

SELECTMEN'S MEETING AGENDA*

South Harwich Meeting House

270 Chatham Road

Regular Meeting 6:30 P.M.

Monday, May 20, 2019

***REVISED May 17, 2019 Re-posted at 11:00 A.M.**

Executive Session Removed;

Old Business Item D - added to Agenda

Originally Posted May 16, 2019 at 11:45 A.M.

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

I. **CALL TO ORDER**

II. ***EXECUTIVE SESSION (Removed)**

III. **PLEDGE OF ALLEGIANCE**

IV. **WEEKLY BRIEFING**

V. **PUBLIC COMMENTS/ANNOUNCEMENTS**

VI. **CONSENT AGENDA**

A. Minutes

1. April 29, 2019 - Regular Session

2. April 29, 2019 – Executive Session

B. Annual Police Appointments

C. Accept Gift of Piano for the Cultural Center

D. Appointment of Noreen Donahue to Capital Outlay Committee with a term to expire June 30, 2021

E. Resignation of James Joyce from the Planning Board – Effective June 28, 2019

F. Vote to approve the recommendation of the Interim Assistant Town Administrator for the petition request from Verizon and NSTAR to place one jointly own pole.

G. Approve Chapter 90 request for Great Western Road/Main Street Drainage per the recommendation of the DPW Director

H. Compensation Review – Assistant Water Superintendent

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

VIII. **NEW BUSINESS**

A. Town Administrators request for vacation carry-over

B. Noise recommendations for Harwich Port

C. Appointments to Harwich Port Parking Committee

D. Request to conduct a study of the salt marsh behind Red River Beach

E. Snack Shack Harbor Management Plan Discussion

IX. **CONTRACTS**

A. Contract for Hinckley Pond Alum Treatment in the amount of \$347,300

X. **OLD BUSINESS**

A. Confirm Performance Evaluation – Fire Chief

B. Confirm Performance Evaluation – Police Chief

C. Confirm Performance Evaluation – Finance Director

D. ***Town Administrator Performance Evaluation**

E. Contract Renewal for Town Administrator - *discussion*

XI. **TOWN ADMINISTRATOR'S REPORTS**

A. Harwich Sewer Collection System – Phase 2

B. Department Reports

XII. **SELECTMEN'S REPORT**

XIII. **ADJOURNMENT**

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

Authorized Posting Officer:

Posted by: _____
Town Clerk

Patricia Macura, Admin. Secretary

Date: _____
May 20, 2019

**MINUTES
EXECUTIVE SESSION
SELECTMEN'S MEETING
GRIFFIN ROOM, TOWN HALL
MONDAY, April 29, 2019
6:10 P.M.**

SELECTMEN PRESENT: ,Ms. Kavanagh, Mr. MacAskill, Mr. Ballantine, Mr. McManus, Mr. Howell.

OTHERS PRESENT: Town Administrator Christopher Clark, Interim Assistant Town Administrator Robert Lawton

The open session was called to order at 6:10pm by chair Ms. Kavanagh.

Mr. McManus moved to go into Executive Session (1) Pursuant to M.G.L. c. 30A, § 21(a)(2) to discuss strategy with respect to collective bargaining if an open meeting may have a detrimental effect on the bargaining position of the town – Use of Sick Bank; and (2) Pursuant to M.G.L. c. 30A Section 21(a)(2) to conduct strategy sessions in preparation for contract negotiations with non-union personnel or conduct collective bargaining sessions or contract negotiations with non-union personnel – Assistant Town Administrator (Approval of Executive Session Minutes April 8, 2019). Mr. Howell seconded the motion and the motion carried unanimously on a roll call vote.

Executive Session called to order 6:11pm

Mr. Clark reviewed the request of the Police Chief to allocate additional sick time to Officer J. Mitchel. Mr. Clark asked for the approval of the Board of Selectmen Mr. Howell moved to accept the recommendation to extend additional sick leave to Officer Mitchel. Seconded by Mr. MacAskill and the motion carried unanimously on a roll call vote.

Executive Session Minutes of April 8, 2019. Mr. Howell stated that he had made suggested modifications to the minutes to more accurately reflect the discussion regarding the Assistant Town Administrator position. After a brief discussion it was moved by Mr. Ballantine to approve the amended minutes. The motion was seconded by Mr. McManus to approve the amended minutes for April 8, 2019 and the motion was carried unanimously on a roll call vote.

Mr. McManus moved to adjourn the executive session and return to open session. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote. Mr. Ballantine, yes; Ms. Kavanagh, yes; Mr. MacAskill, yes; Mr. McManus, yes, Mr. Howell, yes. Executive Session adjourned 6:20pm

Respectfully submitted,


Robert C. Lawton Jr.
Interim Assistant Town Administrator

**MINUTES
SELECTMEN'S MEETING
GRIFFIN ROOM, TOWN HALL
MONDAY, APRIL 29, 2019
6:30 P.M.**

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

OTHERS PRESENT: Town Administrator Christopher Clark, Interim Town Administrator Robert Lawton, Carolyn Carey Chief Clarke, Robbin Kelley, Taylor Powell, Justin Brackett, Mary Maslowski, Marna Bates, and others.

Chairman Kavanagh reported that the Board just came out of Executive Session where they voted to approve both of the following items: (1) Pursuant to MGL, c.30A, Sec. 21(2) to discuss strategy with respect to collective bargaining if an open meeting may have a detrimental effect on the bargaining position of the town – Use of Sick Bank; and (2) Pursuant to M.G.L. c. 30A, § 21(a)(2) to conduct strategy sessions in preparation for negotiations with non-union personnel or to conduct collective bargaining sessions or contract negotiations with non-union personnel – Assistant Town Administrator (**Approval of Executive Session Minutes April 8, 2019**)

WEEKLY BRIEFING

Ms. Carey discussed upcoming events at the Harwich Cultural Center and the opening of the Seaside Marketplace at Saquatucket Harbor on Friday.

Ms. Goodwin announced that on May 2nd at 2:00 p.m. we are having a Cable License Renewal meeting for the Comcast contract and that is open to the public.

PUBLIC COMMENTS/ANNOUNCEMENTS

Chris Joyce of the Voter Information Committee discussed upcoming programs to prepare people for Town Meeting.

Bob Nickerson of Harwich Port discussed music and noise in Harwich Port including the 150' noise by-law which he said is not being adhered to or that the rules are being bent. He provided the Board with a map of Harwich Port showing a 150' radius and said he has neighbors at 600' who can clearly hear the noise for which he submitted a list of homes who are affected by the noise outside the radius. He said we need to get a reasonable policy that works.

CONSENT AGENDA

- A. Minutes:
 - 1. February 25, 2019 – Regular Session
 - 2. April 16, 2019 – Regular Session
 - 3. April 8, 2019 – Executive Session
- B. Vote to approve a new Registrar with a 3-year term to begin on July 1, 2019
- C. Approve application from the American Lung Association for a license/permit to hold the 35th Annual Autumn Escape Bike Trek on Saturday, September 28, 2019 from 10:00 – 2:00 p.m.

Mr. McManus moved adoption of the Consent Agenda Items A1, A2, A3 and Item C. Mr. Howell seconded the motion and the motion carried by a unanimous vote. With regard to Item B, Mr. McManus said there is a letter from the Republican Town Committee recommending 3 people but the Interview Committee has not had a chance to interview them and make their recommendation. He said they should put it off until we can have that happen. Mr. Howell said the Clerk has to work with the Registrars and generally they take the Clerk's recommendation. He moved to accept the list subject to a selection of one individual from the Town Clerk. Mr. MacAskill seconded the motion and the motion carried by a 4-0-1 vote with Mr. McManus abstaining from the vote.

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

- A. Public Hearing – New Application for Seasonal, Common Victualler, Wine & Malt Beverages License by Dockside Seafood Shack, 715A Route 28, Joseph Griffiths, Manager

Mr. McManus read the hearing notice into record. Atty. Matt Kelley introduced himself and Mr. Griffiths. He said this is an application consistent with the lease and RFP that was put out and he provided background on Mr. Griffiths. Mr. Clark said we did select an area within the fenced in area so there is a reasonable element of control. Mr. Clark took questions from the Board regarding the map in the RFP and the area they are permitting. Mr. Clark said they are entitled to do negotiations with the applicant and in those negotiations they laid out an area in order to have an effective control of the liquor license. Mr. MacAskill said he doesn't believe this has gone to the Planning Board. Mr. Clark responded that the site has been approved by the Planning Board. He said they went to the Planning Board when they originally constructed the building and in that Planning Board approval we specifically asked for a snack shack. Mr. MacAskill responded that the Planning Board looked at the site but not at an 80 seat snack shack with a much more defined area than the RFP. Mr. Howell said contracts are bounded by time, place, and area, and you can't know who would have bid if you defined a particular area of seating and all of the sudden you're negotiating what that is after the fact. He said everyone has to have the same understanding of what they're bidding on because you have the capacity to make more money with more seats. He said the Planning Board maintains that it did not have approval for this specific but just for the overall general site. He added that the Board of Health had an application in front of it for 50 seats for food. Mr. Rendon questioned why these concerns didn't come up when the lease was addressed. He said there were a lot of tables being proposed but they aren't exclusive to the snack shack. He said they have been very transparent with what they have been trying to do with the snack shack. Mr. Howell said for purposes of alcohol he has to have a specified seating area and he has to stick to that. He said neither the Planning Board nor the Board of Health is of the position that they have taken this matter up specifically for pouring. Mr. Griffiths said there was no designation in the RFP as to limitations regarding where tables could be set or how many was the maximum. He said he spent \$80,000 to date and he did that on good faith of the lease. He said his proposal said he wasn't interested if he can't have the beer and wine. Mr. MacAskill said he would like to have our Counsel look at the RFP and make sure its legal and he'd like the Planning Board to waive a site plan for actually what's going on in this property in the defined area. Atty. Kelley said this is actually the use that the Town approved and just because there's more seats doesn't change the use. Mr. McManus said that if you separate out the snack shack as having to go through the Planning Board then you're saying everything has to go to the Planning Board including the Harbormaster's Office, artisans' shacks, maintenance building and ticket office. He said the elements were all approved as an overall plan. Mr. Griffiths said the defined area in his proposal included the upper deck, lower deck and the adjacent grass area and it's in the lease. Chairman Kavanagh said

everything is defined in the lease and she doesn't understand why we're are talking about going to the Planning Board specifically for this.

Chief Clarke asked if the area where alcohol is served is going to be fenced in and Mr. Griffiths responded yes. Chief Clarke spoke in support of the liquor license.

A resident of Grey Neck Road said he doesn't see consistency through this process. He said as a voter he was proposed a snack shack and now it's an 80 seat restaurant. He questioned why they signed a lease without having the liquor license in hand. Tom Sherry was concerned about where in the area he could take his children where alcohol is not being served.

Mr. McManus moved to close the public hearing. Mr. Ballantine seconded the motion and the motion carried by a unanimous vote. Mr. Ballantine moved that we approve the application for a Seasonal, Common Victualler, Wine & Malt Beverages License for Dockside Seafood Shack, 715A Route 28, Joseph Griffiths, Manager. Mr. McManus seconded the motion. Mr. Howell questioned what we are sending the ABCC as they need a description of the locus. Chairman Kavanagh said they are sending what's in their packets. The motion carried by a 3-2-0 vote with Mr. Howell and Mr. MacAskill in opposition. Mr. McManus moved to approve Joseph W. Griffiths as manager of Dockside Seafood Shack. Mr. MacAskill seconded the motion and the motion carried by a 4-0-1 vote with Mr. Howell abstaining from the vote.

B. Public Hearing – Application for Alteration of Premises to Liquor License for Perks, 545 Route 28, Taylor Powell, Manager

Atty. Matthew Fitzsimmons identified himself as attorney for Mr. Powell, applicant. He noted that Mr. Powell is seeking renovations to the existing front space at the property. He said the Board of Health has already reviewed and approved the front space which would allow for a total of 6 additional seats to the establishment. He noted that the establishment has a clean record with the ABCC. Mr. McManus read the hearing notice into record.

Mr. Ballantine asked if having this inside space increases the noise level and Mr. Powell responded that it might actually help it because people can go inside and the noise doesn't carry out. There was discussion about modifying the entertainment license now that there would be an inside room that music could be played in. Chairman Kavanagh asked if Mr. Powell would be installing a bathroom for patrons and he responded yes. It was confirmed that there would be no alcohol on the front porch.

Bob Nickerson asked questions about the number of seats. Cyndi Williams asked questions about hours of entertainment. Atty. Ray Tomlinson discussed his 10 page letter of objection on behalf of his clients, The Port and Ember, dated April 29, 2019. Atty. Fitzsimmons and Mr. Powell objected as they had not received the letter.

Mr. MacAskill moved to close the public hearing. Mr. Ballantine seconded the motion. The motion carried by a unanimous vote. Chief Clarke took questions from the Board. Mr. Howell said when you send something to the ABCC, you're supposed to have an approved locus which would mean you should be going to the Planning Board first and then here. He suggested continuing this hearing until Mr. Powell's Planning Board hearing of May 14. Mr. Powell objected as ABCC processing time is over 6 weeks.

Mr. Ballantine moved approval for the Alteration of Premises of the Seasonal General Alcoholic Beverages License by Go Industries known as Perks, Taylor Powell, Manager, on the premises at 545 Route 28, Harwich Port, contingent on approval by the Planning Board and the submission of a plan to move the music inside. Mr. McManus seconded the motion. He clarified that moving the music inside would be later in the evening. The motion carried by a 3-1-1 vote with Mr. Howell in opposition and Mr. MacAskill abstaining from the vote.

NEW BUSINESS

- A. Request for use of Sick Bank by Police Chief

Chairman Kavanagh reiterated that this was approved in Executive Session.

- B. Approval of the Memorandum of Understanding between the Cape Light Compact and the Town of Harwich for regional energy planning assistance – *vote to sign*

Mr. MacAskill moved to approve the Memorandum of Understanding between the Cape Light Compact and the Town of Harwich for regional energy planning assistance. Mr. Ballantine seconded the motion and the motion carried by a unanimous vote.

- C. Authorize Town Administrator to act as signatory for the Green Communities Designation Grant Program – *Approval and authorize the Chair to sign*

Mr. MacAskill moved to approve and authorize the Town Administrator to act as signatory for the Green Communities Designation Grant Program approval and authorize the Chair to sign. Mr. McManus seconded the motion and the motion carried by a 4-0-1 vote with Mr. Howell abstaining from the vote.

- D. Confirmation of job descriptions and re-classification:
 - 1. Assistant to the Fire Chief
 - 2. Assistant to the Police Chief
 - 3. Assistant Water Superintendent – new HEA grade

Mr. Lawton noted that Item 3 is being held as the Water Commissioners have not taken action. Mr. McManus moved to approve the job description and reclassification of the Assistant to the Fire Chief. Mr. Ballantine seconded the motion and the motion carried by a unanimous vote. Mr. McManus moved to confirm the job description and reclassification for the Assistant to the Police Chief. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

- E. Draft Municipal Vulnerability Preparedness Program application and support letter

Mr. MacAskill moved to approve and support the Municipal Vulnerability Preparedness Program application and support letter. Mr. Ballantine seconded the motion and the motion carried by a unanimous vote.

OLD BUSINESS

- A. Submission of requested information relative to Harwich Inn and Tavern entertainment

Mr. Clark explained that in the packet is just information that was requested at the last meeting on this issue.

B. Selectmen's Article Assignments

Chairman Kavanagh noted that the list of article assignments is in the packet.

TOWN ADMINISTRATOR'S REPORTS

A. SRTS Infrastructure Project Funding Program Application information

Mr. Clark explained that Mr. Tupper walked through the Safe Routes To School Project with him and he has a follow up meeting later this week when he will get additional details. Mr. Howell asked that the Board be kept apprised along the way.

B. Cape Cod Municipal Health Board appointment

Mr. Clark reported that the Vice-President of the Steering Committee for the Cape Cod Municipal Health Board had to step down and he was appointed.

C. Department Reports

There was no discussion on this item.

ADJOURNMENT

Mr. MacAskill moved to adjourn at 9:03 p.m. Mr. Ballantine seconded the motion and the motion carried by a unanimous vote.

Respectfully submitted,

Ann Steidel
Recording Secretary



HARWICH Police

DEPARTMENT

183 Sisson Road, Harwich, MA 02645

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

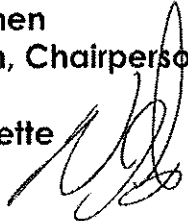


DAVID J. GUILLEMETTE
Chief of Police

KEVIN M. CONSIDINE
Deputy Chief

Memorandum

TO: Board of Selectmen
Julie Cavanaugh, Chairperson

FROM: David J. Guillemette
Chief of Police 

DATE: May 10, 2019

SUBJECT: Annual Appointments – FY20

The following is a list of annual appointments for the Harwich Police Department by assignment and rank for fiscal year 2020.

Chief: David J. Guillemette

Deputy Chief: Kevin M. Considine

Administrative Lieutenant: Adam E. Hutton

Operations Lieutenant: John F. Sullivan

Sergeant: Richard Campbell
Robert C. Brackett, Detective
Aram V. Goshgarian
Paul P. Boorack
Amy R. Walinski

<u>Officers:</u>	Jonathan L. Mitchell	Michael E. Porter
	Robert D. Hadfield	T. Paul Ulrich (Detective)
	Neil A. Nolan	Joseph A. Labelle
	Thomas D. Clarke	Derek J. Dutra
	Marc W. Harris, (Court Officer)	
	Richard E. Buttrick	Keith T. Kannally
	Mark T. Holmes	Peter P. Petell
	Keith E. Lincoln	Brendan R. Brickley
	James R. Connery	Tyler J. Vermette
	John J. Larivee	Tegan M. DeBaggis

Thomas G. Griffiths
Ronald D. Ruggiero
Charles Brooks

Daniel J. Donovan
Ryan J. Fazzino
Christopher Arrigo

**CHIEF, LIEUTENANT, AND SERGEANT APPOINTMENTS ALSO CARRY
APPOINTMENTS AS THE "ASSISTANT HARBORMASTER".**

**ALL OF THE ABOVE APPOINTMENTS SHOULD CARRY THE PHRASE "KEEPER OF THE LOCK-UP" AND
"AGENTS FOR LICENSING AUTHORITY UNDER CHAPTER 138 M.G.L.**

Year Round Special Officers/Keeper of the Lock-Up:

John J. Burns
David J. Jacek
John E. Warren
Robert F. Horgan

Robert E. Currie
John F. Sullivan Sr.
Joseph Stone
Thomas A. Gagnon

Year Round Special Officer/Non-enforcement Police Chaplain:

Bishop James F. David
Pastor Tiffany Nicely Holleck

Matrons/Keeper of the Lockup:

Ed McManus

41 Parallel St.
Harwich, MA 02645
508-527-7620
mcmanused@msn.com

May 13, 2019

Board of Selectmen
Town of Harwich
Town Hall
Harwich, MA 02645

Dear Selectmen,

Several weeks ago I was contacted by the management of the Belmont Condominiums in West Harwich. On behalf of two residents there were looking for an organization to receive the donation of their grand piano and asked if I had any ideas. I contacted the staff at the Cultural Center and asked if they were interested. They were interested depending on the condition of the instrument, space on the stage for the instrument and how to move it.

I contacted John Page, the dean of local piano tuners and a Harwich resident, who has maintained this particular instrument for many years. He is quite impressed by the condition of the piano and believes it will preform very well in the auditorium at the Cultural Center. He is also able to coordinate moving the instrument on Monday, May 20.

Erika, Carolyn and I viewed the stage at the Cultural Center and found that on stage right there is an alcove of sufficient size for the piano.

Before the piano can be moved the board of selectmen would need to accept the donation. So on behalf of Jim Hilliard and Christine Rodriques, I am asking that the Harwich Board of Selectman accept the gift donation of a 6 1/2 foot grand piano.

Sincerely yours,

Ed McManus

Patti Macura

From: Julie Kavanagh
Sent: Tuesday, May 14, 2019 2:46 PM
To: Michael D. MacAskill
Cc: Sandy Robinson; Donald Howell (dhowell@meganet.net); Patti Macura
Subject: Re: Noreen Donahue

Yes,

Sandy & Patti, please add to agenda for 5/20.

Julie

Sent from my iPhone

On May 14, 2019, at 2:33 PM, Michael D. MacAskill <mmacaskill@townofharwich.us> wrote:

Julie-

Can you add to the agenda for next week appointment of Noreen Donahue to capital outlay committee ? Don and I discussed briefly but if anyone has a problem with it we can discuss in open meeting. Rich Larios strongly recommends appointment.

May 15, 2019

To: Mdme. Anita Doucette, Town Clerk
Town of Harwich, Massachusetts

And

Julie Kavanagh, Selectwoman
Larry Ballantine, Selectman
Don Howell, Selectman
Mike MacAskill, Selectman
Ed McManus, Selectman
Charleen Greenhalgh, Town Planner

cc: Chris Clark & Planning Board Members

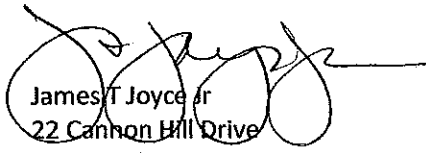
Subject: Resignation from the planning board, Town of Harwich

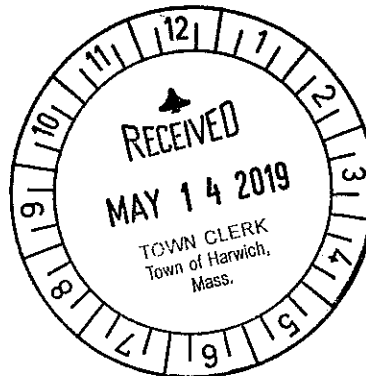
Greetings:

It has been a distinct honor to serve the town of Harwich as a member of the planning board and most recently as its Chair. At this time, I would like to resign this post effective Friday, June 28, 2019.

It is my desire to help effect a smooth transition to new leadership between today's date and the date of my resignation.

With warm regards and best wishes,


James T. Joyce Jr.
22 Cannon Hill Drive
E. Harwich, MA 02645



OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039


Christopher Clark, *Town Administrator*
Robert Lawton, *Interim Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA



MEMO

TO: Board of Selectmen

FROM: Robert C. Lawton, Interim Assistant Town Administrator 

RE: Utility Hearing May 15, 2019
Verizon New England and NSTAR Electric dba Eversource Electric
Brewster/Chatham Road (RTE 137)

DATE: May 15, 2019

A Utility Hearing was held on Wednesday, May 15, 2019 at 11:30 am in Harwich Town Hall, at the request of Verizon and NSTAR/Eversource for the purpose to request permission to located poles, wires, cables and fixtures including the necessary anchors, guys and other such sustaining and protecting fixtures to be owned and used in common by the petitioners, along and across the following public way or ways:

Brewster-Chatham Rd (AKA Route 137) – The placement of one (1) JO pole 66/42.5 and anchor, on the southerly side of Brewster-Chatham Road (AKA Route 127) at a point approximately 65' northerly from existing pole 66/42 on the southerly side of Brewster-Chatham Road (AKA Route 137).

This pole placement is necessary to provide services to Town of Harwich pumping station.

Though the legal ads were published and notifications were given, there were no representatives from Verizon/NSTAR. Abutters, Muriel L. Woodland and Simone Woodland were present, there were no objections of the placement of the one (1) pole 66/42.5 and anchor.

There were no other questions, concerns or objections and the Hearing was adjourned at 11:42 AM. After careful review, I recommend that the Board approve Verizon's Plan No. MA2019-14 Dated March 25, 2019.

MINUTES
Utility Hearing – Brewster/Chatham Road
Wednesday, May 15, 2019

THOSE IN ATTENDANCE: Robert Lawton, Interim Assistant Town Administrator, Patti Macura, Administrative Secretary, Muriel L. Woodland and Simone M. Woodland (Abutters), no representatives from Verizon/NSTAR) were in attendance.

Interim Assistant Town Administrator called the hearing to order at 11:30 A.M. and read the Utility Hearing Notice.

Ms. Muriel Woodland and Ms. Simone Woodland had no objections of the placement of one (1) JO pole 66/42.5 and anchor, on the southerly side of Brewster-Chatham, Rd (AKA 137) at a point approximately 65' northerly from existing pole 66/42 on the southerly side of Brewster-Chatham Rd (AKA 137. This is in accordance with the plane marked-VZ N.E. Inc. Plan No. MA2019-14 Dated March 25, 2019.

The hearing was adjourned at 11:42 A.M.

Submitted by:
Patricia Macura
Administrative Secretary

Attachments

TOWN OF HARWICH
NOTICE OF PUBLIC HEARING
May 15, 2019

Pursuant to M.G.L. Ch. 166, § 22, the Town Administrator will hold a Public Hearing at **11:30 AM on Wednesday, May 15, 2019** in the Harwich Town Hall Library, 732 Main Street, Harwich, MA in reference to the following matter:

A petition by VERIZON NEW ENGLAND, and NSTAR ELECTRIC dba EVERSOURCE ELECTRIC COMPANY requesting permission to locate poles, wires, cables and fixtures, including the necessary anchors, guys and other such sustaining and protecting fixtures to be owned and used in common by our petitioners along and across the following public way or ways:

BREWSTER-CHATHAM ROAD (Rte. 137)

PROPOSED: Placement of one (1) jointly owned pole 66/42.5 and anchor, on the southerly side of Brewster Chatham Road (Rte. 137) at a point approximately 65' northerly from existing pole 66/42 on the southerly side of Brewster-Chatham Rd (Rte. 137) This pole placement is necessary to provide services to Town of Harwich pumping station.

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

Christopher Clark
Town Administrator

Cape Cod Chronicle
April 25, 2019

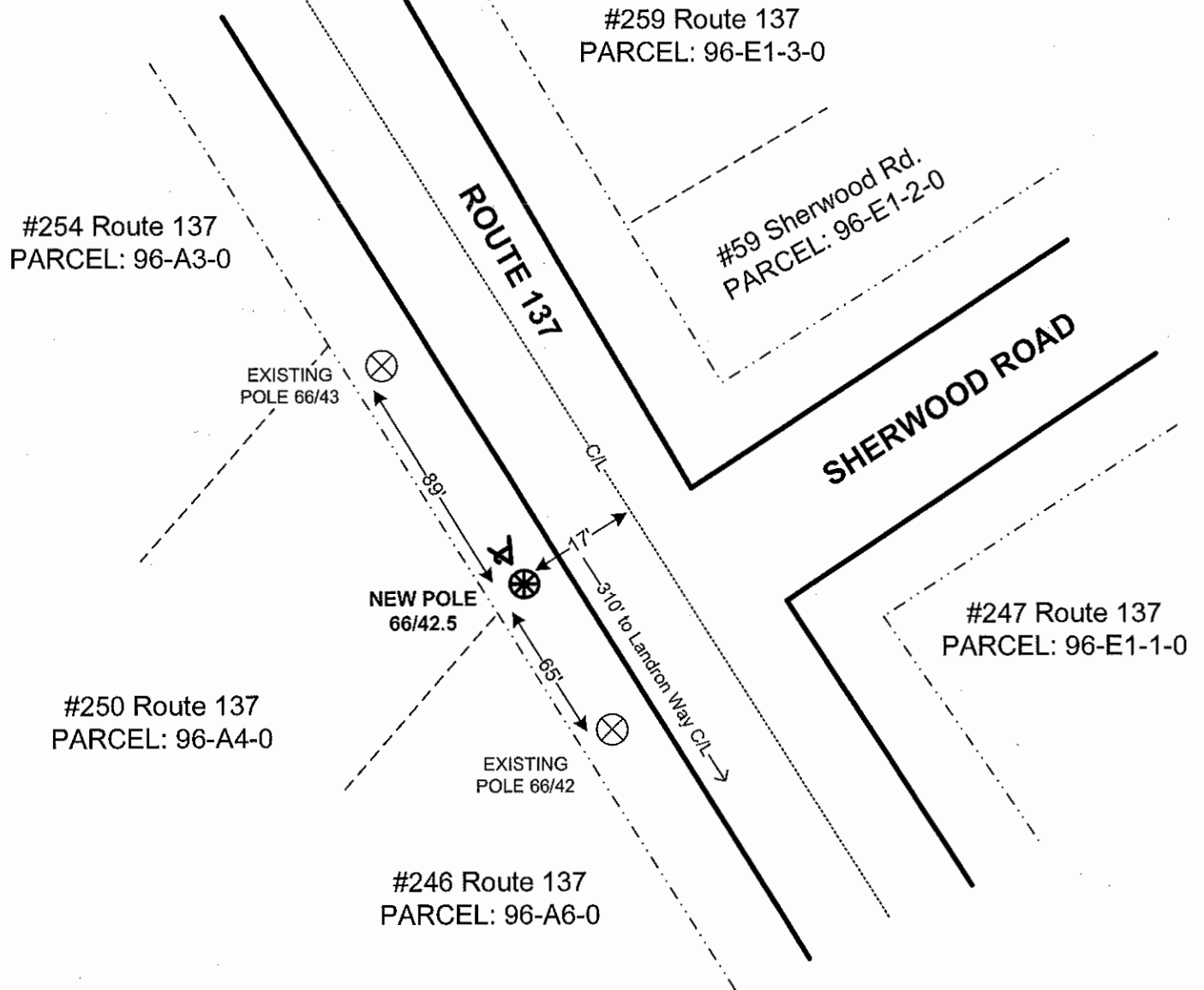
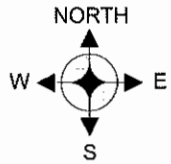


PETITION PLAN

MUNICIPALITY HARWICH VZ. N.E. INC. NO. MA2019-14

VERIZON NEW ENGLAND, INC AND
NSTAR ELECTRIC COMPANY D/B/A EVERSOURCE ENERGY DATE : MARCH 25, 2019

SHOWING PROPOSED PLACEMENT OF ONE NEW POLE ON ROUTE 137



NOT TO SCALE

LEGEND

- PROPERTY LINE
- EDGE OF PAVEMENT
- EDGE OF ROADWAY

- EXISTING JOINTLY OWNED POLE TO REMAIN
- PROPOSED NEW JOINTLY OWNED POLE AND ANCHOR TO BE INSTALLED

PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

April 2, 2019

To the Board of Selectmen

in **HARWICH**, Massachusetts

VERIZON NEW ENGLAND INC. and **NSTAR Electric Company D/B/A Eversource Energy** request permission to locate poles, wires, cables and fixtures including the necessary anchors, guys and other such sustaining and protecting fixtures to be owned and used in common by your petitioners, along and across the following public way or ways:

Brewster-Chatham Rd (AKA Route 137):

Placement of one (1) JO pole 66/42.5 and anchor, on the southerly side of Brewster-Chatham Rd (AKA Route 137) at a point approximately 65' northerly from existing pole 66/42 on the southerly side of Brewster-Chatham Rd (AKA Route 137).

This pole placement is necessary to provide services to Town of Harwich pumping station.

Wherefore they pray that after due notice and hearing as provided by law, they be granted joint or identical locations for and permission to erect and maintain poles, wires and cables, together with anchors, guys and other such sustaining and protecting fixtures as they may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked-VZ N.E. Inc. Plan No. **MA2019-14** Dated **March 25, 2019.**

Also, for permission to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioners agree that space shall be reserved and maintained for the limited purpose of attaching one-way low voltage fire and police signaling wires owned by the municipality or governmental entity for public safety purposes only.

VERIZON NEW ENGLAND INC.

By Daryl Crossman
Daryl Crossman - Manager - Rights of Way

Dated this 2 day of April, 2019.

NSTAR ELECTRIC COMPANY D/B/A EVERSOURCE ENERGY

By [Signature]
Right of Way Representative

Dated this 5th day of April, 2019.

**TOWN OF HARWICH
NOTICE OF PUBLIC HEARING
May 15, 2019**

Pursuant to M.G.L. Ch. 166, § 22, the Town Administrator will hold a Public Hearing at **11:30 AM on Wednesday, May 15, 2019** in the Harwich Town Hall Library, 732 Main Street, Harwich, MA in reference to the following matter:

A petition by VERIZON NEW ENGLAND, and NSTAR ELECTRIC dba EVERSOURCE ELECTRIC COMPANY requesting permission to locate poles, wires, cables and fixtures, including the necessary anchors, guys and other such sustaining and protecting fixtures to be owned and used in common by our petitioners along and across the following public way or ways:

BREWSTER-CHATHAM ROAD (Rte. 137)

PROPOSED: Placement of one (1) jointly owned pole 66/42.5 and anchor, on the southerly side of Brewster Chatham Road (Rte. 137) at a point approximately 65' northerly from existing pole 66/42 on the southerly side of Brewster-Chatham Rd (Rte. 137)

This pole placement is necessary to provide services to Town of Harwich pumping station.

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

Christopher Clark
Town Administrator

The Cape Cod Chronicle
April 25, 2019



TOWN OF HARWICH

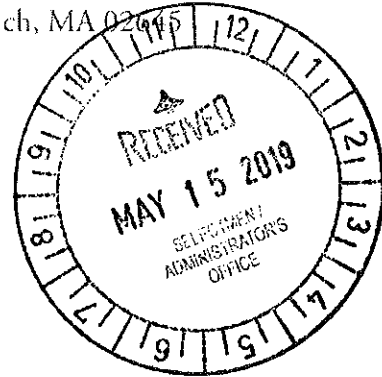
DEPARTMENT OF PUBLIC WORKS

273 Queen Anne Road • P.O. Box 1543 • Harwich, MA 02945


Telephone (508) 430-7555

Fax (508) 430-7598

MEMORANDUM



TO: Board of Selectmen

FROM: Lincoln S. Hooper, Director 

DATE: May 15, 2019

RE: Chapter 90 Project Request – Drainage Installations Great Western Road

Attached for your review and signatures is a Chapter 90 Project Request for Drainage Installations on Great Western Road / Main Street (from Great Western Rd. to Sisson Rd.) in the amount of \$302,000. Currently we have \$328,402 available in uncommitted Chapter 90 funds (after last week's Chipseal project approval), which does not include the yet to be released FY 20 apportionment anticipated to be approximately \$680k.

On July 24, 2017, the Town of Harwich awarded a contract to Robert B. Our Co, Inc. for catch basin replacement and installation. This contract was extended by the Board on July 23, 2018, for an additional one year period. The Our Co. has performed all requested work in a professional and timely manner and has consistently exceeded our expectations.

Please sign all three copies of the Project Request form and return them to me so that I may submit them for State approval. If you have any questions regarding this project, please contact me.

Thank you for your consideration.

Cc: Chris Clark, Town Administrator

DRAINAGE INSTALLATION LOCATIONS

QTY	LOCATION	ITEM #	TYPE OF SYSTEM	EXISTING TO BE REMOVED	DETAIL HOURS REQUIRED
28	GREAT WESTERN ROAD	4	CATCH BASIN W/ 1,000 GAL. LEACH BASIN	20	240
12	MAIN STREET	4	CATCH BASIN W/ 1,000 GAL. LEACH BASIN	5	48
40				25	288

QTY	LOCATION	ITEM #	TYPE OF SYSTEM	EXISTING TO BE REMOVED	DETAIL HOURS REQUIRED
10	GREAT WESTERN ROAD	6	CATCH BASIN W/(2) 4x4x4 LEACHING GALLEYS		32
10				0	32

PRELIMINARY ESTIMATE - CHAPTER 90 FORCE ACCOUNT

TOWN HARWICH ROAD GREAT WESTERN RD/MAIN ST
GREAT WESTERN ROAD
 STATION DENNIS TOWN LINE TO STATION MAIN STREET LENGTH 10,520 FT.
MAIN STREET
 STATION GREAT WESTERN ROAD TO STATION HARWICH CENTER LENGTH 3,000 FT.

ALLOTMENT

DATE May 15, 2019

QUANTITY	UNIT	KIND OF WORK		PRICE	AMOUNT
		INSTALLATION OF DRAINAGE SYSTEMS			
		ITEM #	DESCRIPTION		
25	EACH	1	REMOVAL OF EXISTING BASIN	\$0.01	\$ 0.25
40	EACH	4	CATCH BASIN W/ 1,000 GAL. LEACH BASIN	\$5,700.	\$ 228,000.00
10	EACH	6	CATCH BASIN W/(2) 4x4x4 LEACHING GALLEYS	\$5,800.	\$ 58,000.00
320	HOURS		POLICE DETAILS	\$50.	\$ 16,000.00
TOTAL					\$ 302,000.25

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039



Christopher Clark, Town Administrator

732 MAIN STREET, HARWICH, MA 02645

Robert C. Lawton Jr., Interim Assistant Town Administrator

To: Christopher Clark, Town Administrator
From: Robert C. Lawton Jr.
Re: Compensation Review – Assistant Water Superintendent
Date: May 20, 2019

Following the completion of a review of salary and benefit rates in other comparable towns for similar assistant water superintendent positions I met with, Dan Pelletier and then I met with Steven Hicks to review the initial findings. Based on that meeting we can present our analysis.

Assistant Water Superintendent

This is a 40-hour per week position and is currently a Grade 10 on the HEA scale. The current employee is at Step 6 \$35.37 per hour (FY19) and is eligible for overtime payments

I reviewed his job description and applied the current scoring system. The score for the position exceeded the current compensation schedule and we need to consider an adjustment to the HEA compensation schedule. The basic proposed rate for the position is lower than other similar communities, however, the re-graded position would still be eligible for overtime compensation, where other communities pay a salary without overtime. With the combination of the classification adjustment and overtime the position is more in line with similar communities. The position will remain under the HEA compensation schedule.

Proposal – We would recommend that the position be graded into a new grade 12 in the HEA schedule, see attached, at step 6 \$39.78 (FY20). The difference in the current rate with longevity and the proposed rate without longevity as the reclassified position would not be eligible for longevity until FY21, is \$2.26 per hour. (\$39.78 - \$37.52 FY20) The difference in salary of \$4,730.25 will be absorbed within the Water Department budget. The incumbent will be eligible for a 1% longevity increase in FY21 and will retain his employment date of July 1.

Subject to Board of Selectmen Approval

This proposal has been approved by the Harwich Water Commission and HEA and is being brought to the Board of Selectmen for ratification and approval of the newly created grade and job description at the next available meeting.

Town Administrator Date

Dan Pelletier Date

Board of Selectmen

Board of Water Commissioners

COPY

Date _____

OFFICE OF THE TOWN ADMINISTRATOR

Christopher Clark, *Town Administrator*

Phone (508) 430-7513

Fax (508) 432-5039

732 MAIN STREET, HARWICH, MA 02645



MEMO

To: Board of Selectmen

From: Christopher Clark
Town Administrator

cc:

Re: Vacation Carry Over – Town Administrator

Date: May 16, 2019

I would like to request vacation carry over due to staffing shortages. I have not been able to take my current vacation allowed. I would like to carry over up to two (2) weeks' vacation.

OFFICE OF THE TOWN ADMINISTRATOR

Christopher Clark, *Town Administrator*

Phone (508) 430-7513

Fax (508) 432-5039

732 MAIN STREET, HARWICH, MA 02645



MEMO

To: Board of Selectmen

From: Christopher Clark
Town Administrator

cc: Chief David Guillemette

Re: Noise Recommendation in Harwich Port

Date: May 16, 2019

To follow-up on my verbal report from a prior meeting, the Police Chief and I have had numerous discussion on the topic of revisions to the Noise By-Law and Selectmen Policy as it relates to Entertainment Licenses. We have decided that the current By-Law is sufficient and recommend no changes to the board policy on entertainment licenses in the Harwich Port area.

We would strongly encourage the Board to allow for the Chief and myself to meet with neighbors and business owners to see if we can continue to improve the situation in the area.

INTERVIEWS – Wednesday, May 1, 2019 – 9:00 am

<u>TIME</u>	<u>APPLICANT:</u>	<u>VACANCY</u>	<u>TERM</u>
9:00 am	Robert Cohn	Harwich Port Parking Committee (local resident)	Hold Pending Further Interviews
9:15 am	Bob Piantedesi	Harwich Port Parking Committee (local resident)	Hold Pending Further Interviews
9:30 am	Mary Beth Walton	Harwich Port Parking Committee (local resident)	Via Telephone
9:45 am	Frances Rich	Harwich Port Parking Committee (local resident)	Full Position Local Resident

exp 5.15.20

**Selectmen's Interview/Nominations Subcommittee
Selectmen's Office, Town Hall
Wednesday, May 1, 2019
9:00 A.M.**

AGENDA

I. CALL TO ORDER

II. NEW BUSINESS

- A. Interviews for vacancies on the *Harwich Port Parking Committee*
- B. 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: April 25, 2019



**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 Robert Cohn Street/P.O. Box 29 Pleasant St. Town Harwich Zip 02646

Occupation Writer 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 Parking 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

RECREATION

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

* Please include a resume with form

EDUCATIONAL BACKGROUND:

BA French Literature, Colgate University, 1985

RELEVANT SKILLS:

I have twenty years' experience as a software engineer, and partly due to this, tend to be fairly analytical, detail-oriented, and thorough.

I'm fully up to speed on the parking issues in Harwich Port: I was involved in the parking discussions of the summer of 2018; submitted letters to the Planning Board and Selectmen about the parking situation; personally conducted an informal week-long parking survey; attended several of the Parking Committee meetings over this last winter; researched shared parking; and prepared and gave a PowerPoint presentation to the Committee about this and related matters.

REASONS FOR INTEREST IN COMMITTEE/COMMISSION/BOARD:

My main interest in participating in the Parking Committee is to help seek solutions that will strike a balance between business and residential interests. I'm convinced approaches can be found or developed that will keep in mind the long-term well-being of Harwich Port in a way to preserve the character of the village—not only for the benefit of current residents and businesses, but for later generations as well.

I believe I've already contributed meaningfully to help work out the village's parking difficulties and hope to contribute further.

Please note that though I am not a full-time resident, my schedule is flexible, and I should be able to make most of the meetings.

My full-time contact info:

[REDACTED]

[REDACTED]

[REDACTED]



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**CITIZEN'S COMMITTEE VACANCY FORM
BOARD OF SELECTMEN**

732 Main Street, Harwich, MA 02645

Name Bob Pantedesi Street/P.O. Box 89 - Bank St Town Harwich Zip 02646

Occupation Retired Email [REDACTED] Telephone [REDACTED]
Cov.

(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 _____

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

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

PARKING - Harwich Port

* Please include a resume with form



**CITIZEN'S COMMITTEE VACANCY FORM
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**CITIZEN'S COMMITTEE VACANCY FORM
BOARD OF SELECTMEN**

732 Main Street, Harwich, MA 02645

Name Mary Beth Walton Street/P.O. Box 244 Bank St Town Harwich Zip 02645
Occupation Teaching Assist 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 _____

RECREATION

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

OTHER

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

Parking Committee

* Please include a resume with form

EDUCATIONAL BACKGROUND:

B.S. degree in Business Admin.

RELEVANT SKILLS:

Administrative, Volunteering; school,
Boy Scouts, church,
Teaching Assist in Barnstable

REASONS FOR INTEREST IN COMMITTEE/COMMISSION/BOARD:

I previously applied last ~~spring~~ and seem to have been overlooked. I would like to participate on this committee



**CITIZEN'S COMMITTEE VACANCY FORM
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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 Frances Rich Street/P.O. Box 19 Towhee Town Har. Port Zip 02646

Occupation retired 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 Parking Committee

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
- Municipal Revenue & Economic Development Committee

* Please include a resume with form

EDUCATIONAL BACKGROUND:

BA. Geography '73

RELEVANT SKILLS:

13½ yr. on Planning Commission and
Zoning Board in Thetford, Vermont.
Chaired both 3+ years.

mediator 6+ years on Cape Cod.

REASONS FOR INTEREST IN COMMITTEE/COMMISSION/BOARD:

parking issues in Hawick road.
long term planning and solutions,
taking both business owners, short term
tourists, summer residents and full-time
citizens' concerns into account. I
am not impacted because of where I
live so am not emotionally involved
as so many folks are!

Sandy Robinson

From: Amy Usowski
Sent: Thursday, May 09, 2019 8:40 AM
To: Amanda Davis
Cc: Tyler; Sandy Robinson
Subject: RE: Questions about Marsh Behind Red River Beach
Attachments: administrative_review_application.pdf

Hi Amanda,

All the Conservation Commission will require for this is an Administrative Review permit each year. Please see the application for it attached. I have copied Sandy Robinson, Executive Assistant to the Town Administrator (Chris Clark) and to the Board of Selectmen on this email. Sandy, Amanda is seeking permission to conduct a study on the salt marsh behind Red River Beach, and some of this land is under the care and custody of the Selectmen, so I am guessing she'll need permission from them.

Amy Usowski
Conservation Administrator
Town of Harwich
(508)430-7538

-----Original Message-----

From: Amanda Davis [mailto:amandad@umass.edu]
Sent: Wednesday, May 08, 2019 12:26 PM
To: Amy Usowski <ausowski@town.harwich.ma.us>
Cc: Tyler <tyler@harwichconservationtrust.org>
Subject: RE: Questions about Marsh Behind Red River Beach

Hi there Amy and Tyler,

Thank you for clarifying the next steps. I am attaching the following for your review

- 1) A copy of the research application that we file with the Town of Scituate and the Trustees, both are stakeholders in this project and fellow salt marsh managers. I am attaching this application because it provides detail about the equipment that we use and our approach.
- 2) A summary of the project.

In essence, this would be our research approach:

Year 1: We would place 6-10 1ft x 1ft markers in the salt marsh that the drone will identify and will help the drone accurate georeference the salt marsh landscape. We will conduct 1-2 flights per month from May-October. After the vegetation growing season, myself and an assistant will use an RTK system to take accurate longitude, latitude, and elevation measurements of specific vegetation, water, and bare ground features. This identification data, coupled with the aerial imagery and sensor data will provide our model with a breadth of training information to help the model classify salt marshes. Work would be conducted from May - October 2019
Year 2: We would repeat the procedure from Year 1 and, dependent on funding, take basic measurements to capture sediment dynamics. This work would be led by UMass sedimentologist Dr. Jonathan Woodruff, who is currently working with the Town of Scituate on the impact of sediment deposits during the 2018 Nor'easter. His work is briefly outlined in the research application.

After reading this, please let me know what type of application you would like us to file with the Conservation Commission. I am happy to meet with the Board of Selectmen and present our work; however, I did not see them cc'd on this email.

Again, thank you so much for guiding us through this process! We are in contact with Chatham as of yesterday. Glad to see this moving forward with both towns!

Looking forward to hearing from you.

Best,
Amanda

On 2019-05-07 14:36, Amy Usowski wrote:

> Hi Amanda,
> The Harwich Conservation Commission would need to approve not only
> just work on their piece of property, but on any work in a wetland or
> the 100' buffer zone thereof, regardless of ownership. The kind of
> application you will have to file with the Conservation Commission
> depends on the scope of work. Any work on land owned by the Harwich
> Board of Selectmen would need permission from that board. That would
> most likely include a presentation of the proposed work on their land
> at a board of selectmen meeting. I have copied Town Administrator
> Chris Clark and his Executive Assistant Sandy Robinson on this email,
> who can assist you with what might be required by the Board of
> Selectmen. If you could provide me with a scope of work for the whole
> project, I can help guide you on what type of application(s) you need
> to file with the Conservation Commission.

>
> Amy Usowski
> Conservation Administrator
> Town of Harwich
> (508)430-7538

>
>
>
> -----Original Message-----
> From: Amanda Davis [mailto:amandad@umass.edu]
> Sent: Monday, May 06, 2019 1:16 PM
> To: Amy Usowski <ausowski@town.harwich.ma.us>
> Cc: Tyler <tyler@harwichconservationtrust.org>
> Subject: RE: Questions about Marsh Behind Red River Beach

>
> Hi there Amy,
>
> I see that the area does have several owners. My questions for you are:
> 1)do you know the folks that I speak with from Chatham Conservation
> Foundation, and Harwich Town of Selectmen?
>
> 2)are there permit applications or is access to this area by
> verbal/written permissions?

> Thanks for all your help, Amy:

>

> Best,

> Amanda

>

> On 2019-04-23 15:46, Amy Usowski wrote:

>> Thanks for this Amanda,

>> This marsh has various owners. I will get that map to you Thurs.

>> Amy

>>

>> -----Original Message-----

>> From: Amanda Davis [mailto:amandad@umass.edu]

>> Sent: Tuesday, April 23, 2019 2:57 PM

>> To: Tyler <tyler@harwichconservationtrust.org>

>> Cc: Amy Usowski <ausowski@town.harwich.ma.us>

>> Subject: RE: Questions about Marsh Behind Red River Beach

>>

>> Hi again,

>>

>> I thought I would also send along this image that identifies the

>> areas within the Red River Marsh that we are interested in. I look

>> forward to hearing from you!

>>

>> Best,

>> Amanda Davis

>>

>> On 2019-04-23 14:42, Amanda Davis wrote:

>>> Hi there Tyler and Amy,

>>>

>>> My apologies for taking so long to respond to your previous email. I

>>> was away for a few weeks.

>>>

>>> First, thank you for sending along this information and I'm glad

>>> that you find our research important! I have been visiting potential

>>> salt marsh sites across the state and I have to say that I (and the

>>> rest of the team) are very interested in using remote sensing and a

>>> one field survey to capture the marsh behind Red River Beach.

>>>

>>> We are especially interested in Red River Marsh given the sediment

>>> dynamics, tidal restrictions, and its proximity to sites

>>> experiencing die-off and drowning. Our team consists of a few

>>> wetland scientists, a couple sedimentologists, and two remote sensing specialists.

>>>

>>> Of course, we will need approval from Harwich Conservation Trust,

>>> the Town of Harwich, and residents if any of the marsh is owned by

>>> the residents. Please let me know if you are interested in

>>> partnering with us and learning more about our work. We are fully

>>> funded and just looking to help communities learn more about how

>>> their coastal environment is responding to stressors overtime.

>>>

>>> Best,
>>> Amanda
>>>
>>>
>>> On 2019-03-27 16:44, Tyler wrote:
>>>> Hello Amanda,
>>>>
>>>> Thanks for contacting me. Harwich Conservation Trust is a
>>>> non-profit land conservation organization with over 574 acres
>>>> conserved to-date.
>>>>
>>>> Sounds like great research that is very much needed.
>>>> I also work for Dennis Conservation Land Trust (DCLT), whom owns
>>>> approximately 300 acres of salt marsh on the bayside along Chase
>>>> Garden Creek.
>>>>
>>>> The Town of Harwich owns much of the salt marsh by Red River Beach.
>>>> HCT owns
>>>> 2 small parcels which are somewhat tidally restricted: Assessors
>>>> Map/Lot:
>>>> 17/F2-0-E and 17/R2-6D-0-E.
>>>> You can see the Assessors Maps here:
>>>> <https://mapsonline.net/harwichma/>
>>>>
>>>> Amy Usowski, Harwich's Conservation Agent, is copied on this email
>>>> and can answer questions about the salt marsh areas that directly
>>>> abut Red River.
>>>>
>>>> Let me know if I can help you in any other way. Feel free to
>>>> contact me about DCLT's marshes.
>>>>
>>>> Best,
>>>>
>>>> Tyler
>>>>
>>>> Tyler Maikath
>>>> Outreach and Stewardship Coordinator, Harwich Conservation Trust
>>>> <http://harwichconservationtrust.org/>
>>>> Office: (508)-432-3997
>>>> Cell: (508)-524-5220
>>>>
>>>>
>>>> -----Original Message-----
>>>> From: Amanda Davis [mailto:amandad@umass.edu]
>>>> Sent: Wednesday, March 27, 2019 1:08 PM
>>>> To: tyler@harwichconservationtrust.org
>>>> Subject: Questions about Marsh Behind Red River Beach
>>>>
>>>> Hi there Tyler,
>>>>
>>>> My name is Amanda Davis and I am a graduate student at UMass

>>>> Amherst.

>>>> Right now I am working with a few researchers to study how MA salt marshes have changed overtime and how they are responding to current stressors (sea-level rise, erosion and excessive sediment deposition, invasive species, etc.) using remote sensing techniques.

>>>>

>>>> I just came across the marsh area behind Red River Beach and I am searching for some more information about the area. Do you know any information about this area (ownership, managers, issues, etc.) or do you suggest I connect with any specific individuals?

>>>>

>>>> Any suggestions or input is greatly appreciated. Thanks!

>>>>

>>>> Best,

>>>> Amanda Davis

TOWN OF HARWICH
732 Main Street
Harwich, MA 02645

CONSERVATION
DEPARTMENT

(508) 430-7538

TOWN OF HARWICH CONSERVATION DEPARTMENT
APPLICATION FOR PROJECTS
REQUESTING ADMINISTRATIVE REVIEW

DATE _____

REPRESENTATIVE: _____

MAILING ADDRESS: _____

PHONE # _____

OWNER'S NAME: _____

MAILING ADDRESS: _____

ADDRESS OF
PROPOSED WORK _____ MAP _____ PARCEL _____

DESCRIPTION OF PROJECT: _____

YES NO

- | | | |
|--|-------|-------|
| 1. Will proposed work take place within 50 ft. of any resource area? | _____ | _____ |
| 2. Is excavation by machinery required? | _____ | _____ |
| 3. Is uprooting of vegetation or mowing to the ground proposed? | _____ | _____ |
| 4. Is tree removal proposed? | _____ | _____ |
| 5. Is pruning of trees proposed? | _____ | _____ |
| 6. Is cutting of shrubs proposed? | _____ | _____ |
| 7. Is removal of briars, brambles or bittersweet vine proposed? | _____ | _____ |
| 8. Is removal of poison ivy proposed? | _____ | _____ |
| 9. Is planting proposed? | _____ | _____ |

Administrative Review Application - Page 2

FOR OFFICE USE ONLY _____

SITE INSPECTION DATE: _____

COMMENTS:

CONSERVATION ADMINISTRATOR _____

DATE APPROVED: _____

DATE DENIED: _____

DATE OF COMPLETION: _____

DATE OF FINAL INSPECTION: _____

Christopher Clark

From: John Giorgio <JGiorgio@k-plaw.com>
Sent: Monday, May 06, 2019 3:14 PM
To: John Rendon; Christopher Clark
Subject: FW: Harbor Management Plan
Attachments: Harwich HMP Sec 7.17.pdf

Dear John and Chris:

This is in response to your request that I review section 7.17 of the Town's harbor plan/ regulations relative to the use/sale of alcohol at Saquatucket Harbor in relation to the snack shack which the Town is leasing to a private operator. My understanding is that the lessor's business plan is to serve beer and wine.

Section 7.0 of the regulations is entitled "Slip Regulations at Town-Owned Marina." Within that section are a number of restrictions which are clearly intended to restrict certain activity by private boat operators using Town slips. These restrictions include sewage and rubbish removal, noise, and housekeeping. Section 7.17 provides: "The use of alcoholic beverages is prohibited by law on any town landing, float, pier, building or parking area owned by or under the jurisdiction of the Town. The sale of alcoholic beverages is prohibited in the Saquatucket Harbor area."

It is my opinion that the prohibition contained in section 7.17 of the regulations is intended to apply only to activities conducted by persons who are utilizing the services of the marina including boat activity. The Town, as a policy matter, has decided to lease the snack shack expressly for the purpose of providing food and refreshments to the patrons and other members of the public, and it is my understanding that the Request for Proposals issued by the Town and the subsequent lease expressly allows for the sale of beer and wine at the snack shack. I, therefore, do not interpret the regulations so narrowly as to evidence an intent not to allow such sales on Town facilities which are controlled and regulated by the Town pursuant to the lease provisions and the alcohol license issued by the Board of Selectmen.

Please let me know if you have any questions.

John

John W. Giorgio, Esq.
KP | LAW
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Boston, MA 02110
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"

From: John Rendon [mailto:jrendon@town.harwich.ma.us]
Sent: Monday, May 06, 2019 11:40 AM
To: John Giorgio <JGiorgio@k-plaw.com>

Cc: Christopher Clark <cclark@town.harwich.ma.us>

Subject: Harbor Management Plan

John,

As discussed, I have attached section 7.17 of the HMP for your review. I have also attached the first few pages that show the regulations have been adopted by the BOS and also section 1.0 Purpose that I think might be helpful. Thank you. v/r,

John C. Rendon
Harbormaster
Town of Harwich
774 212-6193 (c)

Town of Harwich Harbor Management Plan



Adopted by the Board of Selectmen: January 26, 2004

Effective Date: February 9, 2004

Amendment Dates:

2004: March 15, April 12, August 16
2005: January 18, March 7, July 5, October 11
2006: March 27, October 30
2007: December 17
2008: January 14, May 19
2009: March 30, September 21, November 23
2011: February 28, September 26, October 24
2012: July 23, October 15
2013: February 19, July 29
2014: January 6, March 10, July 14, December 1
2015: May 18, May 26, August 24
2016: January 4, May 9, November 28
2017: January 9, September 11, December 11
2018: August 6, August 20, December 3

This document is available in PDF format on the Town of Harwich website:
www.harwich-ma.gov

Town of Harwich Harbor Management Plan

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1.0: Purpose

- a. The purpose of the Harwich Harbor Regulations is to promote public safety, define proper area usages and encourage mariner awareness of local Waterway By-Laws and Harwich Harbor rules and regulations. The Town of Harwich, through these regulations, intends to make assignment of moorings, slips and commercial permits under its jurisdiction fair, equitable and transparent. A clear goal is to enhance the enjoyment of the harbors for the recreational boater and usability/functionality for all commercial boaters and to the benefit of the Harwich residents.
- b. These regulations are adopted by the Board of Selectmen and the Harbormaster. The Board of Selectman, per the Town Charter, shall enact rules and regulations establishing town policies not otherwise governed by general law, including all policies relating to Municipal waterway fees. The Waterways Committee, with input from the Harbormaster, shall be responsible for the development of regulations and recommendations to the Board of Selectmen on waterway issues. The Harbormaster, per M.G.L. Chapters 102 and 91 Sections 10A and 10C, and its implementing Code of Massachusetts Regulations (310 CMR 9.00), shall adopt regulations for the permitting of moorings and the stationing of vessels, including commercial vessels lying within territorial jurisdiction of the Town of Harwich. Regulations adopted by the Harbormaster that need to be incorporated into the Harbor Management Plan shall be sent to the Board of Selectmen for review. In addition, the Harbormaster and Assistant Harbormasters are responsible for the enforcement of all applicable local and state laws and regulations, including the provisions of M.G.L. Chapter 90B and 323 CMR.
- c. Nothing in this Harbor Management Plan shall be construed as altering in any way the content and/or meaning of the provisions of Chapter 47, Boating and Waterways of the Town of Harwich By-Laws, MA State statute, or Code of Massachusetts Regulations.

2.0: DEFINITIONS

Beam (of a Boat): For the purpose of determining seasonal and year round dockage fees, the extreme straight line measurement in feet and inches perpendicular to the keel centerline from the port gunwale to the starboard gunwale.

Board Boats: For the purposes of these regulations, the following classes of vessels are considered as board boats: inflatables (under 12' feet in length); kayaks; canoes; dinghies; sailing dinghies; windsurfers; sailboards and rafts.

Boat: The term "boat" shall have the same meaning as the term "vessel" defined in General Laws, Chapter 90B, Section 1.

Boating Season: The boating season shall be defined as commencing at 4:00 a.m. on the Friday of Memorial Day weekend and concluding at 4:00 p.m. on the Monday of Columbus Day weekend.

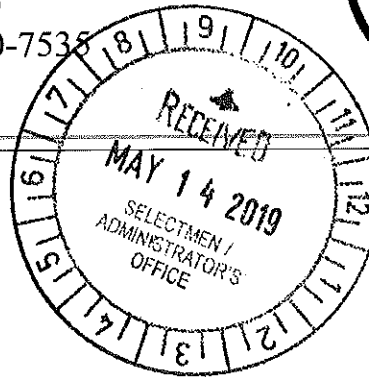
Boat Transportation Agent: An individual or business entity, with liability insurance coverage 1.) Automobile liability coverage of \$1,000,000 minimum, and 2.) Bodily injury, and property damage commercial liability insurance of \$1,000,000 minimum, to qualify for an annual permit to transport, launch and retrieve any boats on the Town ramps. This permit includes the special provisions for stepping and/or removal of masts on sailboats, and any other crane or boom work done on boats at Town-owned properties.

Charter / Fishing / Passenger for Hire Boat: A boat operated as a commercial enterprise that carries passengers for hire for the purpose of fishing on the coastal waters. A "commercial enterprise" is defined as an operation where a person provides fishing guide or charter boat services in exchange for any consideration, including money, goods or services.

Charter Fishing Boat Special Permit: A permit issued by the Harbormaster for one (1) day or one (1) event, not to exceed two (2) days for the purpose of allowing resorts and other organizations to schedule fishing tournaments in the Town of Harwich. The purpose of the Charter Fishing Boat Special Permit is to allow non-Harwich based charter boats to participate in fishing tournaments needing the ability to load, unload and fuel in Harwich. Any organization requesting a Charter Fishing Boat Special Permit shall be responsible for providing the necessary documentation and insurance coverage as outlined under Section 7.0 of the Harbor Management Plan. If applicable, upon issuance of the Charter Fishing Boat Special Permit, the Harbormaster shall send copies to the Waterways Committee and the Board of Selectmen. Charter Fishing Boat Special Permits may be granted only

- 7.5 All boats will be secured in their assigned space in a manner acceptable to the marina.
- 7.6 Owners are requested to provide the marina with a set of main door hatch keys and ignition keys. The boat will only be entered by the marina for possible inspection or for emergency service, otherwise only with the permission of the owner. No other person will be given keys or allowed on the boat without the owner's written permission.
- 7.7 The owner (and guests for whom he/she is responsible) agrees to conduct himself at all times when on the property of the marina, or on any boat moored therein, so as to create no annoyance, nuisance or hazard to the marina or to any other persons. This includes good housekeeping, sanitation practices and the use of garbage and refuse containers.
- 7.8 Sewage, rubbish and other wastes:
- A. Federal, State and Town statutes prohibit the discharge of sewage, waste material, oil and fuel, rubbish or refuse of any kind or description into any river, stream, pond or tidal waters. Heavy fines and imprisonment are the penalties for violation.
 - B. Owners, guests, employees and all persons are to use the marina's shore-side toilets, showers and laundry facilities. All garbage and other refuse must be placed in receptacles provided by the marina.
- 7.9 Noise shall be kept to a minimum at all times. Consideration for others requires discretion in the operation of engines, generators, radios and television sets in such a manner and at such times as to create no nuisance or disturbance.
- 7.10 Swimming, fishing or water-skiing is prohibited anywhere in the marina.
- 7.11 House Keeping
- A. Boat owners shall not place supplies, materials, accessories or debris on any float or walkway and shall not construct or place thereon any lockers, chests, cabinets or containers without the permission of the marina.
 - B. Tenders on davits, gangways or boarding ladders or steps, extreme overhangs, bow and stern sprits, boomkins, spars, pulpits, etc. shall be secured in such a manner that none of these appurtenances shall create a hazard or block free passage along any float, walkway or waterway.
 - C. Laundry shall not be hung on any boat, float, walkway or anywhere else in the marina.
- 7.12 Charcoal or any form of open fire anywhere within the marina is absolutely prohibited.
- 7.13 Dogs and pet animals are permitted in the marina only on a leash or otherwise confined or restrained.
- 7.14 Young children should be accompanied by adults at all times.
- 7.15 Tenders, skiffs, dinghies and other small boats shall be stored aboard boats or placed where the marina directs. All such small boats shall carry identification numbers, marks or names. They may not be tied up in rental space or on any float, walkway or ramp.
- 7.16 No part of the marina, ashore or afloat, nor any boat therein shall be used for the conducting or solicitation of business of any kind except for the normal operation uses as provided for herein, and no signs or other advertising material will be permitted without the permission of the Marina, which will control size, placements, etc. Nothing in this section shall prohibit an owner from contracting for or using such services as his boat may require from the businesses or resources regularly available in the area or to him privately.
- 7.17 The use of alcoholic beverages is prohibited by law on any town landing, float, pier, building or parking area owned by or under the jurisdiction of the town. The sale of alcoholic beverages is prohibited in the Saquatucket Harbor area.

Natural Resources
Town of Harwich
715 Main Street · P.O. Box 207
Harwich Port, MA 02646
(508) 430-7532 · Fax (508) 430-7535



15 May 2019

To: Harwich Board of Selectman
From: Heinz Proft, Natural Resources Director
Re: 5/20/19 Hinckely's Pond Alum treatment (SOLITUDE Lake Management contract)

Article #57 (2018) Town was awarded \$650,000 in CPC funds to address Hinckley's pond phosphorus and improvement for public access. \$500,000 allocated to treatment of the pond, \$75,000 for water quality monitoring during and after treatment, and \$75,000 for public access improvement. All 3 portions will come in under budget.

An invitation for bids was written and available to the general public for phosphorus inactivation treatment of the pond. It was advertised in the Cape Cod Times and advertised in COMMBUYS. Project used sealed bids and were due April 18th, 2019. Interested firms that directly contacted Harwich included Habaquatics, Charter contracting company, and Solitude Lake Management.

The only bid received met the requirements for our project. The evaluation committee of Heinz Proft, Chris Clark, and Bob Lawton reviewed the SOLITUDE Lake Management proposal and gave them an overall score of Highly Advantageous.

Solitude Lake Management also received positive support (references phone calls) from other similar projects/treatments conducted in Barnstable and Eastham. The standard K-P law contract required in the Town's procurement checklist was drawn up, mailed to Solitude Lake Management, signed and returned to the Town of Harwich.

This project is on track, under budget, and will be completed in September 2019. This time frame is something that was stipulated in the order of conditions from the Massachusetts Division of Marine Fisheries & Wildlife.

Respectfully,

Heinz Proft
Natural Resources Director

Project Name: Alum Treatment TM Year and Article #: 2018/#57 Appropriation: \$ 575,000
 Low Bidder: Solitude Lake Management Bid Price: \$ 347,300

12/13/18 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.
 - 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 Coppola Account # 80271292-618057
- 3. Please provide a single **copy of the bid packet** along with all supporting documents.
- 4. Please use K-P Law provided standardized contracts.

Buildings and Public Works	Goods and Services
<input type="checkbox"/> C1. Please show Prevailing Wage was used.	<input type="checkbox"/> GS1. If procured using the State Bid List :
<input type="checkbox"/> C2. If construction is near \$10,000 you also need: <ul style="list-style-type: none"> <input type="checkbox"/> a. Written spec sheet. <input type="checkbox"/> b. Advertised for two weeks on Central Register and COMMBUYS. <input type="checkbox"/> c. Apparent low bidder posted to Town website. 	<input type="checkbox"/> a. Over \$25,000 please show project was on the Capital Plan.
<input type="checkbox"/> C3. If construction over \$25,000 you need C1, C2, as well as: <ul style="list-style-type: none"> <input type="checkbox"/> a. Show project was in the Capital Plan. <input type="checkbox"/> b. Low bidder provides 50% payment bond after Selectmen's countersignature. 	<input type="checkbox"/> GS2. If project is over \$5,000 : <ul style="list-style-type: none"> <input type="checkbox"/> a. Please provide written spec sheet used and who it was sent to. <input type="checkbox"/> b. Maximum contract length is three years.
<input type="checkbox"/> C4. If construction over \$50,000 you need C1, C2, C3, as well as: <ul style="list-style-type: none"> <input type="checkbox"/> a. Bid Bond of 5% of total value. <input type="checkbox"/> b. Sealed Bids. <input type="checkbox"/> c. End of Public Works construction requirements 	<input type="checkbox"/> GS3. If project is over \$50,000 : <ul style="list-style-type: none"> <input type="checkbox"/> a. Show project was advertised for two weeks in a newspaper and on COMMBUYS. <input type="checkbox"/> b. Show project utilized sealed bids. <input type="checkbox"/> c. Apparent low bidder posted to Town website.
<input type="checkbox"/> C5. If Building estimated construction costs are over \$300,000 and estimated design costs are over \$30,000 you'll need to follow the Designer Selection RFQ process: <ul style="list-style-type: none"> <input type="checkbox"/> a. Advertise in Central Register and local newspaper for two weeks. <input type="checkbox"/> b. Set a designer fee or price ceiling. <input type="checkbox"/> c. Use Standard Designer Application Form 	<input checked="" type="checkbox"/> GS4. If project is over \$100,000 : <ul style="list-style-type: none"> <input checked="" type="checkbox"/> a. Show project was advertised for two weeks in COMMBUYS and Goods and Services Bulletin. <input checked="" type="checkbox"/> b. Show project utilized sealed bids.
<input type="checkbox"/> C6. If Building construction over \$150,000 you'll need C1, C2, C3, C4, C5, as well as: <ul style="list-style-type: none"> <input type="checkbox"/> a. 100% payment bond was in bids. <input type="checkbox"/> b. 100% performance bond was in bids. <input type="checkbox"/> c. DCAMM certified bidders. <ul style="list-style-type: none"> <input type="checkbox"/> i. DCAMM certified sub-bids if over \$25,000. 	<p>Note 1: If lowest bidder was found to be either not responsive or not responsible, the Town may begin negotiations with next lowest bidder.</p> <p>Note 2: Bids may be negotiated downwards but never higher than original quote.</p> <p>Note 3: Municipalities shall not provide a down payment, deposit, or provide funding before possession of purchased item.</p>
<input type="checkbox"/> C7. If Building construction over \$10,000,000 you'll need C1, C2, C3, C4, C5, C6, as well as: <ul style="list-style-type: none"> <input type="checkbox"/> a. Solicit qualifications prior to sealed bids. 	

Original for Accounting Original for Procurement Original for Vendor Contract to Treasurer's

Signature of Town Administrator or Assistant Town Administrator: _____

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

Thursday, April 18, 2019
Hinckley Pond Alum Treatment Bid

At 2:03 P.M., April 18, 2019, in the presence of Heinz Proft, Robert Lawton received and opened sealed bids for the Hinckley Pond Alum Treatment

One bid was received. Results of the bid opening are as follows.

Company Name	Bid			
Solitude Lake Management	\$347,300			

Article 57 of the 2018 ATM appropriates \$575,000 for this project from the Community Preservation Act undesignated reserve.

As the bid appears to be complete, responsive, and within budget, we will review the bid documents in detail and make a formal recommendation for an award.

The bid opening was adjourned at 2:30 pm

Notes by R Lawton

Natural Resources
Town of Harwich
715 Main Street · P.O. Box 207
Harwich Port, MA 02646
(508) 430-7532 · Fax (508) 430-7535



1 May 2019

To: Harwich Board of Selectman
From: Heinz Proft, Natural Resources Director
Re: Hinckley's Pond Alum treatment (SOLITUDE Lake Management review)

The evaluation committee of Heinz Proft, Chris Clark, and Bob Lawton reviewed the SOLITUDE Lake Management proposal and gave them an overall score of Highly Advantageous.

After reviewing the SOLITUDE Lake Management proposal for the Phosphorus Inactivation of Sediments in Hinckley's Pond, they are more than capable of successfully completing our project.

Highly Advantageous:

- 20+ years, plus successful 2007 Long Pond treatment.
- Subsurface application boom – 8-10 water depth.
- Fulfill application rate/dosage & optimal coverage of area treated.
- Approximately 8 days of treatment between Sept 9th – 30th.
- Biologists and Engineers on staff conducting testing and monitoring during the project.
- Prior experience (very likely only New England based company) treating water bodies greater than 100 acres in size. Hinckley's pond is 176 acres.

Advantageous:

- Good communication with SOLITUDE at this point.
- Sufficient time to work with SOLITUDE and confirm logistics to staging/launching of their treatment barge.
- Positive response when contacting references (previous and recent completed projects from the towns of Barnstable and Eastham).
- Bid proposal is under budget. Their bid was \$347,300 which is within the \$500,000 which was the allocated portion for alum treatment. There is a second amount of \$75,000 which will be used to create the pre/post monitoring program for this pond project.

Sincerely,

Heinz Proft
Natural Resources Director

INVITATION FOR BIDS:

**PHOSPHORUS INACTIVATION OF SURFICIAL SEDIMENT IN
Hinckley Pond, Harwich, Massachusetts**

**ISSUED BY
The Town of Harwich
732 Main Street
Harwich Center, MA 02645
508-430-7514**

On March 22nd, 2019



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SECTION 1

TOWN OF HARWICH
PHOSPHORUS INACTIVATION OF SURFICIAL SEDIMENT IN
HINCKLEYS POND
INVITATION TO BID

The Town of Harwich on behalf of the Board of Selectmen is requesting bids for the following:

Project Title: **PHOSPHORUS INACTIVATION OF SURFICIAL SEDIMENT IN HINCKLEYS POND**

Sealed bids will be received at the Town of Harwich, Town Hall, 732 Main St., Town Administrator's Office, 2nd floor, Harwich, MA 02645 until 2PM on April 18th, 2019. (Tel: (508) 430-7513, Ext. 2

The work to be performed under this contract includes all materials, equipment and labor to provide aluminum treatment at Hinckley's Pond to control sedimental nutrients as detailed in the IFB.

Bid specifications can be downloaded from the Town of Harwich website www.harwich-ma.gov/home/pages/procurement may be obtained from the Town of Harwich, Office of the Town Administrator from 8:30A.M. to 8:00 P.M. on Monday, 8:30A.M. to 4:00P.M. Tuesday through Thursday, and 8:30A.M. to 12:00 Noon Friday. To request mailing, call (508) 430-7513. Any questions should be directed to Heinz Proft at: HProft@town.harwich.ma.us

Bids shall be in a sealed envelope bearing the words "Hinckley Pond Treatment". The public bid opening will be held at the Town of Harwich Town Hall, Griffin Room on Thursday, April 18th, 2019 at 2:00 PM. To receive consideration, proposals shall be submitted no later than 2PM on Thursday, April 18th, 2019. Emailed or faxed bids will not be accepted.

Contractors shall be required to comply with all applicable Massachusetts General Law Chapter 30, and all other applicable Massachusetts General laws. All bids for this project are subject to applicable public bidding laws of Massachusetts, including, but not limited to M.G.L. c. 39M, as amended.

The successful bidder will be required to furnish a Payment Bond in the amount of one fifty (50%) of the contract amount.

To receive consideration, bids shall be submitted on the appropriate forms no later than the above date and time scheduled. Proposals must be accompanied by a bid security in the amount of five percent (5%) of the bid price in the form of a bid bond or certified treasurer's or cashier's check issued by a responsible bank or Trust Company. If upon acceptance of the bid, a bidder fails to enter into a contract with the Town of Harwich, the bid security shall be forfeited to and become the property of the Town.

Full compliance with Federal, State and Municipal wage laws is required of all work done for the Town of Harwich. Minimum wage rates as determine by the Commissioner of Department of Labor and Industries under the provision of the Massachusetts General Laws, Chapter 149, Section 26 to 27D as amended, apply to the project. It is the responsibility of the contactor, before bid opening, to request if necessary,

any additional information on Minimum Wage Rates for those trades people who may be employed for the proposed work under this contract. Minimum Wage Rates be provided in the bid specifications and are applicable to this project.

All bidders shall be required to provide Certification of Occupational Safety and Health Administration (OSHA) Training in accordance with Massachusetts General Law 30: Section 39S, as amended by Chapter 306 of the Acts of 2004, effective 7/1/06. Bidders are not to include in their Bid Proposal sales and compensating use taxes on material and supplies purchased for this project. All material used are tax exempt.

A weekly certified payroll submittal shall be required of the successful bidder in accordance with MGL C149, S27B. No payments will be made by the Town until all payroll information necessary for the Town to determine compliance with prevailing wage law requirements for the time period of the payment request have been submitted. The Contractor shall not discriminate with regard to the personnel employed on this project on the basis of race, color, creed, national origin, gender, sexual preference, handicap, or age.

Selection of the contractor will be based upon bidder qualifications, including evidence of past performance in similar projects, and bid price. The contract will be awarded to the bidder deemed by the awarding authority to be the lowest responsible and eligible bidder.

The bidder agrees that its bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays, and legal holidays excluded, after opening of the bids.

The Town reserves the right to waive any informalities, to accept or reject, in whole or in part any or all bids, or take whatever other action may be deemed to be in the best interest of the Town.

END OF SECTION

SECTION 2. INTRODUCTION AND BACKGROUND

The Purchasing Agent for the Town of Harwich (hereafter the awarding authority) is soliciting Bids for the aluminum treatment of Hinckley Pond. The awarding authority has secured an appropriation of \$525,000 to secure the services as requested in this IFB and certain auxiliary work. The goal of this IFB is to identify the proposer who can best complete the work as outlined in these documents. A contract commencing on or before June 1st, 2019 and extending to September 30th, 2019 is being offered for completing the full scope of work. This IFB and contract work is contingent upon the approval of the permits for this project.

This solicitation is being conducted in accordance with the provisions of Town of Harwich for procurement, and all contracts must be strictly awarded in accordance with the requirements of the Invitation for Bids. If it becomes necessary to revise any part of this IFB or otherwise provide additional information, an addendum will be issued to all prospective proposers who received copies of the original request.

Hinckley Pond is designated as a Great Pond and is situated in northwest Harwich (Figure 1), covering 174 acres to an average depth of 13 ft with a maximum depth of 28 ft. Pond volume is about 2,270 acre-feet, just under 100 million cubic feet or 2.8 million cubic meters. Detention time averages about 157 days, equating to replacement of the water in the pond about 2.3 times per year, a more rapid flushing rate than for many Cape Cod ponds. Hinckley Pond has suffered from summer cyanobacteria blooms for over two decades.

Hinckley Pond receives most of its water from Long Pond to the east via overflow that constitutes the start of the Herring River. Long Pond was treated with aluminum in 2008 and has exhibited desirable conditions ever since that time. Additional overland flow comes from Seymour Pond to the north, through a canal dug to connect the lakes and provide water for cranberry farming in the 1850s. There are two active bogs adjacent to Hinckley Pond, and these bogs use water from the pond, particularly for fall harvest flooding, after which the water is returned to Hinckley Pond. Most of the rest of the watershed is either low density residential land or water (Long and Seymour Ponds), although a portion of Cape Cod Regional Technical High School drains runoff to the pond through the Jenkins cranberry bog on the eastern side. Stormwater collection and treatment systems are minimal in this watershed, and a lot of runoff percolates into soil before reaching the pond, but evidence of stormwater inputs has been observed near the pond. Residential land is served by on-site Title 5 wastewater disposal systems.

The entire watershed covers about 2,422 acres, including 740-acre Long Pond and 182-acre Seymour Pond. The direct drainage area to Hinckley Pond is about 190 acres. Groundwater inflowing to Hinckley Pond has two main sources: the runoff that infiltrates into the land between the ponds (the 190-acre ground watershed to Hinckley Pond alone) and subsurface flow that discharges from Long Pond and enters Hinckley Pond. Groundwater flowing in the upper portion of the aquifer along the predominant northeast-southwest flow path will likely be captured by the much deeper Long Pond upgradient of Hinckley Pond. Surface water overflow from Long Pond appears to be much greater than groundwater outseepage, but detailed quantification is lacking. It appears that surface water inflows are more important at Hinckley Pond than most other kettlehole ponds on Cape Cod.



Figure 1. Hinckley Pond and immediate area in Harwich on Cape Cod, Massachusetts

Examination of pond management alternatives suggests that the phosphorus concentration in Hinckley Pond should be reduced by at least a third (from 30 ug/L to no more than 20 ug/L) to sufficiently lower the probability of nuisance algal blooms and achieve desirable water clarity. A reduction to 10 ug/L is preferred but may not be practical in light of current land uses and incoming water quality. Calculations indicate that a 90% reduction in the internal load would achieve more than the minimum reduction (reducing phosphorus by at least a third), and such a reduction could be obtained through treatment with aluminum, which binds phosphorus more permanently than iron. Reducing the internal load of phosphorus will also help raise the nitrogen:phosphorus ratio and discourage cyanobacteria blooms.

Testing of sediments and stoichiometric calculations suggest that the necessary dose to inactivate available phosphorus in the upper 10 cm of the sediment in the target zone ranges considerably among 12 samples. At least 75 g/m² is needed and there is benefit to higher doses up to about 175 g/m². Based on lab assays, there is a diminishing return on applied aluminum beyond about 100 g/m², but a dose of 18 g/m² has been deemed appropriate. The awarding authority is therefore seeking bids for a treatment of 108 g/m². The target treatment zone will be in water deeper than 12 feet (3.6 m), an area of 90 acres or 36 hectares (Figure 2). While a lesser dose may be adequate in shallower water, it is acknowledged that focusing of treated sediments into deeper water is likely, so the dose will be the same throughout the target treatment area. To keep the total aluminum content <5 mg/L in the treatment zone on any one application run, the

maximum dose that can be applied on any day is 18 g/m^2 . This means that the 90 acre treatment zone will be treated 6 times at 18 g/m^2 to achieve the 108 g/m^2 dose.

Alkalinity of water in Hinckley Pond is not large (5-10 mg/L as CaCO_3 equivalents in surface water, up to 25 mg/L near the bottom in the deepest area), so it is expected that the aluminum additions will be made as a balanced, simultaneous injection of aluminum sulfate and sodium aluminate. The exact ratio is up to the contractor, to ensure that pH remains within the desired range, but is likely to be close to 2:1, alum to aluminate, by volume.



Figure 2. Hinckley Pond target treatment area

SECTION 3. KEY DATES FOR THIS BID

A. KEY DATES FOR THIS BID

3/22/19	IFB available to the general public
3/22/19	IFB advertised
4/12/19	Last day for questions to awarding authority
4/18/19	Bid due to awarding authority's Office by 2:00 pm
5/10/19	Notice of Award (Contingent upon Appropriation Approval)
9/09/19	Contract work/pond treatment to commence pending all licenses and permit approvals
9/30/19	Treatment of Hinckley pond must be completed

SECTION 4. BID CONDITIONS

A. KEY CONDITIONS

1. The awarding authority may cancel this IFB, in whole or in part, or may reject all Bids submitted in response, or may procure only some goods and/or services outlined in this IFB whenever such action is determined to be fiscally advantageous to the Town or if it is otherwise in the best interest of the Town.
2. The awarding authority may request that supplementary information be furnished to assure that a proposer has the technical competence, the business and technical organization, and the financial resources adequate to successfully perform the necessary work.
3. Required forms are provided by the awarding authority in the attached appendices. All Bids shall be in ink or typewritten and must be presented in an organized and clear manner.
4. Questions or clarifications arising from these documents shall be submitted in writing. They should be sent to the individual named in section 6, C. They must be submitted in accordance with Section 2 "Key Dates for This Bid".
5. Each proposer shall acknowledge receipt of any and all addendum issued to the Invitation for Bids by so indicating in the Cover Letter/General Response. Failure to do so may constitute cause to reject the Bid as being unresponsive.
6. The proposer shall sign the Bid correctly in ink or in the case of an organization, firm, partnership or corporation, a person having the legal authority from said organization to sign the Bid will sign the document.
7. Proposers may correct, modify or withdraw the original Bids on or before the date and time as stated in the "Legal Advertisement". Corrections or modifications shall be in sealed envelopes, clearly marked to indicate the contents, with the name and address of the vendor.
8. Any late correction or modification to the Bid will not be accepted. A proposer who wishes to withdraw a Bid must make a request in writing.
9. Each proposer shall be presumed to have read and be thoroughly familiar with these documents. Unfamiliarity with these documents shall in no way relieve any proposer from any obligation with respect to the Bid.
10. The Vendor's Bid to provide said services and products must remain valid for 90 days past the submission deadline.
11. All applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over Bid/purchase shall apply to the contract throughout, and they shall be deemed to be included in the contract the same as though herein written out in full.

12. It is understood that the proposer has submitted the Bid in good faith and has not colluded with any other individuals, firms, or corporations in creating the Bid to subvert the market process. See Certificate of Non-Collusion attached (Appendix A).
13. All costs involved in preparing the Bid will be borne by the vendor. The proposer shall be familiar with all state, local and other laws relating to this type of work.
14. All responses are to include a statement that the Bid is in accordance with this Request for
15. Bid and that the proposer has read and understands all sections and provisions herein. Exceptions, if any, are to be clearly stated.
16. No award will be made to any proposer who cannot satisfy the awarding authority that he/she has sufficient ability and sufficient capital to enable him/her to meet the requirements of these specifications. The awarding authority's decision or judgment on these matters shall be final, conclusive and binding.
17. Any Bid received after the date and time stated in the "Legal Advertisement" may be deemed "non-responsive" and may not be opened. Unopened Bids will be returned to the proposer.
18. Any contract resulting from this IFB shall be awarded to the proposer whose Bid is deemed to be the most Highly Advantageous to the awarding authority, which will be the sole judge in determining whether a vendor's Bid satisfies the requirements of this IFB.
19. Response to this Invitation for Bids acknowledges the vendor's acceptance of all sections and requirements of this document. The Invitation for Bids will be written into the successful vendor's Bid as part of the system contract.

B. SITE VISITS

Site visits may be arranged with Natural Resources Director, Heinz Proft at hproft@town.harwich.ma.us or 508-430-7532.

C. QUESTIONS AND CLARIFICATIONS

Questions requiring clarification shall be submitted in writing, email or faxed to the awarding authority prior to 4/12/19 in order to afford adequate time to respond with a correction or additional information prior to the deadline for submission of Bids. Should it be found necessary, a written addendum will be incorporated into the IFB and will become part of the contract. Those who have received a copy of the IFB will be notified of such changes.

D. NOTIFICATION OF AWARD

All proposers will be notified of the selection decision within 30 days of the date Bids are due unless otherwise notified. In no case will the award be made beyond 90 days unless the vendor agrees to extend the period of time in which the Bid is valid.

E. CONTRACT

This Invitation for Bids, as well as the selected vendor's Bid, and any addenda to that Bid will become part of the final contract. The Contract shall be subject to Force Majeure considerations. Either party hereto shall be excused from performance of any act under the contract if prevented from the performance of any act required by reasons of strikes, lockouts, labor trouble, inability to procure materials, failure of power, fire, winds, Acts of God, riots, insurrections, war or other reason of a like nature not reasonably within the control of the party. The period for the performance of such obligation shall be extended for an equivalent period for no additional cost. Continued prevention from performance by such causes for periods aggregating sixty (60) or more days shall be deemed to render performance impossible, and either party shall thereafter have the right to terminate this contract.

F. FAILURE TO PERFORM

It is expected that if the contractor does not fulfill the terms of the agreed upon contract, the awarding authority may contract with another contractor to provide the necessary service. If the costs associated with the second contractor exceed the costs associated with the awarded contractor, the awarding authority reserves the right to collect the difference from the awarded contractor. This may also include court costs and legal fees associated with the collection of the monies owed.

G. TERMINATION OF CONTRACT

Subject to the provisions of the section explaining Force Majeure, if the Contractor shall fail to fulfill in a timely and satisfactory manner its obligations under this agreement, or if the Contractor shall violate any of the covenants, conditions, or stipulations of this agreement, which failure or violation shall continue for seven (7) business days after written notice of such failure or violation is received by the contractor, then the awarding authority shall thereupon have the right to terminate this agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination.

H. INSURANCE REQUIREMENTS

1. Indemnification

The Contractor shall indemnify, defend, and save harmless the awarding authority from and against all suits and claims of liability of every name and nature, including attorney's fees and costs of defending any action or claim, for or on account of any claim, loss, liability or injuries to persons or damage to property of the awarding authority or any person, firm, corporation or association arising out of or resulting from any act, omission, or negligence of the Contractor, subcontractors and their agents or employees in the performance of the work covered by this Agreement and/or their failure to comply with terms and conditions of this Agreement. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the Contractor under contract with the awarding authority.

2. Insurance Requirements

The Contractor shall, before commencing performance of the contract, be responsible for providing and maintaining insurance coverage in force for the life of the contract of the kind and in adequate amounts to secure all of the obligations under the contract and with insurance companies acceptable to the awarding authority. All such insurance carried should not be less than the kinds and amounts designated herein, and the Contractor agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Contractor to any such kinds and amounts of insurance coverage. Under all insurance coverage, required or not required by the awarding authority, the Contractor shall defend, indemnify, and hold harmless the awarding authority against any claim based upon negligent, accidental or intentional acts or omissions of the Contractor, its employees or its agents in providing its services to the awarding authority or its dependents pursuant to the agreement. Insurance coverage types and minimum amounts will be as follows:

- **Comprehensive General Liability Insurance**
The Contractor shall carry Commercial General Liability Insurance with an each occurrence limit of liability no less than One Million Dollars (\$1,000,000) and a general aggregate limit of liability no less than Two Million Dollars (\$2,000,000).
- **Automobile Liability and Property Damage Insurance**
The Contractor shall carry business Automobile Liability Insurance covering all owned vehicles with a combined single limit no less than One Million Dollars (\$1,000,000) to cover all damage caused by contracted employees of the awarded Contractor.
- **Workers' Compensation Insurance**
The Contractor shall carry Workers' Compensation Insurance as required by law.
- **Excess Liability**

The Contractor shall carry excess liability insurance of not less than One Million Dollars (\$1,000,000) covering over general liability, automobile, and worker's compensation insurance.

- **Pollution Liability Insurance**

The Contractor shall carry pollution liability insurance providing for a limit of not less than One Million Dollars (\$1,000,000), adding the awarding authority as an additional insured. The coverage must extend to first party liability, third party liability and include remediation expense, outside the limits of liability, of a minimum of One Million Dollars (\$1,000,000).

I. LICENSES AND PERMITS

The proposer is responsible for attaining and holding in good standing all relevant licenses and certificates associated with the completion of these services. The awarding authority is responsible for all necessary permits and will provide copies of all permits to the Contractor.

J. TOWN MONITORING AND INSPECTION

This project will be managed through the awarding authority. On a regular basis staff of the awarding authority may visit the site to inspect and monitor the contractor's operations. Awarding authority staff may board any vessel used by the contractor in performing their operations and shall have the authority to cease any and all contractor operations at any time.

SECTION 5. SCOPE OF WORK

A. MOBILIZATION AND STAGING AREA SET UP

The Contractor shall get all necessary equipment to the site and establish an appropriate staging area from which the Contractor shall operate. Chemicals and sensitive equipment must be stored securely whenever the Contractor is not on site. The awarding authority will assist in locating the staging area and providing secure storage. Any overnight or off-time security personnel will be the responsibility of the Contractor.

Access to the lake is limited for large boats and equipment. Two possible sites are known that could allow barge launching with limited adjustment (branch trimming, possible placements of mats). Aluminum chemical transfer may be possible from one of these sites (dead end roads leading to the pond i.e. James Road) or from the parking area serving the bike path off Pleasant Lake Avenue, or the bike path parking of Headwaters Drive.

B. ALUM TRANSFER AND SAFE HANDLING

The Contractor shall plan and schedule the timely delivery, storage and transfer of aluminum sulfate and sodium aluminate. All piping shall be appropriate to the materials being transferred, corrosion resistant, with proper joint seals, and free of observable defects. All storage tanks, pipes, hoses, couplings and connectors for aluminum compounds must meet corrosion resistance standards for those aluminum compounds.

The Contractor will have a spill prevention, control and contingency plan in place, a written copy of which will be accessible on site and will have adequate spill control materials to properly clean up after any spill.

C. ALUMINUM APPLICATION

The Contractor shall conduct the aluminum sulfate/sodium aluminate application utilizing an appropriate vessel with a subsurface injection system 2-3 meters below the surface that allows for controlled application and proper mixing of liquid aluminum sulfate and sodium aluminate at variable boat speeds. The barge position in the lake shall be managed by a global positioning system and depth monitoring

system that allows the operator to know where the vessel is and direct application within the target area and only in the target area.

The treatment vessel will be loaded with aluminum compounds at a designated location properly set up to address equipment issues, refueling, spills of fuel or aluminum compounds, and to minimize any environmental damage.

The Contractor shall apply the aluminum sulfate and sodium aluminate at a ratio that results in a pH between 6 and 8, with a preferred range of 6.5 to 7.7 and an average pH target of 7. It is assumed that a ratio of 2:1 (alum to aluminate by volume) will result in the desired conditions, but the Contractor will be responsible for ratio adjustment to maintain the pH within the range of 6-8 standard units. Chemicals must be simultaneously distributed by means of a dual manifold or other appropriate injection system. Injection will be 2-3 m below the water surface to facilitate an active mixing zone.

The Contractor will be responsible for application in a pattern that will lead to uniform distribution of aluminum floc on the bottom in the target area with minimum drift outside the target area. The application rate shall be such that the calculated concentration of aluminum in the active mixing zone (assumed to be >3.6 vertical meters unless otherwise documented by the Contractor) will not exceed 5 mg/L (corresponding to a dose of 18 g/m²). Target areas will be treated more than once to achieve the target dose and at least 12 hours must elapse between treatments of the same area.

The total dose to be applied will be 108 g/m² over the target area. The target area covers 90 acres or 36 hectares, representing all area of Hinckley Pond deeper than 3.6 meters or 12 feet (Figure 2).

While it is desirable that the treatment occur in the summer with a target time range of June-September due to the Massachusetts Division of Fisheries and Wildlife, we request the treatment to commence on or after Sept. 9th, 2019 and completed by September 30th, 2019. The Alum applications may only occur a water temperatures greater than 40 deg F.

RESPONSIVE MONITORING

Monitoring will be conducted by a separate contractor of the awarding authority, but the Contractor is responsible for meeting the above conditions and should plan for any monitoring needed to aid in the direction of treatment. Anticipated third party monitoring will include daily pH and alkalinity testing in the treatment zone and in reference areas outside the treatment zone, daily surface and subsurface inspection for floc formation and settling and any distress to visible aquatic organisms. Monthly water chemistry monitoring for features such as temperature, oxygen, phosphorus and nitrogen is conducted at Hinckley Pond. All data will be available to the Contractor as quickly as possible, with field measures available the same day as collected. The third party monitor will communicate immediately with the Contractor if any problems are indicated, including high or low pH, fish kills, or other negative impacts that may require cessation and/or modification of the treatment protocol.

At a minimum, the Contractor should be prepared to check alkalinity, pH, and temperature at 1 m intervals in the treatment zone the day before treatment begins, but those data may be supplied by the third party monitor as well.

MASS. DIVISION OF FISHERIES & WILDLIFE ORDER OF CONDITIONS

These conditions need to be met and can be found in Section 13.

D. DEMOBILIZATION AND SITE RESTORATION

The contractor will remove all equipment related to the aluminum treatment at the end of the treatment process. All disturbed areas will be restored to their former conditions or better, as appropriate and

feasible. The awarding authority will inspect the staging area and certify that the Contractor has properly vacated and restored that area.

E. REPORTING

The Contractor will maintain ongoing communication with the awarding authority and/or its field representative(s) and will advise all relevant parties on an ongoing basis as to application status, results, and all other conditions relevant to application. The Contractor shall keep daily records of the following:

- Hours of operation
- Quantities of aluminum sulfate and sodium aluminate applied
- Acreage of lake treated (daily and cumulative)
- Location (on map) of area treated each day
- Summary of chemical deliveries
- Explanation of any downtime, including weather conditions and equipment problems
- Any monitoring conducted by the Contractor

The Contractor shall also provide a completed coverage map at the end of the application, with any defined treatment sectors identified and the total quantities of aluminum sulfate and sodium aluminate applied to each. A concise summary report including all information relevant to the treatment is to be provided within 30 days of completion of the project.

SECTION 6. BIDDER QUALIFICATIONS

All proposers will be experienced in the application of aluminum to lakes. Short (1 paragraph to 1 page) write ups should be provided for 5 projects that demonstrate that experience, each with a contact person, email and phone number that the awarding authority can use to further evaluate performance on those projects.

A list of all personnel to be deployed on this project will be provided, with assignment and a paragraph of qualifications for each person to conduct the assigned work. No substitutions are allowed without the approval of the awarding authority.

DCAMM certification required.

SECTION 7. BIDDER SUBMITTAL REQUIREMENTS (REQUIRED BID FORMS)

The following pages in Section 5 must be filled out in their entirety by the Bidder and submitted with the bid. Additionally 5% bid deposit is required with your bid submittal in the form of a bid bond, bank or certified check.

Form for General Bid	Page	14
Certificate of Non-Collusion	Page	15
State Tax Certification Clause	Page	15
OSHA Certification	Page	16
Reference Sheet	Page	18

Note: 50% Payment Bond will be required from successful bidder.

Aluminum Treatment of Hinckley Pond

FORM FOR GENERAL BID

To: Town of Harwich, Awarding Authority

From: _____ Contractor

A. Base Bid: The undersigned proposes to furnish all labor, equipment and materials required for the Aluminum Treatment of Hinckley Pond, Town of Harwich, Massachusetts, in accordance with accompanying plans and specifications as specified herein for the lump sum price of:

_____ dollars (\$_____).

B. This bid includes addenda numbered _____.

C. The undersigned agrees that, if he is selected as general contractor, he will within five (5) days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a payment bond of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.

D. The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that he will comply fully with all laws and regulations applicable to awards made subject to section forty-four A of Chapter 149 of the Massachusetts General Laws.

E. The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

Date: _____

Name of Bidding Concern: _____

By: _____

(Signature)

(Print Name & Title of Person Signing Bid)

(Business Address)

(City and State)

Telephone _____

Fax _____

E-mail address: _____

TOWN OF HARWICH
CERTIFICATE OF NON-COLLUSION

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

FIRM _____

SIGNATURE _____

ADDRESS _____

NAME (print) _____

TITLE _____

TELEPHONE _____

DATE _____

STATE TAX CERTIFICATION CLAUSE

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all State Tax returns and paid all State Taxes under law.

* Signature of Individual or
Corporate Name (Mandatory)

By: _____
Corporate Officer
(Mandatory, if applicable)

**Social Security No. (Voluntary)
or Federal Identification
No.

Town of Harwich Procedures

OSHA Training Certification of contractors

As of July 1, 2006, the Town of Harwich will comply with the amended MGL chapter 30 section 39s "**Contracts for Construction: Requirements**" as follows.

The Town of Harwich in all bids and contracts that fall under the application of this law, as amended, will require bidders and/or contractors to comply with the requirements of certifying that they and their employees have complied with MGL chapter 30 section 39s. This law requires successful completion of a 10 hour OSHA safety training course prior to working on the Town's worksite or in the work subject to the bid or contract.

The Town will reject any bids that do not include proper certification submitted with the bids at the posted time for bid opening, however, the town may, at its sole discretion, allow up to two (2) working days for the contractor to submit the required certification. In those cases where contracts are offered without using the sealed bid process, the same certification will be due upon contract signing.

It is expected that the contractor, by signing the certification form provided with the bid is fully meeting the language of the law, as amended, and that they are accepting the responsibilities to comply with the law for the full term of the work.

The Town of Harwich will pay certified payrolls that are deemed complete. The statute indicates that with the first certified payroll submitted to the Town, documentation must be provided that each employee on the payroll documents submitted to the Town has successfully completed the OSHA training.

Any employee whose name does not appear on the first certified payroll must submit certification with the first payroll they do appear on. Failure to provide full documentation may result in a delay in payment to the vendor as the packet submitted for payment would be determined to be incomplete.

Any employee found on a worksite subject to this section without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal.

This certification requirement will go into effect for any bids received or contracts awarded after July 1, 2006 in accordance with MGL 30 39s as amended by Chapter 306 of the Acts of 2004.

CERTIFICATION

OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) TRAINING

In accordance with Massachusetts General Law 30: Section 39S, as amended by Chapter 306 of the Acts of 2004, effective 7/1/06, for all contracts for the construction, reconstruction, alteration, remodeling or repair of any public work or the construction, reconstruction, installation, demolition, maintenance or repair of any public building estimated to cost more than \$10,000. The Contractor hereby certifies to the following:

- A. (1) that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.
- B. Any employee found on a worksite subject to this section without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal.
- C. The attorney general, or his designee, shall have the power to enforce this section including the power to institute and prosecute proceedings in the superior court to restrain the award of contracts and the performance of contracts in all cases where, after investigation of the facts, he has made a finding that the award or performance has resulted in violation, directly or indirectly, of subsection (b), and he shall not be required to pay to the clerk of the court an entry fee in connection with the institution of the proceeding.

The undersigned hereby certifies under the penalties of perjury to the above:

Company: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

Telephone: _____ Fax: _____

REFERENCES

BIDDER NAME: _____

Bidders must provide a list of at least 5 references to which similar projects have been completed, along with a name of a contact person and phone numbers. (Municipalities desired, if applicable)

1. Town: _____ Project Date: _____

Contact: _____ Phone: _____

Project Value and Description: _____

2. Town: _____ Project Date: _____

Contact: _____ Phone: _____

Project Value and Description: _____

3. Town: _____ Project Date: _____

Contact: _____ Phone: _____

Project Value and Description: _____

4. Town: _____ Project Date: _____

Contact: _____ Phone: _____

Project Value and Description: _____

5. Town: _____ Project Date: _____

Contact: _____ Phone: _____

Project Value and Description: _____



SECTION 8 PREVAILING WAGE RATES

Prevailing wages apply to this project.

THE COMMONWEALTH OF MASSACHUSETTS

EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

CHARLES D. BAKER
Governor

As determined by the Director under the provisions of the

ROSALIN ACOSTA
Secretary

Massachusetts General Laws, Chapter 149, Sections 26 to 27H

KARYN E. POLITO
Lt. Governor

WILLIAM D MCKINNEY
Director

Awarding Authority: Town of Harwich - Town Administrator

Contract Number: City/Town: **HARWICH**

Description of Work: Contract for all materials, equipment and labor to provide aluminum treatment at Hinckley Pond, Harwich MA per IFB.

Job Location: Hinckley Pond, Harwich, MA

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule from the Department of Labor Standards ("DLS") if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- All apprentices working on the project are required to be registered with the Massachusetts Department of Labor Standards, Division of Apprentice Standards (DLS/DAS). Apprentice must keep his/her apprentice identification card on his/her person during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **Any apprentice not registered with DLS/DAS regardless of whether or not they are registered with any other federal, state, local, or private agency must be paid the journeyworker's rate for the trade.**
- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit

procurement of construction services. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F "rental of equipment" contracts.

- Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee's name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to **DLS**. A sample of a payroll reporting form may be obtained at <http://www.mass.gov/dols/pw>.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
- Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and

Classification	Effective Date	Base Wage	Health	Pension	Supplemental		Total Rate
					Unemployment		
Construction (2 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2018	\$33.25	\$11.91	\$12.70	\$0.00		\$57.86
	06/01/2019	\$34.25	\$11.91	\$12.70	\$0.00		\$58.86
	08/01/2019	\$34.25		\$12.41	\$12.70	\$59.36	\$0.00
	12/01/2019	\$34.25	\$12.41	\$13.72	\$0.00		\$60.38
	06/01/2020	\$35.15	\$12.41	\$13.72	\$0.00		\$61.28
	08/01/2020	\$35.15	\$12.91	\$13.72	\$0.00		\$61.78
	12/01/2020	\$35.15	\$12.91	\$14.82	\$0.00		\$62.88
	06/01/2021	\$35.95	\$12.91	\$14.82	\$0.00		\$63.68
	08/01/2021	\$35.95	\$13.41	\$14.82	\$0.00		\$64.18
	12/01/2021	\$35.95	\$13.41	\$16.01	\$0.00		\$65.37
(3 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2018	\$33.32	\$11.91	\$12.70	\$0.00		\$57.93
	06/01/2019	\$34.32	\$11.91	\$12.70	\$0.00		\$58.93
	08/01/2019	\$34.32		\$12.41	\$12.70	\$59.43	\$0.00
	12/01/2019	\$34.32	\$12.41	\$13.72	\$0.00		\$60.45
	06/01/2020	\$35.22		\$12.41	\$13.72	\$61.35	\$0.00
	08/01/2020	\$35.22	\$12.91	\$13.72	\$0.00		\$61.85
	12/01/2020	\$35.22	\$12.91	\$14.82	\$0.00	\$62.95	\$0.00
	06/01/2021	\$36.02		\$12.91	\$14.82	\$63.75	\$0.00
	08/01/2021	\$36.02		\$13.41	\$14.82	\$64.25	\$0.00
	12/01/2021	\$36.02	\$13.41	\$16.01	\$0.00		\$65.44
(4 & 5 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2018	\$33.44	\$11.91	\$12.70	\$0.00		\$58.05
	06/01/2019	\$34.44	\$11.91	\$12.70	\$0.00		\$59.05
	08/01/2019	\$34.44		\$12.41	\$12.70	\$59.55	\$0.00
	12/01/2019	\$34.44	\$12.41	\$13.72	\$0.00		\$60.57
	06/01/2020	\$35.34		\$12.41	\$13.72	\$61.47	\$0.00

	08/01/2020	\$35.34	\$12.91	\$13.72	\$0.00	\$61.97
	12/01/2020	\$35.34		\$12.91	\$14.82 \$63.07	\$0.00
	06/01/2021	\$36.14	\$12.91	\$14.82	\$0.00	\$63.87
	08/01/2021	\$36.14	\$13.41	\$14.82	\$0.00	\$64.37
	12/01/2021	\$36.14	\$13.41	\$16.01	\$0.00	\$65.56
ADS/SUBMERSIBLE PILOT	08/01/2018	\$97.80	\$9.90	\$21.15	\$0.00	\$128.85
PILE DRIVER LOCAL 56 (ZONE 2)	08/01/2019	\$102.78	\$9.90	\$21.15	\$0.00	\$133.83
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR	12/01/2018	\$34.27	\$7.85	\$14.44	\$0.00	\$56.56
LABORERS - ZONE 2						
	06/01/2019	\$35.14	\$7.85	\$14.44	\$0.00	\$57.43
	12/01/2019	\$36.00	\$7.85	\$14.44	\$0.00	\$58.29
	06/01/2020	\$36.89	\$7.85	\$14.44	\$0.00	\$59.18
	12/01/2020	\$37.78	\$7.85	\$14.44	\$0.00	\$60.07
	06/01/2021	\$38.70	\$7.85	\$14.44	\$0.00	\$60.99
	12/01/2021	\$39.61	\$7.85	\$14.44	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental		Total Rate	
					Unemployment			
ASBESTOS REMOVER - PIPE / MECH. EQUIPT.	12/01/2018	\$37.90	\$11.50	\$7.10	\$0.00		\$56.50	
<i>HEAT & FROST INSULATORS LOCAL 6 (BOSTON)</i>								
	06/01/2019	\$38.90	\$11.50	\$7.10			\$57.50	
	\$0.00 12/01/2019	\$39.90	\$11.50				\$58.50	
	\$7.10 \$0.00 06/01/2020	\$40.90					\$59.50	
							\$60.50	
ASPHALT RAKER	12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00		\$56.06	
<i>LABORERS - ZONE 2</i>								
	06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00		\$56.93	
<hr/>								
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE	12/01/2019				\$35.50		\$7.85	
	06/01/2020				\$36.39		\$7.85	
	12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00		\$59.57	
	06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00		\$60.49	
	12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00		\$61.40	
For apprentice rates see "Apprentice- LABORER"								
				12/01/2018	\$47.58	\$11.50	\$15.60	\$0.00
					\$74.68			
				06/01/2019	\$48.68	\$11.50	\$15.60	\$0.00
					\$75.78			
				12/01/2019	\$49.83	\$11.50	\$15.60	\$0.00
					\$76.93			
				06/01/2020	\$50.93	\$11.50	\$15.60	\$0.00
					\$78.03			
				12/01/2020	\$52.08	\$11.50	\$15.60	\$0.00
					\$79.18			
				06/01/2021	\$53.18	\$11.50	\$15.60	\$0.00
					\$80.28			
				12/01/2021	\$54.33	\$11.50	\$15.60	\$0.00
					\$81.43			
For apprentice rates see "Apprentice- OPERATING ENGINEERS"								
BACKHOE/FRONT-END LOADER	12/01/2018	\$47.58	\$11.50	\$15.60	\$0.00		\$74.68	
<i>OPERATING ENGINEERS LOCAL 4</i>								
				06/01/2019	\$48.68	\$11.50	\$15.60	\$0.00
					\$75.78			
				12/01/2019	\$49.83	\$11.50	\$15.60	\$0.00
					\$76.93			
				06/01/2020	\$50.93	\$11.50	\$15.60	\$0.00
					\$78.03			
				12/01/2020	\$52.08	\$11.50	\$15.60	\$0.00
					\$79.18			

06/01/2021 \$53.18 \$11.50 \$15.60 \$0.00
\$80.28

12/01/2021 \$54.33 \$11.50 \$15.60 \$0.00
\$81.43

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

BARCO-TYPE JUMPING TAMPER

12/01/2018 \$33.77 \$7.85 \$14.44 \$0.00 \$56.06

LABORERS - ZONE 2

06/01/2019 \$34.64 \$7.85 \$14.44 \$0.00 \$56.93

12/01/2019 \$35.50 \$7.85 \$14.44 \$0.00 \$57.79

06/01/2020 \$36.39 \$7.85 \$14.44 \$0.00 \$58.68

12/01/2020 \$37.28 \$7.85 \$14.44 \$0.00 \$59.57

06/01/2021 \$38.20 \$7.85 \$14.44 \$0.00 \$60.49

12/01/2021 \$39.11 \$7.85 \$14.44 \$0.00 \$61.40

For apprentice rates see "Apprentice- LABORER"

BLOCK PAVER, RAMMER / CURB SETTER

12/01/2018 \$34.27 \$7.85 \$14.44 \$0.00 \$56.56

LABORERS - ZONE 2

06/01/2019 \$35.14 \$7.85 \$14.44 \$0.00 \$57.43

12/01/2019 \$36.00 \$7.85 \$14.44 \$0.00 \$58.29

06/01/2020 \$36.89 \$7.85 \$14.44 \$0.00 \$59.18

12/01/2020 \$37.78 \$7.85 \$14.44 \$0.00 \$60.07

06/01/2021 \$38.70 \$7.85 \$14.44 \$0.00 \$60.99

12/01/2021 \$39.61 \$7.85 \$14.44 \$0.00 \$61.90

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental		Total Rate
					Unemployment		
BOILER MAKER	01/01/2019	\$44.71	\$7.07	\$17.72	\$0.00		\$69.50
<i>BOILERMAKERS LOCAL 29</i>	01/01/2020	\$46.10	\$7.07	\$17.98	\$0.00		\$71.15

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2019		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Step	percent					
1	65	\$29.06	\$7.07	\$11.52	\$0.00	\$47.65
2	65	\$29.06	\$7.07	\$11.52	\$0.00	\$47.65
3	70	\$31.30	\$7.07	\$12.40	\$0.00	\$50.77
4	75	\$33.53	\$7.07	\$13.30	\$0.00	\$53.90
5	80	\$35.77	\$7.07	\$14.18	\$0.00	\$57.02
6	85	\$38.00	\$7.07	\$15.07	\$0.00	\$60.14
7	90	\$40.24	\$7.07	\$15.95	\$0.00	\$63.26
8	95	\$42.47	\$7.07	\$16.84	\$0.00	\$66.38

Effective Date - 01/01/2020		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Step	percent					
1	65	\$29.97	\$7.07	\$11.69	\$0.00	\$48.73
2	65	\$29.97	\$7.07	\$11.69	\$0.00	\$48.73
3	70	\$32.27	\$7.07	\$12.59	\$0.00	\$51.93
4	75	\$34.58	\$7.07	\$13.49	\$0.00	\$55.14

Notes:

5	80	\$36.88	\$7.07	\$14.38	\$0.00	\$58.33
6	85	\$39.19	\$7.07	\$15.29	\$0.00	\$61.55
7	90	\$41.49	\$7.07	\$16.18	\$0.00	\$64.74
8	95	\$43.80	\$7.07	\$17.09	\$0.00	\$67.96

Apprentice to Journeyworker Ratio:1:4

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	02/01/2019	\$53.55	\$10.75	\$20.66	\$0.00	\$84.96
<i>BRICKLAYERS LOCAL 3 (NEW BEDFORD)</i>	08/01/2019	\$54.90	\$10.75	\$20.80	\$0.00	\$86.45
	02/01/2020	\$55.54	\$10.75	\$20.80	\$0.00	\$87.09
	08/01/2020	\$56.89	\$10.75	\$20.95	\$0.00	\$88.59
	02/01/2021	\$57.53	\$10.75	\$20.95	\$0.00	\$89.23
	08/01/2021	\$58.93	\$10.75	\$21.11	\$0.00	\$90.79
	02/01/2022	\$59.52	\$10.75	\$21.11	\$0.00	\$91.38

Classification	Effective Date	Base Wage	Health	Pension	Supplemental		Total Rate
					Unemployment		

Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 New Bedford

Effective Date - 02/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.78	\$10.75	\$20.66	\$0.00	\$58.19
2	60	\$32.13	\$10.75	\$20.66	\$0.00	\$63.54
3	70	\$37.49	\$10.75	\$20.66	\$0.00	\$68.90
4	80	\$42.84	\$10.75	\$20.66	\$0.00	\$74.25
5	90	\$48.20	\$10.75	\$20.66	\$0.00	\$79.61

Effective Date - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.45	\$10.75	\$20.80	\$0.00	\$59.00
2	60	\$32.94	\$10.75	\$20.80	\$0.00	\$64.49

Notes:

3	70	\$38.43	\$10.75	\$20.80	\$0.00	\$69.98
4	80	\$43.92	\$10.75	\$20.80	\$0.00	\$75.47
5	90	\$49.41	\$10.75	\$20.80	\$0.00	\$80.96

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER	12/01/2018	\$47.10	\$11.50	\$15.60	\$0.00	\$74.20
OPERATING ENGINEERS LOCAL 4	06/01/2019	\$48.19	\$11.50	\$15.60	\$0.00	\$75.29
	12/01/2019	\$49.33	\$11.50	\$15.60	\$0.00	\$76.43
	06/01/2020	\$50.41	\$11.50	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.55	\$11.50	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.64	\$11.50	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.78	\$11.50	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CAISSON & UNDERPINNING BOTTOM MAN	12/01/2018	\$39.75	\$7.85	\$15.55	\$0.00	\$63.15
LABORERS - FOUNDATION AND MARINE	06/01/2019	\$40.75	\$7.85	\$15.55	\$0.00	\$64.15

12/01/2019	\$41.75	\$7.85	\$15.55	\$0.00	\$65.15
06/01/2020	\$42.74	\$7.85	\$15.55	\$0.00	\$66.14
12/01/2020	\$43.72	\$7.85	\$15.55	\$0.00	\$67.12
06/01/2021	\$44.74	\$7.85	\$15.55	\$0.00	\$68.14
12/01/2021	\$45.75	\$7.85	\$15.55	\$0.00	\$69.15

For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING LABORER

12/01/2018	\$38.60	\$7.85	\$15.55	\$0.00	\$62.00
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LABORERS - FOUNDATION AND MARINE

06/01/2019	\$39.60	\$7.85	\$15.55	\$0.00	\$63.00
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12/01/2019	\$40.60	\$7.85	\$15.55	\$0.00	\$64.00
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06/01/2020	\$41.59	\$7.85	\$15.55	\$0.00	\$64.99
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12/01/2020	\$42.57	\$7.85	\$15.55	\$0.00	\$65.97
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06/01/2021	\$43.59	\$7.85	\$15.55	\$0.00	\$66.99
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For apprentice rates see "Apprentice- LABORER"

12/01/2021	\$44.60	\$7.85	\$15.55	\$0.00	\$68.00
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Classification	Effective Date	Base Wage	Health	Pension	Supplemental		Total Rate
					Unemployment		
CAISSON & UNDERPINNING TOP MAN	12/01/2018	\$38.60	\$7.85	\$15.55	\$0.00		\$62.00
<i>LABORERS - FOUNDATION AND MARINE</i>							
	06/01/2019	\$39.60	\$7.85	\$15.55	\$0.00		\$63.00
	12/01/2019	\$40.60	\$7.85	\$15.55	\$0.00		\$64.00
	06/01/2020	\$41.59	\$7.85	\$15.55	\$0.00		\$64.99
	12/01/2020	\$42.57	\$7.85	\$15.55	\$0.00		\$65.97
	06/01/2021	\$43.59	\$7.85	\$15.55	\$0.00		\$66.99
	12/01/2021	\$44.60	\$7.85	\$15.55	\$0.00		\$68.00

For apprentice rates see "Apprentice- LABORER"

CARBIDE CORE DRILL OPERATOR	12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00		\$56.06
<i>LABORERS - ZONE 2</i>							
	06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00		\$56.93
	12/01/2019	\$35.50	\$7.85	\$14.44	\$0.00		\$57.79
	06/01/2020	\$36.39	\$7.85	\$14.44	\$0.00		\$58.68
	12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00		\$59.57
	06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00		\$60.49
	12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00		\$61.40

For apprentice rates see "Apprentice- LABORER"

CARPENTER	09/01/2018	\$41.32	\$9.90	\$17.50	\$0.00		\$68.72
<i>CARPENTERS - ZONE 2 (Eastern Massachusetts)</i>	03/01/2019	\$42.35	\$9.90	\$17.50	\$0.00		\$69.75

Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 09/01/2018

Step	Percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.66	\$9.90	\$1.73	\$0.00	\$32.29
2	60	\$24.79	\$9.90	\$1.73	\$0.00	\$36.42
3	70	\$28.92	\$9.90	\$12.31	\$0.00	\$51.13
4	75	\$30.99	\$9.90	\$12.31	\$0.00	\$53.20
5	80	\$33.06	\$9.90	\$14.04	\$0.00	\$57.00
6	80	\$33.06	\$9.90	\$14.04	\$0.00	\$57.00
7	90	\$37.19	\$9.90	\$15.77	\$0.00	\$62.86
8	90	\$37.19	\$9.90	\$15.77	\$0.00	\$62.86

Notes

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80

Apprentice to Journeyworker Ratio:1:5

30

Effective Date - 03/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.18	\$9.90	\$1.73	\$0.00	\$32.81
2	60	\$25.41	\$9.90	\$1.73	\$0.00	\$37.04
3	70	\$29.65	\$9.90	\$12.31	\$0.00	\$51.86
4	75	\$31.76	\$9.90	\$12.31	\$0.00	\$53.97
5	80	\$33.88	\$9.90	\$14.04	\$0.00	\$57.82
6	80	\$33.88	\$9.90	\$14.04	\$0.00	\$57.82
7	90	\$38.12	\$9.90	\$15.77	\$0.00	\$63.79
8	90	\$38.12	\$9.90	\$15.77	\$0.00	\$63.79

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CARPENTER WOOD FRAME CARPENTERS -ZONE 2 (Wood Frame)	10/01/2018	\$27.09	\$7.07	\$7.86	\$0.00	\$42.02
	04/01/2019	\$27.52	\$7.07	\$7.86	\$0.00	\$42.45
	10/01/2019	\$27.95	\$7.07	\$7.86	\$0.00	\$42.88

All Aspects of New Wood Frame Work

Apprentice - CARPENTER (Wood Frame) - Zone 2

Effective Date - 10/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$16.25	\$7.07	\$0.00	\$0.00	\$23.32
2	60	\$16.25	\$7.07	\$0.00	\$0.00	\$23.32
3	65	\$17.61	\$7.07	\$7.86	\$0.00	\$32.54
4	70	\$18.96	\$7.07	\$7.86	\$0.00	\$33.89
5	75	\$20.32	\$7.07	\$7.86	\$0.00	\$35.25
6	80	\$21.67	\$7.07	\$7.86	\$0.00	\$36.60
7	85	\$23.03	\$7.07	\$7.86	\$0.00	\$37.96
8	90	\$24.38	\$7.07	\$7.86	\$0.00	\$39.31

Effective Date - 04/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$16.51	\$7.07	\$0.00	\$0.00	\$23.58
2	60	\$16.51	\$7.07	\$0.00	\$0.00	\$23.58
3	65	\$17.89	\$7.07	\$7.86	\$0.00	\$32.82
4	70	\$19.26	\$7.07	\$7.86	\$0.00	\$34.19
5	75	\$20.64	\$7.07	\$7.86	\$0.00	\$35.57

Notes:

% Indentured After 10/1/17;
45/45/55/55/70/70/80/80

6	80	\$22.02	\$7.07	\$7.86	\$0.00	\$36.95
7	85	\$23.39	\$7.07	\$7.86	\$0.00	\$38.32
8	90	\$24.77	\$7.07	\$7.86	\$0.00	\$39.70

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING BRICKLAYERS LOCAL 3 (NEW BEDFORD)	01/01/2019	\$47.50	\$12.50	\$22.41	\$0.30	\$82.71
	07/01/2019	\$48.24	\$12.50	\$22.41	\$0.30	\$83.45
	01/01/2020	\$49.64	\$12.50	\$22.41	\$0.30	\$84.85

Classification	Effective Date	Base Wage	Health	Pension	Supplemental		Total Rate
					Unemployment		

Apprentice - CEMENT MASONRY/PLASTERING - Eastern Mass (New Bedford)

Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.75	\$12.50	\$15.41	\$0.00	\$51.66
2	60	\$28.50	\$12.50	\$17.41	\$0.30	\$58.71
3	65	\$30.88	\$12.50	\$18.41	\$0.30	\$62.09
4	70	\$33.25	\$12.50	\$19.41	\$0.30	\$65.46
5	75	\$35.63	\$12.50	\$20.41	\$0.30	\$68.84
6	80	\$38.00	\$12.50	\$21.41	\$0.30	\$72.21
7	90	\$42.75	\$12.50	\$22.41	\$0.30	\$77.96

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.12	\$12.50	\$15.41	\$0.00	\$52.03
2	60	\$28.94	\$12.50	\$17.41	\$0.30	\$59.15
3	65	\$31.36	\$12.50	\$18.41	\$0.30	\$62.57
4	70	\$33.77	\$12.50	\$19.41	\$0.30	\$65.98

Notes:

Steps 3,4 are 500 hrs. All other steps are 1,000 hrs.

5	75	\$36.18	\$12.50	\$20.41	\$0.30	\$69.39
6	80	\$38.59	\$12.50	\$21.41	\$0.30	\$72.80
7	90	\$43.42	\$12.50	\$22.41	\$0.30	\$78.63

Apprentice to Journeyworker Ratio:1:3

CHAIN SAW OPERATOR	12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00	\$56.06
LABORERS - ZONE 2	06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00	\$56.93
	12/01/2019	\$35.50	\$7.85	\$14.44	\$0.00	\$57.79
	06/01/2020	\$36.39	\$7.85	\$14.44	\$0.00	\$58.68
	12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00	\$59.57
	06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00	\$60.49
	12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES

OPERATING ENGINEERS LOCAL 4

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

12/01/2018	\$48.58	\$11.50	\$15.60	\$0.00
	\$75.68			
06/01/2019	\$49.68	\$11.50	\$15.60	\$0.00
	\$76.78			
12/01/2019	\$50.83	\$11.50	\$15.60	\$0.00
	\$77.93			
06/01/2020	\$51.93	\$11.50	\$15.60	\$0.00
	\$79.03			
12/01/2020	\$53.08	\$11.50	\$15.60	\$0.00
	\$80.18			
06/01/2021	\$54.18	\$11.50	\$15.60	\$0.00
	\$81.28			
12/01/2021	\$55.33	\$11.50	\$15.60	\$0.00
	\$82.43			

Classification	Effective Date	Base Wage	Health	Pension	Supplemental		Total Rate
					Unemployment		
COMPRESSOR OPERATOR	12/01/2018	\$32.03	\$11.50	\$15.60	\$0.00		\$59.13

OPERATING ENGINEERS LOCAL 4

06/01/2019	\$32.78	\$11.50	\$15.60	\$0.00		\$59.88
12/01/2019	\$33.57	\$11.50	\$15.60	\$0.00		\$60.67
06/01/2020	\$34.32	\$11.50	\$15.60	\$0.00		\$61.42
12/01/2020	\$35.10	\$11.50	\$15.60	\$0.00		\$62.20
06/01/2021	\$35.85	\$11.50	\$15.60	\$0.00		\$62.95
12/01/2021	\$36.64	\$11.50	\$15.60	\$0.00		\$63.74

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

DELEADER (BRIDGE)	01/01/2019	\$50.36	\$8.15	\$20.85	\$0.00		\$79.36
	07/01/2019	\$51.46	\$8.15	\$20.85	\$0.00		\$80.46
	01/01/2020	\$52.56	\$8.15	\$20.85	\$0.00		\$81.56
	07/01/2020	\$53.66	\$8.15	\$20.85	\$0.00		\$82.66
	01/01/2021	\$54.76	\$8.15	\$20.85	\$0.00		\$83.76

PAINTERS LOCAL 35 - ZONE 2

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2019		Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.18	\$8.15	\$0.00	\$33.33
2	55	\$27.70	\$8.15	\$5.64	\$41.49
3	60	\$30.22	\$8.15	\$6.15	\$44.52
4	65	\$32.73	\$8.15	\$6.66	\$47.54
5	70	\$35.25	\$8.15	\$17.78	\$61.18
6	75	\$37.77	\$8.15	\$18.29	\$64.21
7	80	\$40.29	\$8.15	\$18.80	\$67.24
8	90	\$45.32	\$8.15	\$19.83	\$73.30

Effective Date - 07/01/2019		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.73	\$8.15	\$0.00	\$0.00	\$33.88
2	55	\$28.30	\$8.15	\$5.64	\$0.00	\$42.09
3	60	\$30.88	\$8.15	\$6.15	\$0.00	\$45.18

4	65	\$33.45	\$8.15	\$6.66	\$0.00	\$48.26
5	70	\$36.02	\$8.15	\$17.78	\$0.00	\$61.95
6	75	\$38.60	\$8.15	\$18.29	\$0.00	\$65.04
7	80	\$41.17	\$8.15	\$18.80	\$0.00	\$68.12
8	90	\$46.31	\$8.15	\$19.83	\$0.00	\$74.29

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN
LABORERS - ZONE 2

12/01/2018	\$38.80	\$7.85	\$15.35	\$0.00	\$62.00
06/01/2019	\$39.80	\$7.85	\$15.35	\$0.00	\$63.00
12/01/2019	\$40.80	\$7.85	\$15.35	\$0.00	\$64.00

For apprentice rates see "Apprentice- LABORER"

Notes:

Steps are 750 hrs.

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: BACKHOE/LOADER/HAMMER OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2018	\$39.80	\$7.85	\$15.35	\$0.00	\$63.00
	06/01/2019	\$40.80	\$7.85	\$15.35	\$0.00	\$64.00
	12/01/2019	\$41.80	\$7.85	\$15.35	\$0.00	\$65.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: BURNERS <i>LABORERS - ZONE 2</i>	12/01/2018	\$39.55	\$7.85	\$15.35	\$0.00	\$62.75
	06/01/2019	\$40.55	\$7.85	\$15.35	\$0.00	\$63.75
	12/01/2019	\$41.55	\$7.85	\$15.35	\$0.00	\$64.75
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER <i>LABORERS - ZONE 2</i>	12/01/2018	\$39.80	\$7.85	\$15.35	\$0.00	\$63.00
	06/01/2019	\$40.80	\$7.85	\$15.35	\$0.00	\$64.00
	12/01/2019	\$41.80	\$7.85	\$15.35	\$0.00	\$65.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2018	\$39.55	\$7.85	\$15.35	\$0.00	\$62.75
	06/01/2019	\$40.55	\$7.85	\$15.35	\$0.00	\$63.75
	12/01/2019	\$41.55	\$7.85	\$15.35	\$0.00	\$64.75
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER <i>LABORERS - ZONE 2</i>	12/01/2018	\$38.80	\$7.85	\$15.35	\$0.00	\$62.00
	06/01/2019	\$39.80	\$7.85	\$15.35	\$0.00	\$63.00
	12/01/2019	\$40.80	\$7.85	\$15.35	\$0.00	\$64.00
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2018	\$47.10	\$11.50	\$15.60	\$0.00	\$74.20
	06/01/2019	\$48.19	\$11.50	\$15.60	\$0.00	\$75.29
	12/01/2019	\$49.33	\$11.50	\$15.60	\$0.00	\$76.43
	06/01/2020	\$50.41	\$11.50	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.55	\$11.50	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.64	\$11.50	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.78	\$11.50	\$15.60	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2018	\$65.20	\$9.90	\$21.15	\$0.00	\$96.25
	08/01/2019	\$68.52	\$9.90	\$21.15	\$0.00	\$99.57
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2018	\$46.57	\$9.90	\$21.15	\$0.00	\$77.62
	08/01/2019	\$48.94	\$9.90	\$21.15	\$0.00	\$79.99
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2018	\$69.86	\$9.90	\$21.15	\$0.00	\$100.91
	08/01/2019	\$73.41	\$9.90	\$21.15	\$0.00	\$104.46
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2018	\$97.80	\$9.90	\$21.15	\$0.00	\$128.85
	08/01/2019	\$102.78	\$9.90	\$21.15	\$0.00	\$133.83
For apprentice rates see "Apprentice- PILE DRIVER"						
ELECTRICIAN <i>ELECTRICIANS LOCAL 223</i>	09/01/2018	\$41.03	\$9.65	\$12.74	\$0.00	\$63.42
	03/01/2019	\$41.64	\$9.90	\$13.15	\$0.00	\$64.69
	09/01/2019	\$42.26	\$10.15	\$13.54	\$0.00	\$65.95
	03/01/2020	\$42.87	\$10.40	\$13.94	\$0.00	\$67.21

Classification	Effective Date	Base Wage	Health	Pension	Supplemental	Total Rate
					Unemployment	

Apprentice - ELECTRICIAN - Local 223

Effective Date - 09/01/2018		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$16.41	\$9.65	\$0.49	\$0.00	\$26.55
2	42	\$17.23	\$9.65	\$0.52	\$0.00	\$27.40
3	45	\$18.46	\$9.65	\$0.58	\$0.00	\$28.69
4	48	\$19.69	\$9.65	\$4.35	\$0.00	\$33.69
5	50	\$20.52	\$9.65	\$4.45	\$0.00	\$34.62
6	55	\$22.57	\$9.65	\$4.75	\$0.00	\$36.97
7	60	\$24.62	\$9.65	\$5.04	\$0.00	\$39.31
8	65	\$26.67	\$9.65	\$5.34	\$0.00	\$41.66
9	70	\$28.72	\$9.65	\$5.63	\$0.00	\$44.00
10	75	\$30.77	\$9.65	\$5.87	\$0.00	\$46.29

Effective Date - 03/01/2019		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Step	percent					
1	40	\$16.66	\$9.90	\$0.50	\$0.00	\$27.06
2	42	\$17.49	\$9.90	\$0.52	\$0.00	\$27.91
3	45	\$18.74	\$9.90	\$0.58	\$0.00	\$29.22
4	48	\$19.99	\$9.90	\$4.64	\$0.00	\$34.53
5	50	\$20.82	\$9.90	\$4.68	\$0.00	\$35.40
6	55	\$22.90	\$9.90	\$5.04	\$0.00	\$37.84
7	60	\$24.98	\$9.90	\$5.34	\$0.00	\$40.22

Notes:

Steps are 750 hours

8	65	\$27.07	\$9.90	\$5.64	\$0.00	\$42.61
9	70	\$29.15	\$9.90	\$5.93	\$0.00	\$44.98
10	75	\$31.23	\$9.90	\$6.18	\$0.00	\$47.31

Apprentice to Journeyworker Ratio:2:3***

ELEVATOR CONSTRUCTOR	01/01/2019	\$59.47	\$15.58	\$17.51	\$0.00	\$92.56
ELEVATOR CONSTRUCTORS LOCAL 4	01/01/2020	\$61.42	\$15.73	\$18.41	\$0.00	\$95.56
	01/01/2021	\$63.47	\$15.88	\$19.31	\$0.00	\$98.66
	01/01/2022	\$65.62	\$16.03	\$20.21	\$0.00	\$101.86

Classification	Effective Date	Base Wage	Health	Pension	Supplemental		Total Rate
					Unemployment		

Apprentice - ELEVATOR CONSTRUCTOR - Local 4

Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$29.74	\$15.58	\$0.00	\$0.00	\$45.32
2	55	\$32.71	\$15.58	\$17.51	\$0.00	\$65.80
3	65	\$38.66	\$15.58	\$17.51	\$0.00	\$71.75
4	70	\$41.63	\$15.58	\$17.51	\$0.00	\$74.72
5	80	\$47.58	\$15.58	\$17.51	\$0.00	\$80.67

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$30.71	\$15.73	\$0.00	\$0.00	\$46.44
2	55	\$33.78	\$15.73	\$18.41	\$0.00	\$67.92

Notes:

Steps 1-2 are 6 mos.; Steps 3-5 are 1 year

3	65	\$39.92	\$15.73	\$18.41	\$0.00	\$74.06
4	70	\$42.99	\$15.73	\$18.41	\$0.00	\$77.13
5	80	\$49.14	\$15.73	\$18.41	\$0.00	\$83.28

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER	01/01/2019	\$41.63	\$15.58	\$17.51	\$0.00	\$74.72
<i>ELEVATOR CONSTRUCTORS LOCAL 4</i>						
	01/01/2020	\$42.99	\$15.73	\$18.41	\$0.00	\$77.13
	01/01/2021	\$44.43	\$15.88	\$19.31	\$0.00	\$79.62
	01/01/2022	\$45.93	\$16.03	\$20.21	\$0.00	\$82.17
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"						
FENCE & GUARD RAIL ERECTOR	12/01/2018	\$33.77	\$7.85	\$14.44	\$0.00	\$56.06
<i>LABORERS - ZONE 2</i>						
	06/01/2019	\$34.64	\$7.85	\$14.44	\$0.00	\$56.93
	12/01/2019	\$35.50	\$7.85	\$14.44	\$0.00	\$57.79
	06/01/2020	\$36.39	\$7.85	\$14.44	\$0.00	\$58.68
	12/01/2020	\$37.28	\$7.85	\$14.44	\$0.00	\$59.57
	06/01/2021	\$38.20	\$7.85	\$14.44	\$0.00	\$60.49
	12/01/2021	\$39.11	\$7.85	\$14.44	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

11/01/2018	\$43.19	\$11.00	\$15.50	\$0.00	\$69.69
					05/01/2019 \$44.33 \$11.00 \$15.50 \$0.00 \$70.83
11/01/2019	\$45.33	\$11.00	\$15.50	\$0.00	\$71.83
					05/01/2020 \$46.48 \$11.00 \$15.50 \$0.00 \$72.98
					11/01/2020 \$47.48 \$11.00 \$15.50 \$0.00 \$73.98
					05/01/2021 \$48.68 \$11.00 \$15.50 \$0.00 \$75.18
11/01/2021	\$49.63	\$11.00	\$15.50	\$0.00	\$76.13
					05/01/2022 \$50.78 \$11.00 \$15.50 \$0.00 \$77.28

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY

FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY

Supplemental

Classification

Effective Date	Base Wage	Health	Pension	Unemployment	Total Rate
11/01/2018	\$44.67	\$11.00	\$15.50	\$0.00	\$71.17
05/01/2019	\$45.82		\$11.00	\$15.50 \$72.32	\$0.00
11/01/2019	\$46.83	\$11.00	\$15.50	\$0.00	\$73.33
05/01/2020	\$47.98		\$11.00	\$15.50	\$0.00

FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY

				\$74.48	
11/01/2020	\$48.99	\$11.00	\$15.50	\$0.00 \$75.49	\$50.22
05/01/2021	\$50.15	\$11.00	\$15.50	\$0.00 \$76.65	\$50.22
11/01/2021	\$51.16	\$11.00	\$15.50	\$0.00	\$52.16
05/01/2022	\$52.32	\$11.00	\$15.50	\$0.00 \$78.82	\$52.76

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

11/01/2018	\$22.45		\$11.00	\$15.50 \$48.95	\$0.00
05/01/2019	\$23.13		\$11.00	\$15.50 \$49.63	\$0.00
11/01/2019	\$23.72	\$11.00	\$15.50	\$0.00	
05/01/2020	\$24.39	\$11.00	\$15.50	\$0.00	
11/01/2020	\$24.98	\$11.00	\$15.50	\$0.00	\$51.48
05/01/2021	\$25.66	\$11.00	\$15.50	\$0.00	
11/01/2021	\$26.26	\$11.00	\$15.50	\$0.00	
05/01/2022	\$26.93	\$11.00	\$15.50	\$0.00	\$53.43

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

FIRE ALARM INSTALLER

ELECTRICIANS LOCAL 223

09/01/2018	\$41.03	\$9.65	\$12.74	\$0.00	\$63.42
03/01/2019	\$41.64	\$9.90	\$13.15	\$0.00	\$64.69
09/01/2019	\$42.26	\$10.15	\$13.54	\$0.00	\$65.95
03/01/2020	\$42.87	\$10.40	\$13.94	\$0.00	\$67.21

For apprentice rates see "Apprentice- ELECTRICIAN"

FIRE ALARM REPAIR / MAINTENANCE

LOCAL 223

/ COMMISSIONINGELECTRICIANS

09/01/2018	\$34.76	\$9.65	\$10.81	\$0.00	\$55.22
03/01/2019	\$35.25	\$9.90	\$11.14	\$0.00	\$56.29
09/01/2019	\$35.78	\$10.15	\$11.45	\$0.00	\$57.38
03/01/2020	\$36.27	\$10.40	\$11.78	\$0.00	\$58.45

For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"

FIREMAN (ASST. ENGINEER)

12/01/2018 \$39.13 \$11.50 \$15.60 \$0.00 \$66.23

OPERATING ENGINEERS LOCAL 4

06/01/2019 \$40.04 \$11.50 \$15.60 \$0.00
\$67.14

12/01/2019 \$40.99 \$11.50 \$15.60 \$0.00
\$68.09

06/01/2020 \$41.90 \$11.50 \$15.60 \$0.00
\$69.00

12/01/2020 \$42.85 \$11.50 \$15.60 \$0.00
\$69.95

06/01/2021 \$43.76 \$11.50 \$15.60 \$0.00
\$70.86

12/01/2021 \$44.71 \$11.50 \$15.60 \$0.00 \$71.81

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

FLAGGER & SIGNALER

12/01/2018 \$22.50 \$7.85 \$14.44 \$0.00 \$44.79

LABORERS - ZONE 2

06/01/2019 \$22.50 \$7.85 \$14.44 \$0.00 \$44.79

12/01/2019 \$23.50 \$7.85 \$14.44 \$0.00 \$45.79

06/01/2020 \$23.50 \$7.85 \$14.44 \$0.00 \$45.79

12/01/2020 \$24.50 \$7.85 \$14.44 \$0.00 \$46.79

06/01/2021 \$24.50 \$7.85 \$14.44 \$0.00 \$46.79

12/01/2021 \$24.50 \$7.85 \$14.44 \$0.00 \$46.79

For apprentice rates see "Apprentice- LABORER"

FLOORCOVERER

03/01/2016 \$39.82 \$9.80 \$17.62 \$0.00 \$67.24

FLOORCOVERERS LOCAL 2168 ZONE II

Classification	Effective Date	Base Wage	Health	Pension	Supplemental		Total Rate
					Unemployment		

Apprentice - FLOORCOVERER - Local 2168 Zone II

Effective Date - 03/01/2016		Health	Pension	Supplemental Unemployment	Total Rate	
1	50	\$19.91	\$9.80	\$1.79	\$0.00	\$31.50
2	55	\$21.90	\$9.80	\$1.79	\$0.00	\$33.49
3	60	\$23.89	\$9.80	\$12.25	\$0.00	\$45.94
4	65	\$25.88	\$9.80	\$12.25	\$0.00	\$47.93
5	70	\$27.87	\$9.80	\$14.04	\$0.00	\$51.71

Notes: Steps are 750 hrs.

% After 09/1/17; 45/45/55/55/70/70/80/80 (1500hr)

6	75	\$29.87	\$9.80	\$14.04	\$0.00	\$53.71
7	80	\$31.86	\$9.80	\$15.83	\$0.00	\$57.49
8	85	\$33.85	\$9.80	\$15.83	\$0.00	\$59.48

Apprentice to Journeyworker Ratio:1:1

FORK LIFT/CHERRY PICKER OPERATING ENGINEERS LOCAL 4	12/01/2018	\$47.58	\$11.50	\$15.60	\$0.00	\$74.68
	06/01/2019	\$48.68	\$11.50	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.83	\$11.50	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.93	\$11.50	\$15.60	\$0.00	\$78.03
	12/01/2020	\$52.08	\$11.50	\$15.60	\$0.00	\$79.18
	06/01/2021	\$53.18	\$11.50	\$15.60	\$0.00	\$80.28
	12/01/2021	\$54.33	\$11.50	\$15.60	\$0.00	\$81.43

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GENERATOR/LIGHTING PLANT/HEATERS OPERATING ENGINEERS LOCAL 4	12/01/2018	\$32.03	\$11.50	\$15.60	\$0.00	\$59.13
	06/01/2019	\$32.78	\$11.50	\$15.60	\$0.00	\$59.88
	12/01/2019	\$33.57	\$11.50	\$15.60	\$0.00	\$60.67
	06/01/2020	\$34.32	\$11.50	\$15.60	\$0.00	\$61.42
	12/01/2020	\$35.10	\$11.50	\$15.60	\$0.00	\$62.20
	06/01/2021	\$35.85	\$11.50	\$15.60	\$0.00	\$62.95
	12/01/2021	\$36.64	\$11.50	\$15.60	\$0.00	\$63.74

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) GLAZIERS LOCAL 1333	06/01/2018	\$37.18	\$10.40	\$9.35	\$0.00	\$56.93
	06/01/2019	\$38.18	\$10.60	\$9.90	\$0.00	\$58.68
	06/01/2020	\$39.18	\$10.80	\$10.45	\$0.00	\$60.43

06/01/2021	\$53.18	\$11.50	\$15.60 \$80.28	\$0.00
12/01/2021	\$54.33	\$11.50	\$15.60 \$81.43	\$0.00

**TOWN OF HARWICH
REQUEST FOR BIDS
Phosphorus Inactivation of Surficial Sediment in Hinckleys Pond
HARWICH, MA 02645**

Sealed Bids from qualified contractors for Phosphorous Inactivation of Surficial Sediment in Hinckleys Pond (Alum Treatment) will be accepted at the Office of the Town Administrator, Town Hall, 732 Main Street, Harwich, MA 02645 until 2:00 p.m. prevailing time on Thursday, April 18, 2019, at which time and place said bids will be publicly opened and read aloud.

Bid security in the form of a bid bond, certified check, treasurer's or cashier's check, payable to the Town of Harwich, is required in a dollar amount of five (5) percent of the bid amount.

The Instructions to Bidders, Form of General Bid, Contract, Plans, Specifications, Payment Bond and other Contract Documents may be obtained on line at www.harwich.gov/home/pages/procurement or from the Town of Harwich, Town Administrator Office, 732 Main Street, Harwich, MA 02645 Monday through Friday from 8:30 a.m. to 4:00 p.m. To request mailing call (508) 430-7513.

All bids for this project are subject to applicable bidding laws of Massachusetts, including General Laws Chapter 30, Section 39M as amended. Wage rates are subject to the minimum wage rates as per M.G.L. Chapter 149, Section 26 to 27D inclusive. DCAMM Certification required

The Successful Bidder must furnish a 50% Payment Bond with a surety company acceptable to the Owner. Complete instructions for filing Bids are included in the Instructions to Bidders.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 days, Saturdays, Sundays and legal Holidays excluded, after the opening of the bids. The Owner reserves the right to waive any informality or to reject any or all bids.

Christopher Clark
Town Administrator

Posted: March 22, 2019
Cape Cod Chronicle: March 28, 2019
Central Register: March 20, 2019
Commbuys: March 22, 2019

Town of Harwich

Bid Opening Date: 04/18/2019 02:00 PM
 Printed: 03/20/2019 12:09 PM

BID SOLICITATION

Description: Alum Treatment Hinckleys
 Pond, Harwich

Bid Number BD-19-1535-TOHAR- TADMI-36999
Alternate ID
Requisition Number

Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Alum Treatment Hinckley Pond	1	EA	_____	_____
				TOTAL:	_____

THIS IS NOT AN ORDER, AND DOES NOT COMMIT THE
 PURCHASING ENTITY TO PURCHASE ANY GOODS OR
 SERVICES.

PURCHASED

By: Robert Lawton
 Phone#: (508) 430-7513
 Email: rlawton@townofharwich.us

BUYER



HOME DIRECTIONS CONTACT US

Search sec.state.ma.us Search

General contract submission confirmation

The following General Contract submission was successfully received.	
Planned date of publish is 3/20/2019	
Awarding Agency	
Agency Name and Address:	Town of Harwich Christopher Clark, Town Administrator 732 Main Street Harwich, MA 02645
Project Number:	
Estimated Cost:	\$525,000
Contractor Qualification:	DCAMM Certificate
<small>Required for DCAMM contracts over \$150,000, Highway Division contracts over \$50,000. Add categories to the Project description below.</small>	
Contact Information	
Name:	Heinz Proft, Natural Resources Director
Phone:	508-430-7532 Fax
Email Address:	hproft@town.harwich.ma.us
Notify email address listed when final publish date assigned.	
Contract Information	
Project:	Phosphorus Inactivation of Surficial Sediment (ALUM Treatment) in Hinckleys Pond, Harwich MA
Plans/Specifications Available:	Specifications, Bid and Plan documents are available after March 22, 2019 on line www.harwich-gov/home/pages/procurement
<small>Place, date and time</small>	
General Bid Deadline*:	04/18/2019 Time 2:00pm
Sub Bid Deadline:	Time
Sub Bid Categories:	
Additional Information	
<p>This page can be printed for your records.</p> <p>Add Another Return To Menu</p>	

William Francis Galvin, Secretary of the Commonwealth of Massachusetts

[Terms and Conditions](#)

LEGAL ADV

**TOWN OF HARWICH
REQUEST FOR BIDS
PHOSPHORUS INACTIVATION OF
SURFICIAL SEDIMENT IN HINCKLEYS POND
HARWICH, MA 02645**

Sealed Bids from qualified contractors for Phosphorous Inactivation of Surficial Sediment in Hinckleys Pond (Alum Treatment) will be accepted at the Office of the Town Administrator, Town Hall, 732 Main Street, Harwich, MA 02645 until 2:00 p.m. prevailing time on Thursday, April 18, 2019, at which time and place said bids will be publicly opened and read aloud.

Bid security in the form of a bid bond, certified check, treasurer's or cashier's check, payable to the Town of Harwich, is required in a dollar amount of five (5) percent of the bid amount.

The Instructions to Bidders, Form of General Bid, Contract, Plans, Specifications, Payment Bond and other Contract Documents may be obtained on line at www.harwich-gov/home/pages/procurement or from the Town of Harwich, Town Administrator Office, 732 Main Street, Harwich, MA 02645 Monday through Friday from 8:30 a.m. to 4:00 p.m. To request mailing call (508) 430-7513.

All bids for this project are subject to applicable bidding laws of Massachusetts, including General Laws Chapter 30, Section 39M as amended. Wage rates are subject to the minimum wage rates as per M.G.L. Chapter 149, Section 26 to 27D inclusive. DCAMM Certification required

The Successful Bidder must furnish a 50% Payment Bond with a surety company acceptable to the Owner. Complete instructions for filing Bids are included in the Instructions to Bidders.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 days, Saturdays, Sundays and legal Holidays excluded, after the opening of the bids. The Owner reserves the right to waive any informality or to reject any or all bids.

Christopher Clark
Town Administrator

The Cape Cod Chronicle
March 28, 2019

OFFICE OF THE TOWN ADMINISTRATOR

Christopher Clark, Town Administrator

Phone (508) 430-7513


Fax (508) 432-5039

732 MAIN STREET, HARWICH, MA 02645



MEMO

To: Board of Selectmen

From: Christopher Clark
Town Administrator 

cc: Norm Clarke, Fire Chief

Re: Performance Evaluation for FY20

Date: May 13, 2019

Pursuant to the Employment Agreement between Norman Clarke, Fire Chief and the Town of Harwich Section 15 entitled "Performance Evaluation," I completed said form and recommend the contractual increase effective for July 1, 2019 based upon a score of 90 whereas a minimum score of 65 is necessary to achieve a "Meets Expectation." The evaluation was completed on Wednesday, May 8, 2019. I would ask the Board of Selectmen to acknowledge receipt. I have included in the materials a copy of his current Employment Agreement.

The material attached also looks at goals and objectives accomplished in those set out for FY 20. I believe that Norm is an asset to the community and is doing very good work in the performance of his duties.

OFFICE OF THE TOWN ADMINISTRATOR

Christopher Clark, *Town Administrator*

Phone (508) 430-7513

Fax (508) 432-5039

732 MAIN STREET, HARWICH, MA 02645



MEMO

To: Board of Selectmen

From: Christopher Clark 
Town Administrator

cc: David Guillemette, Chief of Police

Re: Performance Evaluation for FY 20

Date: May 13, 2019

Pursuant to the Employment Agreement between David Guillemette, Chief of Police and the Town Accountant and the Town of Harwich Section 15 entitled "Performance Evaluation," I completed said form and recommend the contractual increase effective for July 1, 2019 based upon a score of 82 whereas a minimum score of 65 is necessary to achieve a "Meets Expectation." The evaluation was completed on Monday, May 13, 2019. I would ask the Board of Selectmen to acknowledge receipt. I have included in the materials a copy of David's current Employment Agreement.

The material attached also looks at goals and objectives accomplished in those set out for FY19. I believe that David is an asset to the community and is doing very good work in the performance of his duties.

OFFICE OF THE TOWN ADMINISTRATOR

Christopher Clark, *Town Administrator*

Phone (508) 430-7513


Fax (508) 432-5039

732 MAIN STREET, HARWICH, MA 02645



MEMO

To: Board of Selectmen

From: Christopher Clark
Town Administrator 

cc: Carol Coppola, Finance Director

Re: Performance Evaluation for FY 20

Date: May 13, 2019

Pursuant to the Employment Agreement between Carol Coppola, Finance Director and the Town Accountant and the Town of Harwich Section 15 entitled "Performance Evaluation," I completed said form and recommend the contractual increase effective for July 1, 2019 based upon a score of 91 whereas a minimum score of 65 is necessary to achieve a "Meets Expectation." The evaluation was completed on Friday, April 19, 2019. I would ask the Board of Selectmen to acknowledge receipt. I have included in the materials a copy of Carol's current Employment Agreement.

The material attached also looks at goals and objectives accomplished in those set out for FY19. I believe that Carol is an asset to the community and is doing very good work in the performance of her duties.

OFFICE OF THE TOWN ADMINISTRATOR

Robert C. Lawton, Jr.
Interim Assistant Town Administrator

Phone (508) 430-7513


Fax (508) 432-5039



732 MAIN STREET, HARWICH
02645

MEMO

TO: Board of Selectmen

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

CC: Chris Clark
Town Administrator

RE: Town Administrator Evaluation

DATE: May 8, 2019

The Town Administrator suggested that rather than the Administrator doing a self-evaluation that I complete that phase of the process and submit it to you. I have attached the evaluation form that I completed along with the goals from last year for your review.

In some cases, in the notes section of the form, I have referenced items which I believe support the specific evaluation ratings. I will be happy to provide any additional information as requested.

RCL

Christopher Clark, Town Administrator					
by: Robert C. Lawton Jr. May 2019					
SECTION A: STATUS OF PREVIOUS GOALS AND OBJECTIVES (Up to 25 Points)					
Primary Goals are ones that are in excess 100 Hours to Complete (up to 7 Points Each)	Partial (1 to 3)	Majority (4 to 5)	Full (7)	TOTAL	
Primary Goal 1. FY20 Budget within 2 1/2				7	FY20 Budget mes
Primary Goal 2. AHT implementation, select parcels				7	Trust activate
Secondary Goals are ones that are less than 100 Hours to Complete (up to 3 Points Each)	Partial (1)	Majority (2)	Full (3)		
Secondary Goal 1. DHY Wastewater				2	3 towns comin
Secondary Goal 2. Employee retention				3	no employees lef
Secondary Goal 3. IT improvements				3	study complete,
Adjustment for Extenuating Circumstances/Adusted Priorities. (1 pt by TA)	1			1	2 staff sh
Exceptional Performance by Department Head on above or other (1 pt by TA)	1			1	major info effort c
SECTION B: JOB SUCCESS FACTORS (Up to 60 Points)					
	Needs Improvement	Satisfactory	Competent		
<u>1. Problem Solving/Decision Making</u>	N.I. 1	S. 2	C.3		
Anticipates Problems				2	N/A:
Makes Clear and Consistent Decisions				3	Answered: 5
Changes Opinion based upon Facts Presents and Other Feedback Loops				2	Points: 13
Acts with Honesty and Integrity at all times				3	Score: 13
Makes Timely Decisions				3	
<u>2. Organizational Skills and Leadership Abilities</u>	N.I. 1	S. 2	C.3		
Keeps to Timelines and Deadlines Set				3	N/A:
Plans for future needs of Department/Town				3	Answered: 5
Accepts Responsibilities for all actions				3	Points: 15
Engages Talents, Experience and Capabilities of Others				3	Score: 15
Results Oriented and Desires to Excel in Job				3	
<u>3. Communication and Teamwork</u>	N.I. 1	S. 2	C.3		
Connects with Peers, Subordinates and Public				3	N/A:
Is an active Listeners and engages other for input				3	Answered: 5
Effective Writer				3	Points: 15
Successfully works with others to achieve desired results.				3	Score: 15
Develops positive Working relationships with coworkers and public				3	
<u>4. Productivity and Quality</u>	N.I. 1	S. 2	C.3		
Maintains effective workload for hours assigned				2	N/A:
Takes on Additional Responsiblites as needed but maintains current workload				3	Answered: 5
Completes Assignments on Time and is accurate				3	Points: 13
Demonstrates Accuracy, thoroughness and reliablity in work				3	Score: 13

SECTION C: ORGANIZATIONAL CONSIDERATIONS (Up to 16 Points)				
1. Employee and Department exhibit strong productivity measures (On Time) High morale exhibited in department	Low (0)	Med (1)	High (2)	1
2. Department Head is responsible for Budget by insuring some turnback Turnback Percentage for Prior year: _____	Short (0)	< 1% (1)	>1% (2)	2
3. Loss Control Department's record for Workers Compensation or IOD Claims have an impact on premiums	Several (0)	Few(1)	None (2)	1
4. Employee or Department has received letters of conduct complaints Policies sometimes lead to complaints but Dept. Head temperment	Several (0)	Few(1)	None (2)	2
5. Letters of Compliments for personal performance	None (0)	Few(1)	Several (2)	1
6. Organizational Effectiveness: Was Dept. Commented on favorable or unfavorably in Town Audit.	Unfavor (0)	None (1)	Favor (2)	2
7. Town's Bond Rating All Department Heads in their respective rolls are part of the rating.	Rating D (0)	Stable (1)	Improve (2)	1
8. Free Cash Turnback All Department Heads are part of Free Cash (Rev or Turnback)	< \$1m (0)	\$1 to2m(1)	Over \$2(2)	1
EXTRA CREDIT	No (0)	Yes (1)		
Has the Employee come up with Cost Savings Idea or Grant/Donation If Yes: Identify: _School safe routes \$650K, DHY grant \$50K, ADA Grant \$250K		1		1
GRAND TOTAL based upon Total Number of Responses				92
SECTION D: Development of Goals and Objectives Upcoming FY				
Primary Goals are ones that are in excess 100 Hours to Complete (10 Points Each)				
Primary Goal 1. DHY Sewer agreements and legislation				
Primary Goal 2. FY21 budget - develop income sources and manage bargaining				
Secondary Goals are ones that are less than 100 Hours to Complete (5 Points Each)				
Secondary Goal 1. AHT - develop parcels from 2019 ATM				
Secondary Goal 2. Project oversite Phase II sewer installation East harwich				
Secondary Goal 3. Develop a detailed plan to Improve OPEB funding and management				

**EMPLOYMENT AGREEMENT
BETWEEN
CHRISTOPHER CLARK
AND THE TOWN OF HARWICH**

THIS AGREEMENT, pursuant to Chapter 41, Section 108N of the Massachusetts General Laws, and in accordance with Chapter 18 of the Acts of 2006, an Act Establishing a Board of Selectmen-Town Administrator Form of Government in the Town of Harwich (Special Act), made and entered into this 8th day of August 2017, by and between the Town of Harwich, Commonwealth of Massachusetts, a municipal corporation, hereinafter called the "Town", acting by and through the Board of Selectmen, hereinafter called the "Board", and Christopher Clark hereinafter called "Town Administrator".

In consideration of the promises herein contained, the parties mutually agree as follows:

1. Employment:

The Board hereby employs Christopher Clark as Town Administrator of the Town of Harwich and the Town Administrator hereby accepts such employment. The term of this Agreement shall be from July 1, 2017 through June 30, 2020. The Town Administrator agrees to continue employment with the Town until June 30, 2020, to remain in the exclusive employ of the Town and not to become employed by any other employer or engage in other business activity until the end of such employment term, unless termination or resignation is effected as provided in section 14 below. At least three (3) months prior to the expiration of the agreement, the Town Administrator shall notify the Board in writing of the pending expiration of this Agreement. Should the Town fail to notify the Town Administrator that the agreement will not be extended within three (3) months of the expiration of the Agreement, said Agreement shall continue in full force and effect for a single one (1) year term subject to any provisions of this Agreement which may be renegotiated by mutual consent of the parties.

2. Salary:

The Town agrees to compensate the Town Administrator starting July 1, 2017 at the annual rate of \$162,365.00. The parties agree that the salary stated above is the first year annual salary to be paid in installments throughout the year in the same manner as all other town employees. Subsequent increases will be considered by the Board based on annual performance appraisals, no less than once per year. See section 11. The Town Administrator is an exempt employee under the Fair Labor Standards Act and is not entitled to any overtime pay. The Town agrees that it shall not, at any time during the term of this contract reduce the salary, compensation or other benefits of the Administrator, except to the extent that such reduction is evenly applied across-the-board for all employees of the Town of Harwich.

2% COLA for year FY19 and FY 20 of the contract term will be granted dependent on the Town Administrator receiving a satisfactory review/performance evaluation from the Board of Selectmen and the availability of colas for the Harwich Department heads during that particular year. The Town Administrator will be credited with an additional one extra week of pay on March 31, 2020 provided he is still employed with the Town. This bonus will be forfeited, if the Administrator is a verified candidate in another Municipality prior to March 31, 2020.

Two thousand five hundred dollars per contract fiscal year will be deposited into the Town Administrator's 457 retirement account at the end of each fiscal year's FY 19 and FY 20 covered by this contract. FY 18 level stays at the existing two thousand dollar level.

3. Leave Policy:

The Town Administrator shall be granted 20 days of vacation leave without loss of pay on an annual fiscal year basis. Vacation may be carried over to subsequent years only with the pre-approval of the Board due to very significant conditions. Vacation will be scheduled and approved by the Chairman of the Board as much in advance as possible. On termination by either party of service with the Town, the Town Administrator would be entitled to receive payment at his current wage scale for any unused vacation time but the clear goal is for the time to be used and not carried over.

The Town Administrator will be entitled to 3 days of absence from duty without loss of pay for personal business per fiscal year.

The Town Administrator shall be granted leave by the Chairman of the Board without loss of pay (Bereavement Leave) in the event of a death of his immediate family or certain relative(s). Such leave shall not be more than 5 calendar days for immediate family commencing with the notification of the death. The term(s) "immediate family" or "relatives" shall mean and include the following: Parents, Parents-in-law, Brother/Sister, Spouse, Children, Grandparents, and Grandchildren. Such leave shall not be more than 3 calendar days for Brothers/Sisters-in-law commencing with the notification of the death.

Sick leave shall be earned at the rate of 1 1/4 days per month. Accumulation of unused sick leave shall be limited to 200 days. Once all sick leave has been used, the Town Administrator will be required to use his vacation time or request an unpaid family medical leave if additional time is required, subject to the FMLA. Upon retirement or resignation the Town Administrator shall be entitled to 25% of the value as payout.

The Town Administrator will be entitled to the following paid holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Patriot's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

Court leave of absence shall be granted to the Town Administrator as follows:

(1) If the Town Administrator is called upon to serve on a jury, the Town Administrator shall be paid the difference between any fees received while serving on the jury and his regular rate of pay.

(2) If the Town Administrator is summoned to appear in court as a witness for the Town or for an incident occurring during working hours, he shall receive full compensation for any time lost and shall return to the Town such fees as he may collect.

If the Town Administrator is unable to work as a result of any injury arising out of and in the course of his employment, he shall receive compensation in accordance with Chapter 152 of the General Laws (Workmen's Compensation Act). The Administrator will be allowed to utilize any existing sick leave he has accumulated to make up the difference in compensation for the period of injury. If the Town Administrator is on injury compensation, he may not do part-time or full-time work for another employer during that period.

4. Disability, Health and Life Insurance:

The Board agrees to provide the Town Administrator with the same group health and life insurance benefits available to the other non-union municipal employees in conformity with the provisions of Massachusetts General Laws, Chapter 32B. Further, up to \$1000.00 per fiscal year will be available to reimburse the Town Administrator for life or disability insurance purchased by him during the applicable fiscal year.

5. Retirement Benefits:

The Town Administrator will be eligible to participate in the Barnstable County Retirement System.

6. Professional Affiliations:

The Town agrees, subject to the Board's prior approval, to pay for the registration, travel and subsistence expenses of the Town Administrator for short courses, institutes, seminars and conferences that are necessary for his professional development.

The Town shall pay for the Town Administrator's registration fee(s) travel and subsistence expenses to and from the Massachusetts Municipal Association Annual Conference, the ICMA conference and the Massachusetts Municipal Managers' Association periodic conferences. If any of the above requires out-of-state travel, prior approval of the Board of Selectmen will be needed.

7. Use of Vehicle:

A total of \$400.00 per month for the entire contract term will be granted to allow the Town Administrator to offset all automotive costs including, but not limited to, his lease of a car of his choice, maintenance, operating expenses and insurance. This would allow use of the car for both personal and Town purposes.

8. Moving Expenses

~~The Town Administrator will be reimbursed for his moving expenses up to a maximum of \$5,000. It is understood and agreed that said reimbursement is limited to the actual and direct costs associated with the physical moving of the Town Administrator's personal belongings, such as the hiring of movers and/or the renting of moving equipment, and does not include any indirect costs or expenses he may incur in connection with any relocation.~~

9. Hours of Work:

The Town Administrator shall be required to devote the amount of time necessary to effectively, professionally, and diligently discharge the duties of the position and manage the affairs of the Town of Harwich and the employees under his supervision, which may include evening and/or weekend hours. It is understood that it is necessary for the Town Administrator to maintain office hours consistent with Town Hall, although the Town Administrator as an exempt employee under the FLSA may not necessarily be at the Town Hall during all of those hours.

The Town Administrator will be available to the Town at all times of the day through the entire year, except during periods of illness or approved vacation or other leave, and shall provide the Town with efficient means of communication and contact when he is either off duty or out-of-town for any and all reasons.

The Town shall reimburse the Town Administrator at the rate of \$25 per month for his use of his personal cell phone for Town use.

10. Duties:

The Board hereby agrees to employ the Town Administrator to perform the functions and duties specified in the Town Charter and General Laws as well as other legally permissible and proper duties and functions as the Board shall from time to time assign. It is acknowledged that the Town Administrator position is the Chief Administrative Officer of the Town.

The term "duties" shall not be construed to include occasional teaching, writing, speaking or consulting performed on personal time. Said activities are expressly allowed provided that any such activity does not raise a conflict of interest for the Town of Harwich.

11. Performance Evaluation:

The Board shall review and evaluate the Town Administrator every year during the months of April or May prior to Annual Town Election. Said review and evaluation shall be based on the goals and objectives developed jointly by the Board and the Town Administrator. Further, the Chairman of the Board shall provide the Town Administrator with a summary written statement of the evaluation findings of the Board and shall provide an adequate opportunity for the Town Administrator to discuss his evaluation with the Board.

Annually the Board and the Town Administrator shall define the goals and objectives which they determine necessary for the proper operation of the Town and the attainment of the Board's policy objectives, and shall further establish a general priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limits specified and within the annual operating and capital budgets and appropriations provided by the Town and the events that have occurred during the year.

The Performance evaluation shall also include for FY 19 and 20 the additional provisions:

- 1 –Completion of and/or satisfactory progress on goals and objectives.
2. Day to day management of town affairs.
3. Oversight and leadership of department heads and departmental activities.

12. Indemnification:

To the extent permitted by law, the Town shall defend, save harmless and indemnify the Town Administrator against any tort, professional liability, claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties as Town Administrator, even if said claim has been made following his termination from employment, provided that the Town Administrator acted within the scope of his duties. The Town shall pay the amount of any settlement or judgment rendered thereon. The Town may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Town Administrator.

The Town shall reimburse the Town Administrator for any attorneys' fees and costs incurred by the Town Administrator in connection with such claims or suits involving the Town Administrator in his professional capacity.

This section shall survive the termination of this Agreement.

13. Notices:

Notices pursuant to this Agreement shall be given by deposit in the custody of the U.S. Postal Service, postage Prepaid and addressed as follows:

Town: Board of Selectmen
Harwich Town Hall
732 Main St.
Harwich, MA 02645

Town Administrator: Christopher Clark
46 Cedar Lane
Osterville, MA 02655

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Services.

14. Termination:

A. In the event that the Town Administrator desires to terminate this contract before the term of his service shall have expired, he may do so by giving written notice of his intention to the Board at least ninety (90) days in advance by certified mail, return receipt requested, directed to the Chairman of the Board of Selectmen at the Harwich Town Hall.

B. Pursuant to Section 4-1-1 of the Town of Harwich Charter, the Town Administrator shall serve at the pleasure of the Board. Notwithstanding any provisions of this Agreement, the Board may remove the Town Administrator from his position at any time subject to the removal procedures identified in Sections 4-8-1 through 4-8-6 of the Town of Harwich Charter.

C. In the event the Town Administrator is terminated by the Board during the term of this Agreement, the Town agrees to provide the Town Administrator, consistent with the terms of Section 4-8-6 of the Town Charter, a lump sum cash payment equal to ninety (90) days of annual base salary on his last day of employment with the Town. These payments shall be in addition to any other wages or benefits, such as any accrued but unused vacation time, to which the Town Administrator may be legally entitled. This provision shall survive the termination of this Agreement. If terminated for a proven case of "just cause" than this provision shall not apply.

D. This agreement may be terminated or modified by the parties by mutual written agreement at any time.

15. Entire Agreement:

This contract embodies the whole agreement between the Board and the Town Administrator and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. No changes to the express terms of this Agreement shall be enforceable unless reduced to writing and mutually executed.

16. Invalidity:

If any paragraph, part of, or rider to this Agreement is invalid, it shall not affect the remainder of said Agreement, but said remainder shall be binding and effective against all parties.

17. Counterparts:

This Agreement shall be executed in two counterparts, each of which shall be deemed to be an original, and both of which taken together shall be deemed one and the same instrument.

18. Governing Law:

This Agreement shall be governed by and construed pursuant to the laws of the Commonwealth of Massachusetts.

19. Appropriation:

All terms of this Agreement are subject to annual appropriation by Town Meeting.

IN WITNESS THEREOF, the parties have hereunto signed this Agreement and a duplicate thereof this 8th day of August 2017.

TOWN ADMINISTRATOR:

BOARD OF SELECTMEN:

Christopher Clark

Michael MacAskill, Chair

Julie Kavanagh

Jannell M. Brown

Larry Ballantine

Donald Howell

ATTESTED:

APPROVED AS TO LEGAL FORM:

Anita N. Doucette, Town Clerk
551792, v. 3/HARW/0002

Town Counsel

Tele: 508-430-7513
Fax: 508-432-5039



Office of the Town Administrator
732 Main Street

Town Of Harwich

Harwich, MASSACHUSETTS 02645

Name:			
Job Title:		Classification:	
Admin/Dept Head:	Christopher Clark		
Department:	Town Administrator		
Anniversary Date:		Evaluation date:	

****Town Admin Dept Head Evaluation****

Key for Performance evaluations:

EX: Exceptional

Performance far exceeds expectations due to exceptionally high quality of work performed in all essential areas of responsibility.

EE: Exceeds Expectations

Performance consistently exceeded expectations in all essential areas of responsibility and the quality of work overall was excellent. resulting in an overall quality of work that was superior.

ME: Meets Expectations

Performance consistently met expectations in all essential areas of responsibility at times possibly exceeding expectations and the quality of work overall was very good.

IN: Improvement Needed

Performance did not consistently meet expectations or performance failed to meet expectations in one or more essential areas of responsibility.

UN: Unsatisfactory

Performance was consistently below expectations in the most essential areas of responsibility and/or reasonable progress towards critical goals was not made. Significant improvement is needed in one or more important areas.

A. Last Evaluation's Goals: (if applicable) 20 points total

Goal:	Rating:					Points:	Comments:
Available points per section:	0	1	2	3	4		
1	UN	IN	ME	EE	EX		
2	UN	IN	ME	EE	EX		
3	UN	IN	ME	EE	EX		
4	UN	IN	ME	EE	EX		
5	UN	IN	ME	EE	EX		

**B. Job Success Factors:
(48 points total)**

1. Problem Solving/Decision Making: (6 points)

Anticipates, Identifies, & prevents problems, involves others in seeking solutions. Makes clear and consistent decisions, acts with integrity in all decision making and makes timely decisions.

Rating:					Points:	Comments:
0 to 1	2 to 3	4	5	6		
UN	IN	ME	EE	EX		

2. Strategic planning and organizing: (6 points)

Aligns priorities with broader goals, measures outcomes, uses feedback to change as needed, evaluates alternatives, solutions oriented, develops realistic plans, meets deadlines & follows through

Rating:					Points:	Comments:
0 to 1	2 to 3	4	5	6		
UN	IN	ME	EE	EX		

3. Communication: (6 points)

Connects with peers, subordinates and public, actively listens, clearly and effectively shares information, demonstrates effective oral and written communication skills. Seeks to clarify and confirm the accuracy of understanding of vague terms and instructions

Rating:					Points:	Comments:
0 to 1	2 to 3	4	5	6		
UN	IN	ME	EE	EX		

4. Leadership: (6 points)

Accepts responsibility for own work, develops trust and credibility, demonstrates honest and ethical behavior, engages the talents, experiences, and capabilities of others. Results-oriented and desire to excel in job

Rating:					Points:	Comments:
0 to 1	2 to 3	4	5	6		
UN	IN	ME	EE	EX		

5. Teamwork: (6 points)

Successfully works with others to achieve desired results, contributes to team projects, exchange ideas and opinions, helps prevent, resolve conflicts, develops positive working relationships and is flexible, open-minded promoting mutual respect for all

Rating:					Points:	Comments:
0 to 1	2 to 3	4	5	6		
UN	IN	ME	EE	EX		

6. Customer Orientation: (6 points)

Listens, identifies, and responds quickly and effectively to internal and external customers' needs and sets work activities accordingly; goes beyond what is expected and follows up to ensure customer satisfaction

Rating:					Points:	Comments:
0 to 1	2 to 3	4	5	6		
UN	IN	ME	EE	EX		

7. Productivity: (6 Points)

Maintains fair workload; takes on additional responsibilities as needed; manages priorities; develops and follows work procedures; completes assignments on time and to specifications

Rating:					Points:	Comments:
0 to 1	2 to 3	4	5	6		
UN	IN	ME	EE	EX		

8. Quality: (Points)

Demonstrates accuracy, thoroughness, and reliability; manages time and priorities; develops and follows work procedures

Rating:					Points:	Comments:
0 to 1	2 to 3	4	5	6		
UN	IN	ME	EE	EX		

9. Department specific competency: (5 Points)

	Rating:					Points:	Comments:
	UN	IN	ME	EE	EX		
	1	2	3	4	5		

Sick time usage:	# of inc	Points	Dept. avg: (2 points) (1 point) (0 points)	Points	Average	Points: 0
	1-3 incidents: (3 points)	#				
	4-7 incidents: (2 points)	#				
	8 or more incidents: (1 point)	#				

	# of inc	Points		Points	Average		
Work Comp Claims: (Per Quarter)	1-3 incidents: (3 points)	#		Dept. avg: (2 points)			Points: 0
	4-7 incidents: (2 points)	#		(1 point)			
	8 or more incidents: (1 point)	#		(0 points)			

	# of inc	Points		Points	Average		
Complaint Letters:	0 letters: (1 point)	#		Dept. avg: (2 points)			Points: 0
	1 letter: (-1 point)	#		(1 point)			
	2 letters: (-2 points)	#		(0 points)			
	More than 2 letters: (-3 points)	#					

Accident Reports: (Tracking purposes only)
(Vehicles/Building related)

Number of accidents per year:	
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Goals and Objectives:
(14 points)

Please list 5 goals and objectives for the following year. List 4 attainable goals - 3 points and list 1 possible goal - 1 point:	Points
1	
2	
3	
4	
5	

C: Extra credit:
(4 points total)

Has the employee come up with any cost saving ideas/solutions? (1 point)	Points:	
Has the employee obtained any grants? (1 point)	Points:	
Has the employee been able to "turn back" any funds? (1 point)	Points:	
Has the employee obtained letters of commendation? (1 point)	Points:	

Overall rating:
(104 total possible points)

UN	IN	ME	EE	EX	Total points:	0
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SELECTMEN'S GOALS AND OBJECTIVES

- Selectmen desire a budget that is within the Proposition 2 ½ limits
- Avoid the use of capital exclusions and limit the use of debt exclusions.
- Selectmen will lead the initiative on adopting an accessory use apartment by-law zoning revision to assist property owners in providing a supplemental income to age in place in their homes or to offer additional workforce housing options.
- Selectmen will work with the Affordable Housing Trust to identify parcels for affordable and workforce housing units.
- Dennis/Harwich/Yarmouth Community Partnership on Wastewater projects
- Establish broad board policy for employee retention
- Work closely with the Chamber of Commerce to promote the Town of Harwich and the needs of its local businesses
- Monitor and assess the funding needs of the Wastewater Reserve Fund to ensure funding is available for the associated needs
- Wastewater communication to residents to ensure consistent message and information is disseminated to citizens.
- IT needs
- Continued oversight of departmental overtime
- Increase stabilization and reserve fund balances to meet reserve policy objectives
- Continued efforts to address rising health care costs – Other Post-Employment Benefits (OPEB) and different revenue streams to fund costs

Primary Goal 1: One over-ride (Lower County Road) was requested at this year's ATM which did not pass. Budget increase was significant which will require better information next year to improve expense decisions, prioritize and look at organizational/technology efficiencies.

Primary Goal 2: Trust activated, a couple of the proposed plots were approved at ATM.

Secondary Goal 1: DHY Wastewater moving forward

Secondary Goal 2; Employee retention was a problem this past year. Salary was looked at and raised for most positions. Other factors need to be explored to improve working relationships with staff.

Secondary Goal 3: Improvements ongoing. Contracted study of Harwich IT system with the County. An additional IT staff person will be hired next fiscal year.

1. Problem Solving....

Financial strategies were spelled out and steps taken to increase S&P Bond rating. Transparency should be increased to better explain cost mgt decisions; this information should be provided early to allow BOS to fully discuss, debate and collectively decide on financial matters. This would aid BOS in priority setting to best manage town budgets.

I've continually been disappointed in lack of information on intra-department expenses/effort to allow us to best estimate the costs of a project. Case-in-point is the pet burial ground in which DPW efforts to prepare site were not included in budget estimates. When DPW determined they could not do the work contracting the work cost ~\$70K. This information requested several times from Recreational Department.

2. Strategic Planning

Great job in presenting a very thorough budget message to detail costs, revenues and priorities. Plan did not strategize possible alternatives to increasing possible budget constraints and evaluate possible alternatives. In the main, the budget message was presented as final document without input from BOS.

3. Communication

Played active role in communicating general wastewater and Phase 2 construction items to the town and Phase 2 area residents. Communication less effective with Wastewater Support committee who felt they didn't receive required information or not in a timely fashion which left impression their input was not desired.

Chris help lead communications regarding the Affordable Housing Trust, Pleasant Bay Watershed Permit and Dennis/Harwich/Yarmouth regional wastewater plant.

Additional effort is needed to fully present and explain items at BOS meeting. Requests for clarification are numerous.

4. Leadership.....

Sets a good example.

5. Teamwork

Well done – participates departmental and committee meetings.

6. Customer Orientation

Well done

7. Productivity

Difficult year as several staff left and Chris had to pick up slack. He worked very hard to continue to complete projects on schedule and to inform us when delays were to be expected

8. Quality

Generally acceptable although thoroughness and accuracy of RFPs, contracts and leases have been a concern.

Tele: 508-430-7513
 Fax: 508-432-5039

Office of the Town Administrator
 732 Main Street

Town Of Harwich
 Harwich, MASSACHUSETTS 02645

Name:	Christopher Clark		
Job Title:	Town Administrator	Classification:	Contract
Administrator:	Christopher Clark		
Department:	Town Administrator		
Anniversary Date:	12/27/2013	Evaluation date:	

****Town Manager Evaluation****

Key for Performance evaluations:

EX: Exceptional

Performance far exceeds expectations due to exceptionally high quality of work performed in all essential areas of responsibility.

EE: Exceeds Expectations

Performance consistently exceeded expectations in all essential areas of responsibility and the quality of work overall was excellent. resulting in an overall quality of work that was superior.

ME: Meets Expectations

Performance consistently met expectations in all essential areas of responsibility at times possibly exceeding expectations and the quality of work overall was very good.

IN: Improvement Needed

Performance did not consistently meet expectations or performance failed to meet expectations in one or more essential areas of responsibility.

UN: Unsatisfactory

Performance was consistently below expectations in the most essential areas of responsibility and/or reasonable progress towards critical goals was not made. Significant improvement is needed in one or more important areas.

A. Last Evaluation's Goals: (if applicable) 40 points total

Goal:	Rating:					Points:	Comments:
Available points per section:	1	2	3	4	5		
Primary Goal 1	UN	IN	ME	EE	EX	3	
Primary Goal 2	UN	IN	ME	EE	EX	5	
Secondary Goal 1	UN	IN	ME	EE	EX	4	
Secondary Goal 2	UN	IN	ME	EE	EX	2	
Secondary Goal 3	UN	IN	ME	EE	EX	5	
Adjust Priorities	UN	IN	ME	EE	EX	3	
Exceptional Performance by a DH	UN	IN	ME	EE	EX	3	
	UN	IN	ME	EE	EX		

B. Job Success Factors:

(45 points total)

1. Problem Solving/Decision Making: (5 points)

Anticipates, Identifies, & prevents problems, involves others in seeking solutions. Makes clear and consistent decisions, acts with integrity in all decision making and makes timely decisions.

Rating:					Points:	Comments:
1	2	3	4	5		
UN	IN	ME	EE	EX	3	

2. Strategic planning and organizing: (5 points)

Aligns priorities with broader goals, measures outcomes, uses feedback to change as needed, evaluates alternatives, solutions oriented, develops realistic plans, meets deadlines & follows through

Rating:					Points:	Comments:
1	2	3	4	5		
UN	IN	ME	EE	EX	4	

3. Communication: (5 points)

Connects with peers, subordinates and public, actively listens, clearly and effectively shares information, demonstrates effective oral and written communication skills. Seeks to clarify and confirm the accuracy of understanding of vague terms and instructions

Rating:					Points:	Comments:
1	2	3	4	5		
UN	IN	ME	EE	EX	3	

4. Leadership: (5 points)

Accepts responsibility for own work, develops trust and credibility, demonstrates honest and ethical behavior, engages the talents, experiences, and capabilities of others. Results-oriented and desire to excel in job

Rating:					Points:	Comments:
1	2	3	4	5		
UN	IN	ME	EE	EX	4	

5. Teamwork: (5 points)

Successfully works with others to achieve desired results, contributes to team projects, exchange ideas and opinions, helps prevent, resolve conflicts, develops positive working relationships and is flexible, open-minded promoting mutual respect for all

Rating:					Points:	Comments:
1	2	3	4	5		
UN	IN	ME	EE	EX	5	

6. Customer Orientation: (5 points)

Listens, identifies, and responds quickly and effectively to internal and external customers' needs and sets work activities accordingly; goes beyond what is expected and follows up to ensure customer satisfaction

Rating:					Points:	Comments:
1	2	3	4	5		
UN	IN	ME	EE	EX	5	

7. Productivity: (5 Points)

Maintains fair workload; takes on additional responsibilities as needed; manages priorities; develops and follows work procedures; completes assignments on time and to specifications

Rating:					Points:	Comments:
1	2	3	4	5		
UN	IN	ME	EE	EX	4	

8. Quality: (5 Points)

Demonstrates accuracy, thoroughness, and reliability; manages time and priorities; develops and follows work procedures

Rating:					Points:	Comments:
1	2	3	4	5		
UN	IN	ME	EE	EX	2	

9. Department specific competency: (5 Points)

	Rating:					Points:	Comments:
	UN	IN	ME	EE	EX	4	
	1	2	3	4	5		

Complaint Letters:

	# of inc	Points	Dept Avg: (1 point)	Points	Average	Points:
0 letters: (1 point)						
1 letter: (-1 point)	#		(0 point)			
2 letters: (-2 points)	#		(-1 point)			1
More than 2 letters: (-3 points)	#					

Future Goals and Objectives: (9 points)

<p>Please list 9 goals & objectives for the following year, 6 attainable goals, 2 possible goals & 1 "if time permits" goal</p> <p>Attainable: Present quarterly listing of sources and uses of funds for each department including interdepartmental activities</p> <p>Attainable: FY21 Budget - Successful labor management/negotiation to obtain budgt within town's financial constraints</p> <p>Attainable: Contuation of Phase 2 Sewer Construction with positive reviews from affected neighborhoods</p> <p>Attainable: Present a budget within Proposition 2 1/2 limits</p> <p>Attainable: Develop broad policy for employment retention including effective training and mentoring</p> <p>Possible: Complete planned ADA activites</p> <p>Possible: Utilize "Smart Growth" to promote a range of housing and sustainable growth in Harwich</p>	Points:	7
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C: Miscellaneous: (4 points total)

Has the Town Administrator come up with any cost saving ideas/solutions? (1 point)	Points:	
Has the Town Administrator obtained any grants/Gifts? (1 point)	Points:	1

Has the Town Administrator been able to "turn back" any funds? (1 point)	Points:	1
Has the Town Administrator obtained letters of commendation? (1 point)	Points:	1

Overall rating:
(100 total possible points)

UN	IN	ME	EE	EX
----	----	----	----	----

Total points:	70
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Professional Development Plan/Comments:

Signatures:

Town Administrator Name: Christopher Clark

Town Administrator Signature : _____ Date: _____

<input type="checkbox"/>	My signature also indicates that I have received a copy of this evaluation
<input type="checkbox"/>	I would like to include comments regarding my evaluation.

Select person: Larry Ballantine 5.14.19

Chair: _____ Date: _____

Tele: 508-430-7513
 Fax: 508-432-5039

Office of the Town Administrator
 732 Main Street

Town Of Harwich
 Harwich, MASSACHUSETTS 02645

NAME:
 Title:
 Administrator:
 Department:
 Anniversary Date:

Christopher Clark		
Town Administrator	Classification:	Contract
Christopher Clark		
Town Administrator		
12/27/2013	Evaluation date:	

****Town Manager Evaluation****

Key for Performance evaluations:

EX Exceptional

Performance far exceeds expectations due to exceptionally high quality of work performed in all essential areas of responsibility.

EE Exceeds Expectations

Performance consistently exceeded expectations in all essential areas of responsibility and the quality of work overall was excellent, resulting in an overall quality of work that was superior.

ME Meets Expectations

Performance consistently met expectations in all essential areas of responsibility at times possibly exceeding expectations and the quality of work overall was very good.

IN Improvement Needed

Performance did not consistently meet expectations or performance failed to meet expectations in one or more essential areas of responsibility.

UN Unsatisfactory

Performance was consistently below expectations in the most essential areas of responsibility and/or reasonable progress towards critical goals was not made. Significant improvement is needed in one or more important areas.

A: Last Evaluation's Goals: (if applicable) 40 points total

Goal:	Rating:					Points:	Comments:
Available points per section:	1	2	3	4	5		
1. FY20 within 2 1/2	UN	IN	ME	EE	EX	5	Achieved goal in several ways
2. AHT startup - select parcels	UN	IN	ME	EE	EX	5	
1. OHY Wastewater	UN	IN	ME	EE	EX	5	
2. Employee Retention	UN	IN	ME	EE	EX	5	Raised need
3. IT Improvements	UN	IN	ME	EE	EX	5	

1. Negotiate Funding split with Superintendent	UN	IN	ME	EE	EX	5	
2. Oversee 2 major Capital Projects	UN	IN	ME	EE	EX	5	
3. Encourage Rental of Culcent + Allocations	UN	IN	ME	EE	EX	5	

B Job Success Factors:
45 points total)

1. Problem Solving/Decision Making: (5 points)

Anticipates, identifies, & prevents problems, involves others in seeking solutions. Makes clear and consistent decisions, acts with integrity in all decision making and makes timely decisions.

Rating:					Points:	Comments: Interaction with superintendent to prevent open wave have a DY
1	2	3	4	5		
UN	IN	ME	EE	EX	5	

2. Strategic planning and organizing: (5 points)

Aligns priorities with broader goals, measures outcomes, uses feedback to change as needed, evaluates alternatives, solutions oriented, develops realistic plans, meets deadlines & follows through

Rating:					Points:	Comments: Used input to ensure that housing land passed
1	2	3	4	5		
UN	IN	ME	EE	EX	5	

3. Communication: (5 points)

Connects with peers, subordinates and public, actively listens, clearly and effectively shares information, demonstrates effective oral and written communication skills. Seeks to clarify and confirm the accuracy of understanding of vague terms and instructions

Rating:					Points:	Comments: Better presentation materials for TM otherwise fine
1	2	3	4	5		
UN	IN	ME	EE	EX	5	

4. Leadership: (5 points)

Accepts responsibility for own work, develops trust and credibility, demonstrates honest and ethical behavior, engages the talents, experiences, and capabilities of others. Results-oriented and desire to excel in job

Rating:					Points:	Comments: Fully takes responsibility for actions of staff.
1	2	3	4	5		
UN	IN	ME	EE	EX	5	

5. **Teamwork: (5 points)**

Successfully works with others to achieve desired results, contributes to team projects, exchange ideas and opinions, helps prevent, resolve conflicts, develops positive working relationships and is flexible, open-minded promoting mutual respect for all

Rating:					Points:	Comments: Keeps all informed of developments
1	2	3	4	5	5	
UN	IN	ME	EE	EX		

6. **Customer Orientation: (5 points)**

Listens, identifies, and responds quickly and effectively to internal and external customers' needs and sets work activities accordingly; goes beyond what is expected and follows up to ensure customer satisfaction

Rating:					Points:	Comments: Responds well with citizens and committees and staff
1	2	3	4	5	5	
UN	IN	ME	EE	EX		

7. **Productivity: (5 Points)**

Maintains fair workload; takes on additional responsibilities as needed; manages priorities; develops and follows work procedures; completes assignments on time and to specifications

Rating:					Points:	Comments: Amazing productivity given lack of support staff
1	2	3	4	5	5	
UN	IN	ME	EE	EX		

8. **Quality: (5 Points)**

Demonstrates accuracy, thoroughness, and reliability; manages time and priorities; develops and follows work procedures

Rating:					Points:	Comments: Thoroughness needs improvement
1	2	3	4	5	5	
UN	IN	ME	EE	EX		

9. **Department specific competency: (5 Points)**

Has broad understanding of municipal Administration

Rating:					Points:	Comments:
UN	IN	ME	EE	EX	5	
1	2	3	4	5		

Complaint Letters:

0 letters: (1 point)	# of inc	Points	Dept Avg: (1 point) (0 point) (-1 point)	Points	Average
1 letter: (-1 point)	#				
2 letters: (-2 points)	#				
More than 2 letters: (-3 points)	#				

Points: 1

Future Goals and Objectives: (9 points)

Please list 9 goals & objectives for the following year, 6 attainable goals, 2 possible goals & 1 "if time permits" goal

1. Improve Budget Material for Warrant book + website -
2. Work with staff + Charter Committee to fully develop amendment to change to select Board.
3. Provide better material on bonds, their purpose, capital costs, interest costs.
4. Continue to push for sidewalks on 28.
5. Develop housing proposals.
6. Develop framework for developing mixed use economic + housing projects.
7. Bring to town meeting 2% local option
8. Full review of local permits + license costs and expenses
9. study residential and small commercial tax exemption -

Points: 9

C: Miscellaneous:
(4 points total)

Has the Town Administrator come up with any cost saving ideas/solutions? (1 point) Points: 1
 Enact 2% Rooms local option - rejected by BOS

Has the Town Administrator obtained any grants/Gifts? (1 point) Points: 1
 Was part of effort to obtain Seaport Grant

Has the Town Administrator been able to "turn back" any funds? (1 point) Points: 1
 Health Insurance, variety of other amounts

Has the Town Administrator obtained letters of commendation? (1 point) Points: 1
 Has been recognized by being asked to be officer of Cape Cod health.

UN	IN	ME	EE	EX
----	----	----	----	----

Total points: 9

Overall rating:
(100 total possible points)

Professional Development Plan/Comments:

Town Administrator Name: Christopher Clark

Signatures:

Town Administrator Signature : _____ Date: _____

My signature also indicates that I have received a copy of this evaluation
I would like to include comments regarding my evaluation.

Select person:  Date: 5/12/19

Chair: _____ Date: _____

2019 Town Administrator Evaluation Narrative as Prepared by Selectman Don Howell

Total Both Sections 29 points earned

A. Goals from last evaluation (40 possible points) 15 earned

1-Assess Town Wide IT & move to a consolidated plan: Despite the clear direction from the Board that this area is a high priority, this area was eliminated by the TA when pressed for overall budget cuts. (actually, more like budget attenuations, as the budget itself has increased far more than 2-1/2%). Over the TA's objection, an increase was restored by the entire Board when it adopted its own budget. **UN - 1 point**

2- Fill Assistant Town Administrator with one skill focus: The incumbent failed in this area in multiple ways. First, his initial selections did NOT have any HR, Procurement or Legal backgrounds (the desired focus areas). Second, we have had multiple assistant TA's who apparently were lacking in some way within the actual fundamental job requirements. I say "apparently" as the TA never made it clear what those deficiencies were – despite, by charter, needing the Board's majority vote to confirm a dismissal. The Town Administrator was able to fend off any oversight by simply eliciting a resignation of sorts, despite claiming publicly that the employee had been doing a poor job all along. (see communication elsewhere). **UN – 1 point**

3- Improve financial analysis to include all revenues and expenses of Depts. The Town Administrator, with the assistance and direct input of the Finance Director, has provided more financial and budget documents during this past year. BUT, when we really needed clear and accurate information in answer to questions at Town Meeting, he couldn't answer anything without long, embarrassing pauses. This reflected poorly on the the Town, the Board and the TA himself. **IN – 2 points**

4-Look at efficiencies & priorities to keep budget to 2.5%- The Town Administrator's budget was in excess of 7%. It also relied on new rooms tax revenue that had never been collected previously and had been rejected by town meeting in prior years. The point of the new rooms tax adoption was supposed to be directed to property tax relief, not to be used as a vehicle to avoid Prop 2-1/2 restrictions on the operating budget. In the end, it did not get accepted by the Board and required a massive 11th hour revision of the TA's budget. I personally had no idea that this was his plan to balance the budget and it was a reckless move which involved no transparency. Further, one labor contract was negotiated with a massive increase. His response was to blame his former assistant. If you seek credit for management success, you likewise need to assume blame for failures and not deflect to others. **UN – 1 point**

5- Develop a staff/consultant to assist with Wastewater implementation plan.

After more than a year of complaints from residents about getting straight answers from the Town about phase two hookups, the Board asked in early FY 19 that we develop an RFP and secure the services of a project manager/coordinator. The actual contract took forever to award (mainly by stalling the issuance of the RFP). During that period, the TA continued to object that he and staff could handle the job, despite mounting complaints

and the lack of time for the TA to devote to this area. Concurrent with the foregoing, Wastewater committee members resigned due to a lack of communication and information being provided from the TA. His inability to willingly delegate caused me to wonder if his actions were more ego-based than management-based. **IN – 2 points.**

6. Work with CDM Smith to implement Phase II of Wastewater Plan

This is a mixed bag. The project itself is on-time, but often questions are answered with vague answers. Moreover, it appears that the people who are actually going to run the system as-built (the Water/Wastewater Superintendent and the current Water Commissioners) are ignored, or worse, overruled. **ME – 3 points**

7. Work with HCT on Cold Brook Project & to remove properties from Wastewater:

Cold Brook has moved forward, but it has taken a year to actually reach a written agreement; there have been no removal of properties as of yet from our mitigation plan. Moreover, the TA should be given credit for his pursuit of a possible regional wastewater arrangement with Dennis and Yarmouth. **ME – 3 points**

8- Collective Bargaining with three unions: One of the contracts for a major bargaining unit was not costed out properly but was enthusiastically presented to the Board until its ramifications were brought forward by the Finance Director (see item 4 above). The effects of this will be evidenced for years to come. Because of this, the TA was instructed by the Board to ensure that the Finance Director be present at all future labor contract negotiations. It shouldn't have taken our instruction to do so, but he often treats the position as subordinant to his even though it is a direct hire/report to the BOS. Again, ego seems to stand in the way of decision making. **UN – 1 point**

9- Develop FY20 Operating & Capital Budget with 2 ½: All Budgets continue to be presented over the 2 ½ cap. The past Town Meeting noticed. It almost failed to pass. That certainly would have caused a crisis. Enough said. **UN – 1 point**

B. Problem Solving/Decision Making: (5 points) 1 point earned: The Town Administrator fails to provide the Board with timely and accurate information. Many major items require an immediate vote as they are brought forth at the 11th hour with a deadline looming. The Board continues to look bad to the public as it addresses the same issues over and over. Often, rumor travels faster than his information flow. More damning, it is like pulling teeth to get the information. Even in those areas where I have made it clear that I expect certain information every time a similar action is taken (like written recommendations and reviews for potential contract awards and back up information about finalists for hires that require BOS approval by charter) this is a continued and pervasive problem.

C. Strategic planning and organizing: (5 points) 2 points earned: Some projects go along well while others (like a golf barn for electric golf carts that has no electrical service, a Pet Burial Ground which had no budget and was split into many smaller parts to avoid having to

obtain capital approval and required competition, or a vendor contract and a liquor license which exceed what was solicited and what was approved by other regulatory boards) become ongoing sagas. His capital project debt forecasts lack coherency and an understanding of what the Town's voters find acceptable rather than how much money can be squeezed out of them.

D. Communication: (5 points) 1 point earned: If I could give no points in this area, I would. This is a serious issue with this Town Administrator. He selectively communicates with certain Board members but not others. This seems based on his own personal agenda. He is renowned, both in Town Hall and out, for ignoring emails. As stated above, he has ignored repeated generic requests for information to be used in making Board judgements (signed recommendations, evidence of legal review, qualifications of all finalists requiring Board approval for hires etc.). There are similar complaints from committees, especially relating to wastewater issues.

E. Leadership: (5 points) 1 points earned: The model being used here by the TA appears to be to take credit for things that work out or blame others when problems arise (see comments about the assistant TA, the Pet Burial Ground etc.). This week alone he was recommending the BOS approve a revolving fund transfer that was not a legally constituted action. Were it not for the due diligence of the Finance Director, who contacted Town Counsel, the Board would have voted this as a TA recommended agenda item. There are also indications that department heads are bullied into either agreement or covering for him. Again, it was embarrassing that the TA did not anticipate obvious questions at Town Meeting. In one case, he flat out misled the audience (relative to the possibility of running sewer pipes down Lower County Road much sooner than currently planned). I serve on the DHY negotiating committee; he misled the audience. Had this article not been defeated, he could have permanently undermined confidence in Town government..

F. Teamwork: (5 points) 1 point earned: See above. The Town Administrator often points fingers and blame at others, including the Board. For a year he maintained that the Board of Health had developed needed policies for the upcoming sewerization of East Harwich. They hadn't even been approached to identify needed policies. Indeed, after five years operating under our Home Rule Charter, he constantly confused the Health Director's perceived (by him) ability to promulgate policy with the true requirement that policies be voted by the BOARD of Health.

E. Customer Orientation: (5 points) 1 point earned: Whether this question is framed as counting the BOS, the Town Committees or the general public, there are huge problems in this area. He continues to lack the ability to prioritize his time against the need to avoid festering problems. He doesn't timely look at (much less answer) emails. I am lucky at times to get a return phone call in less than one day.

F. Productivity: (5 Points) 3 point earned: Admittedly, the Town Administrator has a heavy work load. But he has resisted true delegations of authority (rather than ones used to protect him from blame). Then there is the issue of four assistant Town Administrators in five years. It can't all be their fault. But accepting for a moment that it might be, who selected them? On this last recruitment, the TA went against the scoring sheet of EVERY other member of the interview team. Better productivity could be achieved through better self-awareness. When one realizes

he/she is weak in a particular area, find a hire who is outstanding in that area. Knowledgeable, confident subordinates are not a threat; they strengthen the team. He does go to many committee meetings and has served on both the DHY team as well the Housing Trust. Hence his overall score.

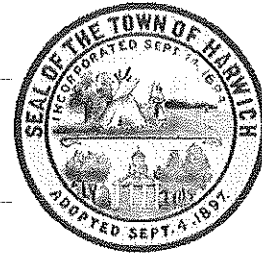
G. Quality (5 Points) 1 point earned: As stated previously, the Board continues to be forced to vote on many things at the eleventh hour. We seem to be in perpetual repair mode over our actions. Incomplete or incorrect documents (especially contracts) are routine.

E .Department Specific Competency: (5 points) 3 points earned: On the one hand, our department heads are (for the most part) customer oriented and extremely dedicated. The Town Administrator also secured the services of a Housing Consultant to assist with the fledgling Housing Trust.in building a housing program for the Town. He has also found competent short term assistance for the vacancies in the ATA position. Of course, that begs the question as to why there was a need to do so in that quantity.

F. Future Goals: I would recommend that goals be pared down and aligned to time frames. Actions that are not timely do no one any good. Changes as to form or substantive goals should be recommended by the TA himself in the next month (i.e. in the beginning of his rating period). But I caution that the current goals have been in place for a while and he is not meeting the desired outcomes. Maybe it's not the goals, but the individual pursuing them.

Michael D. MacAskill

Harwich Board of Selectmen



Town Administrator Evaluation May 14, 2019

A. Goals from last evaluation (40 possible points) 20 earned

1-Assess Town Wide IT & move to a consolidated plan: This has been a goal of the Board's for the last five years. Though a plan was developed this year, it was the first item that was taken out of the FY20 budget when cuts were made because the Town Administrator did not bring forward a sound FY20 budget plan and did not work with the schools to reduce their budget. The IT funding was only put back in the FY20 budget at the direction of the Board.

2- Fill Assistant Town Administrator with one skill focus: The Town Administrator failed to fill this vacancy with the right person and the position was vacant again in less than a year. The recent search process for a replacement was problematic for the Board. The fact that the Town Administrator is now on his fourth Assistant Town Administrator in his tenure demonstrates a lack of good leadership skills.

3- Improve financial analysis to include all revenues and expenses of Depts. The Town Administrator provided more thorough financial and budget documents this year, as well as an analysis of Free Cash and long term debt. These documents are primarily attributed to the work of the Finance Director, who continues to do an outstanding job.

4-Look at efficiencies & priorities to keep budget to 2.5%- The Town Administrator, again this year, brought forward an operating budget in excess of 7% which was reliant on new revenue that has twice failed town meeting vote and burdens local businesses. There was no plan for efficiencies and at least one contract was negotiated in a manner than had a large cost impact. It was clear from Town meeting, that this ongoing runaway spending is not acceptable to our residents. I have continually voted against more spending, asked for fiscal responsibility and efficiencies from the Town Administrator. Even though, we had a zero increase in Health Insurance this year, the operating budget was still above the Board requested guidelines.

5, 6, & 7- Develop a staff/consultant to assist with Wastewater plan implementation Work with CDM Smith to implement Phase II of Wastewater Plan

Work with HCT on Cold Brook Project & to remove properties from Wastewater: I will address Wastewater as one category. At the writing of this evaluation, a consultant has been brought on board at a cost of \$75,000 and Phase II is progressing slowly. It is only after multiple Wastewater committee members resigned due to lack of communication and information being provided that we now have some traction in implementation communication strategies. It is only because the Board has pushed for

updated cost figures and plans that we have more in-depth information. Wastewater is the single most important concern for residents and should be of the highest priority for the Town Administrator. It is very concerning to this Board member that the future costs have increased so much in a short time. Cold Brook has moved forward, but there have been no removal of properties as of yet from our mitigation plan. Mr. Clark has worked with Yarmouth and Dennis to create a possible regional entity which will have a long term benefit for Harwich.

8- Collective Bargaining with three unions: The negotiations with one of the major unions carries a significant cost increase due a shift in steps, that although the employees are deserving of some increase; the full impact of this negotiation by the Town Administrator was not presented to the Board. This contract will have a negative impact on fair negotiations with other bargaining units. Collective Bargaining is a major responsibility of the Town Administrator. All costs for new contracts should be determined ahead and presented correctly to the Board as the results have a direct impact on our ability to maintain financially responsible budgets.

9- Develop FY20 Operating & Capital Budget with 2 ½: All Budgets continue to be presented over the 2 ½ cap. Again, I point to the anger and upset that played out on Town meeting floor as an indicator of the performance of the Town Administrator and the inability to understand that residents have had enough of out of control spending. I asked that we hold off on Lower County Road and other major capital projects; it was brought forward and residents voted it down. The Town Administrator does not understand the town he is tasked with leading.

B. Problem Solving/Decision Making: (5 points) 1 point earned: The Town Administrator continually fails to provide the Board with clear and accurate information. The Board often has to address the same issue in multiple meetings and is required to request information that should be provided up front. Instead of being a leader, the Town Administrator constantly puts the Board in a position of failure and undermines the Board's ability to make sound decisions. Public confidence in administration is at an all-time low.

C. Strategic planning and organizing: (5 points) 3 points earned: The Town Administrator is tasked with implementing the goals and initiatives of the Board. It is imperative that the Town Administrator effectively implement the policies and initiatives of the Board. The Town Administrator has worked hard in the areas of Wastewater and Housing, but overall project management continues to be lacking. Projects that should be considered successful are mired with problems at implementation, such as Saquatucket Harbor. Long term planning needs to take into consideration current and future capital expenses so as not to overburden the tax payers. Overall confidence in the Town Administrator's ability to effectively manage long term finances and projects is also at an all-time low.

D. Communication: (5 points) 1 point earned: As in last year's evaluation, communication is a serious issue with the Town Administrator. He selectively communicates with members based on his own personal agenda. Lack of replies to emails, requests for information and overall Board communication is seriously lacking. There are also complaints from multiple committees that they are not kept informed about issues they should be included in as well as a lack of collaboration on the part of the Town Administrator. Not only are Board's emails not returned, nor are other committees and often emails from the public are left unanswered. Communication is the cornerstone of successful relationships and the town administrator does not value the importance of good communication.

E. Leadership: (5 points) 2 points earned: The Town of Harwich and the Town Administrator are lucky to have a competent, hard-working staff. It is important that the staff feel supported and acknowledged for their efforts. Key positions were vacated this year, including the Council on Aging Director and the Assistant Town Administrator. The overall environment among town employees has eroded. The Town Administrator has had to work a lot of hours and has spread himself too thin which produces ineffective results and leadership. It was embarrassing on Town meeting floor that resident questions could not be answered and Administration did not anticipate or have a plan to handle resident concerns. The lack of preparedness reflected poorly on town leadership and undermines confidence.

F. Teamwork: (5 points) 1 point earned: The success or failure of all projects ultimately lie with the Town Administrator. Issues like the Pet Cemetery have caused a divide in our Town and the Cemetery Administrator was hung out to dry. This does not inspire a sense of support and leadership. Instead of accepting responsibility, the Town Administrator often points fingers and blame at others, including the Board. Committees such as Open Space and CPC feel left out of the important work that needs to be done in Housing. The Town Administrator fails to understand that he cannot accomplish Board goals without support and buy in from all constituents and stakeholders.

E. Customer Orientation: (5 points) 1 point earned: One need not look beyond the results of town meeting to understand that our customers, the residents, are not happy with the performance of administration. It is important for the Town Administrator to remember that he works for the Board of Selectmen and the Board works for our residents.

F. Productivity: (5 Points) 3 point earned: The Town Administrator has a heavy work load which has been compounded by his inability to keep an Assistant Town Administrator. His office has been understaffed for a very long period of time and the existing staff are overburdened. The Town Administrator does put in many hours and attends multiple evening meetings and community events. The Town Administrator does take his professional managerial associations seriously and with commitment. However, The Town Administrator would be better served to focus on a few essential areas and more effectively delegate workload.

G. Quality (5 Points) 1 point earned: Due to the fact that the Town Administrator has spread himself so thin, the quality of work is greatly compromised. Everything seems to be treated as an emergency and at the last minute which produces poor results. Procurement which was highlighted as an area that the Board had concerns over continues to be a problem with questions

about the restaurant RFP, road bids being incorrect or confusing for bidders to reply to and no formal, centralized procurement structure, beyond a one page checklist put into place. A procurement page on the website was created and provides greater transparency. As with productivity, quality would be improved with more focus.

E .Department Specific: (5 points) 2 points earned: There has been a lack of stability in the Town Administrator's office which has effected all departments, the Board and the quality of the work. The Town Administrator did bring on a Housing Consultant to assist in building a housing program for the Town. The Town Administrator was able to retain the services of a seasoned administrator when the Assistant position was vacated again. The work produced out of this office is a direct reflection on the Board.

F. Future Goals: Future goals have been developed by the current town administrator. Many of these goals are the same as last years. It would be better to have action steps with timeframes under each goal area. I feel strongly that it is time for the Town to move in a new direction. The overall rating score for this year's performance is very low. I believe this sentiment was echoed at town meeting by our residents. The Board needs to take ownership for some of the lack of confidence residents feel in their local government and move the Town into a positive, collaborative and fiscally responsible direction, starting with making a change in the current administration. I have tried to provide constructive feedback, set up achievable action plans and question decisions that I thought were not in the best interest of the town and have been met with hostility and silence. The Board needs to send a strong message to residents that they are listening to concerns and addressing them head on. I do not feel that is possible with the current leadership in administration.

		Tele: 508-430-7513			Office of the Town Administrator		
		Fax: 508-432-5039			732 Main Street		
Town Of Harwich							
Harwich, MASSACHUSETTS 02645							
Name:	Christopher Clark						
Job Title:	Town Administrator		Classification:	Contract			
Administrator:	Christopher Clark			**Town Manager Evaluation**			
Department:	Town Administrator						
Anniversary Date:	12/27/13		Evaluation date:	5/12/19			
Key for Performance evaluations:							
EX: Exceptional							
Performance far exceeds expectations due to exceptionally high quality of work performed in all essential areas of responsibility.							
EE: Exceeds Expectations							
Performance consistently exceeded expectations in all essential areas of responsibility and the quality of work overall was excellent. resulting in an overall quality of work that was superior.							
ME: Meets Expectations							
Performance consistently met expectations in all essential areas of responsibility at times possibly exceeding expectations and the quality of work overall was very good.							
IN: Improvement Needed							
Performance did not consistently meet expectations or performance failed to meet expectations in one or more essential areas of responsibility.							
UN: Unsatisfactory							
Performance was consistently below expectations in the most essential areas of responsibility and/or reasonable progress towards critical goals was not made. Significant improvement is needed in one or more important areas.							
A. Last Evaluation's Goals: (if applicable) 40 points total							
	Goal:			Rating:		Points:	Comments:
Available points per section:		1	2	3	4	5	
1-Assess Town Wide IT & move to a consolidated plan		UN	IN	ME	EE	EX	3
2- Fill Assistant Town Administrator with one skill focus		UN	IN	ME	EE	EX	1
3- Improve financial analysis to include all revenues and expenses of Depts.		UN	IN	ME	EE	EX	3
4-Look at efficiencies & priorities to keep budget to 2.5%		UN	IN	ME	EE	EX	1
5- Develop a staff/consultant to assist with Wastewater plan implementation		UN	IN	ME	EE	EX	3
6-Work with CDM Smith to implement Phase II of Wastewater Plan		UN	IN	ME	EE	EX	3
7-Work with HCT on Cold Brook Project & to remove properties from Wastewater		UN	IN	ME	EE	EX	4

8- Collective Bargaining with three unions	UN	IN	ME	EE	EX	1			
9- Develop FY20 Operating & Capital Budget with 2 1/2	UN	IN	ME	EE	EX	1			
Total						20			
B. Job Success Factors:									
(45 points total)									
1. Problem Solving/Decision Making: (5 points)						Rating:		Points:	Comments:
Anticipates, Identifies, & prevents problems, involves others in seeking solutions. Makes clear and consistent decisions, acts with integrity in all decision making and makes timely decisions.	1	2	3	4	5				
	UN	IN	ME	EE	EX		1		
2. Strategic planning and organizing: (5 points)									
Aligns priorities with broader goals, measures outcomes, uses feedback to change as needed, evaluates alternatives, solutions oriented, develops realistic plans, meets deadlines & follows through	1	2	3	4	5				
	UN	IN	ME	EE	EX		3		
3. Communication: (5 points)									
Connects with peers, subordinates and public, actively listens, clearly and effectively shares information, demonstrates effective oral and written communication skills. Seeks to clarify and confirm the accuracy of understanding of vague terms and instructions	1	2	3	4	5				
	UN	IN	ME	EE	EX		1		
4. Leadership: (5 points)									
Accepts responsibility for own work, develops trust and credibility, demonstrates honest and ethical behavior, engages the talents, experiences, and capabilities of others. Results-oriented and desire to excel in job	1	2	3	4	5				
	UN	IN	ME	EE	EX		2		
5. Teamwork: (5 points)									
Successfully works with others to achieve desired results, contributes to team projects, exchange ideas and opinions, helps prevent, resolve conflicts, develops positive working relationships and is flexible, open-minded promoting mutual respect for all	1	2	3	4	5				
	UN	IN	ME	EE	EX		1		

										Points:	4.5	
C: Miscellaneous: (4 points total)	Has the Town Administrator come up with any cost saving ideas/solutions? (1 poi						Points:	0				
	Has the Town Administrator obtained any grants/Gifts? (1 point)						Points:	1				
	Has the Town Administrator been able to "turn back" any funds? (1 point)						Points:	1				
	Has the Town Administrator obtained letters of commendation? (1 point)						Points:	1				
Overall rating: (100 total possible points)	UN	IN	ME	EE	EX		Total points:	42.5				
Professional Development Plan/Comments:												
Signatures:	Town Administrator Name: <u>Christopher Clark</u>						Town Administrator Signature : _____ Date: _____					
	<input type="checkbox"/> My signature also indicates that I have received a copy of this evaluation											
	<input checked="" type="checkbox"/> I would like to include comments regarding my evaluation.											
Select person: <u>Michael MacAskill</u>						Date: <u>5/12/2019</u>						
Chair: _____						Date: _____						

Goals – From Last Evaluation – Julie Kavanagh

1. CDM/Wastewater – Phase 2

TA worked with CDM to bring phase 2 design and improvements to accessibility of documents through BOH and Water Department in keeping with the overall schedule.

2. Assess Town Wide IT & move to a consolidated plan:

Per BOS discussion TA worked with the County to obtain services to assess IT issues and required improvements. This process took longer than expected due to the County's schedule but was helpful. However, IT improvements continue to be a major issue for the Town and monies should continue to be dedicated to improvement.

3. Fill ATA Position – The position was filled and having served on the search committee it was unfortunate the selected candidate did not work out. The process was revisited, and a new ATA has been hired.

4. Keep Budget to 2.5% - This was accomplished but override for Lower County Road was not successful.

5. Develop Staff/Consultant to assist Wastewater Plan Implementation – the RFP was issued, and a consultant was identified. The overall outcome will need to be overseen in the coming months.

6. Improve Financial Analysis – this is an ongoing endeavor to provide the BOS with better financial tools and assessments. The Finance Director has been an incredible asset with the improved information, oversight and details.

7. Improve Employee Retention – The TA worked directly with employees when he was informed of the possibility of their departure to other towns. In addition the compensation review, assisted by the acting ATA, has been helpful in improving compensation to better retain employees.

8. Housing Trust & Identification of Housing Parcels – the TA is serving on the On the Housing Trust, which is an additional responsibility. He has worked closely with the Board and has been helpful in reviewing and selecting parcels for feasibility studies to assist in developing housing options in Town. This is in addition to his role on various other Boards, including CC health care, which are time consuming efforts.

1. Problem Solving/Decision Making:

TA has the ability to address various issues in Town to determine if other solutions are available.

2. Strategic Planning & Organizing:

TA develops plans but also leaves options for flexibility if required. He has been helpful with DHY initiative, Housing Trust implantation and coordination, identifying strategies to reduce health care costs. There are other items the TA should vet further through Town Counsel in order to ensure there are not mitigating circumstances, such as the pet cemetery initiative. A uniform process for any major new initiatives by Departments should be developed.

3. Communication:

The TA does work effectively with many parties within and outside of our community. He has developed various partnerships and affiliations that are helpful for the Town. However, the TA needs to improve overall daily communication with BOS, taxpayers and departments by responding more quickly to email and phone calls. The overall staffing of the TA's office has been an issue so this has not been an easy time for the TA or staff. The hiring of a new ATA should also assist with improved communication.

4. Leadership:

The TA accepts responsibility for his work and is also willing to acknowledge shortcomings. He acts in an ethical manner and has regulatory knowledge to assist in guiding departments and the BOS effectively. The TA has received various compliments from Dept. heads, along with outside agencies for working closely to assist them in their endeavors. At times I believe the TA does not get the appropriate recognition on some of these matters from the BOS.

5. Teamwork:

Teamwork is reflected in leadership skills above.

6. Customer Orientation

The TA works to assist the taxpayers, the BOS and the various departments in Town to identify and respond to needs. The need to limit spending on additional infrastructure items for the next few years is necessary. The TA will need to work hard on reducing spending in the next few years due to impending wastewater debt/spending.

7. Productivity:

The TA has a heavy workload, which will hopefully decrease with the hiring of a new ATA. He attends multiple meetings, conferences, regional wastewater meetings, healthcare and MMA meetings etc. He manages responsibilities and usually reprioritizes to address the most pending issues. Increased delegation by the TA would help to lessen his workload & allow a better time frame for completing tasks. Despite the lack of an ATA for quite some time he manages to complete many tasks on time. Improvement is needed in the budget process and preparation for Town Meeting warrant.

8. Quality:

The TA is reliable and has many different priorities from the BOS and the overall needs of the Town. The BOS should work collectively in identifying quarterly goals to review with the TA. The BOS should work as a Unit to reduce the number of varying requests for information, so the direction is clear and evident to the TA and staff.

Tele: 508-430-7513
 Fax: 508-432-5039

Office of the Town Administrator
 732 Main Street

Town Of Harwich

Harwich, MASSACHUSETTS 02645

Name:	Christopher Clark		
Job Title:	Town Administrator	Classification:	Contract
Administrator:	Christopher Clark		
Department:	Town Administrator		
Anniversary Date:	12/27/2013	Evaluation date:	5/16/2019

Town Manager Evaluation

Key for Performance evaluations:

EX: Exceptional

Performance far exceeds expectations due to exceptionally high quality of work performed in all essential areas of responsibility.

EE: Exceeds Expectations

Performance consistently exceeded expectations in all essential areas of responsibility and the quality of work overall was excellent. resulting in an overall quality of work that was superior.

ME: Meets Expectations

Performance consistently met expectations in all essential areas of responsibility at times possibly exceeding expectations and the quality of work overall was very good.

IN: Improvement Needed

Performance did not consistently meet expectations or performance failed to meet expectations in one or more essential areas of responsibility.

UN: Unsatisfactory

Performance was consistently below expectations in the most essential areas of responsibility and/or reasonable progress towards critical goals was not made. Significant improvement is needed in one or more important areas.

A. Last Evaluation's Goals: (if applicable) 40 points total

Goal:	Rating:					Points:	Comments:
	1	2	3	4	5		
Available points per section:							
CDM/Wastwater Phase 2 - work to assist	UN	IN	ME	EE	EX	4	
Town Wide IT Assessment	UN	IN	ME	EE	EX	4	
Fill ATA Position	UN	IN	ME	EE	EX	4	
Keep Budget to 2.5	UN	IN	ME	EE	EX	5	
Develop Staff/Consultant to assist Wastewater Plan Implementation	UN	IN	ME	EE	EX	4	
Improve Financial Anaylsis - Dept. Revenue/Depts	UN	IN	ME	EE	EX	5	
Improve Employee Rentention	UN	IN	ME	EE	EX	4	
Housing Trust - Identify parcels for feasibility studies	UN	IN	ME	EE	EX	5	

B. Job Success Factors:
(45 points total)

1. Problem Solving/Decision Making: (5 points)

Anticipates, Identifies, & prevents problems, involves others in seeking solutions. Makes clear and consistent decisions, acts with integrity in all decision making and makes timely decisions.

Rating:					Points:	Comments:
1	2	3	4	5		
UN	IN	ME	EE	EX	4	

2. Strategic planning and organizing: (5 points)

Aligns priorities with broader goals, measures outcomes, uses feedback to change as needed, evaluates alternatives, solutions oriented, develops realistic plans, meets deadlines & follows through

Rating:					Points:	Comments:
1	2	3	4	5		
UN	IN	ME	EE	EX	4	

3. Communication: (5 points)

Connects with peers, subordinates and public, actively listens, clearly and effectively shares information, demonstrates effective oral and written communication skills. Seeks to clarify and confirm the accuracy of understanding of vague terms and instructions

Rating:					Points:	Comments:
1	2	3	4	5		
UN	IN	ME	EE	EX	3	

4. Leadership: (5 points)

Accepts responsibility for own work, develops trust and credibility, demonstrates honest and ethical behavior, engages the talents, experiences, and capabilities of others. Results-oriented and desire to excel in job

Rating:					Points:	Comments:
1	2	3	4	5		
UN	IN	ME	EE	EX	4	

5. Teamwork: (5 points)

Successfully works with others to achieve desired results, contributes to team projects, exchange ideas and opinions, helps prevent, resolve conflicts, develops positive working relationships and is flexible, open-minded promoting mutual respect for all

Rating:					Points:	Comments:
1	2	3	4	5		
UN	IN	ME	EE	EX	5	

6. Customer Orientation: (5 points)

Listens, identifies, and responds quickly and effectively to internal and external customers' needs and sets work activities accordingly; goes beyond what is expected and

Rating:					Points:	Comments:
1	2	3	4	5		
UN	IN	ME	EE	EX	4	

follows up to ensure customer satisfaction

7. Productivity: (5 Points)

Maintains fair workload; takes on additional responsibilities as needed; manages priorities; develops and follows work procedures; completes assignments on time and to specifications

Rating:					Points:	Comments: reduced staff available
1	2	3	4	5		
UN	IN	ME	EE	EX	5	

8. Quality: (5 Points)

Demonstrates accuracy, thoroughness, and reliability; manages time and priorities; develops and follows work procedures

Rating:					Points:	Comments:
1	2	3	4	5		
UN	IN	ME	EE	EX	4	

9. Department specific competency: (5 Points)

municipal finance

municipal finance	Rating:					Points:	Comments:
	UN	IN	ME	EE	EX	4	
	1	2	3	4	5		

Complaint Letters:

0 letters: (1 point)	# of inc	Points	Dept Avg: (1 point)	Points	Average
1 letter: (-1 point)	#		(0 point)		
2 letters: (-2 points)	#		(-1 point)		
More than 2 letters: (-3 points)	#				
					Points: 1

Future Goals and Objectives: (9 points)

<p>Please list 9 goals & objectives for the following year, 6 attainable goals, 2 possible goals & 1 "if time permits" goal</p> <ol style="list-style-type: none"> 1. Review permitting/license fees to increase revenue 2. Develop housing initiative on one of Housing Trust parcels identified 3. Bring short term rental tax increase (2%) to Town Meeting to taxpayers for vote 4. Revise warrant process to be finalized in entirety by March and all warrant language complete 5. Improve time line for budget analysis by BOS & Finance Committee 6. Develop an HR position or dedicate to ATA - "possible" 7. Obtain AAA bond rating - "Possible" 8. Improve procurement process 9. Provide ATA with municipal financing education - "if time permits" 	Points: 9
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C: Miscellaneous: (4 points total)

Has the Town Administrator come up with any cost saving ideas/solutions? (1 point)	Points: 1
Has the Town Administrator obtained any grants/Gifts? (1 point)	Points: 1

Has the Town Administrator been able to "turn back" any funds? (1 point)	Points:	1
Has the Town Administrator obtained letters of commendation? (1 point)	Points:	1

Overall rating:
(100 total possible points)

UN	IN	ME	EE	EX
----	----	----	----	----

Total points:	86
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Professional Development Plan/Comments:

Signatures:

Town Administrator Name: Christopher Clark

Town Administrator Signature : _____ Date: _____

My signature also indicates that I have received a copy of this evaluation

I would like to include comments regarding my evaluation.

Selectperson: Julie Kavanagh

5/16/2019

Chair: Julie Kavanagh

5/16/2019



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

Harwich Sewer Collection System – Phase 2 Progress Report No. 22 Services from March 17, 2019 to April 13, 2019

- CDM Smith costs incurred during this period are \$85,478.80
- Previously, CDM Smith invoiced the Town \$1,615,549.66
- This invoice (No. 22) will bring the total invoiced amount up to \$1,701,028.46
- The total contract amount is \$2,020,000 per the agreement dated June 2, 2017
- Contract balance remaining is \$318,971.54

CDM Smith Activities During This Reporting Period

1. Continued refinement of detailed final design and checking of drawings and specifications for the Phase 2 collection system, Contract Nos. 1 and 2.
2. Continued detailed final design and checking of the seven proposed pumping stations including civil/site, mechanical, electrical, structural, architectural, HVAC and instrumentation.
3. Prepared renderings of three of the pumping station sites and provided them to the Town.
4. Continued coordination with Harwich Building Commissioner regarding pumping station zoning variances and process for approval.
5. Continued coordination with Harwich DPW Director on paving requirements for the Phase 2 projects.
6. Continued coordination with MassDEP on review of the SRF submittal documents.
7. Prepared for and attended Board of Selectmen's meeting on March 18, 2019 to review project status and answer questions on pumping station types.
8. Prepared for and attended monthly Progress Meeting with the Town on April 3, 2019.
9. Attended coordination meeting with Harwich and Chatham officials on April 3, 2019.





Harwich Sewer Collection System – Phase 2
Progress Report No. 22
April 29, 2019
Page 2

Work Planned During Next Invoice Period

1. Continue refinement and checking of design drawings and specifications for pipelines and pumping stations in preparation for bidding. Contract No. 1 scheduled to advertise for bidding on May 8, 2019.
2. Continue redesign of Church Street North pumping station (Contract No. 2) to convert to a suction lift type station. Conversion from 90 percent designed submersible type station directed by the Town on April 3, 2019.
3. Address MassDEP SRF review comments on Contract No. 1 received on April 23, 2019.
4. Coordinate with MassDEP to obtain approval from them to advertise Contract No. 1 for bidding.
5. Coordinate with Building Commissioner, Town Counsel and Zoning Board to obtain appropriate zoning variances for pumping stations prior to contract award.
6. Attend monthly coordination meeting with Harwich and Chatham officials (scheduled for May 22, 2019).
7. Conduct monthly Progress Meetings with the Town as needed.



HARWICHPolice

DEPARTMENT

183 Sisson Road, Harwich, MA 02645

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



DAVID J. GUILLEMETTE
Chief of Police

KEVIN M. CONSIDINE
Deputy Chief

WEEKLY ACTIVITY REPORT FOR WEEK OF 5/5/19 THROUGH 5/11/19

PATROL

- 337 Calls and patrol-initiated activity logged
 - 7 Arrests
 - 1 Protective Custody (alcohol)

- 38 Traffic Enforcement Assignments completed

- 40 motor vehicle stops resulting in:
 - 21 Verbal warnings
 - 18 Written warnings
 - 1 Investigation

- 5 Motor vehicle accidents investigated

COMMUNITY POLICING / SRO

- School walk through at elementary school

Cape Regional Law Enforcement Council

- HPD members of regional SWAT participated in active threat drill involving Hy-Line ferry