

SELECTMEN'S MEETING AGENDA*

Donn B. Griffin Room, Town Hall

732 Main Street, Harwich, MA

Regular Meeting 6:30 P.M.

Monday, January 7, 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. PLEDGE OF ALLEGIANCE

III. WEEKLY BRIEFING

IV. PUBLIC COMMENTS/ANNOUNCEMENTS

V. INTERVIEWS FOR INTERIM SCHOOL COMMITTEE MEMBER (Harwich)

- A. Linda Cebula
- B. Dana DeCosta
- C. Tina Games
- D. Charles Gruszka

Interview Process: Each candidate will respond to the following 3 questions (5 minutes total)

1. Why are you interested in this position – will you run for the position?
2. Please describe how your background will benefit the MRSD School Committee
3. What direction or improvements do you see are needed in the system?

The Board of Selectmen and the MRSD Harwich members can ask any follow-up questions prior to the nominations.

VI. CONSENT AGENDA

- A. Minutes – November 5, 2018 Regular Session
- B. Vote to accept the resignation of James Atkinson as a full member of the Planning Board
- C. Vote to rescind the appointment of Patricia Stackhouse to the Harwich Center Initiative
- D. Vote to approve 2019 Annual General License Renewals
- E. Vote to approve and sign the 2019 Seasonal Population Increase Estimate Form

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

- A. Public Hearing – Finance Committee joint meeting with the Board of Selectmen and Capital Outlay Committee on the submitted 7-Year Capital Outlay Plan
- B. Joint meeting with Planning Board to discuss the draft *Single Family Dwelling with Accessory Apartment Zoning By-Law*

VIII. NEW BUSINESS

- A. Appointment of Gregg Winston as a full member of the Harwich Center Initiative Committee
- B. Authorize the Town Administrator to hold a “Dangerous Dog Hearing” under Chapter 140, section 157 relative to a dog attack, and report back on the findings and recommendations

IX. CONTRACTS

- A. Contract to receive Executive Office of Elder Affairs Formula Grant funds for FY 2019 in the amount of \$55,548 - *authorize the Town Administrator to sign*

X. OLD BUSINESS

XI. TOWN ADMINISTRATOR'S REPORT

- A. Green Communities Designation
- B. Contract for Town Wide Radio - Phase 2 (\$13,857.29)
- C. Station 2 Contract – Geotechnical Field Observation (\$12,650.00)
- D. Departmental 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:

Posted by: _____
Town Clerk

Sandra Robinson, Admin. Secretary

Date: _____
January 3, 2019

**TOWN OF HARWICH
NOTICE OF VACANCY
MONOMOY REGIONAL SCHOOL COMMITTEE
HARWICH MEMBER**

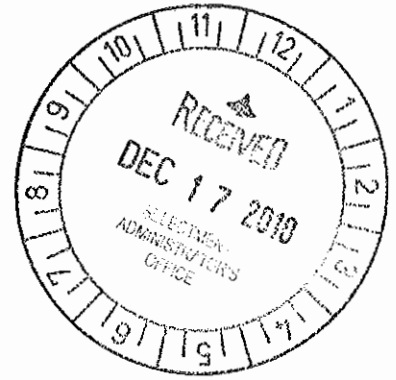
ALL APPLICANTS WILL BE CONSIDERED

The Harwich Board of Selectmen and the Monomoy Regional School Committee is interested in appointing an *Interim member* from Harwich to the Monomoy Regional School Committee. The term of this appointment is effective until the Annual Town Election in May, 2019. Letters of interest are due by January 2, 2019. Interviews to fill the position will be held jointly by the Board of Selectmen and the Monomoy Regional School Committee on Monday, January 7, 2019

TO APPLY: All those having an interest in serving on this committee can submit a letter of interest or fill out a Citizens Committee Vacancy Form available at the Office of Selectmen, 732 Main Street, Harwich or on the Selectmen's Home Page on the Town website.

Harwich Board of Selectmen
Monomoy Regional School Committee

Cape Cod Chronicle
December 13, 2018



**TOWN OF HARWICH
NOTICE OF VACANCY
MONOMOY REGIONAL SCHOOL COMMITTEE
HARWICH MEMBER
ALL APPLICANTS WILL BE CONSIDERED**

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Harwich Board of Selectmen
Monomoy Regional School Committee

The Cape Cod Chronicle
Dec. 13, 2018

Christopher Clark

From: John Giorgio <JGiorgio@k-plaw.com>
Sent: Wednesday, November 28, 2018 8:36 AM
To: Christopher Clark
Cc: Anita Doucette; Julie Kavanagh
Subject: RE: Couple of Items

Hi Chris:

I believe that Section 1.F of the Regional Agreement answers all of your questions. It provides that:

“Any vacancy occurring on the Regional District School Committee for any cause shall be filled by the local Board of Selectmen and the remaining Regional District School Committee members from the town where the vacancy occurs. The members of the Board of Selectmen shall meet in joint session with the remaining members of the Regional School District Committee from the town where the vacancy occurs. A majority of the vote of the members if the joint session shall be required to fill the vacant position. Such replacement shall serve until the next annual town election. at that next annual election, a person will be elected to serve the balance of the unexpired term, if any, which had become vacant.”

Please note that only the remaining school committee members from Harwich are eligible to participate in the joint session.

Please let me know if you have any questions.

John

John W. Giorgio, Esq.
KP | LAW
101 Arch Street, 12th Floor
Boston, MA 02110
O: (617) 556 0007
D: (617) 654 1705
F: (617) 654 1735
C: (617) 785 0725
jgiorgio@k-plaw.com
www.k-plaw.com

This message and the documents attached to it, if any, are intended only for the use of the addressee and may contain information that is PRIVILEGED and CONFIDENTIAL and/or may contain ATTORNEY WORK PRODUCT. If you are not the intended recipient, you are hereby notified that any dissemination of this communication is strictly prohibited. If you have received this communication in error, please delete all electronic copies of this message and attachments thereto, if any, and destroy any hard copies you may have created and notify me immediately.

From: Christopher Clark [mailto:cclark@town.harwich.ma.us]
Sent: Tuesday, November 27, 2018 4:24 PM
To: John Giorgio <JGiorgio@k-plaw.com>
Cc: Anita Doucette <adoucette@town.harwich.ma.us>; Julie Kavanagh <jkavanagh@townofharwich.us>
Subject: Couple of Items

Hi John,

December 5, 2018

To the attention of the Harwich Board of Selectman:

Dear Madame Chair -

I would like to submit my name for consideration for the open seat, being vacated by Steve Craffey, for the Monomoy Regional School Committee.

It has been my great honor to have served in a variety of school and youth-related capacities over the past 15 years, both locally in the Monomoy Regional School District and in the Alexandria City Public Schools system (Virginia).

Whether it was my role as a PTA President, an executive member of the Special Education Advisory Committee, a program coordinator for employment opportunities for our youth with disabilities, a member of the School Council for Monomoy Regional Middle School and Monomoy Regional High School, an education advisor for local and state political campaigns, a youth club leader, a regional commission member, a local council member, a community leader – or as a parent of a Monomoy graduate and a current Monomoy student athlete, my commitment to our school district remains just as strong now as it was when we first moved to Chatham/Harwich in August 2012 from Alexandria, VA.

I am committed to bringing a fresh set of eyes and my experience in educational leadership, parent and student advocacy, and fiscal responsibility to the School Committee should I be chosen for this open position. I intend to be a voice for our parents, our teachers, and our community-at-large as we navigate the best path forward and make important decisions for our school district.

I am happy to provide any references you may need in reviewing my candidacy.

Thank you for your consideration.

Sincerely,



Tina Games

~~XXXXXXXXXXXX~~
~~XXXXXXXXXXXX~~



Dana DeCosta

[REDACTED]

Harwich, MA 02645

[REDACTED]

[REDACTED]

12/2/2018

Harwich Board of Selectmen

Monomoy School Committee,



Hello,

The purpose of this letter is to put my name in consideration of appointment to the Monomoy School Committee created by the resignation of Steve Craffry. I know Harwich was well served the last time an experienced member of the Finance Committee, Brian Widegren, left to join the Monomoy School Committee and I hope to continue in that fashion.

In terms of experience, I was first appointed by the Board of Selectmen in 1989 to the Recreation and Beach Commission. Later this commission was merged with the Youth Commission to become the Recreation and Youth Commission and the Selectmen appointed me to the commission as the interim chairman for the purposes of organizing the first meeting. I was also appointed to the Community Center Study Committee. I served both committees until elected.

In 1994 I was elected to the Board of Selectmen and reelected in 1997. I did not run in 2000 at the end of my second term. I was appointed by the Moderator to the Finance Committee where I served the full 3 terms, (9 years) allowed by the Home Rule Charter before taking a year off. I was again appointed by the Moderator to the Finance Committee in 2011 to replace Brian Widegren when he was elected to the School Committee. I have served there since.

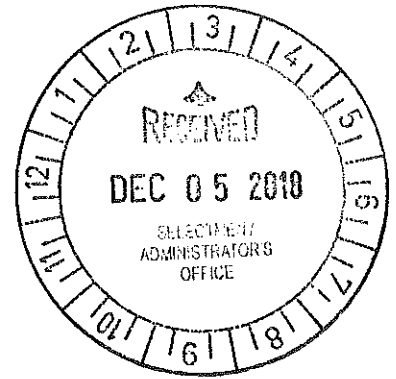
I do realize that I would have to resign from the Finance Committee as required by the Charter if you choose to appoint me to the School Committee, and I am prepared to do so. If appointed by you, I plan to run for School Committee in May to complete the term.

I know that the communication between the Town Administrator and the Superintendent is very good, but I feel strongly that I can help improve the communication between the boards. I am also sure that I can improve the presentation process of the impacts of the Monomoy budget to the tax payers. With that in mind I hope you will consider my request.

Thank you,



Dana A. DeCosta



**CITIZEN'S COMMITTEE VACANCY FORM
VOLUNTEER NOW -- SERVE YOUR COMMUNITY**

Town government needs citizens who are willing to give time in the service of their community. This form was adopted by the Selectmen as a means of compiling names of interested citizens to serve, on a voluntary basis, on Boards and Committees and Commissions

Vacancy Forms are updated to include categories consistent with the changing needs of the Town. Indicate your order of preference and return this form to:

**CITIZEN'S COMMITTEE VACANCY FORM
BOARD OF SELECTMEN
732 Main Street, Harwich, MA 02645**

Name Linda Cebula Street/P.O. Box [REDACTED] Town Harwich Port zip 02646

Occupation Financial Consultant Email [REDACTED] Telephone [REDACTED]

(LIST IN ORDER OF PREFERENCE)

PLANNING AND PRESERVATION

- Agricultural Commission
- *Board of Appeals
- Brooks Academy Museum Commission
- Building Code Board of Appeals
- By-law/Charter Review Committee
- Community Preservation Committee
- *Conservation Commission
- Cultural Council
- Historical/Historic District Commission
- *Planning Board
- Real Estate, Open Space Committee
- Town Forest Committee
- Traffic Safety Committee
- Trail Committee
- Harwich Energy Committee

OTHER MRS D School Committee
VACANT position

RECREATION

- Bikeways Committee
- Golf Committee
- Recreation & Youth Commission
- Waterways Committee

OTHER

- *Board of Assessors
- *Board of Health
- Capital Outlay Committee
- Cemetery Commission
- Community Center Facilities Committee
- Constable
- Council on Aging
- Disability Rights Committee
- Finance Committee
- Harwich Housing Committee
- Herring Supervisor (Voluntary)
- Saquatucket Development Committee
- Shellfish Constable (Voluntary)
- Treasure Chest Committee
- Wastewater Support Committee
- Youth Services Committee
- Voter Information Committee

* Please include a resume with form

Linda A. Cebula

[REDACTED]
[REDACTED]
[REDACTED]

Education and Professional Credentials

Certified Public Accountant certification with Coopers and Lybrand, now
PricewaterhouseCoopers LLP
Master's in business administration through Northeastern University, Boston MA
Undergraduate degrees in History and Education through University of Massachusetts –
Amherst, and Accounting through Bentley College Waltham MA

Career History

Financial Consultant, self-employed for past 25 years.
Business Consulting, including analysis of budgets and cash flow;
advising and implementing business needs for banking, insurance, payroll and
software; serve as interim financial officer; interface with external tax and audit
providers.

Clients have included non-profits, medical device companies, consultants,
artisans, woman owned businesses, entrepreneurs and educators

Retail and Manufacturing Industries

Au Bon Pain, now known as Panera Bread
Purity Supreme, a division of Supermarkets General, currently owned by
Koninklijke Ahold N.V. ("Stop & Shop")
Hills Department Stores, division of SCOA (no longer in business)

Public Accounting: Coopers and Lybrand, now PricewaterhouseCoopers LLP

Community involvement

Harwich Traffic Safety Committee current
Harwich Planning Board 2016-2017
Harwich Board of Selectmen- 2010-2016
Harwich Finance Committee 2005-2010
Harwich Insurance Committee 2004
Harwich Housing Committee 2004
Chatham Historical Society, Trustee and Treasurer, current
Cape Women's Coalition, current
Habitat for Humanity Cape Cod, Director and Treasurer, current
John M Barry Boys and Girls Club of Newton MA, past Board member
Various committees and local participation in not for profit organizations, including
volunteering as a financial services counselor for WE CAN

EDUCATIONAL BACKGROUND

Please see attached resume

RELEVANT SKILLS

- *ability to delve into issues and listen to discussion, thereby fostering in depth conversation and analysis of topics
- *ability to apply complex regulations to specific situations
- *ability to separate personal opinion from the topic under discussion, and to make decisions/suggestions in the best interests of the Community.

REASONS FOR INTEREST IN COMMITTEE/COMMISSION/BOARD

Providing a public education that prepares the student with the skills necessary in an ever-changing world is one of the most important objectives of a community. A solid academic program that prepares the student to be successful in a career path is critical for the student and for the community.

My ability to wade through the various issues and assist in developing concepts that will find community acceptance will be of help to this committee, as well as my extensive financial and business/not for profit experience.

> On Dec 6, 2018, at 8:44 PM, Charles Gruszka

<[REDACTED]>

>

> December 6, 2018

>

> Dear Chairperson Kavanaugh,

>

> I have read in the December 6, 2018 issue of The Cape Cod Chronicle re a Harwich vacancy on the Monomoy Regional School Committee, due to the resignation of Steve Craffey.

>

> According to the Chronicle article, "people interested in serving should notify selectmen."

>

> I am hereby informing the selectmen, through you as Chair, of my
> interest in filling the Harwich vacancy on the Monomoy Regional School Committee created
by the resignation of Mr. Craffey.

>

> I retired in 2006 after a 34 year career as an educator in the Wachusett Regional School
District. The last 24 of those years were served as a school principal in positions which covered
the grades from pre-K through 8. Those years were preceded by two years as a teacher of
students with behavioral-emotional needs, grades 6-8, and eight years as a guidance counselor
for grades K-8.

>

> After spending considerable time in Harwich since 1971, when my wife's parents purchased a
home in West Harwich which eventually passed down to us, we made Harwich our permanent
home in 2015, when we moved here from Worcester.

>

> I have served as a community member in the High School's self-evaluation for the ten-year
NEASC accreditation process. Additionally, I am a community member on the District's Social
Emotional Learning (SEL) Steering Committee, and community member on the District's
Strategic Planning Steering Committee. I have attended Monomoy School Committee meetings
on a regular basis over the course of the past year.

>

> I am serving a second three-year term on the Board of Directors of The Worcester Education
Collaborative.

>

> I am married to my wife of 47 years and we have four grandchildren, two of whom live in
Brewster and attend the Monomoy Schools under school choice.

>

> Other background includes military service as a member of the U.S. Marine Corps Reserve
(1970-76; Honorable Discharge at rank of E-5, Sergeant).

>

> I am a musician, performing with the New England Digital Accordion Orchestra, the only
ensemble of it's kind in the country.

>

> I believe that my background and experience, as well as my extensive voluntary involvement with the Monomoy Regional School District make me well suited for the interim position on the School Committee.

>

> I look forward to hearing from you or your designee regarding what I need to do, beyond this letter of notification, to proceed through the process for appointment to fill the existing Harwich vacancy on the Monomoy Regional School Committee, as well as details regarding the process and it's time frames.

>

> Sincerely,

>

> Charles T. Gruszka

>

> Harwich, MA 02645

>

> Mobile: 554-233-2970

**MINUTES
SELECTMEN'S MEETING
GRIFFIN ROOM, TOWN HALL
MONDAY, NOVEMBER 5, 2018
6:30 P.M.**

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

OTHERS PRESENT: Town Administrator Christopher Clark, Chief Clarke, Carolyn Carey, Dan Pelletier, Amy Bullock, Dan Tworek, Tom Sherry, Jack Brown, Chris Harlow, Matt Hart, Angelo LaMantia, Jim Joyce, Jim Atkinson, Joe McParland, Dawn Bloom, Meggan Eldredge, and others.

WEEKLY BRIEFING

Ms. Carey reported on recent and upcoming Community Center events.

PUBLIC COMMENTS/ANNOUNCEMENTS

- A. Accept Proceeds from the Irish Pub Road Race for the Harwich Fire Dept. – Brendan O'Reilly

Chief Clarke discussed the longstanding tradition of the Irish Pub Road Race and thanked Mr. O'Reilly for his continued support of the Fire Department through this event. Mr. O'Reilly presented Chief Clarke with the proceeds from the race and the Board also thanked him for his continued support through the years.

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

- A. Annual Meeting

- 1. Finance Committee

Mr. Brown, Vice-Chair, delivered the annual report of the Finance Committee and took questions and comments from the Board.

- 2. Capital Outlay Committee

Mr. Harlow, Vice-Chair, delivered the annual report of the Capital Outlay Committee and took questions and comments from the Board.

- 3. Planning Board

Mr. Joyce, Chair, delivered the annual report of the Planning Board and took questions and comments from the Board.

- B. Joint Meeting with the Planning Board to discuss Accessory Dwelling Units and expanding zoning for Route 28 Downtown Retail

Mr. Harlow, Chair, called the meeting of the Planning Board to order. Ms. Greenhalgh, Town Planner, noted that the thought process she brought forward to the Planning Board is to create the by-law so that accessory apartments within an existing single family building envelope would be allowed by right but would still have to meet all the same criteria as through the Special Permit process and any accessory apartments in an accessory structure would still require a Special Permit. She noted that the Planning Board has not had a chance to vet it. Chairman Kavanagh asked the Planning Board to come back after they have had a chance to review. She said she would like to have this ready for Town Meeting.

With regard to expanding zoning for downtown Route 28 retail, Chairman Kavanagh noted that they are interested in the area from Snow Inn Road to the Stone Horse. Ms. Greenhalgh explained that the entire length of Route 28 except for 2 sections are zoned either Commercial Village or CH-1 and allow for retail and office use as they are commercial zoned districts. She noted that the areas not zoned commercial are near the Herring River and from Freeman Street heading east just past Wychmere Harbor Road and that is primarily single family dwellings. Chairman Kavanagh questioned if it is possible to give people more opportunities if there were rezoning and Ms. Greenhalgh explained there was great opposition years ago to extending the current 200' setback. Chairman Kavanagh questioned why some of the properties sit for so long in the area from Snow Inn Road to the Stone Horse and Ms. Greenhalgh responded that it is a split zone and she added that some people have come in but costs to build are just too expensive. Chairman Kavanagh asked if the Planning Board sees any opportunities that they think the Board should look at, to please bring them forward. The Planning Board adjourned their meeting.

C. Overview of Legal Services for Tax Title Property matters – Attorney Dawn Bloom

Attorney Dawn Bloom provided an overview of her legal services for pursuing tax title properties. Ms. Bloom explained the process that tax titles are referred to her office by the Collector/Treasurer, after which they research ownership and see if there are any encumbrances on record. She explained that first they send an initial demand letter and try to put people on a payment plan or discuss selling the property with them. She added that they can also file petitions in Land Court which sends their own demand notices. She noted that the ultimate goal is to get the taxes paid. She and Ms. Bullock, Collector/Treasurer, took questions and comments from the Board.

D. Harwich ADA Self Evaluation and Transition Plan – Valerie Fletcher

Ms. Fletcher, Executive Director of the Institute for Human Centered Design, and Mr. Hart, Chair of the Accessibility Rights Committee, provided a Power Point presentation of the Harwich ADA Self Evaluation and Transition Plan which is on file in the Selectmen's Office and on the Town's website. Mr. Clark discussed plans for implementation of the recommendations in the report over the next three years using as much in-house resources as we can.

E. Accessing Online Septic and Water Ties – Meggan Eldredge/Dan Pelletier

Mr. Pelletier, Water/Wastewater Superintendent and Meggan Eldredge, Health Director, provided a Power Point presentation regarding accessing online septic and water ties which is available on the Town's website. They noted that as information gets updated, the website is updated as well. They took questions and comments from the Board including discussion on the proposed Communications Coordinator and public outreach as well as communication between CDM Smith and the engineers. The Board took questions from Sharon Pflieger of the Wastewater Support Committee regarding the

need for a Project Manager versus a Communications Coordinator. Chairman Kavanagh said they would put the topic on the Board's agenda.

NEW BUSINESS

- A. Approval of request by Harwich Cranberry Festival for One-Day Wine & Malt License for event at the Cultural Center on November 12, 2018

Mr. McManus recused himself on this item. Mr. MacAskill moved approval of the request by the Harwich Cranberry Festival for a One-Day Wine & Malt License for event at the Cultural Center on November 12, 2018. Mr. Ballantine seconded the motion and the motion carried by a 4-0-0 vote.

- B. Request for use of Cable Fund in the amount of \$5,005 for installation of equipment to upgrade the Small Hearing Room

Mr. MacAskill moved to approve the request for use of Cable Fund in the amount of \$5,005 for installation of equipment to upgrade the Small Hearing Room at the request of Jamie Goodwin, Station Manager. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

OLD BUSINESS

- A. Cable Use Policy – *second reading/possible vote to adopt*

Mr. Clark noted that the changes to the policy that the Board requested have been made. Mr. MacAskill moved to approve the Cable Use Policy as presented. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

- B. Approval of the Revised Amended Lease Agreement between the Towns of Harwich and Chatham and the Monomoy Regional School District

Mr. Clark noted that Attorney Giorgio has approved the document as to form. Mr. MacAskill moved approval of the revised amended Lease Agreement between the Towns of Harwich and Chatham and the Monomoy Regional School District as presented. Mr. Ballantine seconded the motion. Mr. Howell noted that we have an agreement here that is 4 ½ pages long which totally replaces the text that preceded it. He stressed that there is no highlighting to indicate what language was changed to what and he pointed out that legal counsel is agreeing to this as to form which doesn't mean he is agreeing to it as to process. Mr. MacAskill said that is a fair point. He said he understood that there were no changes after it came before them the last time and he believed that Chatham just needed to vote it. Mr. Clark said legal counsel recommended that this be submitted to the Town's insurance carrier as well and the Board agreed to do so. Mr. MacAskill withdrew his motion and Mr. Ballantine withdrew his second. Mr. Clark said he would get a copy of the changes as well.

- C. Approval of changes to the Harwich liquor license bill (H4932)

Chairman Kavanagh noted that this came back to us from Representative Peake with minor changes. Mr. Howell noted that in the first paragraph it should read "the Town of Harwich" not "the Harwich" and he pointed out that there is no "Town of Harwich Port," and Harwich Port is a village within the Town of Harwich. Mr. Howell moved to accept the legislation with the changed language. Mr.

McManus seconded the motion and the motion carried by a unanimous vote. Mr. Ballantine asked that Mr. Clark check with Representative Peake to see if this will delay the legislation.

TOWN ADMINISTRATOR'S REPORT

A. Tax Title Legal Fees for FY18

Mr. Clark noted that he put information in the Board's packet about Coppola's firm regarding tax titles.

B. CVGC Cart Barn

Mr. Clark reported that the cart barn building is substantially complete and they are just working on the punch list.

C. Operating Budget

Mr. Clark reported that budget instructions have gone out and Capital Outlay Committee suggestions will be discussed at the Board's second meeting in December.

D. Departmental Reports

SELECTMEN'S REPORT

A. Committee Vacancy List

Chairman Kavanagh read the committee vacancy list.

Mr. MacAskill congratulated Cemetery Administrator Ms. Kelley on the award she received from MMA on the pet burial ground and commented on what he said was negative discussion on this topic on social media. Mr. Howell discussed the lack of appropriation for funding for the project.

ADJOURNMENT

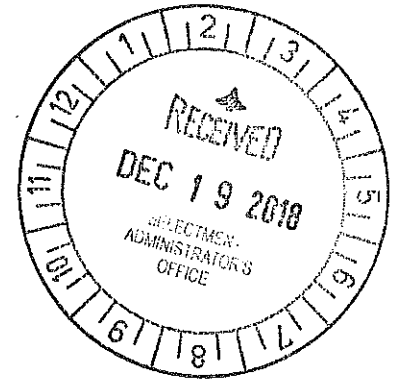
Mr. MacAskill moved to adjourn at 8:58 p.m. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

Respectfully submitted,

Ann Steidel
Recording Secretary



James P. Atkinson
~~28 Charles Road~~
~~PO Box 602~~
South Harwich, Massachusetts 02661
~~South Harwich, Massachusetts 02661~~
~~South Harwich, Massachusetts 02661~~



December 19, 2018

Anita N. Doucette, Town Clerk
Town of Harwich
732 Main Street
Harwich, Massachusetts 02645

Dear Ms. Doucette:

After six years as a member of the Town of Harwich Planning Board I am hereby submitting my resignation as a member of the Board effectively immediately. In that I also serve as the Planning Board's representative to the Community Preservation Committee, I am also submitting my resignation from the Community Preservation Committee.

I would like to thank you, the Members of the Board of Selectmen, Town of Harwich Staff, members of the Planning Board and members of the Community Preservation Committee for the opportunity to serve the Town of Harwich in these capacities. Should the Town desire my services in other capacities I would be happy to consider those opportunities.

Sincerely,

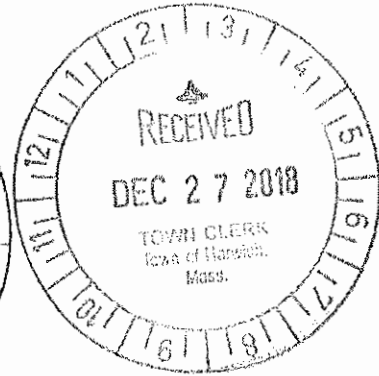
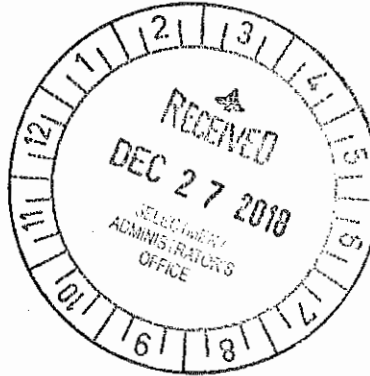
James P. Atkinson

cc: Board of Selectmen
Charleen Greenhalgh, Town Planner

December 27,2018

~~██████████~~

Harwich, Ma 02645



Harwich Board of Selectmen
732 Main Street
Harwich, Ma 02645

Att: Don Howell
Michael Mac Askill

Thank you for the appointment to the Harwich Center Initiative Committee on December 10,2018.

I have been waiting for a contact from the chairman regarding an initial meeting and setting a schedule for subsequent meetings. This has not happened.

Channel 18 covered a meeting of this committee with Mr Doane on December 10 or 11.

The Chronicle reported a second meeting of the committee with Mr Doane making several official preliminary recommendations and appointing Dan Wolf as chairman.

I do not comprehend why I have not been contacted.

What I do know is that I no longer want to be on this committee and request that you rescind my appointment.

I will continue to follow the events by attending posted meetings as a stakeholder in the future of Harwich Center.

Cordially,

A handwritten signature in cursive script that reads "Patricia Stackhouse".

Patricia Stackhouse

2019 ANNUAL GENERAL LICENSE RENEWALS

Barnaby Inn
36 Route 28, West Harwich
Lodging House

Blue Stripe LLC
d/b/a Cape Sea Grille
31 Sea St., Harwich Port
Common Victualler
Weekday Entertainment
Recorded or live music
5:00 p.m. - 12:00 a.m. inside *

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

Jim Cox Foreign Car Service
d/b/a Jim Cox Foreign Car Service
210 Queen Anne Rd., #15, Harwich
Auto Class IV – Auto Repairman

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

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

2019 Seasonal Population Increase Estimation Form

*proposed
2019*

City / Town:

Date:

Alcoholic Beverages Control Commission
c/o Licensing Department
239 Causeway Street
Boston, MA 02114

To Whom It May Concern:

Acting under authority contained in M.G.L. Ch. 138, s17, as amended, our Board at a meeting held on

Date of Meeting

, estimated that the temporary increased resident population

of
City / Town Name

, as of July 10, 2019 will be

Estimated Population

This estimate was made and voted upon by us at a meeting called for the purpose, after due notice to each of the members of the time, place and purpose of said meeting, and after investigation and ascertainment by us of all the facts and after cooperative discussion and deliberation. The estimate is true to the best of our knowledge and belief.

The above statements are made under the pains and penalties of perjury.

Very truly yours,
Local Licensing Authorities

COPY

2018 Seasonal Population Increase Estimation Form

City / Town:

Harwich

last year's

Date:

Jan 22, 2018

Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114

To Whom It May Concern:

Acting under authority contained in M.G.L. Ch. 138, s17, as amended, our Board at a meeting held on

Jan 22, 2018

Date of Meeting

, estimated that the temporary increased resident population

of

Harwich

City / Town Name

, as of July 10, 2018 will be

30,500

Estimated Population

This estimate was made and voted upon by us at a meeting called for the purpose, after due notice to each of the members of the time, place and purpose of said meeting, and after investigation and ascertainment by us of all the facts and after cooperative discussion and deliberation. The estimate is true to the best of our knowledge and belief.

The above statements are made under the pains and penalties of perjury.

Very truly yours,
Local Licensing Authorities

L Ballantines
Jane Kwanan
J.P.
R. Jones

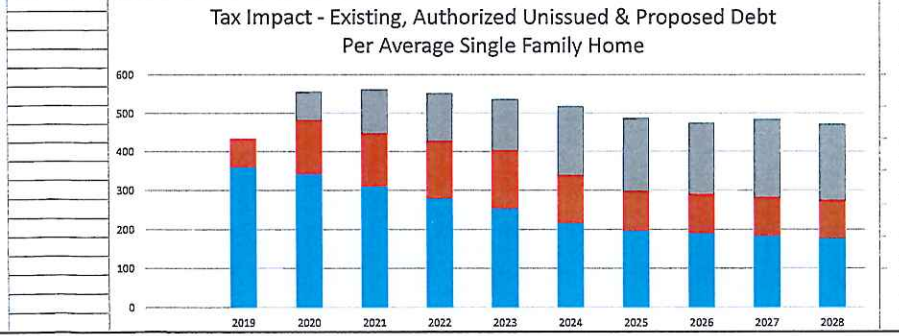
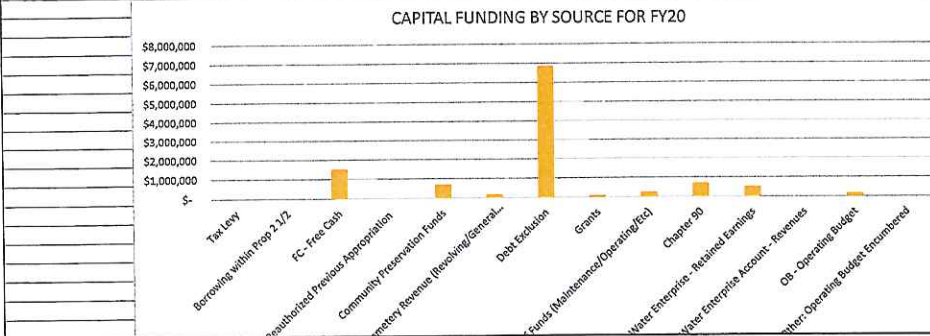
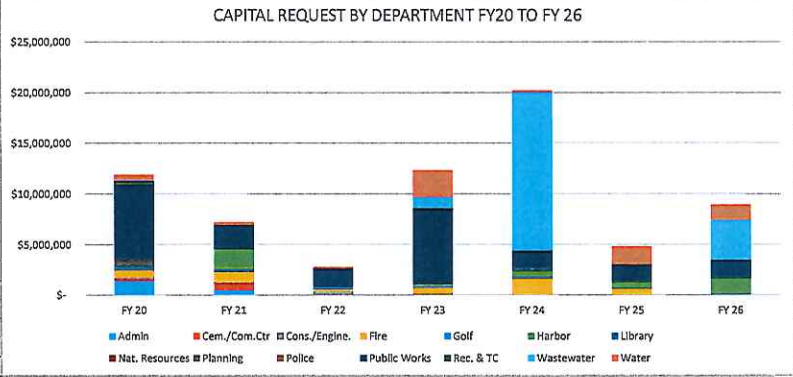
CPC, TA and Capital Outlay Committee Recommendations		TOWN OF HARWICH CAPITAL BUDGET REQUEST SUMMARY (FY 20 TO 26)						Original 9/25/2018					12/18/2018		
Department	Project	ATM # P MY	Funding Source	BOS/CPC Approved	TA Rec	COC Rec	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	Notes	
ADMINISTRATION															
Admin	Harwich Center ADA Sidewalk Project		1A	FC	\$ 30,000		\$ 700,000							Grant does not cover design	
	Harwich Center ADA Sidewalk Pro. ADA/CDBG Grant (\$670K of 1 Million)			Grant	\$ -		\$ -							ADA/CDBG Grant March 2019 \$1 mil	
Admin	Harwich Center Initiative							TBD						Committee is underway	
Admin	Albro House - Renovations		1A		\$ -			TBD						CPC - Historic/Housing(?)	
Admin	Demolition/Remediation-203 Bank Street and Parking Lot Improvements			FC	\$ 60,000	\$ 60,000	\$ 60,000							Facility Only	
Admin	Walkway Reconstruction Rte 28 SAQ to Harwichport (Supplemental)		3B	FC	\$ -	\$ -	\$ 576,500							Massworks Grant not Approved	
Admin	Walkway Reconstruction Rte 28 SAQ to Harwichport (Supplemental)GRANT			Grant	\$ -	\$ -	\$ -							ADA/CDBG Grant March 2019 \$1 mil	
Admin	Walkway Reconstruction Bank Street Harwich Center to Rte 28				\$ -	\$ -	\$ -	\$ 450,000						Planning number	
Admin	Insurance work to maintain Former West Harwich School on Bells Neck		MY	2B	Oper.Bud.	\$ 20,000	Under \$50K	\$ 20,000	TBD						
Admin	School House Road Revision to Site Plan Expand Parking Lot		MY		FC			TBD							
Admin	Preparation and Utilization of Queen Anne Road Solar Farm Expansion				Other			TBD	TBD						
Admin	Updates to the Cultural Center Building (See Facility Maintenance)			1B											
Admin	Green/Fuel Efficient Fleet Replacement Schedule			Oper.Budget	\$ 27,000	Under \$50K	\$ 27,000	\$ 24,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	Part of Green Community Designation	
ADMIN SUB-TOTAL					\$ -	\$ 137,000	\$ 60,000	\$ 1,383,500	\$ 474,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 2,007,500
CEMETERY															
Cemetery	Pet Burial Ground completion (Finalize & Reimbursement) \$57K and \$74K			Pet Revolv.	\$ 131,000	\$ 131,000	\$ 131,000							Funding from Dedicated Lot Sales	
Cemetery	Arbortium Project Cemetery Mapping and Software		MY	1A	Pet Revolv.	\$ 30,110	\$ 30,110	\$ 100,000						Design FY 20 and Placeholder for FY21	
Cemetery	Cemetery Operations Building - Office and/or Cremation Area			1A	Pet.Rev.(Bond)	\$ -	\$ -	\$ 505,634						New Building Pet Revolving for Bonds	
Cemetery	BLP 500 M2 Animal Cremation Retort (Cremation Device)			1A	Pet.Rev.(Bond)	\$ -	\$ -	\$ 95,664						New Device paid by Pet Revolving	
Cemetery SUB-TOTAL					\$ 161,110	\$ 161,100	\$ 161,110	\$ 701,298	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 862,408	
COMMUNITY CENTER															
Community Center	Roof Replacement- (See Facility Maintenance)			1B				\$ -	\$ -	\$ -					
Community Center	Generator Replacement (See Facility Maintenance)			1A				\$ -	\$ -	\$ -		\$ -			
COMMUNITY CENTER SUB-TOTAL					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
CONSERVATION															
Conservation	Harwich Artificial Reef (Additional Project)			1B					\$ 250,000	\$ -					
Conservation	Shore Stabilization/Jetty Extension Red River Beach			1B	CPC	\$ 100,000	\$ 100,000	\$ 100,000	\$ -	\$ 250,000	\$ -	\$ -	\$ -	Permitting and Work	
CONSERVATION SUB-TOTAL					\$ -	\$ 100,000	\$ 100,000	\$ 100,000	\$ -	\$ 250,000	\$ -	\$ -	\$ -	\$ 350,000	
ENGINEERING															
Engineering	MS4 Municipal Surface Drainage Plan and Improvements		MY	Oper.Bud.	\$ 40,000	\$ 40,000	\$ 40,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000			Mapping FY 20/Improvements 3 years	
Engineering	Crossing Lights - Depot Street North			CPC-UN/Rec	\$ -	\$ 27,000	Under 50K	\$ 27,000						CPC - Recreation	
ENGINEERING SUB-TOTAL					\$ 67,000	\$ 40,000	\$ 67,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ 367,000	
FACILITY MAINT.-DPW															
Facility Main.-DPW	Implement Facilities Wide ADA Compliance Plan Improvements		MY	1B	FC	\$ 20,564	\$ 20,564	\$ 20,564	\$ 11,605	\$ 75,235				Planning numbers	
Facility Main.-DPW	Implement Facilities Wide ADA Compliance Plan Improvements		MY	1B	GRANT	\$ -	\$ -	\$ -	\$ -	\$ -				MOD Grant (\$250K) Building Renovation	
Facility Main.-DPW	Energy Management System Brooks Library HVAC			1B				\$ 65,000							
Facility Main.-DPW	Community Center - Replace Two A/C Compressors			1B	FC	\$ 20,000	Under \$50K	\$ 20,000		\$ -					
Facility Main.-DPW	Highway Barn Metal Roof- Insulation			1B	FC	\$ 260,750	\$ 260,750	\$ 260,750							
Facility Main.-DPW	DPW Facilities and Mechanic Shop (Formerly Shop Only)			1B				\$ -			\$ 1,200,000				
Facility Main.-DPW	DPW Air Quality Retro-Fit			1B				\$ -	\$ 75,000						
Facility Main.-DPW	Brooks Library Roof			1B				\$ 135,000							
Facility Main.-DPW	Cultural Center - Boiler Replacement			1B					\$ 160,000		\$ -	\$ -			
Facility Main.-DPW	Cultural Center - Window Replacement Sash Windows that Failed			1B					\$ -	\$ 200,000	\$ -	\$ -			
Facility Main.-DPW	Cultural Center - Window Replacement Casements and Picture Windows			1B					\$ -	\$ -	\$ 200,000	\$ -	\$ -		
Facility Main.-DPW	Community Center Generator			1B				\$ 105,000							
Facility Main.-DPW	Community Center Remove and Replace Privacy Fence			1B				\$ 52,000							
Facility Main.-DPW	Community Center 3 Condensing Units and Air Handlers			1B					\$ 275,000						
Facility Main.-DPW	Community Center Roof Replacement			1B						\$ 240,000					
Facility Main.-DPW	Library Boiler Replacement			1B							\$ 120,000	\$ -			
Facility Main.-DPW	Community Center Boiler Replacement			1B							\$ 120,000	\$ -			
FACILITY MAINTENANCE SUB-TOTAL					\$ 301,314	\$ 281,314	\$ 301,314	\$ 286,605	\$ 392,235	\$ 475,000	\$ 440,000	\$ 240,000	\$ 1,200,000	\$ 3,335,154	

Department	Project	ATM #	Funding Source	BOS/CPC Approved	TA Rec	COC Rec	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	Notes
FIRE	Phase 3 Townwide FY 20/Police and Fire Radio System (Phased)	MY 1	FC		\$ 20,000	Under \$50K	\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	FY 20 Phase 3 Town Radio System
FIRE	Phase 3 Townwide FY 20/Police and Fire Radio System (Phased)	MY 1	FC		\$ -	\$ -	\$ -	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ -	State Req. Radio 5 years at \$200K
FIRE	Lockers HQ				\$ -	\$ -	\$ -	\$ 60,000						
FIRE	Ambulance Replacement Program				\$ -	\$ -		\$ 368,225		\$ 386,636		\$ 405,969		
FIRE	Auto Extracation Equipment - (Town Funded Portion)		FC		\$ 5,000	\$ 5,000	\$ 5,000		\$ -	\$ -				
FIRE	Auto Extracation Equipment - (Federal/State Grant Funded Portion)		GRANT		\$ 95,000	\$ 95,000	\$ 95,000		\$ -	\$ -				
FIRE	Air Pack Replacement Program - (Town Funded Portion)				\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ -				
FIRE	Air Pack Replacement Program - (Federal/State Grant Funded Portion)				\$ -	\$ -	\$ -	\$ 380,000	\$ -	\$ -				
FIRE	Pumper Truck Replacement Scheduled	1	DE		\$ 600,000	\$ 600,000	\$ 600,000	\$ -						
FIRE	Ladder Truck Replacement	1							\$ -	\$ -	\$ 1,400,000			Moved from FY 22 to FY 24
FIRE SUB-TOTAL					\$ 720,000	\$ 700,000	\$ 740,000	\$ 1,028,225	\$ 200,000	\$ 586,636	\$ 1,600,000	\$ 605,969	\$ -	\$ 4,760,830
GOLF	Landscape Reclamation and Major Tree Removal	1	Golf Improv.		\$ 35,000	Under \$50K	\$ 35,000	\$ -						
GOLF	Bunker Renovation (Various Locations on course)	1	Golf Improv.		\$ 75,000	\$ -	\$ 75,000							
GOLF	Build New Cart Path (Hole #1&10, FY 20;#10 FY20, #6 FY 20 (\$24K) #1 FY 21)	1	Golf Budget		\$ 50,000	\$ -	\$ 50,000	\$ 10,000						
GOLF	Various Mowing Equipment per Lease	MY 1	Golf Budget		\$ 87,050		\$ 87,050	\$ 87,050	\$ 87,050	\$ 87,050				Lease - Capital
GOLF	Improvements to Net at Driving Range	1	Golf Funds					\$ 28,000	\$ 30,000					
GOLF	New Tee Box Improvements (Two Year Project)	1	Golf Funds					\$ 115,000	\$ 115,000					
GOLF	Golf Course Irrigation Update	1	Golf Funds		\$ -		\$ -	\$ -	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	
GOLF SUB-TOTAL					\$ 247,050	\$ -	\$ 247,050	\$ 240,050	\$ 232,050	\$ 162,050	\$ 162,050	\$ 75,000	\$ 75,000	\$ 1,193,250
HARBORMASTER	Wixon Dock Landside Improvements	1B	FC		\$ 70,000	\$ 70,000	\$ 70,000		\$ -					
HARBORMASTER	Herring River Ramp Replacement (Study, Design and Construction)	1A						\$ -	\$ 15,000	\$ 200,000				
HARBORMASTER	Allen Harbor Jetty Reconstruction (Study, Design and Construction)	1A	FC		\$ 57,000	\$ 57,000	\$ 57,000	\$ 2,000,000	\$ -					
HARBORMASTER	SAQ Harbor North & East Bulkhead (Offloading Area) Reconstruction	1A								\$ -	\$ 150,000	\$ 1,500,000		
HARBORMASTER	Wychmere Outer Harbor Dredging	1B							\$ -	\$ -	\$ 500,000			
HARBORMASTER	Round Cove Bulkhead Replacement (Study, Design and Construction)	1A						\$ -	\$ -	\$ -	\$ 40,000	\$ 400,000		
HARBORMASTER	Harbormaster Truck Replacement	1A						\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,000	
HARBORMASTER SUB-TOTAL					\$ -	\$ 127,000	\$ 127,000	\$ 2,000,000	\$ 15,000	\$ 200,000	\$ 540,000	\$ 550,000	\$ 1,540,000	\$ 4,972,000
LIBRARY	Library Interior Modifications/Renovations	A			\$ -	\$ -	\$ -	\$ 40,000			\$ 150,000			
LIBRARY	Brooks Library Sidewalk Repair and Streetscape (Part of Restoration)	1A	FC		\$ 90,000	\$ 90,000	\$ 90,000	\$ -						
LIBRARY SUB-TOTAL					\$ 90,000	\$ 90,000	\$ 90,000	\$ 40,000	\$ -	\$ -	\$ 150,000	\$ -	\$ -	\$ 280,000
NATURAL RESOURCES	Seymour's Pond Restoration (See Wastewater)	1A	CPC-OS/Un.		\$ -	\$ -								CPC-OS
NATURAL RESOURCES	Ford F-150 for Natural Resources Dept	1	FC		\$ -	\$ -			TBD					
NATURAL RESOURCES SUB-TOTAL					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PLANNING	Housing Trust/PT Housing Coordinator (\$300K for Trust & \$40K for PT Co.)	1	CPC-Housing		\$ -	\$ 340,000	\$ 340,000	TBD	TBD	TBD	TBD		TBD	CPC-Housing
PLANNING	Local Comprehensive Plan Update		GRANTS											
PLANNING	Local Comprehensive Plan Update	2	FC		\$ 200,000	\$ 200,000	\$ 200,000							
PLANNING SUB-TOTAL					\$ 540,000	\$ 540,000	\$ 540,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 540,000
POLICE	Taser Replacement (5 year Program - 2 of 3 years to Pay)		FC		\$ 14,910	Under \$50K	\$ 14,910	\$ 14,910		\$ -	\$ 37,000	\$ 15,000	\$ 15,000	
POLICE	Replacement of Bullet Resistant Vests (Town Portion (Project 60%)									\$ 24,000				
POLICE	Replacement of Bullet Resistant Vests (Federal 40% State ? Has been 40%)									\$ 16,000				
POLICE	Traffic Speed Monitoring Radar		FC		\$ 26,400	Under \$50K	\$ 26,400							
POLICE	Ballistic Helmets											\$ 20,000		
POLICE	Digital Fingerprint Machine (Normal Replacement)								\$ 30,000					
POLICE	Electronic Sign Board										\$ 24,000			

POLICE SUB-TOTAL					\$ 41,310	\$ -	\$ 41,310	\$ 14,910	\$ 30,000	\$ 40,000	\$ 61,000	\$ 15,000	\$ 35,000	\$ 237,220
Department	Project	ATM #	Funding Source	BOS/CPC Approved	TA Rec	COC Rec	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	Notes
PUBLIC WORKS														
Public Works	5 Year Road Maintenance Plan	1B	DE		\$ 700,000	\$ 700,000	\$ 1,400,000	\$ 1,400,000	\$ 1,400,000	\$ 1,400,000	\$ 1,400,000	\$ 1,400,000	\$ 1,400,000	
			Ch. 90		\$ 700,000	\$ 700,000								
Public Works	West Harwich Route 28 Design(\$125K in FY 20 & Construction via Fed Funds)		Incl. in 5-Yr Pl.		\$ -	\$ -			\$ -	\$ 50,000				Design Questions for FY 23
			TIP Fed Grant						\$ -	\$ 5,600,000				
Public Works	Lower County Road (Maintenance /Not Federal TIP Funds)	1	DE		\$ 5,560,475	\$ 5,560,475	\$ 5,560,475							Local Funding not TIP request
Public Works	Route 39/Pleasant Bay Road Roundabout (If Needed)	1A			\$ -	\$ -	\$ -	\$ 600,000						Delay because other actions
Public Works	Highway Barn Metal Roof- Insulation (See Facility Maintenance)	1												
Public Works	Mobile Lifting System for Large Vehicles	1	FC		\$ 90,475	\$ 90,475	\$ 90,475							
Public Works	Ford F-350 Dump Truck - #42	3	FC		\$ 80,000	\$ 80,000	\$ 80,000							
Public Works	PUP Trailer	4	FC		\$ 40,000	Under \$50K	\$ 40,000							
Public Works	2 - C&D Trailers (\$75,000 each)	2	FC		\$ 150,000	\$ 150,000	\$ 150,000							
Public Works	Johnston Sweeper Body and Pony Motor - Highway #30	1	FC		\$ 125,000	\$ 125,000	\$ 125,000							
Public Works	Vehicle Listing (FY 21 to 26) Summary	E1					\$ -	\$ 355,000	\$ 325,000	\$ 320,000	\$ 325,000	\$ 320,000	\$ 355,000	
PUBLIC WORKS SUB-TOTAL					\$ 7,445,950	\$ 7,405,950	\$ 7,445,950	\$ 2,355,000	\$ 1,725,000	\$ 7,370,000	\$ 1,725,000	\$ 1,720,000	\$ 1,755,000	\$ 24,095,950
REC & YOUTH														
Rec & Youth	Town Beach Lifeguard Stands	3	CPC-Rec		\$ 37,950	Under \$50K	\$ 37,950							CPC - Rec
Rec & Youth	Pleasant Road Beach Parking Lot Paving/Overlay	2	FC		\$ 112,000	\$ 112,000	\$ 112,000	\$ -	\$ -		\$ -			
Rec & Youth	Sand Pond Restrooms and Playground Improvements	3	CPC-Rec		\$ 125,000	\$ 125,000	\$ 125,000	TBD						CPC - Rec
Rec & Youth	Whitehouse Field Scoreboard Replacement/Safety Netting	1	CPC-Rec		\$ 55,000	\$ 55,000	\$ 55,000							CPC - Rec
Rec & Youth	Red River Beach Bulkhead (22) and Restroom Renovations (23)	1B						TBD	\$ 125,000					
Rec & Youth	Cahoon Road Beach Restroom								\$ -	\$ 125,000				
RECREATION AND YOUTH SUB-TOTAL					\$ 329,950	\$ 292,000	\$ 329,950	\$ -	\$ -	\$ 125,000	\$ 125,000	\$ -	\$ -	\$ 579,950
TOWN CLERK														
Town Clerk	Records Retention - Contracting out Records Review and Reduction (TH)	1	CPC - Historic	\$ -	\$ -	Under \$50K		TBD						
Town Clerk	Voting Machines - Updates and Enhancements	1				Under \$50K			\$ 32,500					
TOWN CLERK SUB-TOTAL					\$ -	\$ -	\$ -	\$ -	\$ 32,500	\$ -	\$ -	\$ -	\$ -	\$ 32,500
WASTEWATER														
Wastewater	DHY Community Partnership - CWMP Revisions						TBD			CWMP PHASE 3				DHY Comm.Partnership will impact
Wastewater	Harwich Wastewater Treatment Plant DN (2026) & DC (2027)	1A	DE*		\$ -	\$ -	\$ -	\$ -				\$ 4,000,000		FY 27 Construction \$43.0 million
Wastewater	Wastewater Project Manager	2	FC		\$ 25,000	\$ 25,000	\$ 100,000							
Wastewater	Wastewater Project Manager		Oper.Bud.		\$ 75,000	\$ 75,000								
Wastewater	CWMP Phase 3 Pleasant Bay(North)Watershed Collection Sys. Des. & Con.	1A	DE*		\$ -	\$ -	\$ -	\$ -	\$ 1,000,000	\$ 15,300,000				North portion in FY 22/24
Wastewater	Evaluate Phosphorus issues in Seymour Pond & Restoration	1C	CPC-Op.Sp.		\$ -	\$ -	\$ -	\$ -	\$ 70,000	\$ 330,000				
WASTEWATER SUB-TOTAL					\$ 100,000	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ 1,070,000	\$ 15,630,000	\$ -	\$ 4,000,000	\$ 20,800,000
WATER														
Water	Lothrop Avenue Water Line Replacement(NEW based upon failure of Line)	1B	Water RE		\$ -	\$ -	TBD							NEW Lothrop Ave recent Line Failures
Water	Pleasant Lake Tank - Fill Pipe Replacement	1B	Water RE		\$ 300,000	\$ 300,000	\$ 300,000							May need to be delayed due to above
Water	T1 Generator at Main Treatment Facility	1	Water RE		\$ 65,000	\$ 65,000	\$ 65,000							
Water	Purchase John Deer 35D	1	Water RE		\$ 64,000	\$ 64,000	\$ 64,000							
Water	New Water Source North Harwich Exploration and Development (D&C)	1B			\$ -	\$ -	\$ -	\$ 250,000		\$ 500,000	\$ -			
Water	2019 Ford Super Duty F-550 Replace Truck 9 including Dump Body	1	Water RE		\$ 76,551	\$ 76,551	\$ 76,551							
Water	Rte 28 Water Main Replacemnt/Lothrop Area Design (22) Construction (23)	1B							\$ 100,000	\$ 2,000,000				
Water	Station 8 Generator	1			\$ -	\$ -			\$ 50,000	\$ -	\$ -			
Water	Various Access Road Pavement	3C								\$ 175,000				
Water	Pleasant Lake Avenue Tank Rehabilitation	1							\$ -	\$ -	\$ 1,750,000	\$ -		
Water	Phase 1 Discontinuity of Pipes per Masterplan 6,450 ft of Pipe	1B							\$ -	\$ -	\$ -	\$ 1,500,000		
Water	Construction/Renovation Asbestos Pipe Project	1											TBD	
Water	Vehicle Replacements (Replace F-259 & Ranger in FY 23 and Tr 11 in (25))	1			\$ -	\$ -			\$ -	\$ -	\$ 125,000	\$ 75,000		
WATER SUB-TOTAL					\$ 505,551	\$ 505,551	\$ 505,551	\$ 250,000	\$ 150,000	\$ 2,625,000	\$ 175,000	\$ 1,825,000	\$ 1,500,000	\$ 8,550,722
GRAND TOTALS					\$ 10,913,235	\$ 10,402,915	\$ 12,179,735	\$ 7,490,088	\$ 3,156,785	\$ 12,783,686	\$ 20,638,050	\$ 5,060,969	\$ 10,135,000	\$ 71,444,313
Non-Town/Private	CPC Applications					Under \$50K	\$ 221,260	Excludes Items under \$50K						
Brooks Academy	Basement Rehabilitation for storage of Historic Documents		CPC	\$ -	\$ -			\$ 130,000						CPC - Historic
CDP	Cape Housing Institute		CPC	\$ -	\$ -			\$ 7,500						CPC - Housing

GRAND TOTAL INCLUDING Non-Town										\$ -						
Non-Town/Private TOTAL CPC Requests										\$ 137,500 \$ - \$ - \$ - \$ - \$ - \$ -						
Department	Project	ATM #	P	Funding Source	BOS/CPC Approved	TA Rec		FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	Notes	
Funding Summary	Funding Summary															
	Tax Levy					\$ -	Admin	\$ 1,383,500	\$ 474,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000		
	Borrowing within Prop 2 1/2					\$ -	Cem./Com.Ctr	\$ 161,110	\$ 701,298	\$ -	\$ -	\$ -	\$ -	\$ -		
	FC - Free Cash					\$ 1,497,099	Cons./Engine.	\$ 167,000	\$ 100,000	\$ 350,000	\$ 100,000	\$ -	\$ -	\$ -		
	RPA - Reauthorized Previous Appropriation					\$ -	Facility Main.	\$ 301,314	\$ 286,605	\$ 392,235	\$ 475,000	\$ 440,000	\$ 240,000	\$ 1,200,000		
	Community Preservation Funds					\$ 684,950	Fire	\$ 740,000	\$ 1,028,225	\$ 200,000	\$ 586,636	\$ 1,600,000	\$ 605,969	\$ -		
	Cemetery Revenue (Revolving/General Fund and Debt Exclusion)					\$ 161,110	Golf	\$ 247,050	\$ 240,050	\$ 232,050	\$ 162,050	\$ 162,050	\$ 75,000	\$ 75,000		
	Debt Exclusion					\$ 6,860,475	Harbor	\$ 127,000	\$ 2,000,000	\$ 15,000	\$ 200,000	\$ 540,000	\$ 550,000	\$ 1,540,000		
	Grants					\$ 95,000	Library	\$ 90,000	\$ 40,000	\$ -	\$ -	\$ 150,000	\$ -	\$ -		
	Golf Funds (Maintenance/Operating/Etc)					\$ 247,050	Nat. Resources	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Chapter 90					\$ 700,000	Planning	\$ 540,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Water Enterprise - Retained Earnings					\$ 505,551	Police	\$ 41,310	\$ 14,910	\$ 30,000	\$ 40,000	\$ 61,000	\$ 15,000	\$ 35,000		
	Water Enterprise Account - Revenues					\$ -	Public Works	\$ 7,445,950	\$ 2,355,000	\$ 1,725,000	\$ 7,370,000	\$ 1,725,000	\$ 1,720,000	\$ 1,755,000		
	OB - Operating Budget					\$ 162,000	Rec. & TC	\$ 329,950	\$ -	\$ 32,500	\$ 125,000	\$ 125,000	\$ -	\$ -		
	Other: Operating Budget Encumbered					\$ -	Wastewater	\$ 100,000	\$ -	\$ -	\$ 1,070,000	\$ 15,630,000	\$ -	\$ 4,000,000		
	Confirmation Total					\$ 10,913,235	Water	\$ 505,551	\$ 250,000	\$ 150,000	\$ 2,625,000	\$ 175,000	\$ 1,825,000	\$ 1,500,000	GRAND TOTAL SEVEN YEARS	
							TOTAL	\$ 12,179,735	\$ 7,490,088	\$ 3,156,785	\$ 12,783,686	\$ 20,638,050	\$ 5,060,969	\$ 10,135,000	\$ 71,444,313	

FREE CASH	Available Free Cash		\$ 3,487,074	Community Preservation
	Capital Budget Items	V	\$ 1,497,099	Available (11/1/18*)
	Monomoy Capital Assess. Plus others	5	\$ 250,000	UND./Rec. \$ 990,927
	Snow and Ice	11	\$ 500,000	Open Sp. \$ 335,716
	OPEB	66	\$ 500,000	Historic \$ 412,044
	Cultural Center Operations Subsidy	10	\$ 125,000	Housing \$ 480,295
	Stabilization	65	\$ 500,000	TOTAL \$ 2,218,982
	Chamber of Commerce	60	\$ 30,000	REQUEST TOTALS
	Libraries	59	\$ 20,000	UND./Rec. \$ 344,950
	Cultural Council	61	\$ 3,600	Open Sp. \$ -
	Operating Small Capital Items	12	\$ 50,000	Historic \$ 130,000
	Prior Years Unpaid Bills	67	\$ 10,000	Housing \$ 347,500
	Available Balance		\$ 1,375	TOTAL \$ 822,450
	TOTAL ALLOCATED		\$ 3,485,699	Funding CPC Voted
				Variant by Cat.
				UND./Rec \$ - \$ 990,927
				Open Sp. \$ - \$ 335,716
				Historic \$ - \$ 412,044
				Housing \$ - \$ 480,295
				TOTAL \$ - \$ 2,218,982
	CPC Variant from Requests to Available Funding			
	CPC Variant from Town Administrator Suggested Allocation			
	*Available Revenue includes FY 2018 and Partial FY 18 Collection and Turnbacks			



Sandy Robinson

From: Charleen Greenhalgh
Sent: Wednesday, December 26, 2018 11:26 AM
To: Town Administrator Office; Sandy Robinson
Subject: BoS Agenda Item for 1/7/19 - Accessory Apartment Bylaw
Attachments: Accessory Apartments - Working Language 12-20-18.pdf; Accessory Apartments - Working Language 12-20-18.docx

Hi Sandy,

Attached please find both a redline draft and a clean draft of the proposed changes to the *Single-family dwelling with accessory apartment zoning bylaw*. Chair Kavanagh had requested that the Planning Board attend the January 7, 2019 Selectmen's meeting for a joint meeting to discuss the status of the proposed draft.

The Planning Board is aware of the Joint Meeting.

If you have any questions, please do not hesitate to contact me.

Respectfully,
Charleen

Charleen Greenhalgh
Town Planner
Town of Harwich
732 Main Street
Harwich, MA 02645
508-430-7511
508-430-4703

cgreenhalgh@town.harwich.ma.us

Town Hall Hours – Mon: 8:30am-8:00pm; Tues-Thurs: 8:30am-4:00pm; Fri: 8:30am-Noon

PLEASE NOTE: Beginning January 2, 2019 Town Hall Hours will be Monday – Friday 8:30am – 4:00pm

Proposed Zoning Bylaws related to Accessory Apartments
This is a working document for discussion purposes only – 12-20-18

§325-51

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H. Single-family dwelling with accessory apartment.

(1) Purpose. The intent of permitting accessory apartments is to:

- a. Increase the number of small dwelling units available for rent in Town;
- b. Increase the range of choice of housing accommodations;
- c. Encourage greater diversity of population with particular attention to young adults and senior citizens; and
- d. Encourage a more economic and energy-efficient use of the Town's housing supply while maintaining the appearance and character of the Town's single-family neighborhoods.

(2) Definitions.

OWNER One or more individuals holding title to the property.

(3) Criteria for by-right. An accessory apartment within an existing single-family dwelling structure is allowable by right provided the criteria pursuant to §325-51.H.4 are met. The Building Commissioner shall determine compliance with said criteria upon the application for a change of use for said accessory apartment. In addition, the accessory apartment within an existing single-family dwelling structure shall comply with §324-51.H.6 and 7.

Commented [AJC1]: Replace with "Section 325-51(H)(4)..."

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Commented [AJC2]: Replace with "determine compliance with..."

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(4) Criteria for special permit approval. Special permits for single-family dwellings with ~~an~~ a detached accessory apartment, ~~either attached or detached~~, may be granted upon determination by the Planning Board that the following criteria have been met:

Commented [AJC3]: Replace with "Section 325-51(H)(6) and (7)."

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- a. Only one accessory apartment is permitted for each principal dwelling unit.
- b. The accessory apartment may not be held in separate ownership from the principal use.
- c. Only one of the principal dwelling or accessory apartment may be rented at any given time. (For Discussion: ...for no less than 6 consecutive months.)
- d. The accessory apartment shall have a net floor area not exceeding 1/2 of the net floor area of the principal dwelling unit and not more than 900 square feet.
- e. The accessory apartment shall have not more than two bedrooms.
- f. At least one off-street parking space shall be provided for the accessory dwelling unit.
- g. The minimum lot area required for a parcel to be eligible for a special permit to allow an accessory apartment shall not be less than 15,000 square feet if the parcel is situated in a RH-1, CV, CH-1, MRL or MRL-1 District; 20,000 square feet if situated in a RL, RM or RR District; and 40,000 square feet if situated in a Water Resource (WR) Overlay District. For parcels existing within an approved Open Space Residential Development or Cluster Subdivision, the lots size shall be consistent with the approved plan.
- h. The accessory apartment shall be designed so that, to the degree reasonably feasible, the appearance of the property remains that of a single-family property with matching materials, colors, window styles and roof design for one structure, if the apartment is attached, or for both structures, if the apartment is detached.

Commented [AJC4]: The lot area restrictions to follow have been made applicable to attached accessory apartments too; is that the objective, i.e. not to modify the substantive requirement but only to avoid the special permit process by substituting the Building Commissioner's review?

Proposed Zoning Bylaws related to Accessory Apartments

This is a working document for discussion purposes only – 12-20-18

i. The principal dwelling unit and accessory apartment shall meet all wastewater treatment requirements for the combined number of bedrooms.

~~j.a. The proposed use shall not create traffic hazards or volume greater than the capacity of the streets affected.~~

k.j. The proposed use shall not exceed the building or site coverage for the zoning district.

~~l.k. If an addition is to be built for the proposed use, the addition shall be set back from front, side and rear lot lines the distance required in the zoning district for new construction.~~

~~The proposed use shall not create traffic hazards or volume greater than the capacity of the streets affected.~~

~~(4)(5) The applicant shall record with the Registry of Deeds for Barnstable County a certified copy of the special permit decision and the special permit shall lapse if it is not so recorded and if it is not duly exercised within two years in accordance with as provided for under MGL c. 40A, § 9.~~

~~(5) Transfer of ownership. The provisions of the building permit from the Building Commissioner or the special permit issued by the Planning Board or Zoning Board of Appeals may be transferred with ownership of the property provided the provisions of this section and all other provisions of the Zoning Code of the Town of Harwich and the State Building Code are met, and the Planning Department has approved a transfer for the special permit. The new owner also may request a Planning Board certification for the accessory apartment. To obtain such certification, the owner shall submit a written request with a statement that the conditions at the time of the original special permit approval remain unchanged and with a certification of ownership. The Planning Board certification shall be recorded at the Registry of Deeds.~~

~~(6) A final determination that the owner failed to comply with these provisions or the termination of occupancy by the owner of the subject property shall be evidence that the rights and benefits conferred under the building permit and/or special permit were abandoned or otherwise surrendered and discontinued by the owner and all such rights and benefits shall lapse and the elements that make the accessory apartment a separate dwelling unit shall be removed from the property within 90 days of said final determination, with the owner to comply with all requirements of the State Building Code and Town Zoning in removing elements determined to be unpermitted.~~

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Commented [AJC5]: G.L. c. 40A, § 9, now provides for three (3) years, if so authorized by the municipality: "Zoning ordinances or by-laws shall provide that a special permit granted under this section shall lapse within a specified period of time, not more than 3 years..." I'd recommend you either choose the 2-year term and eliminate "as provided for under MGL c. 40A, § 9"; or, alternatively, you replace "two" with "three."

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Commented [AJC6]: Replace with "building permit..."

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Commented [AJC7]: Replace with "Commissioner..."

Commented [AJC8]: Isn't the Planning Board designated as the Special Permit Granting Authority under § 325-51(4), above?

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Proposed Zoning Bylaws related to Accessory Apartments
This is a working document for discussion purposes only – 12-20-18

§325-51

H. Single-family dwelling with accessory apartment.

(1) Purpose. The intent of permitting accessory apartments is to:

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- b. Increase the range of choice of housing accommodations;
- c. Encourage greater diversity of population with particular attention to young adults and senior citizens; and
- d. Encourage a more economic and energy-efficient use of the Town's housing supply while maintaining the appearance and character of the Town's single-family neighborhoods.

(2) Definitions.

OWNER One or more individuals holding title to the property.

(3) Criteria for by-right. An accessory apartment within an existing single-family dwelling structure is allowable by right provided the criteria pursuant to §325-51.H.4 are met. The Building Commissioner shall determine compliance with said criteria upon the application for a change of use for said accessory apartment. In addition, the accessory apartment within an existing single-family dwelling structure shall comply with §324-51.H.6 and 7.

(4) Criteria for special permit approval. Special permits for single-family dwellings with a detached accessory apartment, may be granted upon determination by the Planning Board that the following criteria have been met:

- a. Only one accessory apartment is permitted for each principal dwelling unit.
- b. The accessory apartment may not be held in separate ownership from the principal use.
- c. Only one of the principal dwelling or accessory apartment may be rented at any given time. **(For Discussion: ...for no less than 6 consecutive months.)**
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- h. The accessory apartment shall be designed so that, to the degree reasonably feasible, the appearance of the property remains that of a single-family property with matching materials, colors, window styles and roof design for one structure, if the apartment is attached, or for both structures, if the apartment is detached.

Proposed Zoning Bylaws related to Accessory Apartments

This is a working document for discussion purposes only – 12-20-18

- i. The principal dwelling unit and accessory apartment shall meet all wastewater treatment requirements for the combined number of bedrooms.
- j. The proposed use shall not exceed the building or site coverage for the zoning district.
- k. If an addition is to be built for the proposed use, the addition shall be set back from front, side and rear lot lines the distance required in the zoning district for new construction.

(5) The applicant shall record with the Registry of Deeds for Barnstable County a certified copy of the special permit decision and the special permit shall lapse if it is not so recorded and if it is not duly exercised in accordance with MGL c. 40A, § 9.

(6) Transfer of ownership. The provisions of the building permit from the Building Commissioner or the special permit issued by the Planning Board may be transferred with ownership of the property provided all provisions of the Zoning Code of the Town of Harwich and the State Building Code are met.

(7) A final determination that the owner failed to comply with these provisions or the termination of occupancy by the owner of the subject property shall be evidence that the rights and benefits conferred under the building permit and/or special permit were abandoned or otherwise surrendered and discontinued by the owner and all such rights and benefits shall lapse and the elements that make the accessory apartment a separate dwelling unit shall be removed from the property within 90 days of said final determination, with the owner to comply with all requirements of the State Building Code and Town Zoning in removing elements determined to be unpermitted.

INTERVIEWS – Thursday, December 20, 2018 – 4:15 P.M.

<u>TIME</u>	<u>APPLICANT:</u>	<u>VACANCY</u>	<u>TERM</u>
-------------	-------------------	----------------	-------------

4:15 P.M.	Gregg Winston	Harwich Center Initiative 1 full vacancy 2 alternate vacancies Term expires on December 31, 2019	
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**Selectmen's Interview/Nominations Subcommittee
Selectmen's Office, Town Hall
Wednesday, December 20, 2018
4:15 p.m.**

AGENDA

I. CALL TO ORDER

II. NEW BUSINESS

- A. Interview applicant(s) for various committee vacancies including, but not limited to:
 - 1. Harwich Center Initiative

- C. Miscellaneous discussion (s) regarding appointments and/or procedure

III. 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."*

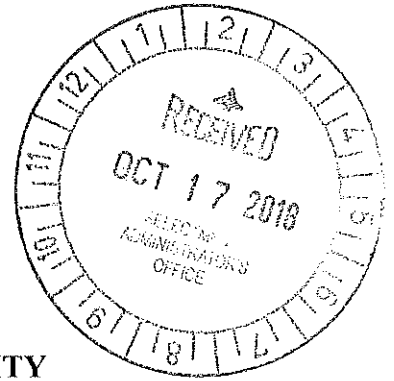
If you are deaf or hard of hearing or are a person with a disability who requires an accommodation, contact the Selectmen's Office at (508) 430-7512 ext. 2

Authorized Posting Officer:

Posted by: _____
Town Clerk

Sandra Robinson, Admin. Secretary

Date: December 13, 2018



**CITIZEN'S COMMITTEE VACANCY FORM
VOLUNTEER NOW -- SERVE YOUR COMMUNITY**

Town government needs citizens who are willing to give time in the service of their community. This form was adopted by the Selectmen as a means of compiling names of interested citizens to serve, on a voluntary basis, on Boards and Committees and Commissions

Vacancy Forms are updated to include categories consistent with the changing needs of the Town. Indicate your order of preference and return this form to:

**CITIZEN'S COMMITTEE VACANCY FORM
BOARD OF SELECTMEN
732 Main Street, Harwich, MA 02645**

Name Gregory Y. Winston Street/P.O. Box [REDACTED] Town Harwich Port Zip 02646

Occupation _____ Email [REDACTED] Telephone _____

(LIST IN ORDER OF PREFERENCE)

PLANNING AND PRESERVATION

- Agricultural Commission
- *Board of Appeals
- Brooks Academy Museum Commission
- Building Code Board of Appeals
- By-law/Charter Review Committee
- Community Preservation Committee
- *Conservation Commission
- Cultural Council
- Historical/Historic District Commission
- *Planning Board
- Real Estate, Open Space Committee
- Town Forest Committee
- Traffic Safety Committee
- Trail Committee
- Harwich Energy Committee
- OTHER _____

RECREATION

- Bikeways Committee
- Golf Committee
- Recreation & Youth Commission
- Waterways Committee

OTHER

- *Board of Assessors
- *Board of Health
- Capital Outlay Committee
- Cemetery Commission
- Community Center Facilities Committee
- Constable
- Council on Aging
- Disability Rights Committee
- Finance Committee
- Harwich Housing Committee
- Herring Supervisor (Voluntary)
- Saquatucket Development Committee
- Shellfish Constable (Voluntary)
- Treasure Chest Committee
- Wastewater Support Committee
- Youth Services Committee
- Voter Information Committee
- Harwich Center Initiative

* Please include a resume with form

Sandy Robinson

From: Gregory Winston [redacted]
Sent: Wednesday, October 17, 2018 3:41 PM
To: Sandy Robinson
Subject: Gregory Winston

Gregory Winston
Town of Harwich
Historic District commission
1983
1984
1985
2002
2003
2004
2010
2011
2012
2013 chairman
2014
2015
2016
Architectural Advisory committee
1984
1985

Cemetery Commission
1983
1984
1985
Harwich Center Initiative
2002
2003
2004
Harwich Center Initiative

Sent from my iPhone

December 27, 2018

Julie Kavanagh, Chair
Harwich Board of Selectmen
Harwich Town Hall
732 Main St.
Harwich, MA 02645



Dear Ms. Kavanagh,

We are writing to request a "Dangerous Dog Hearing" under Chapter 140, Section 157, which is our right as Dog Control Officer, Jack Burns, has informed us.

On Saturday, December 22, 2018 at approximately 1pm, my 79 year-old mother, Jane Brietzke of 61 Azalea Drive was attacked by a dog while out for her daily walk around the neighborhood. The attack happened on Blueberry Lane. The dog lunged at my mother knocking her down and she was unable to get up as the dog repeatedly lunged at her. The best she can recollect, is that she protected her face with one arm while the dog continued to bite her. She sustained a small fracture on her right elbow, soft tissue damage on her right arm, and lacerations on her right arm, left wrist, left flank, and left ear. In addition, she has bruises on the back of both shoulders and her bottom. She has also been put on antibiotics due to the nature of her injuries. We have attached pictures of some of her injuries. (Some pictures we are choosing not to share for privacy reasons, due to the location of the injuries.)

Eventually the dog ran off and my mother laid on the ground calling out for help. Although nobody heard her cries for help, two cars passing by ended up stopping and helped her get up. My mother then managed to walk a couple houses down to a neighbor she knows, Gail Johns of 31 Blueberry Lane, who called the authorities for help. The Police and Fire Dept. responded and my mother was transported to Cape Cod Hospital for treatment of her wounds.

The dog involved is owned by James Devine of 42 Blueberry Lane. This dog is well known to the neighbors as it has bitten neighborhood dogs, often barks uncontrollably, and has attacked a former Blueberry Lane resident, Anne Gallagher. We believe the incident with Anne may not have been reported to the authorities, but the Devine family is very well aware of it, as are many of the neighbors. It is believed that the Devines may have paid for Anne's medical care after the incident.

We have made every effort to contact the Harwich Police Department multiple times to find out if the animal was up to date on its shots, and to encourage them to process a formal complaint about the animal given the severity of my mother's injuries. In response to a phone call from me, Animal Control Officer Jack Burns, left me a voicemail message on December 23, 2018 at 11am reporting that he would be putting the dog under a 10-day quarantine and would talk to the owner about the situation. He stated in his voicemail message that "regardless of the severity of the bite or the severity of the circumstances, in my opinion, this would not rise to the level of having a hearing requested by me." The insensitivity of this message further victimized my mother, but this is what was said. I responded and left a voicemail back for Officer Burns stating that we respectfully disagreed with his position and thought he should see what my mother's injuries looked like before making that decision.

Yesterday morning I went to the Harwich police station to try and discuss the incident with someone in charge and show them pictures of the severity of my mother's injuries from the attack. I was directed once again to Officer Burns who met briefly with me in the lobby of the police station. He refused to look at any pictures of my mother's injuries stating it "didn't matter". And once again he stated we could request a hearing ourselves. I explained that I was trying to give the Harwich Police Department the courtesy of seeing the information first, but that we would indeed be pursuing the incident with the Board of Selectmen.

This has been a traumatic event both physically and emotionally for my mother as she was assaulted by this dog. To say that we are disappointed in the response to this incident would be a gross understatement. In fact, everyone we have told about the incident is also surprised about the follow up response. We truly believe this is a public safety issue as the dog's owner clearly cannot control his animal. And while Officer Burns stated to me that he doesn't deal with "what ifs", we wince to think what would have happened if my mother didn't have on her heavy winter coat the day of the attack, or if she had her little dachshund dog with her, or if it had been a child instead of her who was attacked. We believe these "what ifs" are actually very important to the Town of Harwich, as we believe the safety of the residents is a priority, and asking the "what ifs" may help prevent future incidents from occurring. It is unacceptable to think that the only resolution might be that my mother can no longer take her daily walk around the neighborhood due to safety concerns.

We look forward to being informed of the date and time of the hearing.

Sincerely,

Judi Wilson
(Daughter of Jane Brietzke)

and

Jane Brietzke
(61 Azalea Drive)

Attachment (1)

cc: Thomas Gagnon, Deputy Police Chief, Harwich Police Dept.
Kevin Considine, Lieutenant, Harwich Police Dept.
Chris Clark, Town Administrator

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

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

732 MAIN STREET, HARWICH, MA 02645



Summary of Project

Project Name: Receipt of annual Executive Office of Elder Affairs Formula Grant for FY 19 in the amount of \$55,548.00.

Funding Source: The Executive Office of Elder Affairs.

Summary: The Executive Office of Elder Affairs (EOEA) in providing the annual Formula Grant for FY 19 to the Harwich Council on Aging. The EOEA provides a grant to every town/city in Massachusetts based on the number of seniors residing in the Town (as calculated by the preceding national census). For FY 19, the EOEA has calculated the total grant amount to each town at a rate of \$12/senior (aged 60+). The funds are to be deposited in the COA EOEA account (Org numbers 12105411 and 12105412).

Bidding information: None of the purchases already made or anticipated for the remainder of FY 19 are subject to bid. Please see attached Formula Grant budget. *Inter governmental transfer - Exempt*

Conclusion: The project is recommended as presented for approval to the Board of Selectmen by the Town Administrator.

Town Administrator Christopher Clark

ATTACHMENT B - Council on Aging (COA) Formula Grant - FY 2019 - (pg 2 of 2)

Attachment B - COA Formula Grant -- FY 2019 --

Name of COA : HARWICH

Non-Personnel Cost Category	Municipal Funding* FY2019	(A)	(B)	NOTES
		PRELIMINARY x 12.00/elder# <i>(see below)</i>	Initial if a Revision	
				<i>Please leave blank.</i>
Operating Exp.				
Training/Prof Devel	\$1,280.00	\$1,000.00		1 night hotel x 2 for MCOA conf.(\$300), CPR training for staff(\$300), misc. training for staff (\$400)
Printing	\$650.00	\$5,748.00		Newsltr. Printing, 6 issues, written quotes obtained, EOEIA is recognized on every issue
Copier Maint & Serv	\$2,936.00			
Comptr Networking	\$2,600.00			
Prof/Tech Serv (Supp. Day Care)	\$10,400.00			
Advertising	\$800.00			
Postage	\$3,240.00			
Telephone/Data	\$1,440.00			
Purchased Serv	\$7,100.00			
Office Supplies	\$2,400.00	\$1,617.00		Misc. office supplies
Office Equip	\$700.00	\$1,500.00		new desk, file cabinet & chair for RN, and new chairs and/or file cab. for COA staff work areas
Bulk Fuel (for vans)	\$3,800.00			
Food & Food Serv. Supplies	\$34,290.00			
Nurses Off. Supplies	\$550.00			
Unclassified Supplies	\$1,450.00	\$500.00		Misc. kitchen supplies for use in COA programming
Travel Reimb.	\$2,280.00			
Dues	\$1,370.00			
COA Revenues/Prog. Fees	(\$20,000.00)			
Other Expenses				
Volunteer Recognition		\$2,063.00		Max. recognition is \$16.50 x 125 volunteers
Van Emerg. Kits		\$400.00		Create emerg. Kits for COA vehicles
Movie License		\$200.00		Ann. Renewal of movie license
Kitchen Equipment		\$2,500.00		New commercial stove & convection oven to aid Chef in preparation of large scale meal prep. Funds to promote specialty fitness program to prevent falls & increase wellness for vulnerable elders by making it free during May 2019/Older Amer. Month
Healthy for Life Fitness Promo		\$320.00		
Balance Boosters Fitness Equip		\$2,000.00		Equipment for Balance Booster fitness program aimed at reducing fall risks & keeping vuln. Seniors moving
Special Programming		\$2,000.00		Special programs for seniors - TBD
iPad for Soc. Serv. Coord.		\$700.00		For use with data plan for Soc. Serv. To use in community while doing outreach visits
Laptop for COA		\$1,200.00		To include laptop, cordless mouse, software, bag, etc. for use by COA staff and in COA programs
Furnishings - Counseling Room		\$1,800.00		Provide approp. scaled conf. table & chairs covered with health care vinyl in SHINE/Counseling Rm
Furnishings - Glass Room		\$3,000.00		New computer work station, tables & chairs
Subtotal (P 2)	\$57,286.00	\$26,548.00	\$0.00	DATE OF THIS BUDGET: 09/12/2018
Sub Total (P 1)	\$370,480.00	\$29,000.00	\$0.00	
TOTALS - (P 1 & P 2)	\$427,766.00	\$55,548.00	\$0.00	<i>Prepared By: Judi Wilson, Director, Harwich COA</i>

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the [Executive Office for Administration and Finance \(ANF\)](#), the [Office of the Comptroller \(CTR\)](#) and the [Operational Services Division \(OSD\)](#) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under [Guidance For Vendors - Forms](#) or www.mass.gov/osd under [OSD Forms](#).

CONTRACTOR LEGAL NAME: TOWN OF HARWICH		COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs MMARS Department Code: ELD	
Legal Address: (W-9, W-4, T&C): 732 MAIN ST HARWICH, MA 02645-2717		Business Mailing Address: 1 Ashburton Place Room 517, Boston, MA 02108	
Contract Manager: Judi Wilson		Billing Address (if different):	
E-Mail: jwilson@town.harwich.ma.us		Contract Manager: Stacey Anne O'Connell	
Phone: 508-430-7550	Fax:	E-Mail: Stacey.O'Connell@MassMail.state.ma.us	
Contractor Vendor Code: VC6000191822		Phone: 1-617-222-7419	Fax: 1-617-727-9368
Vendor Code Address ID (e.g. "AD001"): AD001. Note: The Address Id Must be set up for EFT payments.)		MMARS Doc ID(s): FY19COAHarwich000000	
		RFR/Procurement or Other ID Number: Grant Award	
<input checked="" type="checkbox"/> NEW CONTRACT		CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form , scope, budget) <input checked="" type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions _____ Commonwealth Terms and Conditions For Human and Social Services.			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). \$55,548.00			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days % PPD; Payment issued within 15 days % PPD; Payment issued within 20 days % PPD; Payment issued within 30 days % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle statutory/legal or Ready Payments (G.L. c. 29, § 23A); only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy .)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: This contract is to locally distribute a formula grant award to the Councils on Aging of the municipalities of the Commonwealth. The award amount is determined by a census-based allocation of available grant funding. Funds may support Council on Aging activities as identified in the annually published COA Formula Grant Guide. The activity performance period for this award is 7/1/2018 – 6/30/2019. The municipality will complete a final fiscal report accounting for how these grant funds were applied. Ongoing eligibility for formula grant funding is contingent on satisfactory prior year performance. All approved obligations incurred prior to the effective date of this agreement (for which payment obligations have been triggered) and are intended to be part of this agreement, are to be funded from the total amount awarded under this agreement.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . <input checked="" type="checkbox"/> 3. were incurred as of July 1, 2018 , a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of June 30, 2019 with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " Effective Date " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR:		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:	
X: _____ Date: <u>1-7-19</u> (Signature and Date Must Be Handwritten At Time of Signature)		X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: <u>Christopher Clark</u> Print Title: <u>Town Administrator</u>		Print Name: <u>Alessandro Vianello</u> Print Title: <u>Chief Financial Officer</u>	

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the [Executive Office for Administration and Finance \(ANF\)](#), the [Office of the Comptroller \(CTR\)](#) and the [Operational Services Division \(OSD\)](#) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under [Guidance For Vendors - Forms](#) or www.mass.gov/osd under [OSD Forms](#).

CONTRACTOR LEGAL NAME: TOWN OF HARWICH	COMMONWEALTH DEPARTMENT NAME: Executive Office of Elder Affairs MMARS Department Code: ELD
Legal Address: (W-9, W-4,T&C): 732 MAIN ST HARWICH, MA 02645-2717	Business Mailing Address: 1 Ashburton Place Room 517, Boston, MA 02108
Contract Manager: Judi Wilson	Billing Address (if different):
E-Mail: jwilson@town.harwich.ma.us	Contract Manager: Stacey Anne O'Connell
Phone: 508-430-7550 Fax:	E-Mail: Stacey.O'Connell@MassMail.state.ma.us
Contractor Vendor Code: VC 6000191822	Phone: 1-617-222-7419 Fax: 1-617-727-9368
Vendor Code Address ID (e.g. "AD001"): AD001. Note: The Address Id Must be set up for EFT payments.)	MMARS Doc ID(s): FY19COAHarwich000000 RFR/Procurement or Other ID Number: Grant Award
<p style="text-align: center;">X NEW CONTRACT</p> PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form , scope, budget) <input checked="" type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)	<p style="text-align: center;">CONTRACT AMENDMENT</p> Enter Current Contract End Date Prior to Amendment: _____, 20____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions _____ Commonwealth Terms and Conditions For Human and Social Services.	
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$55,548.00	
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CONTRACT END DATE: Contract performance shall terminate as of June 30, 2019 with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____, Date: 1-7-19 (Signature and Date Must Be Handwritten At Time of Signature) Print Name: Christopher Clark Print Title: Town Administrator	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____, Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: Alessandro Vianello Print Title: Chief Financial Officer



COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF
ENERGY AND ENVIRONMENTAL AFFAIRS
DEPARTMENT OF ENERGY RESOURCES
100 CAMBRIDGE ST., SUITE 1020
BOSTON, MA 02114
Telephone: 617-626-7300
Facsimile: 617-727-0030

Charles D. Baker
Governor

Karyn E. Polito
Lt. Governor

Matthew A. Beaton
Secretary

Judith F. Judson
Commissioner

December 27, 2018

Julie E. Kavanagh, Chair, Board of Selectmen
732 Main Street
Harwich, MA 02645

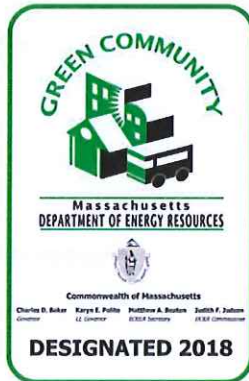
Dear Chairman Kavanagh:

Congratulations on the Town of Harwich's designation as a Green Community! This designation is quite an achievement and reflects the hard work and tireless efforts your community has exhibited in meeting the Green Communities Designation and Grant Program's five criteria. Meeting these criteria is proof of Harwich's position as an energy leader in Massachusetts, poised to reduce its energy costs, improve the local environment and implement energy efficiency and renewable energy projects with funding through the Green Communities Designation and Grant Program. The purpose of this letter is to confirm your Green Community designation in writing and provide you with program information and activities relevant to you as a newly-designated Green Community.

Along with this designation, the Town of Harwich has been awarded a grant of \$152,910. A formulaic allocation has been established that consists of a base grant per community of \$125,000, plus an amount adjusted for population and income. To receive this grant award, the Town of Harwich will be required to submit a project application proposing how these funds will be spent. The Green Communities Division ("Division") will begin accepting grant applications immediately on December 28, 2018 and the deadline for designation grant applications is 5pm on February 8, 2019. The Green Communities grant application guidance with submission instructions is provided as a separate attached document. Please be sure to work with your Regional Coordinator, Seth Pickering at (508) 946-2838, to identify potential energy projects and coordinate with vendors and utility companies.

SIGNS

Each designated Green Community receives four (4) 12" x 18" aluminum signs to be displayed in your community. While you are free to place these signs wherever you choose within your community, the Division recommends installing them in highly-visible, high pedestrian traffic areas (such as near municipal offices, schools, and downtown business districts, and/or within parks and along walking paths). If installed on roadways, the Division recommends hanging them at approximately eye-level for motorists, to maximize readability.



CERTIFICATES

Each Green Community will receive an official certificate for display pronouncing the municipality's designation as a Green Community and including the designation date and signatures of the Governor, Lieutenant Governor, Secretary of Energy and Environmental Affairs, and Commissioner of the Department of Energy Resources.

Again, congratulations on becoming a Green Community. The Division looks forward to working with the Town of Harwich to meet the objectives of the Green Communities Designation and Grant Program and to support you in meeting your local energy goals. Thank you for your commitment to a cleaner energy future for Massachusetts.

Sincerely,

Nicholas Connors
Director, Green Communities Division

Cc: Christopher Clark, Town Administrator

Seth Pickering, Green Communities Regional Coordinator

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

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

732 MAIN STREET, HARWICH, MA 02645



Summary of Project

Project Name: Town Wide Radio

Funding Source: Article 10, Item 4

Summary: Utilizing remaining funds in Town Meeting Article to continue to purchasing radio equipment. Equipment purchased this year will advance the Town's progress.

Bidding information: Items were purchased utilizing the State's preferred procurement method, the State Bid list.

Conclusion: The Town Administrator recommends the purchase as presented.

A handwritten signature in blue ink, appearing to read "C. Clark", is written over a horizontal line.

Town Administrator Christopher Clark

Project Name: TOWN WIDE RADIO TM Year and Article #: FY18 Appropriation: \$ 100,000 *
 Low Bidder: PHASE II ART 10 ITEM 4 Bid Price: \$ 13,857.29
 ADD ON RADIOS PHASE II

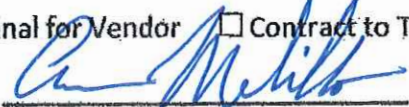
10/10/18 Revised Procurement Checklist

Please complete checklist below for contracts requiring Selectmen* signature **before Wednesday morning**** in order to get sign-off approval from the Town Administrator or the Assistant Town Administrator.

*Note: contracts (not grants) **below \$25,000** can be signed by Town Administrator.

- 1. Please provide a separate page titled "Summary of Project" which includes:
 - a. Provide how many bidders there were, the range of bids, and apparent low bidder. N/A STATE BID
 - b. Identify the funding source, such as article number and amount approved.
 - c. Include what you feel is pertinent, but keep this section to 4 sentences or less.
- 2. Finance Director has signed that funds are available: Carl Corrado Account # 618010 01122A21
- 3. Please provide a single copy of the bid packet along with all supporting documents.
- 4. Please use K-P Law provided standardized contracts. * Remaining Balance #14,359.

Buildings and Public Works	Goods and Services	
<input type="checkbox"/> C1. Please show Prevailing Wage was used.	<input checked="" type="checkbox"/> GS1. If procured using the State Bid List:	
<input type="checkbox"/> C2. If construction is near \$10,000 you also need:	<input type="checkbox"/> a. Over \$25,000 please show project was on the Capital Plan.	
<input type="checkbox"/> a. Written spec sheet.	<input checked="" type="checkbox"/> GS2. If project is over \$5,000:	
<input type="checkbox"/> b. Advertised for two weeks on Central Register and COMMBUYS.	<input checked="" type="checkbox"/> a. Please provide written spec sheet used and who it was sent to.	
<input type="checkbox"/> c. Apparent low bidder posted to Town website.	<input type="checkbox"/> b. Maximum contract length is three years.	
<input type="checkbox"/> C3. If construction over \$25,000 you need C1, C2, as well as:	<input type="checkbox"/> GS3. If project is over \$50,000:	
<input type="checkbox"/> a. Show project was in the Capital Plan.	<input type="checkbox"/> a. Show project was advertised for two weeks in a newspaper and on COMMBUYS.	
<input type="checkbox"/> b. Low bidder provides 50% payment bond after Selectmen's countersignature.	<input type="checkbox"/> b. Show project utilized sealed bids.	
<input type="checkbox"/> C4. If construction over \$50,000 you need C1, C2, C3, as well as:	<input type="checkbox"/> c. Apparent low bidder posted to Town website.	
<input type="checkbox"/> a. Bid Bond of 5% of total value.	<input type="checkbox"/> GS4. If project is over \$100,000:	
<input type="checkbox"/> b. Sealed Bids.	<input type="checkbox"/> a. Show project was advertised for two weeks in COMMBUYS and Goods and Services Bulletin.	
<input type="checkbox"/> c. End of Public Works construction requirements	<input type="checkbox"/> b. Show project utilized sealed bids.	
<input type="checkbox"/> C5. If Building estimated construction costs are over \$100,000 and estimated design costs are over \$10,000 you'll need to follow the Designer Selection RFQ process:	Note 1: If lowest bidder was found to be either not responsive or not responsible, the Town may begin negotiations with next lowest bidder.	
<input type="checkbox"/> a. Advertise in Central Register and local newspaper for two weeks.	Note 2: Bids may be negotiated downwards but never higher than original quote.	
<input type="checkbox"/> b. Set a designer fee or price ceiling.	Note 3: Municipalities shall not provide a down payment, deposit, or provide funding before possession of purchased item.	
<input type="checkbox"/> c. Use Standard Designer Application Form		
<input type="checkbox"/> C6. If Building construction over \$150,000 you'll need C1, C2, C3, C4, C5, as well as:		
<input type="checkbox"/> a. 100% payment bond was in bids.		
<input type="checkbox"/> b. 100% performance bond was in bids.		
<input type="checkbox"/> c. DCAMM certified bidders.		
<input type="checkbox"/> i. DCAMM certified sub-bids if over \$25,000.		
<input type="checkbox"/> C7. If Building construction over \$10,000,000 you'll need C1, C2, C3, C4, C5, C6, as well as:		
<input type="checkbox"/> a. Solicit qualifications prior to sealed bids.		

Original for Accounting Original for Procurement Original for Vendor Contract to Treasurer's
 Signature of Town Administrator or Assistant Town Administrator: 

Note: Failure to gain sign-off **before Wednesday at noon results in the contract being delayed to the next meeting.



Harwich Fire Department



Fire Suppression

Prevention

Emergency Services

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

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

December 18, 2018

Town wide radio system – Phase 2.2

Phase one of the Town Wide Radio system was built out in Fiscal Year 18. It is a Motorola MotoTRBO Capacity Plus System. As a scalable, single-site digital trunking solution, it allows the town multiple options for increased system capacity; end users and channels, with a limited number of frequencies. Because of the proprietary nature of the system, we are required to specify Motorola products to work with the system.

Phase 1 (FY18 - Completed)

- Installed infrastructure
- Mobile and Portable Radios for Water Department
- Base Radios for Water Department
- Mobile Radios for Fire Department
- Mobile and Portable Radios for Recreation Department

Phase 2 (FY19 - Completed)

- Mobile, portable and base radios for Department of Public Works
- Install of mobile radios for Recreation Department
- Portable radios for Police Department with vehicle chargers.

Phase 2.2 (Add on)

- Harbormaster 2 Control Stations, 3 Mobiles plus install
- COA/Community Center, 1 Control Station, 2 mobiles plus install
- Recreation Department, 3 Mobiles

With the remaining funds in the FY19 appropriation we can nearly complete the system. This will reduce the funding request for FY20 to \$20,000 which is half of the current request. The second phase of Phase 2 will finish off the Council on Aging, Recreation Department and the Harbormaster.

Respectfully submitted,

David LeBlanc



Quotation

1230 Furnace Brook Parkway
 Quincy, MA 02169
 617-770-0212 (P) 617-770-0429 (F)

Date : 12/18/2018
 Quotation Number : 34573-2

Quotation For : Harwich, Town of / Fire Dept.
 Attention : David LeBlanc
 d.leblanc@harwichfire.com

Phone : 508-364-4432
 Fax : 508-432-5685

Invoice To: Harwich, Town of / Fire Dept.
 175 Sisson Road
 Harwich, MA 02645-2616

Ship To: Harwich, Town of / Fire Dept.
 175 Sisson Road
 Harwich, MA 02645-2616

Salesperson	Terms	Quote Valid To	Shipping Date	Shipping Via
Vincent Mascio	N30		TBA	Best Way

Comments or Special Instructions Phase 3 Continued - HM, COA Comm Ctr Rec Dept

Quantity	Description	Unit Price	Amount
	=====		
	CONTROL STATIONS FOR: (2) HARBORMASTER (1) COA COMM CENTER		
	=====		
3.00	Mob, XPR 5580e, 806-941 MHz Includes: Palm Microphone Includes: Power Cables Includes: Dash Mount Radio Configuration	\$935.25	\$2,805.75
3.00	Price Increase Includes (5) Year Warranty on Parts & Software Power Supply,XPR5000	\$172.29	\$516.87
3.00	Desktop Microphone, XPR5000 Series	\$101.20	\$303.60
3.00	Ant,Mobile,806-894MHz,3db,NMO	\$24.04	\$72.12
3.00	Ant, Mobile, Mag Mount, Mini UHF (MAGNETIC MOUNT)	\$27.41	\$82.23
3.00	Prog New Radio	\$35.00	\$105.00
3.00	Set Up (3) Control Stations, 30 minutes each	\$125.00	\$375.00
	=====		
	DASH MOUNT MOBILE RADIOS: HARBORMASTER (3) COA/COMM CENTER (2) RECREATION DEPT (3)		
	=====		
8.00	Mob, XPR 5580e, 806-941 MHz	\$935.25	\$7,482.00
8.00	Ant,Mobile,806-894MHz,3db,NMO	\$24.04	\$192.32
8.00	MB8UM - 0-1000 MHz, 3/4" Brass Mount, Mini UHF	\$17.80	\$142.40
8.00	Prog New Radio	\$35.00	\$280.00
5.00	Inst Front Mount Mobile @ Cust	\$300.00	\$1,500.00
	(3) MOBILE INSTALLS OWNED FROM PHASE 2		



Quotation

Date : 12/18/2018

Quotation Number : 34573

1230 Furnace Brook Parkway
 Quincy, MA 02169
 617-770-0212 (P) 617-770-0429 (F)

Quantity	Description	Unit Price	Amount

Authorized Signature: _____ Date : _____ P.O. Number : _____	\$13,857.29 Tax Rate 0.00 % Sales Tax \$0.00 Shipping and Handling \$0.00 TOTAL \$13,857.29
---	--

Please make all checks payable to **COMTRONICS CORPORATION**
 If you have any questions concerning this quote, please call Vincent Mascio

THANK YOU FOR YOUR BUSINESS !!!

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039



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

732 MAIN STREET, HARWICH, MA 02645

Summary of Project

Project Name: Geotechnical Services

Funding Source: The Fire Stations 2 geotechnical services were funded out of 04420A2/618024/1824

Summary: Fire Stations 2 is progressing and geotechnical services for the site were engaged. The original bid was for \$11,000 and this contract has come in for \$11,000 with KBA's 14% markup.

Bidding information: The Fire Station 2 project has already been through the bid process.

Conclusion: The project is approved as presented by the Town Administrator.

Town Administrator Christopher Clark



Harwich Fire Station 2

April 30, 2018

Bid Results with Budget

Base Bid

Description	Subtotals	Total	Comments
		\$5,645,432	<i>Bid value as received on April 26th.</i>
Mill City Construction Bid			
Owner's Construction Contingency (5% of construction cost)		\$284,568	
Construction Cost Total:		\$5,930,000	
 Equiping Costs			
Security & Access Control		\$100,000	<i>Allowance based on estimated cost</i>
Firematic Equipment		\$50,000	<i>Allowance</i>
Relocate & Expand Vehicle Exhaust System		\$55,000	<i>Allowance based on reuse of existing equipment</i>
Furniture & Furnishings		\$95,000	<i>Allowance</i>
Communications Equipment		\$50,000	<i>Allowance owner to verify</i>
Network & Computers		\$50,000	<i>Allowance owner to verify</i>
 Owner's Indirect Costs			
Geotechnical Field Observation		\$11,000	<i>Allowance</i>
Arch. & Eng. Fees (Phase II)		\$214,240	<i>Balance of design team fee not including phase I</i>
Clerk of the Works		\$90,000	<i>Hired by town for field observation</i>
Hazardous Material Monitoring		\$4,100	<i>Allowance based on report</i>
Utility Backcharge		\$25,000	<i>Allowance</i>
Moving		\$25,000	<i>Allowance</i>
Bid Doc Reproduction / Miscellaneous		\$5,000	<i>Assume OnLine Service</i>
Legal/Advertising		\$5,000	<i>Allowance</i>
Material Testing		\$25,000	<i>Allowance</i>
Indirect Project Costs (Fees, F&E, Bidding, Testing, etc.)		\$804,340	
Owner's Contingency (2% of all costs)		\$15,660	
Subtotal Indirect Costs:		\$820,000	
Total Project Cost:		\$6,750,000	



AIA[®]

Document G802™ – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Harwich Fire Station #2
Harwich, MA

AGREEMENT INFORMATION:
Date: September 1, 2017

AMENDMENT INFORMATION:
Amendment Number: 005

Date: December 18, 2018

OWNER: *(name and address)*
Town of Harwich
732 Main Street
Harwich, MA 02645

ARCHITECT: *(name and address)*
Kaestle Boos Associates, Inc.
416 Slater Road
P.O. Box 2590
New Britain, CT 06050-2590

The Owner and Architect amend the Agreement as follows:
Additional Geotechnical Services required as described in LGCI's proposal dated January 11, 2018 attached as Exhibit A

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

TOTAL FEE: Twelve Thousand, Six Hundred Fifty Dollars (\$12,650.00)
(Fee Includes Kaestle Boos Associates, Inc.'s 15% markup)

As detailed in the attached Exhibit A

Schedule Adjustment:

As detailed in the attached Exhibit A

SIGNATURES:

Kaestle Boos Associates, Inc.
ARCHITECT *(Firm name)*

Town of Harwich
OWNER *(Firm name)*

Michael J. McKeon, AIA
Vice President
PRINTED NAME AND TITLE

Christopher Clark
Town Administrator
PRINTED NAME AND TITLE

DATE

12/28/2018
DATE



AIA® Document G802™ – 2017

Amendment to the Professional Services Agreement

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Harwich Fire Station #2
Harwich, MA

AGREEMENT INFORMATION:
Date: September 1, 2017

AMENDMENT INFORMATION:
Amendment Number: 005

Date: December 18, 2018

OWNER: *(name and address)*
Town of Harwich
732 Main Street
Harwich, MA 02645

ARCHITECT: *(name and address)*
Kaestle Boos Associates, Inc.
416 Slater Road
P.O. Box 2590
New Britain, CT 06050-2590

The Owner and Architect amend the Agreement as follows:
Additional Geotechnical Services required as described in LGCI's proposal dated January 11, 2018 attached as Exhibit A

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

TOTAL FEE: Twelve Thousand, Six Hundred Fifty Dollars (\$12,650.00)
(Fee Includes Kaestle Boos Associates, Inc.'s 15% markup)

As detailed in the attached Exhibit A

Schedule Adjustment:

As detailed in the attached Exhibit A

SIGNATURES:

Kaestle Boos Associates, Inc.

ARCHITECT *(Firm name)*

SIGNATURE

Michael J. McKeon, AIA
Vice President

PRINTED NAME AND TITLE

12/28/18
DATE

Town of Harwich

OWNER *(Firm name)*

SIGNATURE

Christopher Clark
Town Administrator

PRINTED NAME AND TITLE

12/28/2018
DATE

January 11, 2018

Todd M. Costa, AIA
Kaestle Boos Associates, Inc.
325 Foxborough Blvd., Suite 100
Foxborough, MA 02035
Phone: (508) 549 9906
Fax: (508) 549-9907
E-mail: tcosta@kba-architects.com

**Re. Proposal for Geotechnical Services
Proposed Fire Station No. 2
Harwich, Massachusetts
LGCI Proposal No. 18004**

Dear Mr. Costa:

Lahlaf Geotechnical Consulting, Inc. (LGCI) appreciates the opportunity to submit this proposal to provide preliminary geotechnical services for the proposed Fire Station No. 2 in Harwich, Massachusetts. Our proposal is based on information provided to us in your request for proposal (RFP) dated January 10, 2018 and during our subsequent phone conversation.

The purpose of our services is to explore the subsurface conditions at the site and to provide recommendations about feasibility of shallow foundations. We have also included in this proposal services related to field observations during construction.

Project Understanding and Site Description

We understand that the Town of Harwich plans to build a new fire station at the site of Fire Station No. 2. The site is located at No. 149 Route 137 in Harwich, Massachusetts. The site is currently occupied by the existing one-story Fire Station No. 2 building, driveway, parking lot, and wooded land. Based on an undated drawing titled: "Harwich Fire Station #2," prepared by Kaestle Boos Associates, Inc. (KBA) and provided to us with the RFP, the grades at the site range between El. 92 feet near the southern side of the site and about El. 102 feet near the northern side of the side.

We understand that the proposed station will be constructed in the currently wooded area on the southern side of the site. We understand that the proposed station will have a footprint of about 10,000 square feet, will be one story high, and will not have a basement.

Technical Approach

The RFP included a plan showing five (5) borings. Tree clearing will be required to access the boring locations within the proposed building footprint. We have assumed that the trees will be cleared by the Town of Harwich DPW using DPW personnel and equipment before the start of our borings. We have assumed that the DPW will also excavate four (4) to six (6) test pits within the proposed parking lot and driveway.

Proposed Scope of Work

1. Utility Location – LGCI will mark the exploration locations in the field by taping the distances from the existing landmarks. We will contact the utility clearance agency, Dig Safe Systems, Inc. (Dig Safe) and the Town of Harwich to assist the owner in locating underground utilities at the site. We request that you provide us with current utility plans. We request that a representative of the Town observe our marked exploration locations to clear them for private utilities, including water, sewer, and drains. LGCI will not assume responsibility for damage to unmarked or mismarked underground features and utilities.
2. Tree Clearing and Test Pits – We request that the Town of Harwich DPW clear a path to the proposed boring locations. We also request that the DPW perform up to six (6) test pits at the site. The test pits should be advanced to depths of about 12 feet or to refusal, whichever occurs first. The test pits should be backfilled with the excavated material that should be placed in 1 to 2-foot lifts and compacted with the excavator bucket.
3. Drilling Subcontractor – We will engage a drilling subcontractor to advance up to five (5) borings as requested in the proposal. One boring will be advanced to a depth of up to 40 feet, the remainder of the borings will be advanced to depths of up to 20 feet. We may substitute one test pit for a boring. The drilling subcontractor will perform standard penetration tests (SPT) and obtain split-spoon samples at 5-foot intervals and at perceived strata changes.

We have assumed that no permits are required to perform the borings, and that no coordination with the local conservation commission is needed. If we encounter an environmental condition in a boring, we will halt the drilling and we will notify you.

We estimate that the borings will be completed in one (1) day. We have assumed that our explorations will be performed during a normal 8-hour shift between 7:00 a.m. and 3:00 p.m. We have assumed one mobilization of the drilling equipment.

4. Geotechnical Field Engineer – We will provide a field engineer at the site to coordinate and observe the test pits and borings, collect soil samples, and prepare field logs.
5. Laboratory Testing – We will submit two (2) soil samples from the test pits for grain-size analysis or Atterberg Limits. The purpose of the tests is to assess the suitability of reusing the onsite materials as backfill.



6. Geotechnical Report – We will prepare and submit our report electronically. Our report will include the following:
 - Summary of the subsurface investigation methods used;
 - Description of the subsurface conditions;
 - LGCI’s boring logs;
 - LGCI’s test pit logs;
 - Depth to refusal, if encountered;
 - Plan showing boring and test pit locations;
 - Groundwater data;
 - Laboratory test results;
 - Our opinion about the feasibility of shallow foundations;
 - Recommendations for allowable net bearing pressures for shallow foundations, or alternate foundation system, if needed;
 - Seismic Recommendations in accordance with the Massachusetts State Building Code, Ninth Edition; and
 - Recommendations for subgrade preparation and backfill including removal of unsuitable soils, and suitability of reusing onsite materials as backfill.

7. Review Specifications and Drawings – We will review the Earth Moving Specifications prepared by KBA, and we will review the geotechnical aspect of the foundation drawings and provide written comments. We have budgeted six (6) hours for this task.

8. Kickoff Meeting for Field Services – We propose attending a kickoff meeting with KBA, the OPM, and the site contractor prior to the start of site clearing and the construction phase. We have budgeted six (6) hours for this task, including traveling to and from the meeting.

9. Contractor Submittals and RFIs – LGCI will assist KBA in reviewing requests for information (RFIs) related to geotechnical issues. We have budgeted eight (8) hours for this task.

10. Observe Subgrade Preparation – We will provide a geotechnical engineer to observe the removal of the topsoil and the existing fill, and the subgrade of the proposed footings and slabs. We have not included in our scope observing the subgrade of paved areas. Please let us know if you wish for us to observe this work. Our engineer will also provide recommendations about the suitability of backfill materials. In addition, we would be pleased to attend site meetings regarding the foundation work, if requested. Our scope does not include observation of backfilling operations and field density testing. We understand that the owner will retain a separate testing agency to perform these services. We have assumed that eight (8) site visits will be needed for our services. We have budgeted nine (9) hours per visit, including travel to and from the site. If construction takes place during inclement weather or in the winter months, the number of our site visits may need to be increased due to additional time taken for construction.



11. Field Observation Reports, Review and Coordination – We will provide a geotechnical engineer to consult with you and with the contractor during earthwork operations. Our engineer will prepare daily field reports containing a summary of our observations and a summary of the geotechnical recommendations made in the field. Our reports will be submitted weekly at the beginning of the week following our visits. We have budgeted about one hour per field report and eight (8) hours for a project manager's time for coordination and review.

Recommendations for unsupported slopes, stormwater management, erosion control, pavement design, detailed cost, slope stability analyses, and quantity estimates are not included in our scope of work.

LGCI will not perform an assessment to evaluate the presence or absence of hazardous or toxic materials above or below the ground surface at or around the site. Any statement about the color, odor, or the presence of suspicious materials included in our boring logs or report will be made by LGCI for information only and to support our geotechnical services.

Proposed Schedule

Assuming that there are no delays with site access or other factors such as permitting, LGCI will begin scheduling the field exploration work upon receiving authorization in the form of a signed copy of this proposal. Our drilling subcontractor will mobilize to the site within about two to three weeks of receiving authorization to proceed or the borings being cleared of utilities, whichever occurs last. LGCI can provide you with preliminary boring and test pit logs, and preliminary geotechnical recommendations within one week of completing our field work. Our letter report will be submitted within about two weeks of completing the borings and test pits.

During construction we generally require one week to respond to contractor submittals and RFIs, and we require a one-week notice for the first site visit. During construction, we will coordinate our work with the contractor. We request a minimum of a 2-day notice before each visit.

Project Fee for Geotechnical Services

We propose performing our services described in scope items 1 to 7 for the lump sum of ~~\$9,675~~, and our construction phase services on a time-and-expenses basis using the rates shown below. For our construction phase services (scope items 8 to 11), we recommend budgeting \$11,000.

Field Engineer: \$95/hour

Senior Engineer: \$125/hour

Mileage: 0.54/mile

Other Expenses: At cost + 15 percent

Additional days of drilling will be billed at \$3,750 per day, including our field engineer and paying the prevailing wage rates for the drillers.



**Proposal for Geotechnical Services
Proposed Fire Station No. 2
Harwich, Massachusetts
LGCI Proposal No. 18004**

The breakdown of our fee is shown below:

Explorations, Report, and Specs		
1a	Mark Borings and Utility Clearance	\$620
1b	Utility Clearance	\$175
2	Tree Clearing and Test Pits (By Town)	
3a	Coordinate with and Engage Drillers (M/D + 1 day)	\$2,600
3b	Prevailing Wages for Drillers	\$650
5	LGCI Engineer (2 days for borings and test pits)	\$2,100
5	Laboratory Testing	\$180
6	Geotechnical Report	\$2,600
7	Review Specs and Drawings	\$750
		\$9,675
Field Services During Construction		
8	Kickoff meeting at project site	\$800
9	Contractor Submittals and RFIs	\$750
10	Observe Subgrade Preparation	\$7,740
11	Field Observation Reports, Review and Coordination	\$1,760
		\$11,000

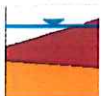
No services beyond those described above would be provided without your prior knowledge and approval. If site conditions or your needs require a change in the scope of work, we will prepare for your approval a change order request that summarizes the changes to the project scope and fee. The fee is based on the following additional conditions:

- Our costs and fees indicated in this proposal are valid for a period of six months from the date of the proposal. Our unit rates will be increased by 4 percent per year after the first 6 months following the date of this proposal.

Terms and Conditions

~~We propose to perform our work in accordance with LGCI's Standard Conditions for Engagement (attached). Your acceptance of this proposal by signing and returning one complete copy will form our agreement for these services, and will serve as written authorization to proceed with the described scope of work.~~

LGCI trusts that the above proposal will be sufficient to meet your needs. If this proposal is acceptable, please sign and return a complete copy of this proposal to LGCI. If you have any questions, please call us at (978) 330-5912.



**Proposal for Geotechnical Services
Proposed Fire Station No. 2
Harwich, Massachusetts
LGCI Proposal No. 18004**

Sincerely,

LAHLAF GEOTECHNICAL CONSULTING, INC.



Abdelmadjid M. Lahlaf, Ph.D., P.E.
Principal Engineer

Enclosures: LGCI's Standard Conditions for Engagement

Agreed to by (please type name): _____ **on (date):** _____

Company Name: _____

Signature: _____



1. CONTRACT. The Contract is the Agreement that is signed and dated by Lahlaf Geotechnical Consulting, Inc. (LGCI) and is signed and dated or accepted in writing by the Client, and that includes by reference these **General Conditions**. These Conditions shall apply to any and all subsequent amendments, additions, or modifications to the scope of work performed under this Contract unless specifically agreed in writing by both parties.

2. PAYMENT. Client agrees to pay LGCI in accordance with the fee schedule and payment terms provided in the Contract. All payments will be made by either check or electronic transfer to the address specified by LGCI and will include reference to LGCI's invoice number. LGCI will submit invoices monthly for work completed during the preceding period or upon completion of a specified scope of service, as described in the Contract. Client agrees to pay each invoice within thirty (30) days of its receipt. Client agrees to pay LGCI's cost of collection of all amounts due and unpaid after 60 days, including court costs and reasonable attorney's fees. These general conditions are notice, where required, that LGCI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 60 days of invoice shall constitute a release of LGCI from any and all claims that client may have whether in tort, contract or otherwise, and whether known or unknown at the time.

3. STANDARD OF CARE. LGCI will perform its services, obtain its findings and prepare its reports in accordance with our proposal, client's acceptance thereof, these general conditions, and with generally accepted principles and practices. LGCI will perform its professional services in a manner consistent with that degree of skill and care ordinarily exercised by members of LGCI's profession currently practicing in the same locality under similar conditions and on similar projects. LGCI makes no warranties or representations, either expressed or implied, regarding the quality of services provided hereunder. Statements made in LGCI's report are opinions based on engineering judgment and are not to be construed as representations of fact. Nothing in this Contract shall be construed as establishing a fiduciary relationship between Client and LGCI.

4. RIGHT OF ENTRY. Client agrees to furnish LGCI with the right-of-entry and a plan of boundaries of the site where LGCI will perform its services. If Client does not own the site, Client represents and warrants that it will obtain permission for LGCI's access to the site to conduct site reconnaissance, surveys, borings, and other explorations of the site pursuant to the scope of services in the Contract. LGCI will take reasonable precautions to minimize damage to the site from use of equipment, but LGCI is not responsible for damage to the site caused by normal and customary use of equipment. The cost for restoration of damage that may result from LGCI's operations has not been included in its fee. LGCI will perform such additional work upon written request and client agrees to pay LGCI for the restoration costs.

5. CLIENT'S DUTY TO NOTIFY ENGINEER. Client represents and warrants that it has advised LGCI of any known or suspected hazardous materials, utility lines or pollutants. Unless otherwise agreed upon, Client will identify locations of buried utilities and other underground structures in areas of subsurface exploration. LGCI will take reasonable precautions to avoid damage to the buried utilities and other underground structures noted. Unless LGCI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to accept risk of and defend, indemnify and save LGCI harmless from all claims, losses, costs and expenses, including reasonable attorney's fees resulting from the exploration work.

6. CONSTRUCTION SERVICES. If included in the scope of services in the Contract, LGCI will provide personnel to observe the specific aspects of construction stated in the Contract and to ascertain that construction is being performed, in general, in accordance with the plans, specifications and LGCI's recommendations.

a. LGCI cannot provide its opinion on the suitability of any part of the work performed unless LGCI's personnel make measurements and observations of that part of the construction. By performing construction observation services, LGCI does not guarantee or assume any responsibility for the contractor's work. The contractor will remain solely responsible for the accuracy and adequacy of all construction or other activities performed by the contractor, including the methods of construction; supervision of personnel

and construction; control of machinery; false work, scaffolding, or other temporary construction aids; safety in, on, or about the job site; and compliance with OSHA and construction safety regulations and any other applicable federal, state and/or local laws or regulations.

b. No claims for loss, damage or injury shall be brought against LGCI by client or any third party unless all tests and inspections have been performed in accordance with the contract documents and unless LGCI's recommendations have been followed. Client agrees to indemnify, defend and hold LGCI, its officers, employees and agents harmless from any and all claims, suits, losses, costs, expert fees, and expenses, including, but not limited to court costs and reasonable attorney's fees in the event that all such tests and inspections are not performed or LGCI's recommendations are not followed except to the extent that such failure is the result of negligence, willful or wanton act or omission of LGCI subject to the limitation in Paragraph 12.

7. RENEGOTIATION OF CONTRACT FOR PRESENCE OF HAZARDOUS MATERIALS. If hazardous waste, oil, asbestos, or other hazardous materials, as defined by federal, state and/or local laws or regulations are discovered during LGCI's work, Client agrees to negotiate appropriate revisions to the scope of services, the budget estimate, and the terms and conditions of the Contract. When such hazardous materials are suspected, LGCI will have the option to stop work until a new Contract is reached without financial penalty. If a mutually satisfactory Contract cannot be reached between both parties, the Contract will be terminated. Client agrees to pay LGCI for all services rendered, including any costs associated with termination.

8. DISPOSAL OF SAMPLES AND WASTES CONTAINING REGULATED CONTAMINANTS. Unless agreed in writing, test specimens or samples will be disposed of immediately upon completion of the test. All other samples or specimens will be disposed ninety days after submission of LGCI's report.

Nothing within this Contract shall be construed or interpreted as requiring LGCI to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility. In the event that samples collected by LGCI or provided by Client or wastes generated as a result of site investigation activities contain or potentially contain substances or constituents which are or may be regulated contaminants as defined by federal, state, or local statutes, regulations, or ordinances, including but not limited to samples or wastes containing hazardous materials, said samples or wastes remain the property of the Client and the Client will have responsibility for them as a generator. If set forth in the Contract, LGCI will, at Client's expense, perform necessary testing, and return said samples and wastes to Client.

9. INSURANCE. LGCI has Worker's Compensation Insurance in at least the minimum amount required for each state in which it does business, Employer's Liability Insurance, Public Liability Insurance and Professional Liability Insurance. LGCI will furnish insurance certificates upon written request.

10. INDEMNIFICATION. Subject to the foregoing limitation, LGCI agrees to indemnify and hold Client harmless from and against any liabilities, claims, damages and costs (including reimbursement of reasonable attorneys' fees and court costs) to the extent caused by the negligence or willful misconduct of LGCI in the performance of services under this Contract. LGCI's defense obligation under this indemnity paragraph means only the reimbursement of reasonable defense costs to the proportional extent of LGCI's indemnity obligation hereunder. Client shall provide the same protection to the extent of its negligence. In the event that the client shall bring any suit, cause of action, claim or counterclaim against LGCI, Client shall pay to LGCI the cost and expenses incurred by LGCI to investigate, answer and defend it, including reasonable attorney's fees and court costs to the extent that LGCI shall prevail in such suit.

11. Client agrees to defend, indemnify and hold harmless LGCI, its subconsultants, subcontractors, agents, and employees from and against all claims, damages, losses, and costs (including reasonable attorneys' fees) that result from the detection, failure to detect or from the actual, alleged, or threatened discharge, dispersal, release, escape or exposure to any solid,



liquid, gaseous or thermal irritant, asbestos in any form, or contaminants including smoke, vapor, soot, fumes, acids, alkalies, chemicals, waste, oil, hazardous materials, or biological pollutants. Client's obligations under this paragraph apply except to the extent such claims, damages, losses, and expenses are caused by LGCI's sole negligence or willful misconduct.

12. Item Deleted.

13. **CONFIDENTIALITY.** Unless compelled by law, a governmental agency or authority, or an order of a court of competent jurisdiction, or unless required pursuant to a subpoena deemed by LGCI to be duly issued, or unless requested to do so by Client pursuant to the Proposal or otherwise, LGCI agrees it will not convey to others any proprietary non-public information, knowledge, data or property relating to the business or affairs of the Client or of any of its affiliates, which is in any way obtained by LGCI during its association with the Client. LGCI further agrees to strive to limit, to a "need to know" basis, access by its employees to all information referred to above. Any concepts, materials, or procedures of LGCI deemed by LGCI to be proprietary and so explained to Client will not be released by Client or its employees to any other parties under any circumstances.

14. **OWNERSHIP OF DOCUMENTS.** Drawings, diagrams, specifications, calculations, reports, processes, computer processes and software, operational and design data, and all other documents and information produced in connection with the project as instruments of service, regardless of form, will be confidential and the proprietary information of LGCI, and will remain the sole and exclusive property of LGCI whether the project for which they are made is executed or not. Client will not have or acquire any title to or have any rights in any of the documents or information prepared by LGCI. Client will be permitted to retain printed copies of such documents or information for information and reference only in connection with Client's use and occupancy of the project. The documents and/or information will not be used or reused or modified by Client on other projects, for additions to this project, for completion of this project by others, or for any other purpose for which the documents were not specifically prepared, provided LGCI is not in default under this Contract, except with the express written consent of LGCI and with appropriate compensation to LGCI. Client will defend, indemnify and hold LGCI harmless from and against any claims, losses, liabilities and damages, including all reasonable attorney's fees, expert fees, and other costs of defense arising out of or resulting from or in any way related to the unauthorized use of the documents.

15. **ELECTRONIC FILES.** All documents including drawings, data, plans, specifications, reports or other information recorded on or transmitted as Electronic Files are subject to undetectable alteration, either intentional or

unintentional, due to transmission, conversion, media degradation, software error, human alteration or other causes.

a. Electronic Files are provided for convenience and informational purposes only and are not a finished product or Contract Document. The actual signed and sealed hard copy Contract Documents including stamped drawings, together with any addenda or revisions, are and will remain the official copies of all documents. LGCI makes no representation regarding the accuracy or completeness of any accompanying Electronic Files. LGCI may, at its sole discretion, add wording to this effect on electronic file submissions.

b. Client waives any and all claims against LGCI that may result in any way from the use or misuse, unauthorized reuse, alteration, addition to or transfer of the Electronic Files. Client agrees to defend, indemnify and hold harmless LGCI, its officers, directors, employees, agents or subconsultants, from any claims, losses, damages or costs, and costs of defense, which may arise out of the use or misuse, unauthorized reuse, alteration, addition to or transfer of these Electronic Files by client or anyone obtaining them through client.

16. **SUSPENSION OF WORK.** Client may, at any time, by a 10-day written notice, suspend further work by LGCI.

a. Client will remain fully liable for and will promptly pay LGCI the full amount for all services rendered by LGCI to the date of suspension of services, including all retained billings, if applicable, plus suspension charges. Suspension charges will include the cost of putting documents and analyses in order, personnel and equipment rescheduling, or reassignment adjustments, and all other related costs and charges directly attributable to suspension.

b. If Client fails to pay undisputed invoice amounts within 30 days following invoice date, LGCI may suspend further services, by providing a 10-day written notice to Client until payments are restored to a current basis. In the event LGCI engages counsel to enforce overdue payments, Client will reimburse LGCI for all reasonable attorney's fees and court costs related to enforcement of overdue payments, provided that Client does not have a good faith dispute with the invoice. Client will indemnify and save harmless LGCI from any claim or liability resulting from suspension of the work due to non-current, non-disputed payments.

17. **DISPUTE RESOLUTION.** Both parties agree to submit any claims, disputes, or controversies arising out of or in relation to the interpretation, application, or enforcement of this Contract to non-binding mediation pursuant to the Rules for Commercial Mediation of the American Arbitration Association, as a condition precedent to litigation or any other form of dispute resolution.



*Memorandum from
Charleen Greenhalgh, Town Planner
Town of Harwich*

December 19, 2018

To: Christopher Clark, Town Administrator
From: Charleen Greenhalgh, Town Planner
Re: Monthly Report – October 17 – December 18, 2018

My apologies for the 2-month report. The Thanksgiving holiday threw me completely off. The fall continues to be busy. Many projects. Below I offer the following updates on recent work and highlights:

- 1) Decisions, agendas, staff reports, etc. were prepared for the November 15 and 29 and December 11 and 20, 2018 Planning Board meetings.
- 2) Attended October 23, November 15 & 29 and December 11 Planning Board meeting and a joint meeting between the Planning Board and Board of Selectmen November 5, 2018.
- 3) Prepared the meeting minutes from all but the December 11th meeting and prepared all necessary decisions resulting from these meetings.
- 4) Work continued on the refinement of several working zoning bylaws, including: sign code for A-Frame signs; Accessory Apartments, Retaining Walls for septic systems and building heights within Flood Zones.
- 5) Attended the 3, 4 5 and final sessions of the 2018 Cape Housing Institute. This year's program was excellent. The materials gathered at this meeting will be shared with the Housing Trust Members.
- 6) The Green Communities Application was submitted. Follow-up information was needed and the teams worked to gather this information and submitted it as requested.
- 7) Met with the Town Administrator and interested parties in the West Harwich School. Also held a follow-up meeting with the interested parties.
- 8) Prepared a map of the Harwich Port area.
- 9) Attended the Citizen Planner Training Collaborative Session on "*Writing Reasonable & Defensible Decisions.*"
- 10) Prepared the Planning Board report for the Boards annual meeting with the Board of Selectmen.
- 11) Assisted with the annual Flu Clinic at the Community Center as part of the Emergency Management Team.
- 12) Cultural Compact
 - a. Continue to meet weekly, or as needed, with Cyndi Williams, Executive Director of the Chamber of Commerce.
 - b. Held the second stakeholder meeting for the proposed Harwich Center District on October 30th. It was a very good meeting, lots of interest and support.
 - c. Had a meeting with Mass Cultural District representative and held an additional stakeholders meeting for each of the proposed districts on December 6th.
 - d. Attended a Cultural Facilities Funding Informational Session in Hyannis along with Cyndi.

- e. Attended a Cultural Center Grant discussion meeting with Cyndi, Carolyn Carey, Erica Strzepek and Sean Libby.
- 13) Assisted Town Clerk Anita Doucette on November 2nd, on my own time, with the last day of early voting. Also assisted at the Poll location on Election Day as part of the Emergency Management Team.
 - 14) Met twice with the Traffic Safety Committee to review the working Crosswalk Policy document.
 - 15) Attended first Affordable Housing Trust meeting. Prepared thumb drives for each member with a myriad of housing information. Prepared slides for demonstration of several town parcels available for potential affordable housing developments.
 - 16) Completed the Planning Board final inspection of the new Outer Cape Health Facility.
 - 17) Attended the Fall Lower Cape Peer Group Meeting on Housing.
 - 18) Attended the Cape Coastal Meeting in Hyannis for 2-days. This was an excellent workshop.
 - 19) Attended the quarterly Planners Meeting in Dennis.
 - 20) Prepared maps, researched parcels and deeds and prepared agenda and packets for the next Affordable Housing Trust Meeting.
 - 21) Had the Planning Department budget review, as well as Community Development.
 - 22) Attended weekly, or as needed Community Development Meetings.
 - 23) Met with Town Administrator and a property owner to discuss a potential public/private affordable housing development. Conversations will continue.
 - 24) Attended a meeting with Chamber Director and Town Administrator to discuss a variety of matters, including parking and economic development. We also discussed calling the first meeting of the Harwich Port Parking Committee, hopefully in early January.

December 2018 - Natural Resources Department

- Attended Conservation Commission meeting and provided update on the Hinckleys Pond phosphorus inactivation project. (Alum treatment).
- Monthly meeting with volunteer shellfish wardens. Set up shellfish patrol schedule for December.
- Attended quarterly MSOA -Massachusetts Shellfish Officer Association meeting in Hingham on December 13th.
- Removed aluminum extension fishway chute extending into Long Pond. It will remain out of the water (winter) and be replaced in March 2019.
- The 2019 shellfish permits are now available (for sale) at Saquatucket harbor office.
- Attended December monthly Dept. Head meeting.
- Completed Natural Resources Fy20 budget review meeting with Town Administrator and Finance Director.
- Submitted 2019 Americorps group project proposal for clearing Herring Run obstruction/debris in March.
- Attended monthly Waterways Committee meeting – provided input for 2 proposed dock projects (Herring River and Wychmere Harbor).
- Removed, downloaded, and re-deployed water temperature logger at Johnson's flume Herring run.
- Submitted copies of the 2018 water sampling data sheets to UMASS - SMAST. These will be used in conjunction with the samples collected this summer and we will receive the results in the spring.
- Began to outline/write the Natural Resources Department 2018 yearly town report.
- Happy Holidays to all ! ☺

Heinz Proft
Natural Resources Director



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

WEEKLY ACTIVITY REPORT FOR WEEK OF 12/09/18 THROUGH 12/15/18

PATROL

- 388 Calls and patrol-initiated activity logged
 - 4 Arrests

- 44 Traffic Enforcement Assignments completed

- 74 motor vehicle stops resulting in:
 - 47 Verbal warnings
 - 23 Written warnings
 - 1 Criminal complaints
 - 3 Investigations

- 6 Motor vehicle accidents investigated

ADMINISTRATION

- Chief and Deputy attended Southeast Chiefs meeting
- Chief stopped in at SWAT training
- Chief, Deputy Chief, Lt. met with police officer candidate re: background investigation
- Firearms qualifications held all week – entire department qualified
- Chief attended meeting at Cape Cod Community College re: recruiting for their Criminal Justice Program

COMMUNITY POLICING / SRO

- SRO Clarke participated with other PDs in the Shop with a Cop program



Sheila House, MS, LMHC
Harwich Youth & Family Counselor
Town of Harwich • 728 Main Street
Harwich, MA 02645

MONTHLY REPORT-Board of Selectmen Sheila House, LMHC - December 19, 2018

- Current caseload of 17 individuals. Clients receive mental health counseling, case management, mentoring, and wellness referrals as needed.
- Administrative block time (closing files, curriculum planning, update email lists, generate and distribute information to school administrators)
- Attended the roll-out of Duffy Health Center's new website, including a presentation of awards, one of which was to Behavioral Health Innovators, Inc (I am a board member). The award was for Outstanding Community Partner with Duffy, in the planning and implementation of the RecoveryBUILD peer recovery program for teens. Go to www.bhinnov.org for more information
- Attended an excellent workshop in Hyannis, presented by PESI, with featured speaker Dr. David Carbonell. It was titled *Chronic Anxiety: Powerful Treatment methods to Break the Anxiety Cycle*.
- Ran 5 weeks of GIRL POWER groups in November and December.
- Attended a Cape Cod Healthcare stakeholders Community Needs Assessment at the Cape Cod Cultural Center, identifying needs and services on the Cape regarding behavioral health and related challenges.
- Attended monthly meeting of the Monomoy District Behavioral Health Steering Committee during which the model of restorative justice in discipline was explored.
- Met with 3 middle schools students to start planning Middle School Socials for 6th and 7th graders, utilizing community centers in Harwich and Chatham. First event will be January 25th, 2019 and the theme will be "Escape Rooms."
- Chaperoned at the Best Friends Dance fundraiser for Harwich Children's Fund, with adults with special needs from Harwich and surrounding towns. Very well attended!!!

- Curriculum planning for 2019 GIRL POWER series, an intergenerational program pairing senior women with 3rd grade girls.

Please feel to call me at (508) 430-7836 if you have any questions.

Best Regards,

Sheila

Sheila House
Harwich Youth & Family Services