this classification and job description for the position to be effective July 1, 2019. Copy of the job description and scoring sheet are attached. (FY20 rates would be Grade 2 \$24.43 to Grade 6 \$26.01 difference \$1.58)

Subject to Board of Selectmen Approval

This proposal is being brought to the Board of Selectmen for ratification and approval at the next available meeting.

Town Administrator Date

Date

Board of Selectmen

Date: _____

COPY

**Town Of Harwich
Job Description**

Position Title: Video and Community Information Specialist II

Department: Channel 18

Statement of Duties: Assists the Channel 18 Director in the production of government access television programming and disseminates community information via town websites and town social media. Frequent evening and occasional weekend hours required.

Essential Functions:

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

1. Responsible for in studio and remote field live and recorded cable productions; including setup and breakdown, special projects_in coordination with the IT Director, government channel outreach, piloted drone footage.
2. Assists town departments with website issues and improvements.
3. Trains volunteers and interns to operate equipment, film meetings, and assist in studio productions.
4. Trains town staff and volunteers on website management.
5. Issues and maintains website user ID's for login access.
6. Prepares all videos for streaming, "on-demand", and Social Media distribution.
7. Maintains Community Bulletin Board and administer Channel 18 Social Media sites (YouTube, Facebook, etc.)
8. Disseminates information to community via town website/calendar/social media. Oversees majority of town website operations, including but not limited to: Website Administrator, updating Board, Committee, and Department Pages. Provides backup assistance to the Town Clerk's department of posting Agendas and Minutes.
10. Performs other duties as assigned by Channel 18 Director.

Supervision:

- Works under the direct supervision of the Channel 18 Director.

Minimum Qualifications:

Education and Experience High School Diploma or equivalent and three (3) to five (5) years' experience in a computer related and broadcasting field, or an equivalent and relevant combination of education and experience.

Licenses and Certifications

Valid Massachusetts motor vehicle operator's license required to attend required meetings and field assignments.

Knowledge, Skills, and Abilities

- Knowledge of website technology and social media.
- Ability to use studio and field cameras.
- Video editing experience in adobe and or final cut pro
- Experience with safely piloting a drone while capturing video.
- Significant experience operating a video switcher used for studio production.
- Ability to provide studio PC software and hardware support and troubleshooting studio desktop computers, printers, mobile devices and other peripherals. Able to solve problems and implement solutions.
- Able to install application software and provide for security of studio hardware and data.
- Working knowledge of Microsoft Office products and ability to work with studio users to train them in using to solve problems if assigned.

Physical Requirements

Minimal physical effort is required to perform duties. The employee is required to stand, walk, sit, speak and hear and use hands to operate equipment. Vision requirements include the ability to read documents and analyze documents and use a computer.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is conducted both in a typical office setting, with frequent interruptions, under moderate noise level. Outside work is required during the year at outside events.

This job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer, as the needs of the employer and requirements of the job change.

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

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Christopher Clark, *Town Administrator*
Robert C. Lawton Jr., *Interim Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA 02645



To: Christopher Clark, Town Administrator
From: Robert C. Lawton Jr.
Re: Compensation Review – Assistant Collector/Treasurer
Date: March 26, 2019

Following the completion of a review of a revised job description, current classification, scoring the position and meeting with Ms. Amy Bullock and the position incumbent we can present our analysis of the position.

Assistant Collector/Treasurer

This is a full time position and is currently a Grade 9 step 6 on the HEA Compensation Schedule at \$33.70 per hour. The position was not reviewed during the prior review of positions in the Treasurer/Collector, Accounting and Clerk offices. This was an oversight and the Department Head asked for the position review to complete her office staff review.

We reviewed the existing job description with the Department Head and the position incumbent. We scored the position using that information.

Based on the review of the position and the job description in classification is warranted.

Proposal – The position should be rated in FY19 at Grade 10 Step 6 \$35.37 per hour. The difference of \$1.67 per hour will be paid for within the Collector/Treasurer budget in FY19 and FY20. The adjustment is recommended to be effective January 1, 2019 and retroactive payment to be made. We recommend that the Board of Selectmen adopt this classification. Copy of the scoring sheet is attached.

Subject to Board of Selectmen Approval

This proposal is being brought to the Board of Selectmen for ratification and approval at the next available meeting.

Town Administrator Date

Date

Board of Selectmen

COPY

Date _____

Town of Harwich, Massachusetts

Position Title: Assistant Treasurer / Tax Collector

Department: Treasurer / Tax Collector

Statement of Duties

Incumbent assists the Treasurer-Collector in planning, organizing, directing and controlling the custody and disbursement of town funds, under guidelines consisting of State laws and regulations supplemented with office policies and procedures established by the Treasurer-Collector.

Incumbent must be aware that investment and borrowing decisions entail the preparation of alternatives, and make judgments on them in the most cost effective manner for the town Subject to approval, disapproval or modification by the Treasurer-Collector.

Essential Functions

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

Incumbent assists the Treasurer-Collector in the performance of the following:

1. Performs administrative work in financial management, including the custody, disbursement, investment and borrowing of money, the preparation of periodic and annual financial reports, the collection of taxes and other municipal revenues.
2. Prepares and issues checks for payment of payrolls, local obligation and purchases; deposits fund in banking institutions approved by the town, maintains custody of monies received into the town treasury; and maintains a system for receipts and expenditures of the town.
3. Collects real estate, personal property and motor vehicle excise taxes and other municipal revenues and fees; advertises overdue real estate taxes and prepares tax taking, when necessary.
4. Receives monies for town departments and agencies and reconciles them with appropriate fiscal documentation; is bondable consistent with accepted practice.

Supervision

Incumbent performs responsible work under the Treasurer-Collector, who reviews work with the incumbent. State laws and regulations are available and must be observed and followed. Incumbent is expected to perform day-to-day responsibilities with a high degree of independence.

The incumbent supervises, manages and directs the activities of a small office staff in the absence of the Treasurer-Collector.

Recommended Minimum Qualifications

Education and Experience

Town of Harwich, Massachusetts

A candidate for this class of position must be a high school graduate, and must have had five (5) years of progressively responsible experience in dealing with financial administration and operations. Candidates must be able to demonstrate possession of the required knowledge, skills and abilities to perform the work.

Licensing and Certification

Certification by the Treasure/Collector's Association of Massachusetts highly encouraged.

Knowledge, Skill and Abilities

A candidate for this position should have:

- Knowledge of cash flow principles and practices to balance and reconcile a variety of detail, subsidiary and control accounts as determined by the Treasurer-Collector;
- Knowledge of legal requirements and regulations governing municipal finance operations, including borrowing and taxation matters;
- Knowledge of insurance programs and benefits;
- Ability to compile accounting data and prepare financial statement and report from same; and the
- Ability to collect and report tax collections and outstanding balances relating to taxes and other accounts receivable.

Tools and Equipment Used

Equipment operated includes: Computers, software, microfiche, fax machine and other general office equipment.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand; walk; sit; use hands to finger, handle or feel; reach with hands and arms; stoop, kneel, crouch or crawl; talk, see or hear. The employee must occasionally lift and/or move up to 25 pounds.

The employee maybe exposed to some mental stress due to the constant need for accuracy and attention to details.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Town of Harwich, Massachusetts

Work is primarily performed in an office setting.

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

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Christopher Clark, Town Administrator
Robert C. Lawton Jr., Interim Assistant Town Administrator

732 MAIN STREET, HARWICH, MA 02645



To: Christopher Clark, Town Administrator
From: Robert C. Lawton Jr.
Re: Compensation Review – Harwich Community Center Customer Service Representative -
Weight Room
Date: April 3, 2019

Following the completion of a review of current classification, scoring the position and meeting with Ms. Carolyn Carey, Supervisor of the position we can present our analysis of the vacant position.

Customer Service Representative - Weight Room

This is a part time position and is currently a PT2 on the non-union Personnel By-Law scale.

The current position starts at \$12.38 per hour. We are having a great deal of difficulty retaining employees at this level and have had no one in the position over the last two months.

Based on the review of the position and the job description provided by Ms. Carey a change in classification is warranted.

Proposal – The position should be rated at the PT-4 level, \$15.56 per hour. The difference of \$3.18 per hour will be paid for within the Weight Room budget. We also agreed, and we recommend that the Board of Selectmen adopt this classification for the position. Copy of the job description and scoring sheet are attached.

Subject to Board of Selectmen Approval

This proposal is being brought to the Board of Selectmen for ratification and approval at the next available meeting.

Town Administrator

Date

Board of Selectmen

COPY

Date: _____

Harwich Community Center Weight Room Attendant

The Town of Harwich seeks a qualified applicant for the position of Weight Room Attendant at the Community Center.

The position will involve the sale of Weight Room memberships, assisting clients, preparing and managing correspondence, cleaning machines, and disseminating information. New hire must be personable, timely, detail-oriented, and organized.

Essential Functions and Responsibilities

- Communicate effectively with Weight Room members, fellow staff members, and the general public
- Assist with checking members into the Weight Room; ensure that all Weight Room users are paying members
- Familiarize self with and use Sportsman software used to track Weight Room memberships
- Maintain paper filing system records of Weight Room members
- Enforce Weight Room policies including those pertaining to time limits, noise levels, dropping weights, etc.
- Maintain cleanliness and safety standards of the Weight Room
- Manage Weight Room equipment and report lost or damaged equipment to the Director
- Be knowledgeable and stay current regulations and policies of the Community Center; enforce these regulations
- Give feedback and suggestions with appropriate justification when needed

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee works in a quiet to moderately noisy office setting. The employee is required to stand, walk, or reach with hands and arms up to 1/3rd of the time; and to sit, talk or listen/hear and use hand more than 213¹ of the time. The employee may occasionally lift up to 301bs. The employee has normal vision requirements that would allow the employee to operate a personal computer.

All applicants are expected to learn Community Center policies and to get certified in CPR and basic first aid.

Starting salary is \$12.38/hour. Position works approximately 19 hours per week from 6am-10 am. Applications are available at www.harwich-ma.com under "Opportunities" or in person at the Harwich Community Center, 100 Oak Street, Harwich, MA 02645.

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039



Christopher Clark, *Town Administrator*

732 MAIN STREET, HARWICH, MA 02645

April 1, 2019

Mr. David D. Flaherty Jr.
3 Whitchwood Lane
Harwich, MA 02645

Dear Mr. Flaherty:

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

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

- Pursuant to the Town Charter the Town Administrator makes the appointment for this position subject to confirmation by the Board of Selectmen. Your name has been put forth for confirmation and the Board of Selectmen will be taking this up at their meeting on April 8, 2019. Successful confirmation will be needed to finalize appointment.
- The Town will arrange for a Pre-Employment Physical and Drug Test that must be successfully completed.
- Your employment is contingent upon a successful background and C.O.R.I. check.
- Your probation period is six months from the date of employment

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

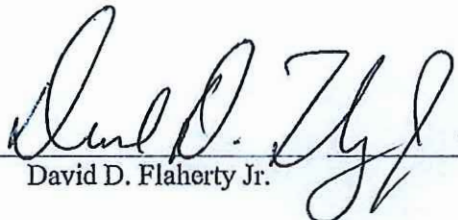
Your position title will be Assistant Town Administrator and your starting date is April 22, 2019. Your starting salary will be \$102,041 (Grade M-7, Step 6). On July 1, 2019 this salary will be adjusted to \$104,082 (Grade M-7 step 6) You will be eligible for a step increase one year from your appointment date, after a positive evaluation.

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

Sincerely,



Christopher Clark
Town Administrator



David D. Flaherty Jr. 4/3/2019
Date

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

OFFICE OF THE TOWN ADMINISTRATOR

Christopher Clark, Town Administrator

Phone (508) 430-7513

Fax (508) 432-5039

732 MAIN STREET, HARWICH, MA 02645



April 1, 2019

Mr. Griffin Ryder
235 Chatham Road
Harwich, MA 02645

Dear Mr. Ryder:

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

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

- Pursuant to the Town Charter the Town Administrator makes the appointment for this position subject to confirmation by the Board of Selectmen. Your name has been put forth for confirmation and the Board of Selectmen will be taking this up at their meeting on April 8, 2019. Successful confirmation will be needed to finalize appointment.
- The Town will arrange for a Pre-Employment Physical and Drug Test that must be successfully completed.
- Your employment is contingent upon a successful background and C.O.R.I. check.
- Your probation period is six months from the date of employment

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

Your position title will be Town Engineer and your starting date is May 1, 2019. This position is included in the SEIU Local 888 and your employment is subject to the rights and obligations included in the contract which is attached. Your starting salary will be \$102,156 (Grade M-6A, Step 9). On July 1, 2019 you will receive an increase in salary to \$109,333 (Grade M-6A Step 9) You will be eligible for a step increase one year from your appointment date, after a positive evaluation.

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

Sincerely,

Christopher Clark
Town Administrator

Griffin Ryder

4/3/2019
Date

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

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039



Christopher Clark, *Town Administrator*

732 MAIN STREET, HARWICH, MA

April 3, 2019

Ms. Patricia Macura
239 Church Street
Harwich, MA 02645

Dear Ms. Macura:

We would like to offer you the position of full time Executive Assistant to the Town Administrator for the Town of Harwich. We look forward to working with you and your positive contributions to the Board of Selectmen/Town Administrator's office.

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

- Pursuant to the Town Charter the Town Administrator makes the appointment for this position subject to confirmation by the Board of Selectmen. Your name has been put forth for confirmation and the Board of Selectmen will be taking this up at their meeting on April 8, 2019. Successful confirmation will be needed to finalize the appointment.
- You will need a pre-employment physical to be completed before you start work. Please provide the job description we gave to you to your physician and ask that the doctor confirm that you are capable of performing all of the duties of the position.
- Your employment is contingent upon a successful background and C.O.R.I check.
- Your probation period is six months starting from the date of employment.

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

Your position title will be Executive Assistant to the Town Administrator and your starting date is April 16, 2019. This position is included in the Harwich Personnel By-law and your employment is subject to the rights and obligations included in the by-law which is enclosed. Your starting salary will be \$29.41 per hour (Grade OA-4, Step 3). On July 1, 2019 there is an increase to \$30.00 per hour (Grade OA-3, Step 3) subject to appropriation.

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

Sincerely,

Christopher Clark
Town Administrator

 4/7/19
Patricia Macura Date

CC: Board of Selectmen Accountant Treasurer Collector

PERSONNEL BY-LAW POSITIONS

Version #2

Remove step 1 and 2, add step 11 and 12, renumber steps to 1 - 10 to mirror SEIU contract

Position	Grade as of 3/20/19	Employee Gross			Per Personnel By-Law w/Longevity & Education Stipends				Notes
		2016	2017	2018	2019	2020	\$\$\$ Incr	% Incr	
TOWN CLERK	M5	75,007	79,162	81,905	92,490	101,474	8,984	9.71%	Regraded FY 19
WATER SUPERINTENDANT	M6	82,802	91,854	94,459	114,008	125,229	11,221	9.84%	FY 19 regraded from M6 step 9 to M8 step 6
LIBRARY DIRECTOR	M7	84,493	90,178	91,239	97,124	106,686	9,562	9.85%	FY 19 regraded from M4 step 10 to M7 step 4
ASSISTANT TOWN ADMINISTRATOR	M7				102,041	109,351	7,310	7.16%	New Hire FY 19
DEPUTY FIRE CHIEF	M7	114,174	120,063	127,379	128,673	135,187	6,514	5.06%	FY 19 reclassified from fire union
DEPUTY POLICE CHIEF	M7	-	-	-	125,283	134,257	8,974	7.16%	FY 19 retirement, new hire/promotion M7 Step 6
DPW DIRECTOR	M9	104,111	111,369	112,634	118,278	129,911	11,633	9.84%	FY 19 regraded from M7 to M9
Total		460,587	492,626	507,616	777,897	842,095	64,198	8.25%	

PERSONNEL BY-LAW POSITIONS

Version #1

Remove step 1 and 2, add step 11 and 12, steps are now 3 - 12

Position	Grade as of 3/20/19	Employee Gross			Per Personnel By-Law w/Longevity & Education Stipends				Notes
		2016	2017	2018	2019	2020	\$\$\$ Incr	% Incr	
TOWN CLERK	M5	75,007	79,162	81,905	92,490	96,699	4,209	4.55%	Regraded FY 19
WATER SUPERINTENDANT	M6	82,802	91,854	94,459	114,008	119,195	5,187	4.55%	FY 19 regraded from M6 step 9 to M8 step 6
LIBRARY DIRECTOR	M7	84,493	90,178	91,239	97,124	101,543	4,419	4.55%	FY 19 regraded from M4 step 10 to M7 step 4
ASSISTANT TOWN ADMINISTRATOR	M7				102,041	104,082	2,041	2.00%	New Hire FY 19
DEPUTY FIRE CHIEF	M7	114,174	120,063	127,379	128,673	131,890	3,217	2.50%	FY 19 reclassified from fire union
DEPUTY POLICE CHIEF	M7	-	-	-	125,283	127,788	2,506	2.00%	FY 19 retirement, new hire/promotion M7 Step 6
DPW DIRECTOR	M9	104,111	111,369	112,634	118,278	123,661	5,383	4.55%	FY 19 regraded from M7 to M9
Total		460,587	492,626	507,616	777,897	804,859	26,961	3.47%	

FY20 Personnel By Law Compensation Plans as of July 1, 2019 – 2% increase

BY-LAW POSITIONS: FULL TIME MANAGEMENT
NON-UNION COMPENSATION PLAN

Grade	Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Contract	Police Chief Finance Director/Accountant Fire Chief												
M-9	DPW Director	109,298	112,030	114,831	117,647	120,644	123,661	126,752	129,911	133,169	136,498	139,910	143,408
M-8	Water/Wastewater Superintendent	100,274	102,781	105,351	107,985	110,685	113,453	116,288	119,195	122,176	125,229	128,360	131,569
M-7	Assistant Town Administrator Dep. Police Chief Library Director Dep. Fire Chief	91,994	94,294	96,650	99,066	101,543	104,082	106,686	109,351	112,086	114,887	117,759	120,703
M-6		84,398	86,506	88,670	90,886	93,160	95,489	97,874	100,324	102,830	105,399	108,034	110,735
M-5	Town Clerk	77,428	79,365	81,350	83,383	85,468	87,605	89,794	92,038	94,340	96,699	99,058	101,474
M-4	Personnel Director	71,038	72,812	74,632	76,498	78,410	80,371	82,380	84,440	86,550	88,713	90,876	93,093
M-3		65,171	66,799	68,470	70,181	71,937	73,734	75,578	77,467	79,404	81,390	83,375	85,409
M-2		59,789	61,283	62,819	64,386	65,997	67,645	69,326	71,069	72,847	74,668	76,489	78,355
M-1		47,830	49,027	50,251	51,509	52,797	54,116	55,470	56,858	58,279	59,735	61,228	62,759

Shaded steps no longer in use as of July 1, 2019

FY20 Personnel By Law Compensation Plans as of July 1, 2019 – 2% increase

BY-LAW POSITIONS: FULL/PART TIME ADMINISTRATIVE

Grade	Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
OA-5	Support Staff Supervisor	36.27	37.17	38.10	39.06	40.04	41.03	42.06	43.12	44.20	45.30
OA-4	Executive Assistant to the Town Administrator	28.56	29.26	30.00	30.76	31.51	32.31	33.11	33.96	34.79	35.66
OA-3	Administrative Asst; ZBA Clerk	23.24	23.81	24.40	25.00	25.63	26.31	26.95	27.61	28.29	29.03
OA-2	Board Secretary; Video and Communications Information Specialist	19.52	20.01	20.50	21.02	21.55	22.08	22.64	23.22	23.79	24.38
OA-1	Board Clerk	16.98	17.41	17.83	18.28	18.74	19.22	19.69	20.19	20.68	21.20

FY 20 Personnel By Law Compensation Plans as of July 2019

SEASONAL HOURLY WAGE SCHEDULE

GRADE	JOB TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
12	Golf Instructor (S-12)	32.90	48.96	65.54	81.09	
11	Golf Employee and Operations Manager (S-11) Shellfish Instructor (S-11A)	22.95	23.97	24.99	26.01	27.03
10	Beach Supervisor (S-10)	20.00	20.50	21.00	21.50	22.00
9	Ass't Beach Supervisor (S-9A) Playground Director (S-9B) Waterfront Director (S-8C)	17.50	18.00	18.50	19.00	19.50
8	Lifeguard (S-8D) Swimming Instructor (S-8E) Ass't. Harbormaster (S-8F)	16.00	16.50	17.00	17.50	18.00
7	Seasonal Laborer (S-7B)	15.50	16.00	16.50	17.00	17.50
6	Activities Coordinator (S-6C)	14.50	15.00	15.50	16.00	16.50
5	Parking Enforcement Officer (S-5A)	14.00	14.50	15.00	15.50	16.00
4	Golf Ass't. (S-4) Golf Maintenance Person (S-4A) Work Leader (S-4D) IT Ass't (S-4E) Summerball Director (S-4G) Parking Attendant (S-4H) Harbor Assistant (S-3G)	13.50	14.00	14.50	15.00	15.50
3	Tennis Instructor (S-3) Golf Utility Person (S-3B) Playground/Camp Instructor (S-3F) Summerball Instructor(S-3H) Shellfish Interns (S-3E)	13.00	13.50	14.00	14.50	15.00

FY 20 Personnel By Law Compensation Plans as of July 2019

<i>Grade</i>		<i>MIN.</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Step 7</i>	<i>Step 8</i>	<i>Step 9</i>	<i>Step 10</i>
PT - 8	Alternate Building Commissioner	41.54									
PT-7	Plumbing, Wiring, Gas, Building and Alternate Inspectors *\$36.75	22.02	22.57								
PT - 6	Part-time Dispatcher	19.15	20.30	21.43	22.58	23.73	24.86				
PT-5	Emergency Mgmt Director Special Police Officer Police Matron Mechanic	20.00	20.50	21.00							
PT- 4	Customer Service Rep – Sticker Sales Recycling/ Scalehouse Monitor Recycling/ Scalehouse Laborer Videographer/Camera Operator	16.25	16.75	17.25	17.75	18.25	18.75	19.25	19.75	20.25	20.75
PT-3	Substitute Custodian Transfer Station Attendant Assistant Outreach Worker Program Aide Clerical Aide Circulation Assistant	15.50	16.00	16.50	17.00	17.50	18.00	18.50	19.00	19.50	20.00
PT-2	Registrars of Voters Weight Room Worker	15.00	15.50								
PT-1	Library Pages Election Worker Sealer of Weights and Measures	13.00	13.25								

**Compensation will include \$36.75 per inspection (FT 7) and emergency fee when called by public safety officer of 2 x the appropriate hourly rate or portion thereof*

FY20 Personnel By Law Compensation Plans as of July 1, 2019 – 2% increase

**NON-UNION COMPENSATION PLAN
BY-LAW POSITIONS: FULL TIME MANAGEMENT**

Grade	Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Contract	Police Chief Finance Director/Account ant Fire Chief										
M-9	DPW Director	114,831	117,647	120,644	123,661	126,752	129,911	133,169	136,498	139,910	143,408
M-8	Water/Wastewater Superintendent	105,351	107,985	110,685	113,453	116,288	119,195	122,176	125,229	128,360	131,569
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M-6		88,670	90,886	93,160	95,489	97,874	100,324	102,830	105,399	108,034	110,735
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M-1		50,251	51,509	52,797	54,116	55,470	56,858	58,279	59,735	61,228	62,759

FY20 Personnel By Law Compensation Plans as of July 1, 2019 – 2% increase

BY-LAW POSITIONS: FULL/PART TIME ADMINISTRATIVE

Grade	Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
OA-5	Support Staff Supervisor	36.27	37.17	38.10	39.06	40.04	41.03	42.06	43.12	44.20	45.30
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FY 20 Personnel By Law Compensation Plans as of July 2019

SEASONAL HOURLY WAGE SCHEDULE

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6	Activities Coordinator (S-6C)	14.50	15.00	15.50	16.00	16.50
5	Parking Enforcement Officer (S-5A)	14.00	14.50	15.00	15.50	16.00
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3	Tennis Instructor (S-3) Golf Utility Person (S-3B) Playground/Camp Instructor (S-3F) Summerball Instructor(S-3H) Shellfish Interns (S-3E)	13.00	13.50	14.00	14.50	15.00

FY 20 Personnel By Law Compensation Plans as of July 2019

<i>Grade</i>		<i>MIN.</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Step 7</i>	<i>Step 8</i>	<i>Step 9</i>	<i>Step 10</i>
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PT-3	Substitute Custodian Transfer Station Attendant Assistant Outreach Worker Program Aide Clerical Aide Circulation Assistant	15.50	16.00	16.50	17.00	17.50	18.00	18.50	19.00	19.50	20.00
PT-2	Registrars of Voters Weight Room Worker	15.00	15.50								
PT-1	Library Pages Election Worker Sealer of Weights and Measures	13.00	13.25								

**Compensation will include \$36.75 per inspection (FT 7) and emergency fee when called by public safety officer of 2 x the appropriate hourly rate or portion thereof*



Robert C. Lawton, Jr.
Interim Assistant Town Administrator

732 MAIN STREET, HARWICH, MA 02645

MEMO

TO: Board of Selectmen

FROM: Robert C. Lawton, Jr.
Interim Assistant Town Administrator

CC: Chris Clark, Dan Pelletier, Lincoln Hooper, Sean Libby

RE: Wastewater Project Management

DATE: April 3, 2019

On March 15, 2019 proposals were received for professional services wastewater project management. On March 22, 2019 the review committee consisting of Chris Clark, Robert Lawton, Dan Pelletier, Lincoln Hooper, and Sean Libby met to review the proposals.

As part of the initial review we confirmed that each proposal submitted contained the required paperwork and submissions as outlined in the RFP. Each committee member rated the proposals as unacceptable, advantageous, or highly advantageous. The initial review resulted in the committee rating Weston and Sampson as highly advantageous and Bad Aqua as advantageous. This rating was partially based on the differences in the responses to the requirement that the proposer have "three projects or activities over the past three years related to the scope of work in the RFP". After the ratings were completed the cost proposals were opened with Weston and Sampson \$94,400 for FY 19 and FY 20 and Bad Aqua \$64,000 for FY 19 and FY 20. On March 22, after the initial review was completed, we met with Mr. Charles Sumner, a principal in the Weston and Sampson proposal, as he had informed us he would be out of the country starting March 23 and we needed to move the process forward rather than wait 2 to 3 weeks for him to return. Mr. Sumner was not able to have one of the other principles in the proposal attend so the committee only reviewed the basic sections of his proposal. It should be noted, during our meeting Mr. Sumner informed us that his plans had changed and he was not going to be out of the country and he and his partners would be available to meet during the week of March 25. We shortened the interview as we wished to have both proposers in on the same day for a formal review. The committee agreed to schedule a formal interview with both proposers on March 26, 2019.

On March 26, 2019 the committee interviewed the principles from both proposals and completed formal rating sheets. The ratings were based upon the six criteria in the RFP as well as rating any other abilities which were realized during the meeting. Both proposers provided details supporting their submissions. Bad Aqua emphasized the local connection of the principals to the Town of

Harwich and the project management experience they had in their list of projects. Weston and Sampson emphasized their experience in managing a number of wastewater projects and their connection with Cape Cod and in particular the Towns of Brewster, Harwich and Chatham. At the end of the formal interviews, approximately one hour per proposer, it was determined that Weston and Sampson was the most advantageous and we agreed to enter into negotiations on price, as is authorized under the procurement statute Chapter 30B.

Subsequent to the March 26 meeting Mr. Clark discussed the price proposal with Weston & Sampson and the price was lowered to \$75,000 for FY19 and FY20.

The Wastewater Project Management Review Committee recommends that the contract for Wastewater Project Management be awarded to Weston and Sampson.

RCL

March 28, 2019

Christopher Clark
Town Administrator
732 Main Street
Harwich, MA 02645

Re: Interview Follow up

Dear Mr. Clark:

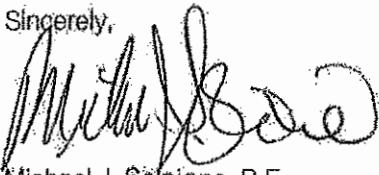
As a follow-up to our proposal dated March 13, 2019, and our recent interview, we wanted to provide the Town with a suggested scope and clarify the project hourly rates and budget.

As we discussed at our interview several of the tasks in the Town's originally suggested project scope should be performed by your existing design engineer. Their full-time staff in the field during construction and construction administration support staff would typically be assigned responsibility for certain of the reporting/communications efforts.

To clarify our rates, we provided an average rate in our proposal for the number of hours requested. Attached please find a rate table with the rates of the people we anticipate may work on this project. The primary manager/outreach coordinator for the assignment will be Charlie Sumner. We anticipate that he will have the majority of the hours on the project, and his hourly billing rate is \$80.

Based on the revised scope, we expect that your \$75,000 budget will be sufficient for the project based on our current understanding of the work to be performed. Attached is a contract for this work. Please let me know if this is acceptable or if you have any questions.

Sincerely,



Michael J. Scipione, P.E.
Chief Executive Officer
Weston & Sampson Engineers, Inc.

AGREEMENT FOR TOWN OF HARWICH

The following provisions shall constitute an Agreement between the Town of Harwich, acting by and through its Town Administrator, hereinafter referred to as "Town," and Weston & Sampson Engineers Inc., with an address of 55 Walkers Brook Drive Suite 100, Reading Massachusetts 01867, hereinafter referred to as "Contractor", effective as of the 9th day of April, 2019. 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 Wastewater Services, 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 commencing June 30, 2020 through second year subject to appropriation

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 an amount not to exceed \$75,000. 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.

The Town party may terminate this Agreement at any time for its convenience by providing the Contractor 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 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, 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.

WORKMEN'S COMPENSATION	Per Statute
EMPLOYER'S LIABILITY INSURANCE	\$1,000,000
COMPREHENSIVE GENERAL LIABILITY	
Personal Injury	\$500,000 each occurrence
Bodily Injury	\$1,000,000 in the aggregate
Property Damage	\$1,000,000 in the aggregate
COMPREHENSIVE AUTOMOBILE LIABILITY	
Bodily Injury	\$500,000 each person \$1,000,000 each accident
PROPERTY DAMAGE	\$200,000 per accident
PLUS COMPREHENSIVE LIABILITY	\$500,000 in the aggregate
UMBRELLA COVERAGE	
PROFESSIONAL LIABILITY (where applicable)	\$1,000,000

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.

A. **ARTICLE 16: WAGE RATES: (If Applicable)**

Minimum wage rates, as determined by the Department of Labor and Workforce Development, under the provision of the Massachusetts General Laws, Chapter 149, Sections 26 to 27H, as amended, apply to this project [Attach and incorporate by reference the applicable State Department of Labor Standards wage schedule]. It is the responsibility of the Contractor, before Bid Opening, to request, if necessary, any additional information on Massachusetts Wage Rates for those tradespeople who are not covered by the applicable Massachusetts Wage Decision, but who may be employed for the proposed work under this Contract.

B. In accordance with Chapter 149, Section 27B, it is the responsibility of the Contractor and any Subcontractors to submit payroll records to the Official on a weekly basis.

CERTIFICATION AS TO PAYMENT OF STATE TAXES

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I,

Michael J Scipione, 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.

Social Security Number or
Federal Identification Number

Weston & Sampson Engineers Inc.
Signature of Individual or
Corporate Name

By: Michael J Scipione
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 Town Administrator



Michael J Scipione
Printed Name and Title

Approved as to Availability of Funds:

 (\$ 70,000.00)
Town Accountant Contract Sum

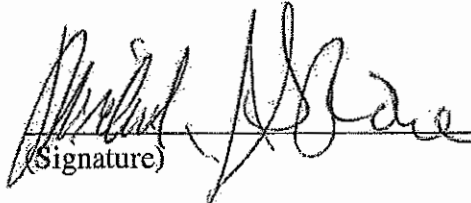
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Appendix A

CERTIFICATE OF NON-COLLUSION/GOOD FAITH

The undersigned hereby certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals. This bid or proposal is made without any connection or consultation with any other person making any bid or proposal for the same work.

3/29/19
(date)


(Signature)

Michael J Scipione
(Printed name of person signing bid or Proposal)

Weston & Sampson Engineers Inc.
(Name of Business)

55 Walkers Brook Drive Suite 100, Reading Massachusetts 01867
(Business address)

978-532-1900
(Business phone number)

Attachment A SCOPE OF WORK

As discussed and requested by the Town in our recent interview, Weston and Sampson Engineers, Inc. is providing the following revised scope of services and the “as needed” scope of work for the project.

We maintain that the role of the Project Manager/Outreach Coordinator is more appropriate in an oversight/collaborative capacity to be cost effective. Our intention is to be sensitive to project efficiencies and costs by not duplicating effort that is commonly provided as part of the construction engineering services typically provided by the design engineer on sewer extension projects. As such, tasks originally reflected in the Town’s work scope and potential “as needed” services have been modified to reflect those responsibilities. Certain of those activities would typically be part of pre-construction tasks, as well as database compilation to track important information relative to building service connections, project schedule updates, project cost tracking, etc.

Scope

- Work with Town staff and the design engineer to compile monthly status reports including ongoing wastewater outreach efforts.
- Attend monthly Wastewater Support Committee (WSC) Meetings, including:
 - A kick off/planning meeting after initial selection.
 - Monthly Committee meetings
- Attend Harwich Board of Selectmen meetings as requested, and as budget permits, to:
 - Provide updates on wastewater topics of interest or importance
 - Provide support on agenda items pertaining to Wastewater Project issues.
- Provide a Project Manager/Outreach Coordinator who shall be the point of contact for the public, and work with the appropriate parties to answer project-related questions, as follows:
 - Town Administrator, Christopher Clark: Finance and tax questions
 - Health Director, Meggan Eldredge: Health, septic, and mandatory sewer hook-ups
 - Water and Wastewater Superintendent, Dan Pelletier: Water, project requirements and timelines, construction, and sewer service connections
 - CDM Smith field and design: Sewer system design and construction technical issues.
 - Homeowners: Questions on the project such as sewer service, mandatory hook-up, and time line.

The following services will be provided on an “as-needed” basis:

- Review a draft Project Plan including an organization chart to identify town departments and contractors involved in the project showing responsibilities and activities for each, including contact information; and lines of communication
- Update the Project Plan as needed to reflect ongoing activities and personnel changes
- With the assistance of town-retained summer students develop and maintain a detailed service area property data base, including Owner, Address, Appropriate contact information, and Year-Round /Seasonal Occupancy

- With summer student assistance, compile and maintain a file on Septic System information, including age, type; and Sewer Service Connection location determination and owner sign-off, and Sewer Connection Contractor and completion date, including septic system abandonment. The data base will be coordinated with the Harwich Board of Health/Health Director and Water Department/Superintendent.
- Meet weekly with Collection System Contractor(s) and the design engineer's resident representative to review the past week's activities versus plan, and plans for the following week(s).
- Provide a monthly status report summarizing the activities of all involved including CDM-Smith progress reports, construction issues of importance, and construction schedule and budget status. Prepare a list of concerns and action items with responsible parties and their resolution.

Public Engagement / Outreach

- Serve as point person to work with Harwich residents to listen to concerns and provide information regarding the project.
- Maintain a public calendar with public meetings, neighborhood meetings, project activity dates, Channel 18 times/dates, neighborhood construction, etc.
- Establish a schedule of regular office hours with a maximum of 4 hours per week including one Saturday morning per month.
- Help prepare and implement community sewer project plans to organize neighborhood activity in an efficient and user-friendly manner. Help organize and work with neighborhood liaisons.
- Communicate major dates and activities of importance to local news outlets
- Communicate project information to the Board of Selectmen in writing or at meetings, as appropriate
- Help to facilitate appropriate communication strategies, i.e., web-site, Channel 18, letters, newspapers
- Develop and maintain social media updates on an as-needed basis.
- Use town-retained summer student assistance to support the outreach and reporting effort with a focus on social media and engagement, and data-base updating.
- With summer student assistance, develop and maintain a comprehensive wastewater and project information library (hardcopy & electronic), for use as a community resource.

Financial

- Report on project budget/spending accounts on a quarterly basis.
- Refer project-related financial concerns and questions to the WSC and Administration.

Reporting Structure

- Report formally to the Harwich Town Administrator on important project-related issues requiring his attention, and for resolution by other town staff. Report to the WSC on project issues under their purview at their monthly meetings.

Harwich Project Manager/Outreach Coordinator and Technical Support Hourly Rate Chart (1)

<u>Title</u>	<u>Hourly Rate</u>
Project Manager/Outreach Coordinator (Charlie Sumner)	\$80.00
<u>Weston & Sampson</u>	
Principal	\$240-\$260
Team Leader	\$195-\$215
Project Manager	\$175-\$190
Project Engineer	\$135-\$145
Engineer II	\$120-\$130
Engineer I	\$110-\$120
Administrative Coordinator	\$100
Engineering Technician	\$ 70

(1) Hourly rates do not include other direct project costs or identifiable expenses.



westonandsampson.com

55 Walkers Brook Drive, Suite 100
Reading, MA 01867
tel: 978.532.1900

Proposal

March 2019

TOWN OF
HARWICH
MASSACHUSETTS

Professional Services as Wastewater
Project Management- Owner's Project
Manager (OPM) Services



Following Page	COVER LETTER
Section 1	SCOPE OF WORK
Section 2	PROJECT EXPERIENCE
Section 3	PROJECT TEAM
Section 4	PROJECT REFERENCES AND CERTIFICATES
Under Separate Cover	PRICE PROPOSAL AND REQUIRED FORMS

March 13, 2019

Christopher Clark
Town Administrator
732 Main Street
Harwich, MA 02645

Re: Request for Proposal (RFP) | Professional Services as Wastewater Project Management - Owner's Project Manager (OPM) Services

Dear Mr. Clark:

Weston & Sampson is pleased to submit our proposal to provide professional Wastewater Project Management services associated with the preparation of sewer work in the Town. Our firm has provided Massachusetts municipal clients with project management services, delivered comprehensive Architect/Engineer (A/E) design services to public sector clients, and served as the contractor for major public infrastructure projects, including wastewater treatment facilities and sewer systems, throughout New England for over 120 years. We also construct and operate wastewater systems in the Commonwealth. This allows us to take a "long term view" for the project. For this project, we are teamed with Mr. Charles L. Sumner former Town Administrator of Brewster. Given our range of experience, we are confident that together with Mr. Sumner we can provide the expertise and proactive value-added service required to ensure your project is completed successfully and efficiently.

Our team offers the Town of Harwich the following advantages:

- Overall Experience: Weston & Sampson provides a wide range of OPM services to assist clients with managing projects, programs, and facilities. Our dedicated engineering, planning, environmental, building/facility, construction, and operations and maintenance professionals, along with our technical specialists, fully support the management services that we provide. Our experience and breadth of capabilities help us assist municipal clients in comprehensively managing construction challenges.

Our recent project experience includes providing OPM services for the Surfside Wastewater Treatment Plant (WWTP) project and the Sea Street pump station project for Nantucket, Massachusetts; OPM and engineer services for the design-build-operate upgrade of a 16-mgd wastewater treatment facility for Woonsocket, Rhode Island; water/wastewater engineering and OPM services for a large private development for A.D. Makepeace Company in Wareham, Massachusetts; OPM support services for a large wastewater treatment and collection project in Chatham, Massachusetts; and multiple owner's representative projects for the Massachusetts Department of Transportation and Massachusetts Bay Transportation Authority (MBTA), including the current high-profile Green Line Extension project.

- Specialized Experience on Municipal Wastewater Systems: Wastewater System projects differ significantly from other public projects, and an understanding of the facilities functions and needs is critical to managing the construction project. In addition to our recent OPM efforts noted above, our firm has broad experience supporting wastewater-related planning, design, and construction projects, including recent wastewater projects in Bourne, Great Barrington, Hopedale, Lenox, Newburyport, Norton, Shrewsbury, Uxbridge, and Wrentham, Massachusetts; and significant sewerage projects in Coventry, Rhode Island and Chelmsford, Hingham, Pepperell, and Scituate, Massachusetts.

- **Experienced, Competent Personnel:** Our team of managers, engineers, architects, and construction professionals offers a highly relevant skill set tailored to your project. Our principal-in-charge, **Michael J. Scipione, PE**, Lead Technical Advisor, **Francis Yanuskiewicz**, and Project Manager **Charles L. Sumner** have more than 100 years of combined experience which will be valuable for this effort. ←
- **Local experience:** Weston & Sampson has a long history of assisting coastal New England communities with wastewater projects. Mike and/or Fran have worked on engineering/construction projects for every Cape Cod Town during their career and Charlie has been active on the Cape since becoming Town Administrator in Brewster in 1986. He is currently active as a Director on various local Boards including APCC, Brewster Conservation Trust, and Cape Cod Conservation District as well as serving on several local building committees. ←
- **Collaborative Management Style:** One of the most important things that our team brings to your project is our collaborative working style. Large-scale wastewater projects are challenging enough to deliver without conflicts in your project delivery team. We view our role as working together as an overall team with your municipal staff, your engineers and designers, your contractors, and your local stakeholders, all working in concert to ensure project success.
- **Communication and Reporting:** Consistent and accurate reporting on construction-related issues is critical on this first sewer extension project from the standpoint of elected Town Officials as well as the property owners served by the sewer extension projects. Charlie will serve as the in-town point of contact to assure that all involved parties and stakeholders are adequately and accurately kept abreast of project issues. Mike and Fran will provide the needed support on technical issues as they arise, establish baseline data for use by Town staff and officials.
- **Depth of Resources:** The multidisciplinary nature of our firm allows us to address all important project issues efficiently and seamlessly with in-house staff familiar with the unique aspects of wastewater and sewer design/construction requirements. Our project team of engineers, permitting specialists, and technical support staff that includes structural, geotechnical, and electrical engineers allows us to bring expert credentials to every aspect of this project. Our in-house Operations and Construction Divisions provide public facility operation and maintenance and construction resources, respectively, not generally found within a typical consulting engineering firm.

Weston & Sampson is committed to assisting the Town of Harwich in making well-informed decisions during the Town's preparation for sewer work. Please contact me at 978-532-1900 ext. 7461 or scipionem@wseinc.com if you have any questions about our qualifications, our approach, or our submittal.

Our sincere wishes for a successful project,
WESTON & SAMPSON ENGINEERS, INC.



Michael J. Scipione, PE
Chief Executive Officer

SECTION 1

Scope of Work

SCOPE OF WORK

As requested in the Town's RFP, and to be responsive to that request, Weston and Sampson Engineers, Inc. is available to provide the following scope of services and the "as needed" scope of work for the project. These tasks reflect the activities included in the Town's Request for proposals.

We believe that for some of these tasks it may be more efficient for the CDM Smith Construction personnel and/or Construction Administration staff to take the lead in obtaining the requested information and documentation. The role of the Project Manager may be more appropriate in an oversight/collaborative capacity to be cost effective. Please be assured our team is capable and available to perform all of these tasks. However, our intention is to be sensitive to project efficiencies and costs by not duplicating effort that is commonly provided as part of the construction engineering services typically provided by the design engineer on sewer extension projects.

Scope

- Help prepare monthly status reports including, among other items, wastewater outreach efforts which are ongoing.
- Attend all Wastewater Support Committee (WSC) Meetings. Generally held, but not limited to:
 - A kick off/planning meeting after initial selection.
 - The first (1st) Tuesday of every month from 8:30am to 10:00am
 - The fourth (4th) Thursday of every month from 6:00pm to 7:30pm.
- Attend Harwich Board of Selectmen's Meetings as requested to:
 - Provide updates or announce Wastewater topics at the beginning of meetings.
 - Provide support if there is an agenda item pertaining to Wastewater.
- Provide a Project Manager/Outreach Coordinator who shall be the point of contact for the public, and establish the appropriate parties to answer different types of questions:
 - Town Administrator Christopher Clark for finance and tax questions
 - Health Director Meggan Eldredge for health, septic, and mandatory sewer hook-up
 - Water and Wastewater Superintendent Dan Pelletier for water, irrigation, project timeline, construction, and installation
 - CDM Smith for sewer system on design in technical issues.
 - Homeowner questions on the project such as sewer service, mandatory hook-up, and time line.

We will also provide the following services on an "as-needed" basis:

Clarified - not extra cost

- Develop a project plan including an organization chart to identify town departments and contractors involved in Phase 2 into a single document showing responsibilities/schedules/activities for each.
- Update the Project Plan on a monthly basis.
- Develop and maintain a detailed property data base, including Owner, Address, Contact Information, Age of Septic System, Year-Round /Seasonal Occupancy, Status of Stub Location Determination, Sewer Service Connection Completion and other Information, as needed. The data base will be coordinated with the Harwich Board of Health/Health Director and Water Department/Superintendent.

- Meet weekly with Collection System Contractor(s) and resident representative to review current week's activities versus plan, define workarounds and plans for the following week(s).
- At regular status meetings with Wastewater Support Committee; provide a list of outstanding unanswered or unaddressed issues.
- Provide status report each month summarizing the activities of all involved including CDM-Smith Progress Reports and adherence to construction schedules and budgets. A list of concerns and actions/responses will be reported.

Public Engagement / Outreach

- Assume the role of point person to work with Harwich residents to listen to concerns and provide information regarding the project to be responsive to those concerns.
- Maintain a public calendar with public meetings, neighborhood meetings, project activity dates, Channel 18 times/dates, neighborhood construction, project deadlines, etc. The calendar will provide a single point of access for wastewater activities.
- Establish a regular schedule of office hours with a minimum of 4 hours per week and one Saturday morning per month.
- Help prepare and implement community sewer project plans to organize neighborhood activity in an efficient and user-friendly manner. Help organize and work with neighborhood liaisons.
- Communicate major dates and activities to local news outlets
- Communicate project information to the Board of Selectmen on a monthly basis
- Organize broader town-wide meetings as appropriate
- Help facilitate multiple communication strategies, i.e., web-site, Channel 18, letters, newspapers
- Develop and maintain social media forums
- Utilize up to two town-retained summer students for a ten-week period to support the outreach effort with a focus on social media and engagement of the public in the Phase 2 project area.

Wastewater Plan Coordination Tasks

- Work with responsible town departments to ensure the Harwich CWMP Development of Regional Impact Decision document requirements are met as listed in the 9/22/16 letter from the Cape Cod Commission. Create an activities list and track plan submissions, contract deliverables, document requests and submissions to the Cape Cod Commission, other legal and/or regulatory agencies.
- Coordinate Pleasant Bay Alliance activities as related to the Harwich Comprehensive Wastewater Management Plan.
- Develop and maintain a comprehensive Wastewater Information Library (hardcopy & electronic) as a community resource.

Financial

- Report on project budget/spending accounts on a quarterly basis.
- Develop and maintain a financial database to document all identified grant opportunities and status of planned and ongoing grant/aid applications and deadlines. Coordinate with other town departments and establish a calendar of dates for each grant application to be submitted including, completion, sign off, etc.
- Communicate financial concerns and questions received while working with the public to the

WSC and Administration.

Reporting Structure

- Report to the Harwich Town Administrator with dotted- line responsibility to work with the Wastewater Support Committee.

SECTION 2

Project Experience

DESIGN/BUILD WASTEWATER TREATMENT FACILITY SERVICES

a.d. makepeace company



The A.D. Makepeace Company selected Weston & Sampson to provide a wide range of water and wastewater engineering and owner's project management services for a large private development in southeastern Massachusetts. This mixed-use, residential development concentrates its footprint through the use of innovative local bylaws and modern conservation concepts to maximize open space and protect local resources within the project area.

Services for this project have included developing a wastewater system, including collection, treatment, and groundwater discharge for the proposed development, along with an assessment of impacts to the adjacent resource areas. Our work included providing extensive assistance with local special permit approvals, Massachusetts Environmental Policy Act (MEPA) process review (Expanded Environmental Notification Form and Final Environmental Impact Report), and the Massachusetts Department of Environmental Protection (DEP) Groundwater Discharge Permit.

Our wastewater engineering services consisted of developing a siting and process selection analysis for the Wastewater Treatment Facility (WWTF) and effluent disposal fields to serve the proposed development. The wastewater facility and disposal systems will ultimately be capable of treating approximately 400,000 gallons per day.

Following that, Weston & Sampson was charged with assembling a team to construct and eventually operate the WWTF under a Design-Build-Operate contract. We assumed the role of Construction Manager at Risk, coordinated the construction effort, and acted as Owner's Project Manager. Weston & Sampson's affiliate firm, Weston & Sampson Services, will operate the collection system for the next five years.

Weston & Sampson also provided permitting and engineering services for the development, treatment, storage, and distribution design of the drinking water system for the development. Our services included source (Water Management Act) permitting and approval. Weston & Sampson designed the well development, treatment facility, storage tank, and distribution system. We also provided project management services for the procurement and construction of a water treatment, storage, and distribution system. We provided construction services for this portion of the project by soliciting quotes from qualified contractors, final contractor selection, on-site construction observation, and managing the overall construction as the Owners Project Manager in concert with the ongoing wastewater treatment and collection system construction. Our affiliate, Weston & Sampson Services will then operate the water distribution system for the next five years.

- design/build WWTF project
- construction manager at risk services for WWTF
- owner's project manager services for water system work
- coordinated effort of Weston & Sampson affiliate firms
- significant permitting assistance

client contact

James Kane
A.D. Makepeace Company
158 Tihonet Road
Wareham, MA 02571
508-295-1000
jkane@admkepeace.com

WWTF EVALUATION, DESIGN, CONSTRUCTION SERVICES, AND PERMIT COMPLIANCE ASSISTANCE

town of hopedale, massachusetts



Weston & Sampson performed an evaluation of the Town of Hopedale's 588,000-gpd advanced secondary wastewater treatment facility (WWTF). The facility includes preliminary treatment with grinding, pumping, and grit removal; primary settling; secondary biological treatment using a combination fixed and suspended growth system with final settling; tertiary effluent filtration; and ultraviolet disinfection.

Weston & Sampson evaluated the WWTF's treatment processes, including solids handling/disposal and septage receiving, as well as the existing conditions of the entire treatment facility, including structural, architectural, HVAC, electrical, instrumentation, and controls. We also assessed the facility's ability to meet new NPDES discharge permit limits, particularly metals and nutrients; projected future flows and loads; identified capital repair, replacement, and modernization needs, as well as potential energy efficiency and energy improvements; reviewed capital and operating budgets; evaluated impacts from potential future NPDES discharge permit limits; developed planning-level cost estimates; and prioritized needed WWTF improvements.

Weston & Sampson worked with the town to design improvements to the WWTF funded through the Massachusetts State Revolving Fund (SRF) program. These included a new building addition for the new influent screening process, new secondary clarifier flow splitter box, new larger diameter/deeper secondary clarifiers, return activated sludge (RAS) and waste activated (WAS) sludge pumping improvements, new ultra-violet disinfection equipment, and miscellaneous electrical, controls, and HVAC improvements. The WWTF process improvements are aimed at assisting the facility with meeting current NPDES limits and improving effluent quality. The project is currently under construction with a projected completion date of fall 2018. We are providing resident representative construction services for this project.

The project also includes the preparation of permit-required reports to the EPA evaluating the WWTF's ability to provide metals and nutrients treatment. The nitrogen optimization report, which evaluated the facility's ability to reduce nitrogen to the maximum extent practical, included the review of past and current data and process control, as well as recommendations for additional nitrogen reduction measures. The aluminum and phosphorus evaluation reports will evaluate the ability of the WWTF to meet the aluminum discharge limit of 0.11 mg/l and phosphorus seasonal discharge limit of 0.16 mg/l.



- process evaluation and condition assessment
- sludge handling/disposal
- septage receiving and treatment
- NPDES permit compliance
- metals and nutrient treatment evaluation
- upgrade design engineering services

client contact

Tim Watson, Manager
Water & Wastewater Department
Hopedale, Massachusetts
508-634-2080
twatson.hopedale@comcast.net

SEA STREET PUMP STATION UPGRADES – OPM SERVICES

town of nantucket, massachusetts



Weston & Sampson is currently providing the Town of Nantucket with Owner's Project Management (OPM) services related to improvements to the Sea Street Pump Station. The Sea Street Pump Station was originally designed in 1928 by Weston & Sampson. Located in the historic district of Nantucket, the original pumping station was designed as a two-story brick building with wood doors, wood windows and muntins, wood railing and balusters, wood gutters, and a copper and slate roof. Since that time, the pumping station underwent upgrades in 1981, 1991, and 1994. These upgrades included general modifications to the pumping station equipment and process areas. The 1981 pump station upgrade included the construction of an additional brick building, which currently houses the generator and sewage grinder. As a result of storm damage, the slate and copper roof on the original building has been replaced with asphalt shingles. Much of the original main building envelope, including brick siding, doors, windows, and trim work remained unchanged.

The Sea Street Pump Station is the town's main pump station; it pumps approximately 70% of the town's wastewater flow to the Surfside Wastewater Treatment Facility (WWTF). As a seasonal community, the Town of Nantucket experiences large fluctuations in wastewater flow, ranging from approximately 1 mgd to 5.4 mgd. The wastewater flow can be conveyed from the Sea Street Pump Station to the WWTF via a single or a dual force main.

Current project upgrades include:

- Building envelope improvements, including repairs to the doors, windows, trim, and brick siding, as well as replacement of the roofing
- Replacement of the pumps, pump controls, sewage grinder, piping and valves
- Demolition of the 1981 building addition
- Upgrades to the electrical system, including a new generator
- Upgrades to the HVAC, odor control, and SCADA systems
- Flood mitigation/protection

Weston & Sampson was brought on to provide OPM services during an advanced stage of the design phase, requiring an immediate acclimation to the progress of work. In our role as OPM, it was necessary to introduce tracking protocols for documenting and communicating current and projected conditions with respect to the approved scope of work, available town budget, and adherence to critical milestones within the overall project schedule. These issues are of ongoing significance as the project is committed to meeting provisions associated with attachment of a 0% interest loan as provided under MassDEP Clean Water State Revolving Fund (CWSRF) program. The construction contract is being bid in accordance with MGL c. 149, §44A to 44J, as amended.

Continued Next Page

client contact

David Gray
Chief WWTP Operator
Southshore Road
Nantucket, Massachusetts
508-228-4824
dgray@nantucket-ma.gov

SEA STREET PUMP STATION UPGRADES – OPM SERVICES (CONT.)



Weston & Sampson provided comprehensive OPM services, including:

- Work cooperatively with the town and the engineer to provide an open platform for exchanging updated information related to progress and/or changes to scope, budget, and schedule
- Establish routine protocols for communicating and reporting on the project status, including coordination of team conferences and maintenance of a comprehensive project file
- Prepare monthly reports and provide recommended measures to address deviations in the status of the project budget and schedule
- Attend on-site meetings and represent the town throughout the duration of work, including BOS and construction progress meetings
- Perform a constructability review of the 90% Contract Documents
- Assist with review and evaluation of all filed sub-bids and general bids and make recommendations in compliance with related provisions under MGL c.149
- Provide general oversight during the construction phase with specific attention to the contractor's adherence to schedule and related project cost impacts
- Review change orders and provide support to the town in evaluating the engineer's recommendations for adjustments to the contract price and completion time
- Assist with review and evaluation of contractor's request for substantial completion
- Support the town in overseeing other project closeout activities, including preparation of designer, contractor, and subcontractor evaluations for submittal to DCAMM

Construction is projected for completion in the winter of 2018.

VALUE ENGINEERING STUDY OF WWTF UPGRADE FOR 20-YEAR WASTEWATER MASTER PLAN

town of uxbridge, massachusetts



The Town of Uxbridge owns and operates a 1.5 MGD activated sludge based Wastewater Treatment Facility (WWTF). The aging facility has not undergone any major upgrades since it was constructed, and the equipment is becoming much less reliable and more difficult to maintain. In addition, in 2013 a new National Pollutant Discharge Elimination System (NPDES) Permit was issued with more stringent effluent limits requiring additional process improvements. To address these needs, the Town with the help of its consultant, has developed a conceptual upgrade that includes approximately \$44 million worth of improvements to existing systems and processes, as well as several new processes and facilities.

Upon completion of the conceptual design, the town selected Weston & Sampson to perform a Value Engineering (VE) study to identify and recommend alternatives to the proposed design that could reduce capital costs while still providing the basic functional requirements to meet the project intent.

Weston & Sampson assembled a three-person team of highly experienced experts in wastewater planning, detailed design, and construction who together with the assistance of facilitators from its consultant Keville Enterprises conducted the five-phase study in just three days.

The VE Team generated 35 initial ideas that were then evaluated based on Initial Cost; Operation and Maintenance (O&M) and Life Cycle Cost (LCC); Energy Efficiency; Permit Compliance; Schedule Impact; Process Redundancy/Reliability; Operability; and Constructability. The objective of this evaluation was to identify ideas with the most promise to achieve savings while preserving functions or improving operations and safety.

In addition to the various technical alternatives, the team considered alternate financing approaches, including a phased construction approach that could provide both cost/rate leveling and hedge against possible future permit modifications and technology advances that might make some proposed improvements effectively obsolete.

The VE Team developed in greater detail the top 16 VE alternatives including preparing write-ups and detailing the proposed ideas, their feasibility, benefits, potential impediments, and order of magnitude cost comparisons. The study identified as much as \$10 million in potential capital construction cost savings, almost 25% of the total projected project cost.

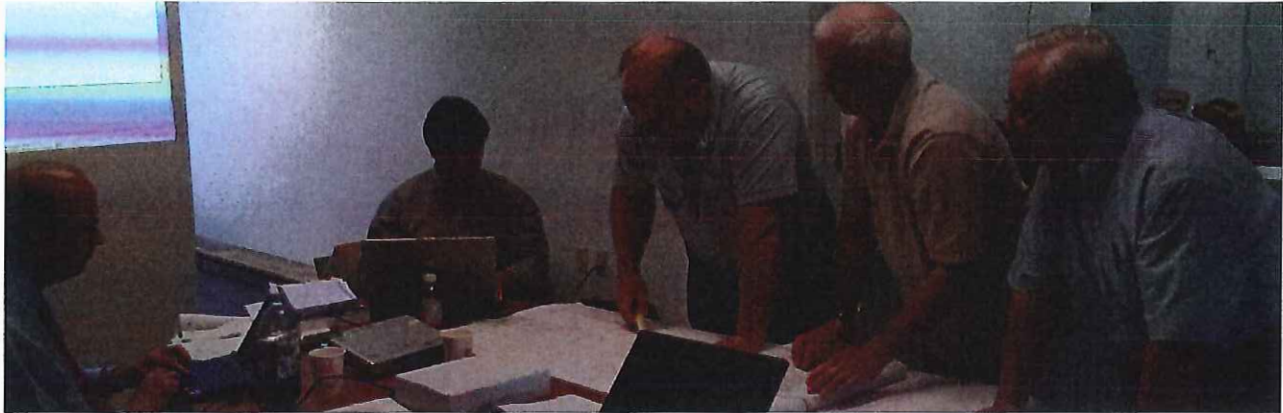
- value added constructability and operability recommendations
- enhanced project financing/funding recommendations
- completion of five-phase study in three days
- identification and evaluation of 35 VE alternatives and various alternate financing approaches
- identification of approximately \$10 million in potential capital construction cost savings

client contact

Benn S. Sherman, PE
Director of Public Works
Town of Uxbridge
508-278-8616
bsherman@uxbridge-ma.gov

VALUE ENGINEERING SERVICES FOR WASTEWATER TREATMENT AND EFFLUENT DISPOSAL FACILITY

town of yarmouth, massachusetts



Weston & Sampson was selected to perform a value engineering (VE) study of the initial phase of Yarmouth's wastewater facilities project. With our teammate, Value Management Strategies, we conducted a 40-hour evaluation of the 2.24-mgd wastewater treatment facility and main pump station. Although the design was at the 90 percent stage, we were able to identify an approach that saves in excess of 5 percent of capital cost on the estimated \$35 million project.

The evaluation also reviewed the decision to abandon the existing Yarmouth-Dennis septage treatment facility, and building new facilities to handle septage loads at the proposed new SBR facility. That review also evaluated the treatment plant's design with an eye toward the projected growth and expansion of the proposed sewer system and the seasonal nature of wastewater flows in Yarmouth.

Weston & Sampson Services is the contract operator of the septage treatment facility. As part of that contract, Weston & Sampson Engineers conducted a planning-level review of capital improvement needs and associated costs to determine the minimum investment required to maintain the operation and performance of the >20-year-old facility over the short and long term. Should the town decline funding construction of the new wastewater plant, this evaluation will become the basis of a preliminary design effort to ensure existing facilities remain available to residents.

The town needed assistance to conduct the VE study on a fast-track basis. Accordingly, Weston & Sampson committed staff from multiple offices to ensure that the schedule was met. Overall, the study was completed and the report issued within four weeks of a notice to proceed. Findings were presented to town officials well in advance of the scheduled Town Meeting vote to fund the project construction, and to provide assurances of the accuracy of project cost estimates included in the appropriation articles.

client contact

Jeff Colby
DPW Director
Yarmouth Department of Public
Works
508-398-2231 x. 1291
jcolby@yarmouth.ma.us

SECTION 3

Project Team

BACKGROUND

2019-Present
Chief Executive Officer
Weston & Sampson

2005-2019
President/Chief Executive Officer
Weston & Sampson

2002-2004
Chief Operating Officer
Weston & Sampson

1999-2002
Vice President
Weston & Sampson

1993-1999
Associate
Weston & Sampson

1991-1993
Project Manager
Weston & Sampson

1989-1991
Senior Project Engineer
Weston & Sampson

1987-1989
Project Engineer
Weston & Sampson

1985-1987
Associate Project Engineer
Weston & Sampson

1982-1983
Engineer
Michael Baker, Jr.

EDUCATION

1985
Master of Science, Environmental
Engineering
Northeastern University

1981
Bachelor of Science, Civil
Engineering
Worcester Polytechnic Institute

PROFESSIONAL REGISTRATION

Maine
Massachusetts
New Hampshire
Connecticut
Rhode Island

Mike, chief executive officer of Weston & Sampson, has more than 30 years of civil engineering experience. He provides our transportation, solid waste, wastewater, and water divisions with management and training to support various projects.



SPECIFIC PROJECT EXPERIENCE

Silver Beach Wastewater Treatment Facility, Falmouth, Massachusetts. Principal-in-charge of a new 0.060-mgd sequencing batch reactor advanced treatment facility to meet groundwater discharge permit requirements of 10 milligrams per liter biochemical oxygen demand (BOD), total suspended solids (TSS), and total nitrogen, and including the design of a SCADA system to control the treatment process.

Wastewater Facility Upgrades, Yarmouth, Massachusetts. Peer reviewer for the upgrade of the town's wastewater system and treatment facility. Developed recommendations to save significant capital costs associated with the proposed treatment facility expansion.

Peer Review Eastham Water System. Peer reviewer for the town's new water system and facilities. Developed recommendations to save significant capital costs associated with the proposed project.

Septage Pilot Study, Mashpee, Massachusetts. Project engineer for this study, which involved piloting sequencing batch reactors treatment technology for treating raw septage. Used a two-step process including preliminary bench-scale work and full-scale pilot operations.

Septage Lagoon Rehabilitation Plans, Various Locations. Project engineer for the design of septage lagoon rehabilitation plans for Kingston, Marshfield, and Mashpee, Massachusetts.

Wastewater Facility Planning, Various Locations. Project engineer for the wastewater facility plans for Mashpee and Wrentham, Massachusetts, including needs assessment, water quality studies, public participation, and evaluation of alternatives. Also, developed and prepared the scope of work and obtained Department of Environmental Protection approval for funding the facility plan update in Sandwich, Massachusetts, and assisted with facility planning in Brooklyn, New York, and Coventry, Rhode Island.

Wastewater Treatment Plant Upgrade, Sturbridge, Massachusetts. Project manager for the upgrade of the town's wastewater treatment plant.

Sewer and Pump Station Designs, Wrentham, Massachusetts. Project engineer for the design of interceptor sewers, lateral sewers, four pumping stations, and low pressure sewers.

Pump Station Improvements, Boston Water and Sewer Commission. Project manager for a complete evaluation of the BWSC's six sanitary and stormwater pump stations, including an evaluation of a supervisory control and data acquisition (SCADA) system for the pump stations, which range in size from 2 to 300 mgd. Directed design and construction services for the pump station improvements identified in the evaluation phase.

PROFESSIONAL SOCIETIES

Water Environment Federation

Solid Waste Association of North
America

PAPERS & PRESENTATIONS

June 2014

"Vetting Solid Waste Alternatives,"
presented at New England Chapter
APWA Summer Conference

Scipione, "Weston&Sampson
Reclaims Growth and Builds Strong
Backlog in 2013 as Some Spending
Returns in Water," Environmental
Business Journal, November 2013

February 2011

"EBC Energy Seminar: Solar
Energy Brownfields, Landfills and
Project Development," presented at
EBC New England

Sewer Expansion Program, Gloucester, Massachusetts. Project engineer for the design of two custom pumping stations, interceptor sewers, and lateral sewers as part of a \$30 million sewer expansion program serving environmentally sensitive areas in the city.

Outfall Improvements, Logan Airport, Boston, Massachusetts. Project manager for the design and construction of water pollution control improvements at the North and West outfalls at Logan International Airport for the Massachusetts Port Authority.

Sewer and Pump Station Designs, Coventry, Rhode Island. Project engineer for the design of lateral sewers and two pumping stations, including preparation of construction documents, bidding assistance, and construction administration services on two lateral sewer projects.

Wastewater Interceptor Replacement, Devens, Massachusetts. Project manager for the design and construction management of a wastewater interceptor replacement required to upgrade the wastewater system for redevelopment of a large portion of the former US Army Base.

Water and Wastewater Infrastructure for Private Client, Southeastern Massachusetts. Principal-in-charge for the assessment and development of a new water system and decentralized wastewater infrastructure for 1,200 residential and mixed use commercial properties. Managed the entire new water infrastructure system, including wells, pumping stations, a storage tank, and all transmission lines. Developed the wastewater system as a design/build/operate project included the piping, manholes, and a wastewater treatment facility and treatment facility.

Wastewater Treatment Facility Upgrade, Governor Dummer Academy, Byfield, Massachusetts. Project manager for the study and design of modifications required at the 30,000-gpd wastewater treatment facility to comply with a more stringent NPDES permit. Design included installation of an equalization basin, UV disinfection, sand filter, sludge drying bed and a sewage grinder; decommissioning two pump stations and an effluent polishing lagoon; a sludge bed; and the facility's electrical system.

Treatment Facility Study, Montague, Massachusetts. Project engineer for the capacity and upgrade study of a 2-mgd activated sludge treatment facility. Recommendations included replacing the solids de-watering equipment, upgrading the septage receiving area, and installing additional sludge storage and a gravity belt thickener.

Infiltration/Inflow and Sewer System Evaluation Surveys, Various Locations. Engineer for projects that recommended sewer separation, facilities repairs, and in-situ rehabilitation in Brooklyn, New York, and Melrose and Winchendon, Massachusetts.

Wastewater Facilities Upgrade, Brooklyn, New York. Engineer for the design of an upgrade a 200-mgd activated sludge wastewater treatment plant and digested sludge pumping station and force main.

Spectacle Island Material Disposal System, Boston, Massachusetts. Project engineer for MassHighway's Spectacle Island material disposal system for the Central Artery/Tunnel project.

Landfill Closure Projects, Cape Cod. Project engineer/manager for landfill closures for Harwich, Mashpee, Truro, Eastham, Chatham, and Falmouth, Massachusetts

Solid Waste Transfer Stations on Cape Cod, Mashpee, Massachusetts. Project engineer/manager or Principal for engineering the transfer stations in Falmouth, Mashpee, Brewster, Orleans, Eastham, Chatham and Truro.

Landfill Post-Closure Use Projects, Various Locations. Project manager for the planning, design, and/or construction management of landfill post-closure use projects in the communities of Mashpee, Eastham, Barnstable, Falmouth and Dennis, Massachusetts.

SEMASS Ash Landfill, Carver, Massachusetts. Project engineer for solid waste assistance for the landfill.

Ash Monofill Expansion, Peabody, Massachusetts. Project engineer for the feasibility study and permitting of the expansion of the North East Solid Waste Committee's ash monofill in Peabody.

Department of Public Works Facilities, Various Locations, Massachusetts. Provided oversight for a feasibility study and schematic design for an addition to the DPW facility in Lynnfield, as well as the design and implementation of services for the construction of a new pre-engineered vehicle storage facility for the Town of Wakefield DPW. Also worked on DPW projects for the communities of Bedford, Bellingham, Chatham, Chelmsford, Framingham, Franklin, Lexington, Weston, Winchester, and Yarmouth.

On-Call Engineering Services, Falmouth, Massachusetts. Principal-in-charge of on-call engineering services for the town.

BACKGROUND

2016-Present
Principal
Weston & Sampson

2000-2016
Senior Vice President
Weston & Sampson

1987-2000
Vice President
Weston & Sampson

1983-1987
Associate
Weston & Sampson

1975-1983
Project Manager
Weston & Sampson

1973-1975
Sanitary Engineer
Weston & Sampson

1970-1973
Engineering Aide
Delano & Keith, Inc.

EDUCATION

(course requirements completed)
Master of Science
Environmental Engineering
Northeastern University

1973
Bachelor of Science
Civil Engineering
Worcester Polytechnic Institute

1980
Certificate of Value Engineering
The Environmental Protection
Agency and the Society of
American Value Engineers

PROFESSIONAL SOCIETIES

New England Water Environment
Association

Water Environment Federation

HONORS

1991
Recipient of the Water Environment
Federation's Sidney Bedell Award

Fran has more than 40 years of civil engineering experience and serves as principal on many of the firm's comprehensive wastewater and water resource management planning and design efforts. He has served as project director for a wide range of wastewater planning, design, funding, and construction projects throughout New England, with specialized experience in developing financing plans for municipal wastewater projects.



SPECIFIC PROJECT EXPERIENCE

Wastewater Collection and Treatment Systems Upgrades, Chatham, Massachusetts. Principal-in-charge of the owner's project management support services for the upgrades of the town's wastewater collection and treatment. The effort included assisting the Town in negotiating engineering design and construction services agreements; critical project change order reviews and mediation; and assistance in negotiating final construction administration contract amendments.

Wastewater System Planning, Bourne, Massachusetts. Provided review and evaluation of the remaining capacity in their existing wastewater system. Reviewed, compiled, and correlated data from current billing records, sewer system plans, and sewer betterment summary tables to develop a comprehensive inventory of wastewater flow allocation. Provided several recommendations for the Town of Bourne to assist in the review and decision of future sewer connections or permitted flow increases.

Sewerage Facilities, Coventry, Rhode Island. Project director for planning, design, and construction of this fast-track project, which included more than 4 miles of sewers, improvements to 1.4 miles of existing sewers, a siphon crossing underneath a river, and a wastewater pump station.

Wastewater Collection System Expansion, Scituate, Massachusetts. Principal-in-charge for the design and construction of Phases I and II of the town's wastewater collection system expansion project, consisting of more than 14 miles of gravity, low-pressure, and force main sewers, five wastewater pumping stations, and approximately 50 individual residential grinder pumps.

Multiple Sewer Contracts, Chelmsford, Massachusetts. Project director and principal-in-charge for the design and construction of multiple construction contracts for sewers, interceptors, and custom and packaged pump stations in with total construction costs in excess of \$109 million. Responsibility also included two planning studies required prior to design and construction.

Upper Taunton River Regional Wastewater Plan, Massachusetts. Project Director for the Upper Taunton River regional wastewater plan, which prompted by communities' inability to implement wastewater solutions within their own municipal limits. Evaluated regional sewer needs and alternatives for 14 communities, focusing on treatment facilities in Bridgewater, Brockton, Mansfield, and Taunton.

New Silver Beach Area Wastewater Management Plan, Falmouth, Massachusetts. Project director for the new Silver Beach area wastewater management plan, which resulted in the design of one of Cape Cod's first decentralized wastewater solutions serving an environmentally sensitive area.

Comprehensive Water Resource Management Plan, Norton, Massachusetts.

Principal-in-charge for development of this plan, which included negotiations with Taunton and Mansfield, inter-municipal agreements, passage of special legislation related to sewer system financing, and the formation of the MFN Regional Sewer District.

Comprehensive Wastewater Management Plan Update, East Bridgewater, Massachusetts.

Principal-in-charge for the update of this plan and related projects, including design of the Town's first public sewer extension and development of capital cost sharing, capacity allocation, and user charge policies and procedures.

Horseneck Beach Decentralized Wastewater Project, Massachusetts.

Principal-in-charge for the Department of Conservation and Recreation's Horseneck Beach decentralized wastewater project, which included a multi-faceted approach to beachfront wastewater management.

Wastewater Treatment Feasibility Study, Wrentham, Massachusetts.

Project director for a three-part study to update the town's wastewater facilities plan. Provided recommendations for sewerage the area around the town's three lakes, and upgrading the existing 0.54-mgd wastewater treatment facility at the Wrentham State School

Comprehensive Wastewater Management Plan, Concord, Massachusetts.

Project director and finance specialist for the final needs analysis/alternatives evaluation component of the town's comprehensive wastewater management plan.

Alternative Wastewater Collection Systems, Orleans, Massachusetts.

Principal-in-charge of the wastewater system preliminary design and cost evaluations conducted for alternative wastewater collection systems the town. Compared and analyzed connection sewer system costs to costs for alternative STEP/STEG systems.

Decentralized Wastewater Collection System, Harvard, Massachusetts.

Principal-in-charge of the planning, financing, design, and construction management for the town's decentralized wastewater collection system to provide sewer service to the downtown area using the under-utilized wastewater treatment facility originally designed to serve the town's public schools.

Middlesex School Wastewater Treatment Facility Upgrade in Concord, Massachusetts.

Project director for the project which included the design of a 0.060 million gallon per day (mgd) membrane biological reactor advanced wastewater treatment facility to meet effluent permit requirements of 10 milligrams per liter (mg/l) of biochemical oxygen demand and total suspended solids, 1.0 mg/l ammonia nitrogen, and 0.20 mg/l phosphorus.

Advanced Wastewater Treatment Facility, Southbridge, Massachusetts.

Project director involved in the design of upgrades to the Southbridge, Massachusetts 3.77 mgd average/13.8 mgd peak advanced wastewater treatment facility. Specific responsibilities included the design of a new secondary clarifier, septage receiving system, return sludge pump station, and Supervisory Control and Data Acquisition (SCADA) system.

Charles L. Sumner

14 Herring Brook Lane
Brewster, MA 02631
774-353-7033
charleslsumner33@gmail.com

PROFILE

Good communicator, who values open government and democratic processes. A team oriented manager, with a passion for leadership and public service. Results oriented problem solver, who welcomes challenges. An accomplished local governmental manager and leader, with expertise in the following areas:

- Budget and capital planning
- Organizational development
- Financial management
- Human resources management
- Emergency management
- Project management
- Strategic planning
- Policy facilitation
- Economic development
- Intergovernmental relations

PROFESSIONAL EXPERIENCE

Executive Director, Pleasant Bay Community Boating (PBCB) - March, 2016 to January, 2019

Served as the Chief Administrative Officer for PBCB, which is a not-for-profit 501(c)(3) organization offering boating, marine education and environmental stewardship opportunities to residents and visitors to the Pleasant Bay region. PBCB is dedicated to serving all members of the community including those with physical, developmental and cognitive disabilities, as well as under served families and at-risk youth. PBCB is located at the head of Pleasant Bay and is consists of a 3.6 acre campus with 750 feet of frontage on the bay.

Town Administrator, Town of Brewster, MA – October, 1986 to October, 2015

Appointed as Brewster's first Town Administrator under a new Town Code provision, reporting to a five member elected Board of Selectmen. The Town of Brewster is a retirement/resort based community located on Cape Cod with a permanent population of 10,000 residents that increases to 35,000 residents in the summer tourism season. The Town's annual budget is approximately \$45 million, with a capital expenditure program of \$1.5 million. The Town has a AAA bond rating with \$2 million in their Stabilization Fund. During my service I have participated in managing over \$80 million in capital improvements to Town and School facilities. I also serve as the Town's Chief Procurement Officer and the Assistant Emergency Management Director. I was

responsible for collective bargaining negotiations with the Town's five employee labor organizations.

Town Administrator, Town of Littleton, MA — October, 1981 to October, 1986

Served as the chief administrative officer for a five member elected Board of Selectmen. Responsible for the day to day administration of town government, including the supervision of department heads, intergovernmental relations, personnel administration, purchasing, collective bargaining and policy implementation.

Acting Town Manager, Town of Acton, MA — May, 1981 to October, 1981

Responsible for the day to day administration of town government, including the supervision of department heads, intergovernmental relations, personnel administration, purchasing, collective bargaining and policy implementation.

Administrative Assistant, Town of Acton, MA — June, 1980 to May, 1981

Assisted the Town Manager in the administration of the manager's duties and responsibilities, including the research, planning and development of governmental programs, supervision of department heads, budget development and preparation, personnel administration, purchasing and collective bargaining.

Community Safety Planner, Town of Arlington, MA — July, 1979 to April, 1980

Responsible for developing program to consolidate police and fire divisions. Responsible for the divisional planning and analysis of administration and managerial procedures. Assisted in the formulation and implementation of short and long range budget estimates, collection and interpretation of relevant statistical data, design of program evaluation, and performance of cost benefit analysis.

EDUCATION

Northeastern University, Boston, MA — Masters in Public Administration, June 1980

Suffolk University, Boston, MA - Bachelor of Arts - June, 1977

CURRENT COMMUNITY SERVICE

- Town Moderator for the Town of Brewster
- Board of Directors for the Association for the Preservation of Cape Cod
- Board of Directors for the Brewster Conservation Trust
- Board of Directors for the Cape Cod Conservation District
- Chairman of the Cape Cod Technical High School-Building Committee
- Member of the Brewster Ladies Building Committee
- Member of the Brewster Fire Department Building Committee
- Participated in numerous fundraising activities for several not-for-profit organizations

SECTION 4

Project References & Certificates

In this section, we provide the following client references and certificates.

Town of Chatham, Massachusetts
Jill R. Goldsmith, Town Manager
549 Main Street | Chatham, MA 02633
508-945-5105 | jgoldsmith@chatham-ma.gov

Town of Yarmouth, Massachusetts
Jeff Colby, Director of Public Works
99 Buck Island Road | West Yarmouth, MA 02633
508-398-2231 ext. 1291 | jcolby@yarmouth.ma.us

Town of Bourne, Massachusetts
Thomas M. Guerino, Town Administrator
Bourne Town Hall
24 Perry Avenue- Room 101 | Buzzards Bay, MA 02532
508-759-0600 ext. 1503 | tguerino@townofbourne.com

Town of Nantucket, Massachusetts
Robert McNeil, Director Public Works
188 Madaket Road | Nantucket, MA 02554
508-228-7244 | rmcneil@nantucket-ma.gov

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Weston & Sampson Engineers, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
55 Walkers Brook Drive, Suite 100

6 City, state, and ZIP code
Reading, MA 01867

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
OR										
Employer identification number										
0	4		-	2	6	0	1	1	9	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Aurora Alushaj</i>	Date ▶ <i>3/12/19</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Administrative Staffing \$ and FTE
FY15 - FY20 SC Voted Budget

FormattedAccount	Description	2Description	3	4	5	6	7	FY20SCVotedBudget	FY19Budget	FY18Actuals	FY17Actuals	FY16Actuals	FY15Actuals	FTE FY20	FTE FY19	FTE FY18	FTE FY17	FTE FY16	FTE FY15	
1000.30.1210.100.105.005.0721	Supt. Prof Salaries	Location: District - 30	1210	100	105	005	0721	\$178,149	\$178,149	\$178,149	\$173,862	\$169,680	\$165,600	1.0	1.0	1.0	1.0	1.0	1.0	
1000.30.1210.200.105.005.0722	Supt. Clerical Salaries	Location: District - 30	1210	200	105	005	0722	\$64,400	\$65,446	\$67,507	\$65,441	\$64,214	\$63,085	1.0	1.0	1.0	1.0	1.0	1.0	
1000.30.1410.100.150.005.0781	Salaries Business Manager	Location: District - 30	1410	100	150	005	0781	\$129,292	\$129,292	\$129,186	\$124,797	\$121,753	\$120,250	1.0	1.0	1.0	1.0	1.0	1.0	
1000.30.1410.110.101.005.0781	Salaries Treasurer	Location: District - 30	1410	110	101	005	0781	\$44,778	\$44,778	\$44,778	\$43,719	\$42,686	\$40,818	0.4	0.4	0.4	0.4	0.4	0.4	
1000.30.1410.200.150.005.0782	Business & Finance Other Salaries	Location: District - 30	1410	200	150	005	0782	\$186,960	\$187,311	\$186,860	\$187,033	\$176,752	\$225,285	3.0	3.0	3.0	3.0	3.0	4.0	
1000.30.1420.200.170.005.0802	Benefits & Personnel Clerical Salaries	Location: District - 30	1420	200	170	005	0802	\$55,417	\$55,066	\$53,731	\$53,953	\$53,517	\$51,503	1.0	1.0	1.0	1.0	1.0	1.0	
1000.30.1450.300.160.005.0863	District Info Mgmt Oth Salaries	Location: District - 30	1450	300	160	005	0863	\$0	\$0	\$275,203	\$297,532	\$211,971	\$186,889	1.0	1.0	1.0	1.0	1.0	1.0	
1000.30.2110.100.205.001.0881	Curriculum Director Prof Salaries	Location: District - 30	2110	100	205	001	0881	\$130,574	\$130,566	\$128,274	\$125,212	\$203,469	\$202,471	1.0	1.0	1.0	1.0	1.0	1.0	
1000.30.2110.100.600.002.3401	Special Ed Director Prof Salaries	Location: District - 30	2110	100	600	002	3401	\$128,524	\$128,524	\$128,524	\$144,196	\$121,975	\$121,000	1.0	1.0	1.0	1.0	1.0	1.0	
1000.30.2110.200.205.001.0862	Curriculum Director Clerical Salaries	Location: District - 30	2110	200	205	001	0862	\$32,537	\$63,474	\$63,474	\$61,965	\$60,493	\$59,766	0.5	1.0	1.0	1.0	1.0	1.0	
1000.30.2110.200.600.002.3402	Special Ed Director Clerical Salaries	Location: District - 30	2110	200	600	002	3402	\$54,228	\$54,228	\$54,228	\$52,905	\$51,615	\$67,904	1.0	1.0	1.0	1.0	1.0	1.0	
1000.30.4400.300.160.005.0863	Assessment Compliance	Location: District - 30	4400	300	160	005	0863	\$63,550	\$64,075	\$0	\$0	\$0	\$0	1.0	1.0	0.0	0.0	0.0	0.0	
1000.30.4220.300.760.005.1603	District Facilities Director	Location: District - 30	4220	300	760	005	1603	\$86,550	\$86,550	\$86,660	\$84,610	\$83,886	\$78,978	1.0	1.0	1.0	1.0	1.0	1.0	
1000.30.4400.110.163.005.1641	Technology Director	Location: District - 30	4400	110	163	005	1641	\$110,500	\$110,500	\$110,500	\$104,808	\$107,565	\$106,274	1.0	1.0	1.0	1.0	1.0	1.0	
1000.30.1230.200.105.005.0763	Community Engagement Coordinator	Location: District - 30	1230	200	105	005	0763	\$23,000	\$21,611	\$0	\$0	\$0	\$0	0.4	0.4	0.0	0.0	0.0	0.0	
1000.30.4400.200.105.005.1643	Web Manager	Location: District - 30	4400	200	105	005	1643	\$41,000	\$41,474	\$0	\$0	\$0	\$0	0.6	0.6	0.0	0.0	0.0	0.0	
								\$1,329,459	\$1,361,044	\$1,507,074	\$1,520,033	\$1,469,575	\$1,489,822	15.9	16.4	14.4	14.4	14.4	15.4	
1000.01.2210.100.210.005.3421	Principal Salaries	Location: Chatham Elementary School - 01	2210	100	210	005	3421	\$115,744	\$115,744	\$115,744	\$112,938	\$102,470	\$123,173	1.0	1.0	1.0	1.0	1.0	1.0	
1000.02.2210.100.210.005.3421	Principal Salaries	Location: Harwich Elementary School - 02	2210	100	210	005	3421	\$213,470	\$239,253	\$225,422	\$218,593	\$222,225	\$239,908	2.0	2.0	2.0	2.0	2.0	2.0	
1000.11.2210.100.210.005.3421	Principal Salaries	Location: Monomoy Regional Middle School - 11	2210	100	210	005	3421	\$229,421	\$229,421	\$229,421	\$223,843	\$210,353	\$206,695	2.0	2.0	2.0	2.0	2.0	2.0	
1000.22.2210.100.210.005.3421	Principal Salaries	Location: Monomoy Regional High School - 22	2210	100	210	005	3421	\$347,966	\$352,250	\$343,967	\$334,246	\$321,965	\$232,628	3.0	3.0	3.0	3.0	3.0	3.0	
								\$906,601	\$936,667	\$914,554	\$889,620	\$857,013	\$802,404	8.0	8.0	8.0	8.0	8.0	8.0	
1000.01.4400.300.160.005.0863	Technology Technician	Location: Chatham Elementary School - 01	4400	300	160	005	0863	\$24,408	\$52,270	\$0	\$0	\$0	\$0	0.5	1.0	1.0	1.0	1.0	1.0	
1000.02.4400.300.160.005.0863	Technology Technician	Location: Harwich Elementary School - 02	4400	300	160	005	0863	\$55,723	\$55,723	\$0	\$0	\$0	\$0	1.0	1.0	1.0	1.0	1.0	1.0	
1000.11.4400.300.160.005.0863	Technology Technician	Location: Monomoy Regional Middle School - 11	4400	300	160	005	0863	\$52,270	\$52,270	\$0	\$0	\$0	\$0	1.0	1.0	1.0	1.0	1.0	1.0	
1000.22.4400.300.160.005.0863	Technology Technician	Location: Monomoy Regional High School - 22	4400	300	160	005	0863	\$50,939	\$50,939	\$0	\$0	\$0	\$0	1.0	1.0	1.0	1.0	1.0	1.0	
								\$183,340	\$211,203	\$0	\$0	\$0	\$0	3.5	4.0	4.0	4.0	4.0	4.0	
								TOTAL	\$2,419,400	\$2,508,914	\$2,421,628	\$2,409,653	\$2,326,589	\$2,292,226	27.4	28.4	26.4	26.4	26.4	27.4

HARWICH HARBORMASTER DEPARTMENT

February & March 2019 Monthly Report

Operations

- Grappled chain from Saquatucket Harbor (SAQ) buoy # 12; the buoy hardware broke due to icing conditions and it drifted free. The buoy was repaired and put back on station.
- At the request of local law enforcement officials towed the S/V KIKI to a slip closer to the marina entrance so they execute a search warrant. The owner was arrested on site for drug charges.
- Towed the S/V KIKI to the ramp to be hauled out and taken to Karls Boat Shop.
- Assisted the Natural Resources Department with clearing brush from the herring runs.
- Assisted F/V Three Sons with towing the disabled commercial F/V Godzilla in bound SAQ channel; boat taken in side tow and safely moored at the east pump-out dock.
- Two commercial fishing boats hauled out at SAQ, one for emergency repair of broken shaft and one to clean bottom using the closed loop pressure washing system.

Administration

- Working with TA, prepared Lease Agreement for Snack Shack.
- Completed MA Dept of Marine Fisheries (DMF) commercial fishing vessel survey.
- Completed and submitted quarterly Massworks Dredge grant report.
- Went to waitlist with open (2) 40' Recreational Slip, (3) 0-19' Inner Harbor mooring, (2) 20'-25'11" Inner Harbor Mooring, (1) Round Cove mooring, (1) Outer Harbor mooring, (5) Pleasant Bay mooring and (1) HR North of the Lower County Bridge mooring.
- Prepared and submitted bid and contract documents for the purchase of Artisan Sheds.
- Emailed slip holders and mooring permit holders to remind them of renewal deadlines.
- Reached out to Seasonal Staff to rehire for 2019.
- Sent Harwich Port Boatyard, AGL and Allen Harbor Marine updated mooring master lists.
- Made changes to Waitlist Applications and updated on website.
- Prepared Harbor Management changes to clarify LOA and Manufactured Length Definition, proposed changes will be briefed to WWC and BOS.
- Prepared cross Deputized letters for Orleans, Dennis and Chatham.
- Contacted Cape Abilities for Substitute Custodian, conducted interview of job applicant.
- Contacted Charter/Passenger/Commercial boat captains for updated insurance/USCG Licenses if expired.
- Had roll off dumpster delivered/picked up to clean up Bank Street.
- Updated 30' Commercial waitlist on the website.
- Transients: 1

Maintenance

- Ran fire and dewatering pumps.
- Had a new muffler installed on Marine 77's onboard fire pump.
- Cleaned off outer docks at SAQ and rigged them with reflective bird deterrent tape.
- Shingled the Oil Disposal and Natural Resources sheds.
- Made repairs to marina dock carts.
- Continued to work on emptying out the Bank Street workshop.

Meetings

- Met with rep from blueport to adjust signal strength of wireless internet signal on the docks (warranty work).
- Met with Conservation Agent, Natural Resources Director and rep from Shorefront Consulting on private dock construction request in Wychmere Harbor.
- Attended meeting with TA, Town Counsel, Conservation Agent and attorney representing Wequassett Resort and two abutters over complaints with the completed dredging of Round Cove channel by the County Dredge.
- Met with Mark Kelleher on proposed plan to increase Kelp Farm footprint in Nantucket Sound; advised to seek approval of BOS prior to moving forward with regulations & requirements.
- Prepared briefing material for Joint Fincom & BOS budget meeting, Deputy Harbormaster and Waterways Specialist presented department budget.
- Met with TA on two occasions to finalize SAQ Snack Shack Lease Agreement; served as member of evaluation team of bid proposal from Mr. Joseph Griffiths, Dockside Seafood Shack LLC.
- Conducted on site meeting with Town Planner and DPW Director and staff to go over paving and landscaping site improvements at Saquatucket Harbor.
- Met with Conservation Agent and DPW to review two shoaled areas in Wychmere and Allen Harbor channels that will require dredging by mechanical means; plan to lease Plymouth County excavator with a 50' reach.
- BOS Meetings:
 - 2/4 Ferry passenger capacity increase
 - 3/25 Snack Shack Lease

Health Director Monthly Report March 2019

○ **Departmental news-**

Katie and I attended the annual winter seminar from DEP. This seminar covered topics such as nuisance complaints (odor, dust, noise), PFAS in drinking water and Title 5 updates.

All Community development Departments have been requested to have permits and licenses checked for tax status prior to issuing. This request involves getting a stamp of approval from the tax office for all permits and license application. If a property or person is in a delinquent tax status, the treasurer's office will notify the applicant.

I have been asked to be on the Human Services Grant Committee by Emily Mitchel, the COA Director. This duty will involve reviewing grant applications and choosing recipients.

I was part of the interview committee for the Assistant Town Administrator position. The committee was made up of 6 of us and we interviewed 5 applicants. Results are to be determined.

○ **Wastewater-**

The Wastewater Support Committee has sustained 3 member resignations over the last two months. The fate of this committee is unclear.

I received word from the Department of Public Health regarding a request for a summer intern. The request was granted and I will be meeting the intern in early April with Larry Ballantine. The goal of this intern will involve the CWMP and Phase 2. After meeting with her, I will have a better idea of the scope of services she will provide. Perhaps public outreach, data entry or assisting CDM Smith with other tasks.

I attended the Chatham Realtor meeting to discuss the process for waivers for properties in Phase 2. This well attended meeting spread information to our neighbors about our wastewater plans and how they affect real estate.

○ **Food Service Program-**

The informational seminar for food service workers has been scheduled for April 22nd. This seminar will be held in conjunction with the Brewster Health Department at the Community Center to go over the changes in the Food Code. We will also be offering a Hepatitis A vaccination clinic after the seminar. Hepatitis A outbreaks have been significant over the last 6 months in the food service world. Additionally, a Chokesaver class has been scheduled for April 29th for food service workers too.

The "Meet Your Local Farmer's" event at the Community Center presented this department with issues regarding food permits. The event has been going on for 10 years now yet this is the first year we have known that food is being sold. This fact necessitated a coordination with the Harwich Conservation Trust to get all vendors properly licensed. I am confident that next year will be less stressful.

○ **Wellness Committee-**

The March monthly challenge was a "happiness challenge". This involved a Facebook group and keeping a log of all things happy. This challenge was more thoughtful than physical and it seems many people participated.

The VNA provided a "Nutrition Detective" program to the Elementary School 4th grade students. The school nurse said the program was a great success and will continue to monitor for knowledge retention.

- **Emergency Management-**

I attended the Health and Medical Coordination Committee. Participation in this committee is part of the deliverables for State funding. This meeting gave an overview of what the HMCC is and how they are able to assist during emergencies. This is a resource we can use to obtain assistance such as supplies or manpower.

I participated in the quarterly WebEOC drill. This is a drill of the response of stakeholders in the event of a region or statewide emergency. The WebEOC is an online “emergency operations center” that allows municipalities to communicate as a group, request supplies and share information.

Meggan Eldredge 4.1.19