

SELECTMEN'S MEETING AGENDA*

Donn B. Griffin Room, Town Hall

732 Main Street, Harwich, MA

Executive Session 6:15 P.M.

Regular Meeting 6:30 P.M.

Tuesday, January 22, 2019

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

- I. **CALL TO ORDER**
- II. **EXECUTIVE SESSION** – Pursuant to 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
- III. **PLEDGE OF ALLEGIANCE**
- IV. **WEEKLY BRIEFING**
- V. **PUBLIC COMMENTS/ANNOUNCEMENTS** – Wastewater Committee update/Sharon Pflieger
- VI. **CONSENT AGENDA**
 - A. Accept the resignation of Patricia Stackhouse as a member of the Harwich Center Initiative
 - B. Approve the request to hold the annual Free Summer Concert Series at Brooks Park in July 2019 sponsored by the Arts Foundation of Cape Cod
 - C. Appoint Mary Maslowski as the Planning Board's representative to the Community Preservation Committee per the request of the Planning Board
 - D. Approve the application for the Annual Dave Birtwell Memorial Rememberly Walk/Run at Brooks Park on Saturday, May 11, 2019 and waiver of the fees associated with the permits for the event
 - E. Confirm the appointment of Robert C. Lawton, Jr. as Interim Assistant Town Administrator
 - F. Approve the use of the Caleb Chase Fund in the amount of \$431.91 to The Oil Express and \$268.09 to Eversource
- VII. **PUBLIC HEARINGS/PRESENTATIONS** (*Not earlier than 6:30 P.M.*)
- VIII. **NEW BUSINESS**
 - A. Request for Proposals for the Saquatucket Marina Snack Shack – *discussion*
 - B. Request for use of Sick Bank – Police Department
- IX. **CONTRACTS**
- X. **OLD BUSINESS**
 - A. Barnstable County IT Assessment Update
 - B. Animal Control Update – Chief Guillemette
 - C. Pet Burial Grounds Update – Robbin Kelley
 - D. Notice of changes to the proposed Land Use Control Regulation – *Adopt as part of the new Sewer Use Regulations*
- XI. **TOWN ADMINISTRATOR'S REPORT**
 - A. Memorandum of Agreement between Town and Harwich Conservation Trust for the Cold Brook Restoration Project
 - B. Assistant Town Administrator Job Description
 - C. Additional Liquor License Legislation Update – The Cape Sea Grille
 - D. Departmental Reports
- XII. **SELECTMEN'S REPORT**
- XIII. **ADJOURNMENT**

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

Authorized Posting Officer:

Posted by: _____
Town Clerk

Sandra Robinson, Admin. Secretary

Date: _____
January 17, 2019

January 11, 2019

Board of Selectmen
Town of Harwich, MA
Att: Don Howell
Michael Mac Askill



This notification to inform you that I want to resign from the Harwich Center Initiative Committee.

The reasons are stated in my letter of December 27, 2018.

Thank you for your consideration of my request.

Cordially,

Patricia C. Stackhouse



*Harwich Youth Services Committee
Town of Harwich 728 Main Street
Harwich, MA 02645*

January 11, 2019

TO: Harwich Board of Selectmen
FROM: Sheila House, Harwich Youth Services
RE: Summer Concerts in Brooks Park

Dear Board of Selectmen;

I am writing to ask for your annual blessing and consent for the use of Brooks Park for the FREE Summer Concert Series, scheduled for 4 Mondays in July from 6:00-7:30 p.m.

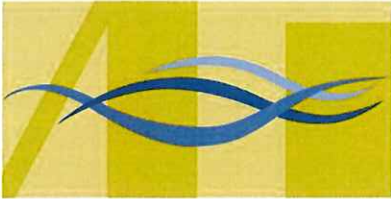
This will be the 14th summer that the Arts Foundation of Cape Cod has brought the best of local musical talent to towns around the Cape and it has been extremely popular for both locals and visitors to the Cape.

Thank you for your consideration to this request.

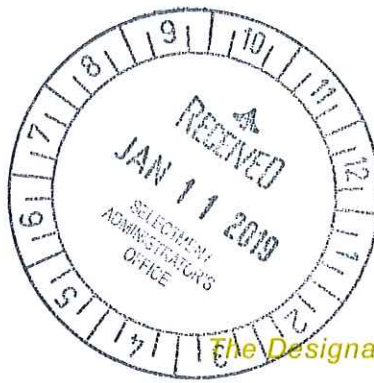
Best,

Sheila House

Sheila House, MS, LMHC
Harwich Youth Services Committee/Harwich Youth Counselor
(508) 430-7836



**ARTS FOUNDATION
OF CAPE COD**



Tel: 508-362-0066

Fax: 508-362-6688

info@artsfoundation.org

www.artsfoundation.org

The Designated Local Arts Agency for Barnstable County

January 10, 2019

Sheila House
Harwich Youth and Family Services
728 Main Street
Harwich, MA 2645

Dear Sheila,

This is a letter of agreement between the Harwich Youth and Family Services ("Venue") and the Arts Foundation of Cape Cod ("AFCC") for the **2018 TD Bank Summer Concert Series** (must be referred to as such). The concert series consists of four (4) weekly concerts on July 1, July 8, July 15, and July 22. Concerts will be 6:00 pm to 7:30 pm at Brooks Park. Concerts will be free and open to the public. Concerts shall be in good taste and family oriented.

1. AFCC will exclusively select and hire one or more artists for each of the four (4) weekly concerts. Payment will be made by an AFCC representative to performers upon completion of each show.
2. AFCC will design and produce posters and flyers for the summer concert series, to be delivered to venue two weeks prior to the first concert of the season.
3. Venue will distribute the AFCC designed concert posters widely for maximum publicity. Venue may, and is encouraged to, reproduce and distribute the AFCC concert poster, in its original, unaltered form, at concerts throughout the summer.
4. AFCC will feature concert listings on its website and in other media at AFCC's discretion.
5. Venue will allow AFCC to display the TD Bank Banner, the Cape Cod Broadcasting Banner and AFCC signage prominently at each concert, from 5:00 pm to 9:00 pm. The AFCC reserves the right to add additional sponsor banners as necessary if additional supporting sponsors are obtained. Banners will be provided by the AFCC.
6. Only a designated representative from AFCC may make welcome remarks at concerts to promote the AFCC and the Harwich Youth and Family Services. A TD Bank representative may also be given the opportunity to speak.
7. AFCC reserves the right to distribute additional promotional material to the audience at each concert and ask for contributions to the AFCC's grants and scholarship programs.
8. Concerts may be canceled due to inclement weather at the sole discretion of AFCC. There will be no rain dates.
9. AFCC reserves the right to acquire sponsors for both the overall event and the individual performances. Venue shall not acquire any sponsors nor display any signage at the concerts.
10. Venue will be solely responsible for obtaining all licenses and permits, and expenses related thereto, as may be required to present this program of four (4) live performances on the stage at Brooks Park.
11. This Agreement contains the entire contract between the parties, and may not be modified or amended except by agreement in writing executed by the parties.

Thank you very much for your participation in the 2019 TD Bank Summer Concert Series. Please sign and return of this letter to the Arts Foundation of Cape Cod.

AGREED AND ACCEPTED:

Arts Foundation of Cape Cod



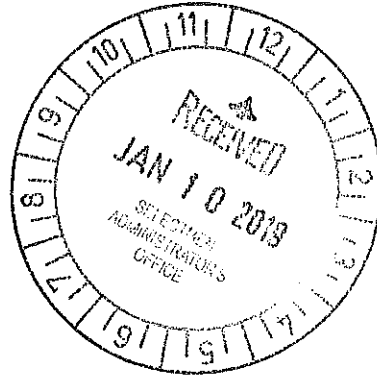
Venue Representative

PLANNING BOARD • 732 Main Street, Harwich, MA 02645

508-430-7511 fax: 508-430-4703

January 9, 2019

To: Harwich Board of Selectmen
Cc: Mary Maslowski
From: Harwich Planning Board
Re: Community Preservation Committee Representative



Please know that at the January 8, 2019 Harwich Planning Board Meeting, the Board voted unanimously to recommend Mary Maslowski as the Planning Board representative to the Community Preservation Committee (CPC) to fill the vacancy left by the resignation of James Atkinson.

Ms. Maslowski currently serves on the Committee as the representative from the Housing Committee and she fully understands that if she is appointed by the Board of Selectmen as the representative from the Planning Board that she would immediately resign as the Housing Committee representative to the CPC.



Alzheimer's Family Support Center

Created by caregivers for caregivers

2095 Main Street
Brewster, MA 02631
www.alzheimerscapecod.org

January 11, 2019

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

Dear Chairman Kavanagh,

This letter is to request permission for the Annual Dave Birtwell Memorial Rememberly Walk/Run at Brooks Park on Saturday, May 11, 2019. The application for license/permit is attached.

This event is held to raise money for the Alzheimer's Family Support Center of Cape Cod. The AFSC is a non-profit organization which offers free support to individuals and families living with Alzheimer's and other dementia-related diseases.

We are also requesting a waiver of fees associated with permits for the event, specifically the \$55 Express Building Permit Application Fee for the tent. A copy of our tax-exempt letter is enclosed.

If you have questions, please contact me at cell 774 722-5739, email:
rcb13@verizon.net.

Sincerely,

Pat Bertschy, Outreach Coordinator
Alzheimer's Family Support Center

Enclosures:

Application for License/Permit

Non-Profit letter

asteidel@town.harwich.ma.us

2019



OFFICE OF THE SELECTMEN
732 MAIN STREET
HARWICH, MA 02645
Telephone: (508) 430-7513

FORM #7

APPLICATION FOR LICENSE/PERMIT

PLEASE CHECK

ROAD RACE

CRAFT FAIR

WALK/PICNIC

OTHER

IN ACCORDANCE WITH THE PROVISIONS OF THE STATUTES RELATING THERETO, APPLICATION AS STATED ABOVE IS HEREBY MADE BY:

NAME OF BUSINESS Alzheimer's Family Support Center of Cape PHONE 508 896-5170

BUSINESS ADDRESS 2095 MAIN ST., BREWSTER, MA. 02631

MAILING ADDRESS same

PLEASE STATE THE PURPOSE FOR WHICH LICENSE/PERMIT IS REQUESTED DAVE BIRTWELL

Annual Memorial Walk for ALZHEIMER'S. FUNDRAISER AND Community Celebration for the Alzheimer's Family Support Center's free services to families and individuals living with Alzheimer's disease

DESCRIPTION OF ROAD RACE/CRAFT FAIR/OTHER EVENT TO BE LICENSED, PLEASE LIST DATE, TIME, LOCATION/ROUTE, ETC.

DATE Saturday, May 11, 2019

TIME set up 9AM; WALK EVENTS 11AM - 3PM

ROUTE/LOCATION BROOKS PARK. BIKE TRAIL - START AT OAK ST. CROSS RT. 39 (WITH HARWICH POLICE) TO DEPOT RD., RETURN TO BROOKS PARK

(please use reverse side if necessary)

Patricia Bertschy
Signature of Applicant

OUTREACH COORDINATOR
Title

Social Security Number of Federal Identification Number

45-5545397
Tax Exempt ID (for non-profit organizations)

Signature of Individual or Corporate Name

By Corporate Officer (if applicable)

*****REGULATORY COMPLIANCE FORM*****

THE EVENT(S) TO BE LICENSED AS DESCRIBED HEREBIN HAVE BEEN REVIEWED AND APPROVED BY:

[Signature] 1/15/19
Police Department Date

[Signature] 1/4/19
Building Commissioner Date

Recreation & Youth Commission Date

[Signature] 1-11-19
Board of Health Date

[Signature] 1/15/19
Fire Department Date

***Required signatures are to be obtained by the Applicant prior to submission of application with the Selectmen's Office.

For Office Use Only

FEE _____ CASH _____ CHECK _____

FOR _____

REVIEWED BY _____


DATE LICENSE ISSUED _____

*****REGULATORY COMPLIANCE FORM*****

THE EVENT(S) TO BE LICENSED AS DESCRIBED HEREIN HAVE BEEN REVIEWED AND APPROVED BY:

Police Department Date

Building Commissioner Date

 1/12/19

Recreation & Youth Commission Date

Board of Health Date

Fire Department Date

*****Required signatures are to be obtained by the Applicant prior to submission of application with the Selectmen's Office.**

For Office Use Only

FEE _____ CASH _____ CHECK _____

FOR _____

REVIEWED BY _____

DATE LICENSE ISSUED _____

Sandy Robinson

From: Raymond Chesley
Sent: Wednesday, January 16, 2019 10:49 AM
To: Sandy Robinson
Subject: Building Department Fee Waiver - Tent Permit

Sandy

Please ask the Board of Selectmen to consider waiving the Tent Permit Fee for the Annual Dave Birtwell Memorial Remembrance Walk/Run to be held May 11, 2019 at Brooks Park. The event is sponsored by the Alzheimer's Family Support Center a not for profit organization.

Ray Chesley
Building Commissioner

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUL 23 2013

ALZHEIMERS FAMILY CAREGIVER SUPPORT
CENTER INC
C/O MELANIE BRAVERMAN
2095 MAIN ST
BREWSTER, MA 02631

Employer Identification Number:
45-5545397

DLN:
17053067328023

Contact Person:
ERIC KAYE

ID# 31612

Contact Telephone Number:
(877) 829-5500

Accounting Period Ending:
December 31

Public Charity Status:
170(b)(1)(A)(vi)

Form 990 Required:
Yes

Effective Date of Exemption:
June 08, 2012

Contribution Deductibility:
Yes

Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.



Alzheimer's Family Support Center

Created by caregivers for caregivers

2095 Main Street
Brewster, MA 02631
www.alzheimerscapecod.org

January 9, 2019

Attn: Lee A. Ames
Harwich Recreation Department
100 Oak Street
Harwich, MA 02645

Dear Ms. Ames,

Re: Dave Birtwell Memorial Walk for Alzheimer's

This is to request a waiver of the Use of Facilities Fees and deposits for our event on May 11, 2019. We are a non-profit, 501 (c) (3) organization, the Alzheimer's Family Support Center of Cape Cod.

The event is the annual Dave Birtwell Memorial walk/run in memory of Dave Birtwell. The event is a fundraiser and community celebration for the free services offered by the Alzheimer's Family Support Center. The Center provides support services to families and individuals living with Alzheimer's and other dementia-related diseases on Cape Cod.

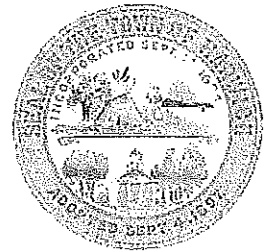
Thank you for your consideration. If questions, please call Pat Bertschy at 774 722-5739, of email at rcb13@verizon.net

Pat Bertschy, Outreach Coordinator
Alzheimer's Family Support Center

Harwich Recreation Department

Youth, Park, Beach, & Commission

2019



USE OF FACILITY FORM

DATE 1/10/19

LOCATION REQUEST

BEACH or PARK
 BROOKS PARK & GAZEBO
 BROOKS FIELD / COURT
 VETERAN'S MEMORIAL FIELD COMPLEX
 BASEBALL SOFTBALL MULTI
 SR MEMORIAL FIELD
 WHITEHOUSE FIELD
 J McPHEE SOCCER FIELD
 POTTER SOFTBALL FIELD
 NON-PROFIT Y / N

CONTACT PERSON Pat Bertschy ORGANIZATION Alzheimer's Family Support Center

MAILING ADDRESS [REDACTED] CITY, ST, ZIP BREWSTER, MA. 02631

EMAIL [REDACTED] CELL PHONE [REDACTED]

PURPOSE OF REQUEST DAVE BIRTWELL WALK FOR # OF ATTENDEES 200-300

DATE(S) REQUESTED* 5/11/19, Sat. The Alzheimer's Family Support Center

*ALL DATES ARE SUBJECT TO AVAILABILITY

HOURS OF USE 9am - 3pm AREA REQUESTED Brooks Park & Gazebo

SPECIAL REQUESTS OR NEEDS

- ❖ Use of temporary tents larger than 12x12' require location approval and a separate Town TRAY PERMIT
- ❖ Use of tent stakes over 8" requires ADDITIONAL PERMISSIONS
- ❖ Activities dispensing food to the PUBLIC requires Harwich Board of Health PERMIT
- ❖ Approval for temporary alcohol requires Town permits and approvals
- ❖ APPLICATION DEADLINE FOR FIELD USE FOR ANY YEAR IS FEBRUARY 15th

| USE | FEE | CAP | REFUNDABLE DEPOSIT | PAID |
|--|-----------------|-------|--------------------|-------|
| FIELD OR COURT USE - ONE GAME | \$20.00 | \$800 | \$50.00* | _____ |
| WHITEHOUSE FIELD USE - ONE GAME | \$50.00 | \$800 | \$50.00* | _____ |
| FIELD/WHF MULTI DAY USE | \$150/FIELD/DAY | | \$50.00-\$500** | _____ |
| PARK OR BEACH USE - FULL DAY, WEDDING, FAMILY FUNCTION, OR SPECIAL EVENT | \$150.00 | | \$50.00-\$500** | _____ |
| USE OF ELECTRICITY - PARKS | \$25/DAY | | \$50.00* | _____ |
| FIELD, PARK, BEACH USE - MULTI DAY EVENT | \$150.00/DAY | | \$50.00-\$500** | _____ |
| WHF LIGHT USAGE CHARGE/PER USE (BILLABLE IN 1/4 HOUR INCREMENTS) | \$65.00/HOUR | | \$500.00* | _____ |
| BEACH COOK FIRE | \$ 20.00 | | \$50.00* | _____ |

* < 100 people \$50 deposit required, > 100 people \$100 deposit required, > 200 people \$250 deposit required, > 500 people \$500 deposit required. DEPOSITS WILL BE REFUNDED AFTER A SITE INSPECTION HAS BEEN COMPLETED AND/OR APPLIED TO USE OF FACILITY INVOICES WITH ANY UNUSED BALANCE RETURNED

Initials pb

I HAVE READ THE ATTACHED RULES AND REGULATIONS REGARDING USE OF THIS RECREATION FACILITY AND AGREE THAT OUR ORGANIZATION WILL ABIDE BY THEM.

APPLICANT SIGNATURE: Pat Bertschy

TITLE Outreach Coordinator

BY: _____
RECREATION REPRESENTATIVE

DATE _____



Alzheimer's Family Support Center

2095 Main St. Brewster

(508) 896-5170

www.alzheimerscapecod.org alzheimerscapecod@gmail.com

The only local community-based non-profit providing free support to individuals and families living with Alzheimer's and dementia across Cape Cod

If you are one of the more than 10,000 Cape Codders caregiving for a family member, neighbor or friend with Alzheimer's or other dementia-related illnesses, we're here to help support you.

At the Alzheimer's Family Support Center (AFSC), we understand what a challenge caregiving can be because we've all been caregivers ourselves. We know that with timely support for the entire family, people with Alzheimer's can experience their best possible lives. **No family should have to navigate this journey alone.**

We can help you live better by providing an array of personalized services and counseling, from pre-diagnosis thru post-bereavement, all **free of charge.**

Our services are available in every town on Cape Cod, including:

- Support Groups
- Ongoing Phone Support
- Individual and Family Meetings and Supportive Counseling
- Personalized Care Planning and Consultation
- Insurance Consultation
- Community Education and Information
- Memory Screenings
- Entry to a Network of Partners and Care Providers
- Clearinghouse of Information and Referrals
- Outreach
- Dementia Training
- Cultural Events and Activities

"The Alzheimer's Family Support Center of Cape Cod is a life-line to families struggling with Alzheimer's and other forms of dementia. This is a disease poised, like a demon, to take out the Baby Boom Generation. The AFSC is an army of angels on the front lines, supporting families, caregivers and those with the disease, all at no cost. My family and I are honored to be associated with them."

- Greg O'Brien, author of "On Pluto: Inside the Mind of Alzheimer's"

For more information, please call us at 508-896-5170 or email support@alzcapecod.org. Go to www.alzheimerscapecod.org to see our schedule of free support groups and events. We welcome referrals, donations and community partnerships.

Until there's a cure, there's community...



Alzheimer's Family Support Center

Created by caregivers for caregivers
2095 Main Street, Brewster, MA 02631 www.alzheimerscapecod.org

2019 EVENT SCHEDULE

ALL EVENTS ARE FREE AND OPEN TO THE PUBLIC

For information, or to register, please call (508) 896-5170
or email support@capecodalz.org

- ❖ **Memory Screenings – Free, confidential appointments available in January at these locations:**
 - Dennis COA, Thursday, Jan. 17, 10 am – 12 pm (508) 385-5067
 - Brewster, Maplewood, Jan. 18, 11 am – 1pm (508) 896-5170
 - Harwich COA, Tuesday, Jan. 22, 1 pm – 3 pm (508) 430-7550
 - Truro COA, Thursday, Jan. 10, 12 pm – 2 pm (508) 487-2462

- ❖ **Savvy Caregiver Training; Six-week-long Caregiver training with respite care available.** Joint program with Elder Services of CC & I. Call 508 896-5170 to register.
 - Orleans, Mondays, Jan. 14 to March 4, 10 am – 12 pm
 - Hyannis, Neurologists of Cape Cod, 46 North St, Mondays, Jan. 7 – Feb. 11, 5 pm – 7 pm
 - Other sessions to be announced

- ❖ **Dave Birtwell 13th Annual Memorial Walk for Alzheimer's**
 - Harwich Brooks Park, Saturday, May 11th, 11 am – 3 pm
 - Walk, dance, eat, celebrate community to benefit the Alzheimer's Family Support Center

- ❖ **Men's Alzheimer's Monthly Coffee & Conversation Group**
 - Maplewood of Brewster, 3rd Thursday, 9:30 am -11 am
 - Laurentide at Mashpee Commons, 4th Wednesday, 11 am-12:30 pm

- ❖ **Art Fridays for People with Cognitive Loss and Their Caregivers**
 - **Every Friday at the Cape Cod Museum of Art in Dennis partnering with the Alzheimer's Family Support Center. Friday, 2:00 pm - 3:30 pm at the Art Museum. Questions: 508-385-4477**

- ❖ **Support Groups for caregivers and people with dementia.**
 - Offered in all 15 Cape towns. See listing on website: alzheimerscapecod.org/support-groups, or call office 508-896-5170.

- ❖ **Care Consultations with the Alzheimer's Family Support Center staff, for families living with dementia. Call 508-896-5170 to schedule an appointment.**
 - Bridges at Mashpee, Wednesdays 2 pm -4 pm
 - Seashore Point, Provincetown, 2nd & 4th Thursdays, 1 pm -3 pm
 - Atria in Falmouth, Wednesdays, 11 pm -1 pm
 - Spaulding Rehabilitation Hospital Cape Cod, Sandwich, 1st Wednesday, 5 pm - 7 pm
 - Alzheimer's Family Support Center, Brewster, Fridays, 12 pm -4 pm
 - Harbor Point, Centerville, as needed.

- ❖ **Re-Memorable Multigenerational Chorus of Cape Cod with Eastham Elementary School 4th and 5th Grade Students.**
 - Eastham Senior Center, 2nd & 3rd Wednesday of every month, 9:45 am-10:45 am. Chorus follows Nauset school calendar, and will not be held when schools are on break or have snow days.

- ❖ **Teepa Snow Seminar and Lecture: "*Positive Approaches to Living With Dementia*". Learn practical skills from this nationally recognized expert.**
 - Barnstable Performing Arts Center, Wednesday, June 26, 2019; 8:30 am - 4 pm. Sponsored by the Alzheimer's Family Support Center.

- ❖ **Upcoming Events, watch for dates:**
 - April -** Annual Celebratory Brunch
 - July -** Wine Tasting
 - August -** Cocktail Party – Cotuit Center for the Arts
 - September -** Arts event at the Fine Arts Work Center, Provincetown
 - October -** Annual Walk the Walk with the Alzheimer's Family Support Center, Provincetown

**EMPLOYMENT AGREEMENT
BETWEEN
TOWN OF HARWICH
AND
INTERIM ASSISTANT TOWN ADMINISTRATOR**

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 7th day of January, 2019, by and between the Town of Harwich, Commonwealth of Massachusetts, a municipal corporation, hereinafter called the "Town", acting by and through its Town Administrator, herinafter called "Town Administrator" and Robert C. Lawton Jr., hereinafter called "Interim Assistant Town Administrator".

Section I – Function and Duties of the Position

The Town hereby offers to employ said Robert C. Lawton Jr. as Interim Assistant Town Administrator of said Town, and the Interim Assistant Town Administrator accepts said offer. The Interim Assistant Town Administrator shall perform the duties specified in the job description entitled Assistant Town Administrator and in the Special Act, and other such duties as shall be from time to time legally assigned to him.

Section II – Term

This Agreement shall become effective January 7, 2019 and shall be in force and effect for a maximum of ninety (90) days, or until a new permanent Assistant Town Administrator is appointed and also may be terminated at any time by either party upon fifteen (15) days written notice. The Agreement shall be for a term ending on April 5, 2019, subject to the provisions noted herein.

Section III – Salary

The Town agrees to pay the Interim Assistant Town Administrator for services rendered under this Agreement \$500 per day. The Interim Assistant Town Administrator will devote time as determined by the Town Administrator (days can be changed by agreement of the Interim Assistant Town Administrator and Town Administrator) to the position. The Interim Assistant Town Administrator will attend meetings as required by the Town Administrator. Salary shall be payable in regular installments as other employees of the Town of Harwich are paid.

Section IV – Benefits

During the term of this employment, Robert C. Lawton Jr. shall not be entitled to vacation, sick leave, health insurance, or any other benefits from the Town of Harwich, and shall not make any claim for unemployment compensation upon expiration or termination of this Agreement.

Section V – Professional Development

A. The Town shall pay the Interim Assistant Town Administrator's registration, travel and subsistence expenses for educational courses, institutes and seminars that are necessary for the good of the Town, and approved by the Town Administrator in advance, subject to budget limitations.

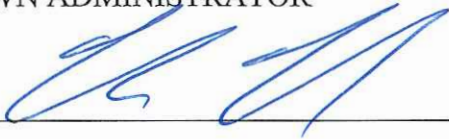
Section VI - Indemnification

- A. To the extent allowed under G.L. c. 258, the Town shall defend, save harmless and indemnify the Interim Assistant Town Administrator against any tort, professional liability, claim or demand, or other civil legal action, whether groundless or otherwise arising out of an alleged act or omission occurring in the performance of his duties as Interim Assistant Town Administrator, provided that the Interim Assistant Town Administrator has acted in good faith, without gross negligence or misconduct and within the authority of his position, even if said claim has been made following the expiration or termination of this Agreement. The Interim Assistant Town Administrator shall be indemnified in accordance with the provisions of Section 13 of Chapter 258 of the General Laws. The Interim Assistant Town Administrator agrees to promptly notify the Town of any such claim and to cooperate fully with Counsel designated by the Town to handle such claim. The Town may obtain such insurance to cover its obligations hereunder as it deems appropriate.
- B. This section shall survive the termination of this Agreement.

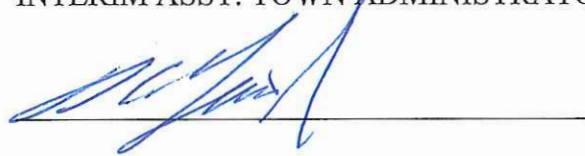
IN WITNESS WHEREOF, the Town of Harwich, Massachusetts, has caused this Agreement to be signed and executed on its behalf by its Board of Selectmen and duly attested by its Town Clerk, and the Interim Assistant Town Administrator has signed and executed this Agreement, both in duplicate, the day and first above written.

Approved this 7th day of January, 2019 by:

CHRISTOPHER CLARK
TOWN ADMINISTRATOR




ROBERT C. LAWTON
INTERIM ASST. TOWN ADMINISTRATOR



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

Memo

To: Chairman, Board of Selectmen
Via: Christopher Clark, Town Administrator
From: John C. Rendon, Harbormaster 
Date: January 16, 2019
Subject: Snack Shack – Request For Proposal

Request your review and approval of the attached Request for Proposal (RFP) that seeks proposals from persons, partnerships or corporations for the leasing of the Snack Shack at Saquatucket Municipal Marina; included as an enclosure to the RFP is a lease agreement that has been provided by town counsel. Upon approval of the RFP, it will be advertised per MGL Chapter 30B requirements. A selection committee will be convened to review proposals, and we hope to have the lease awarded on or before March 21, 2019.

Attachment (1) Snack Shack Request for Proposal

**TOWN OF HARWICH
REQUEST FOR PROPOSALS
SAQUATUCKET MUNICIPAL MARINA SNACK SHACK**

The Town of Harwich is seeking sealed proposals under Chapter 30B, Massachusetts General Laws, from persons, partnerships, or corporations in leasing the "Snack Shack" building at Saquatucket Municipal Marina. The Town Administrator seeks proposals, which shall ensure that food services are available at Saquatucket Municipal Marina from Memorial Day weekend through Columbus Day weekend. The length of the lease will be from May 15, 2019 through November 15, 2024, with an option for an additional five year term ending November 15, 2029 at the sole option of the Town.

Objective: To receive proposals which outline a plan for the operation of a Snack Shack for the sale of food, drinks, ice cream and seasonal sundry items (i.e. suntan lotion) at a reasonable rate with a fair and equitable return of payment to the Town of Harwich.

Request to Proposal Requirements: The proposal shall include all items in the RFP including price.

Minimum Proposal Requirements: Each person submitting a proposal requirement must meet each one of the requirements or their proposal shall be eliminated from consideration. Proposals may include more than the minimum requirements.

The following is a list of minimum requirements.

1. A resume of the person submitting the proposal with a special emphasis placed on food service experience. A minimum of two year's experience managing and operating a restaurant or concession stands with a gross income in excess of \$150,000.

2. A sample menu to include proposed prices. The menu must include at least the following:

Lobster Roll and Clam Chowder

Fried food: Onion rings, French-fries, fresh fish, fresh whole clams, fresh whole clam strips, fresh scallops, Chicken Fingers

From the grill: Hot dogs, ¼ lb. Hamburger, ¼ lb. Cheeseburger, Chicken, grilled cheese, bacon, sausage, eggs

Rolls or sandwiches: 3 types and bagels.

One Healthy/Low Calorie Option (vegetarian/salad)

Cold drinks: Cola products, bottles water, iced tea, iced coffee, lemonade (small/large).

Hot drinks: Coffee, decaf coffee, tea, hot chocolate (small/large).

Ice cream: at least two flavors (optional)

The above items must be available from the third weekend in June through Labor Day. A smaller menu may be offered during the pre and post season with prior approval from the Harbormaster.

3. Seasonal Sundry Items (a minimum): Suntan Lotion, Chap Stick, Hand Sanitizer, over-the-counter Aspirin, Motion Sickness medicine.
4. Lessee may petition the Board of Selectmen to allow the seasonal sale of Beer and Wine under the lease agreement for this property in a designated location per the attached site plan (encl 1).
5. Proposed schedule of days of operation: At a minimum, the Snack Shack shall be open weekends Memorial Day until the second weekend of June, seven days a week commencing on the third weekend of June through Labor Day Weekend and weekends commencing the weekend following Labor Day until Columbus Day.

The days of operation may be reduced with permission from the Harbormaster during the season due to inclement weather.

6. Proposed schedule of daily operation. The minimum hours of operation shall be:
 - 11 am - 5 pm, weekends Memorial Day until the 2nd weekend in June;
 - 7 am – 6 pm, 7 days per week from the 3rd weekend in June through June 30;
 - 7 am - 8 pm, 7 days per week from July 1 through Labor Day;
 - 11 am - 2 pm, weekends after Labor Day through Columbus Day weekend.

The daily operation of hours may be reduced with permission from the Harbormaster during the season due to inclement weather.

7. A list of equipment to be used in food preparation to include sizes and numbers of each piece of equipment.

8. The number of cash registers: Cash registers must be computerized to register the number of each item sold and amount of funds taken in on a daily basis; daily receipts will be subject to audit.
9. Plan of service: All persons submitting a proposal must submit the following:
 - a. Name of manager to be on the premises.
 - b. Total number of personnel to be employed to be broken down into number of counter personnel, fry cooks, and prep personnel.
 - c. Schedule of how many employees will be on at one time throughout the hours of operation for the period of the third week in June through Labor Day and for the pre and post season schedule.
 - d. A description of how you will provide fast food service and keep the leased area clean and presentable on a daily basis.
10. A detailed description of how you will account for all monies taken in from Snack Shack sales.
11. Each person submitting a proposal must state the amount of money the Town of Harwich will be paid on a yearly basis, using enclosure (2).
12. A financial statement must be provided to the Town for the period ending December of each year. The financial statement will be reviewed for the purpose of determining whether the terms of the offer are likely to be achieved.
13. For the first five years, offers shall include a minimum annual payment to the Town in the amount of 8 percent of the gross annual receipts or \$16,000, whichever is greater.
14. If the Town, at its sole discretion, grants an additional five year lease period, offers shall include a minimum annual payment to the Town in the amount of 9 percent of the gross annual receipts or \$18,000 whichever is greater.
15. Annual receipts will be subject to audit.
16. Any substantial improvements to the property that will be paid by the lessee.

Proposals meeting the minimum requirements will be ranked according to the following criteria:

1. The length and applicability of the applicant's prior food service experience.
 - a. Highly advantageous: 10 or more years operating and managing a restaurant or a seasonal concession stand.
 - b. Advantageous: 5 or more years operating and managing a restaurant or a seasonal concession stand.
 - c. Not advantageous: 2 - 5 years operating and managing a restaurant or a seasonal concession stand.

2. Management and adequacy of staff.
 - a. Highly advantageous: Manager is lessee, has 10 years of experience managing a concession stand or restaurant and is part of staff on premises during operation of the concession stand. Sufficient grille/fry cooks, counter and prep personnel to service the public without long waits.
 - b. Advantageous: Manager is lessee, has 5 years of experience managing a concession stand or restaurant and is part of the staff on premises during operation of the concession stand. Sufficient grille/fry cooks, counter and prep personnel to service the public without long waits.
 - c. Not advantageous: Manager is not lessee, has 2-5 years of experience managing a concession stand or restaurant and is part of the staff on the premises during operation of the concession stand. Sufficient grille/fry cooks, counter and prep personnel to service the public without long waits.

3. Quality of the proposal regarding price issues:
 - a. Highly advantageous: For the first five years, offers shall include an annual payment to the Town of 15 percent of the gross annual receipts or \$30,000 whichever is greater. For the last five years, offers shall include a minimum annual payment to the Town of 16 percent of the gross annual receipts or \$32,000 whichever is greater.
 - b. Advantageous: For the first five years, offers shall include an annual payment to the Town of 10 percent of the gross annual receipts or \$20,000 whichever is greater. For the last five years, offers shall include a

minimum annual payment of 11 percent of the gross annual receipts or \$22,000 whichever is greater.

- c. Not advantageous: For the first five years, offers shall include an annual payment to the Town of 8 percent of the gross annual receipts or \$16,000 whichever is greater. For the last five years, offers shall include a minimum annual payment to the Town of 9 percent of the gross annual receipts or \$18,000 whichever is greater.

Rating of proposals. Each proposal will be rated as follows:

- a. Highly advantageous = 4 points
- b. Advantageous = 2 points
- c. Not advantageous = 0 points

Details for potential operators:

| | |
|-------------------------------|---|
| Electric service | 200 amp |
| Piped for Propane Gas Service | Lessee to obtain Service Provider |
| Building size | approx. 540 square feet |
| Fenced Outdoor Storage | approx. 200 square feet |
| Deck Area (outdoor seating) | approx. 600 square feet |
| Town provided Equipment | - 3 Bay Stainless Steel Sink - Cooking Exhaust w/ Ansul Fire Protection - Wall Mounted Hand Sink - Coiling Service Counter Door - Floor Grease Interceptor - Grease Tank |
| Equipment (lessee provided) | Cooking & Refrigeration Appliances, Food Prep Tables, Shelving, |
| Type of services | Paper (not Styrofoam) |

1. Lessee provided equipment is subject to town approval.
2. All food & equipment deliveries on site must be completed no later than 6:00 am daily due to parking and pedestrian demands.

Responsibility of Lessee:

1. Pumping grease pit twice annually (August 1 and November 1) and maintenance of septic pump unit (unless required to do more by the Board of Health).
2. Daily trash pickup and removal from leased area.

3. Provide (at least 6) picnic tables or similar outdoor tables and chairs.
4. Sufficient covered trash containers in area of order/pickup windows and picnic tables.
5. All plumbing repairs or replacements of pipes and fixtures.
6. All electric repairs or any new service needed for additional equipment.
7. Daily cleaning of the interior and exterior of the building.
8. Normal maintenance of the building to include replacement of screens, counter tops, shelves, and other portion of the inside of the building that needs repairing.
9. Utility Costs – Electric, Water, Phone

If the Lessee fails to keep the grounds and building in good repair and clean condition, the Town of Harwich, after written notice to the Lessee, can repair or clean the building or grounds and bill the Lessee for the work completed.

Requirements of the Town for the duration of the contract:

1. Provide two designated parking spaces for staff.
2. Annually fund Wireless Internet

Insurance:

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

- 1) General Liability of at least \$1,000,000 Occurrence/\$3,000,000 General Aggregate. The Municipality should be named as an "Additional Insured". Products and Completed Operations should be maintained for up to 3 years after the completion of the project.
- 2) Automobile Liability (applicable for any contractor who has an automobile operating exposure) of at least \$1,000,000 Bodily Injury and Property Damage per accident. The Municipality should be named as an "Additional Insured".
- 3) Workers' Compensation Insurance as required by law. Include Employers Liability Part B with a limit of \$1,000,000
- 4) Builders' Risk Property Coverage for the full insurable value. It should include "All Risk" insurance for physical loss or damage including theft.

(5) Property Coverage for materials and supplies being transported by the contractor, as the Town's Property Contract provides coverage for personal property within 1000 feet of the premises.

(6) Umbrella Liability of at least \$2,000,000/ occurrence, \$2,000,000/aggregate. The Municipality should be named as an Additional Insured.

(7) Architects and Engineers Professional Liability (applicable for any architects or engineers involved in the project) of at least \$1,000,000/occurrence, \$3,000,000 aggregate, if applicable.

Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured and which include a thirty day notice of cancellation to the Town.

Schedule:

Proposals are due on or before 2:00 p.m. on February 28, 2019.

Proposal award shall be on or before March 21, 2019.

Miscellaneous:

Successful proposer will be expected to adhere to all appropriate federal state and local regulations.

The successful proposer must provide a financial history for the last two years.

Acceptance of any proposal will be contingent upon execution of a lease agreement satisfactory to the Town. The Town reserves the right to reject any and all proposals if it is the interest of the Town to do so. The Town also reserves the right to waive any minor informality or omissions required by the Town and not by statute and may request vendors to provide supplementary information to assist in the evaluation.

Any questions, which arise during the preparation of the proposal, shall be addressed to the Town Administrator's Office.

Questions regarding this Request for Proposal should be sent in writing to the Harbormaster. Inspection of the premises shall be by appointment only by contacting the Harbormaster at (508) 430-7532 or by email jrendon@town.harwich.ma.us.

Enclosure: (1) Site Plan

(2) Price Proposal Form

(3) Certification of Good Faith

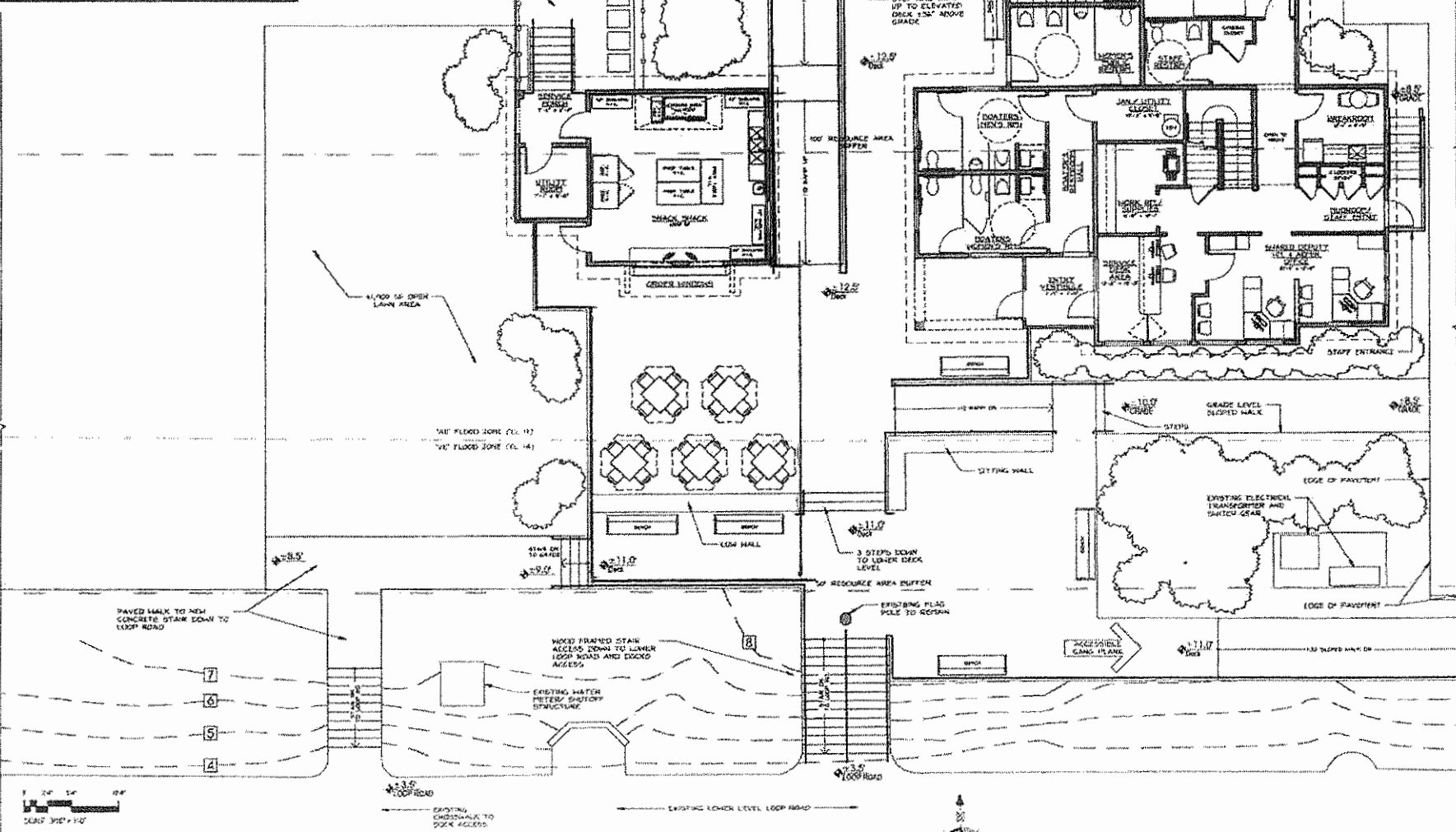
(4) Tax Compliance Certification

(5) Corporate Resolution

(6) Disclosure of Beneficial Interests

(7) Lease of Snack Shack

| | |
|---|------------|
| Harbormaster Building | |
| • MAIN LEVEL AREA | 12,140 GSF |
| • UPPER LEVEL AREA | 1,790 GSF |
| • TOTAL BUILDING AREA | 13,930 GSF |
| Snack Shack Building | |
| • TOTAL BUILDING AREA | 1560 GSF |
| Elevated Deck & Boardwalk | |
| • TOTAL AREA | 15,254 GSF |
| (INCLUDES OF ALL DECKS, STAIRS AND RAMPS @ HARBORMASTER & CAFE BUILDINGS AND ACCESS DOWN TO THE MARINA GANG PLANKS) | |



1 HARBORMASTER AND CAFE BUILDING PLANS

SCALE 1/8" = 1'-0"



| | |
|--|---|
| <p>BROWN RUDOLPH FERUCCIO & RISER ARCHITECTS, INC. 100 WASHINGTON ST., 10TH FLOOR BOSTON, MA 02108 TEL: 617.552.3300 FAX: 617.552.3301</p> | <p>SAGUATUCKET HARBOR LANDSIDE IMPROVEMENTS</p> |
| <p>FILE:</p> | <p>SNACK SHACK & HARBORMASTER PLANS</p> |
| <p>DATE ISSUED:</p> | <p>5.6.2013</p> |
| <p>DESIGNED BY:</p> | <p>185</p> |
| <p>DRAWING NO.</p> | <p>A3.0</p> |

ENCLOSURE (1)

PRICE PROPOSAL

The vendor agrees to pay the Town of Harwich annual lease payments in the following amounts.

FIRST FIVE YEARS OF CONTRACT

Annual Lease Payment

_____ PERCENT OF GROSS ANNUAL RECEIPTS OR
_____ DOLLARS (WHICHEVER IS GREATER)

OPTION PERIOD - YEARS FIVE TO TEN OF CONTRACT

Annual Lease Payment

_____ PERCENT OF GROSS ANNUAL RECEIPTS OR
_____ DOLLARS (WHICHEVER IS GREATER)

AUTHORIZATION

Authorized Signature of Bidder

Company Name

Typed Name

Street Address

Title

City, State Zip

Dated

Phone (or Toll Free) Number

This proposal must bear the written signature of the VENDOR or an authorized agent of the VENDOR bidding on this concession. If the VENDOR is a corporation or by a partner and the title of such officers must be stated on the attached Corporate Resolution Letter

Enclosure (2)

TOWN OF HARWICH

CERTIFICATION OF GOOD FAITH

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

Signature of individual submitting bid or proposal

Name of business

Address

Phone

Date

Enclosure (3)

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. CH. 62C&49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Authorized signature

Date

Name of person signing above (print)
Acknowledgment of Addendum(s)

Name of Business

Business Address

City/State/ Zip Code

Telephone Number

Enclosure (4)

CORPORATE RESOLUTION

Corporate Name
Address

I, _____, certify that I am (secretary)(clerk) of the above named corporation organized under the laws of Massachusetts, Federal Employer I.D. Number (# _____) engaged in business under the trade name of (_____), and that the following is a correct copy of resolutions adopted at a meeting of the Board of Directors of this corporation duly and properly called and held on (date, _____). These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

Be it resolved that, the Board of Directors hereby appoints (name, _____) to act as manager and principal representative in all matters relative to the operation and management of the Saquatucket Municipal Marina Snack Shack at 715 Main Street, Harwich Port, MA.

This resolution shall continue to have effect until the Directors make, amend, or repeal this resolution in whole or in part.

I certify that the board of Directors of this corporation has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the foregoing resolution and confer the powers granted to the person named who have full power and lawful authority to exercise the same.

In Witness Whereof, I have hereunto subscribed my name and affixed the seal of this corporation on:

Date

Attest by

Secretary

Enclosure (5)

Disclosure of Beneficial Interests in Real Property Transaction

This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Divisions of Capitol Planning and Operations, as required by M.G.L. c. 7, sec 40 J, prior to the conveyance of or execution of a lease for the real property described below. Attach additional sheets if necessary.

1. Public agency involved in this transaction: Town of Harwich

2. Complete legal description of the property:

The premises located at the Saquatucket Municipal Marina Snack Shack at 715 Main Street Harwich Port, for the purpose to operate a seasonal food and beverage service at said municipal marina that can serve the boating community and the general public for a sixty (60) month period, with a single sixty (60) month optional period.

3. Type of transaction: Lease or rental for five years with an additional five year option:

4. Lessor: Town of Harwich

Lessee(s): _____

5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. *Note: If a corporation has or will have a direct or indirect beneficial interest in the real property, the names of all stockholders must also be listed except that, if the stock of the corporation is listed for sale to the general public, the name of any person holding less than ten percent of the outstanding voting shares need not to be disclosed.*

Name

Address

(Continued on next page)

Enclosure (6)

5. Continued

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts except as noted below:

| Name | Title or position |
|-------|-------------------|
| _____ | _____ |
| _____ | _____ |

6. This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named in item 1. If this form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or additions to item 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Planning and Operations within 30 days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

TOWN OF HARWICH – LEASE OF SNACK SHACK

1. SUMMARY

DATE OF LEASE: _____, 2019

LESSOR: Town of Harwich (herein "Lessor" or "Town")

LANDLORD'S ADDRESS: Town of Harwich
732 Main Street
Harwich, MA 02645

LESSEE: _____ (herein "Lessee" or "Concessionaire")

LESSEE'S ADDRESS: _____

PREMISES: 540 sq/ft Building and site as detailed in the Request for Proposal

Saquatucket Municipal Marina
715 Main Street
Harwich Port, MA 02646

LEASE COMMENCEMENT DATE: May 15, 2019

2. TERM AND SCOPE OF SERVICES

The Lessee contract will be for an *initial* term commencing upon execution on or before _____, 2019 and terminating on _____, 2024 with one (1) option to renew up to five (5) years may be granted at the Town's sole discretion. Notice of the Lessee's desire to renew shall be submitted to the Town in writing no later than May 15, 2024. Pursuant to said contract, the Lessee, acting as an independent contractor, shall be responsible for the day to day operation of the food and beverage service. Lessee must comply with all conditions as detailed in the Request for Proposal.

3. PURPOSE

It is agreed and understood by and between the parties hereto that the lessee is leasing the demised premises for, and that said premises shall be used exclusively for the operation of a food and beverage concession facility upon the terms and conditions set forth herein.

4. EXCLUSIVITY

The Lessor, in consideration of the Lessee's within agreements and covenants, agrees:

- a. To permit the Lessee to have the exclusive use of all refrigeration, cooking, cooling, warming, preparing, storing, cleaning and servicing equipment contained within the premises. The maintenance and repair of said equipment shall be the sole responsibility of the Lessee.
- b. To permit the Lessee to have exclusive permission to sell candy, ice cream, food and beverages of all kinds, including alcoholic beverages (subject to the Lessee's acquisition and continued maintenance of appropriate licenses) in or on the leased premises.

Enclosure (7)

5. RENT

The lessee agrees to pay the Lessor an annual rent, payable as listed below.

a. Initial Term

Annual Payment:

_____ percent of the gross annual receipts OR

\$_____ dollars (whichever is greater)

b. Option Period, if exercised by the Lessor, Lessee further agrees to pay Lessor an annual rent in an amount as submitted below.

Annual Payment:

_____ percent of the gross annual receipts OR

\$_____ dollars (whichever is greater)

6. COORDINATION WITH TOWN, OPERATING HOURS

The minimum hours of operation shall be:

- 11 am - 5 pm, weekends Memorial Day until the 2nd weekend in June;
- 7 am – 6 pm, 7 days per week from the 3rd weekend in June through June 30;
- 7 am - 8 pm, 7 days per week from July 1 through Labor Day;
- 11 am - 2 pm, weekends after Labor Day through Columbus Day weekend.

The daily operation of hours may be reduced with permission from the Harbormaster during the season due to inclement weather.

7. FUNCTIONS AND SPECIAL EVENTS

The Lessee agrees and acknowledges that it will neither schedule, nor in any manner provide food and beverage service to any function or special event without first obtaining the prior approval of the Town.

8. MAINTENANCE

- a. The Lessee will be responsible for maintenance and minor repairs within the Snack Shack. Major or structural repairs shall be the responsibility of the Town. The Lessee shall also be responsible for interior cleaning, including the control of litter. All refuse shall be contained in the provided dumpster daily.
- b. The Lessee shall be solely responsible for maintaining the Snack Shack, Deck Area and Restrooms in a neat and clean condition, free of debris, and any other foreign matter, and in full compliance with all applicable federal and state laws, rules and regulations, including but not limited to, the State sanitary code, Board of Health regulations, building code, and fire prevention regulations.

9. UTILITIES

- a. Lessee shall arrange and pay for all utilities, with the exception of wireless internet provided by Lessor.

10. PERSONNEL

The Lessee agrees and represents that either its owner or a duly authorized manager, if any, must:

- a. Be present on the premises for no less than 48 hours per week during the season.
- b. Actively participate in the operation and management of the services permitted by this contract when present.
- c. Possess a minimum of 5 years experience in the operation and management of a food and beverage service.
- d. Be responsible for securing and maintaining all licenses necessary for the operation of the food and beverage service.

11. STAFF

- a. The Lessee in order to perform the above described duties, shall employ such staff as deemed necessary. Salary and wages for such employees are the responsibility of the Lessee under this contract. Any such employees shall be agents of the Lessee and not of the Town, and no additional compensation shall be provided by the Town to any employee.
- b. The Lessee must supply all staff and management with proper working attire.
- c. All staff and employees must be Safe Serve and TIPS Certified (if alcohol is served). Proper identification of TIPS certified personnel must be obtained through the Harwich Police Department.
- d. All employees are subject to CORI review.

12. INSURANCE

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

- 1) General Liability of at least \$1,000,000 Occurrence/\$3,000,000 General Aggregate. The Municipality should be named as an "Additional Insured". Products and Completed Operations should be maintained for up to 3 years after the completion of the project.
- 2) Automobile Liability (applicable for any contractor who has an automobile operating exposure) of at least \$1,000,000 Bodily Injury and Property Damage per accident. The Municipality should be named as an "Additional Insured".

- 3) Workers' Compensation Insurance as required by law. Include Employers Liability Part
B with a limit of \$1,000,000
- 4) Builders' Risk Property Coverage for the full insurable value. It should include "All Risk" insurance for physical loss or damage including theft.
- 5) Property Coverage for materials and supplies being transported by the contractor, as the Town's Property Contract provides coverage for personal property within 1000 feet of the premises.
- 6) Umbrella Liability of at least \$2,000,000/ occurrence, \$2,000,000/aggregate. The Municipality should be named as an Additional Insured.
- 7) Architects and Engineers Professional Liability (applicable for any architects or engineers involved in the project) of at least \$1,000,000/occurrence, \$3,000,000 aggregate.

Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured and which include a thirty day notice of cancellation to the Town.

13. INDEMNIFICATIONS AND LIABILITIES

The Lessee further covenants and agrees with the Lessor that:

- a. The Lessee shall save the Lessor as owner of the premises harmless and indemnified from and against any claim or damage on account of any injury to a person or property occurring on or about the premises, or off the premises, however caused, and from any and all claims, loss, damage or liability arising from any act, omission, neglect or default of the lessee, including without limitation, any liability arising out of the Lessee's sale or service of alcoholic beverages pursuant to this lease.
- b. The lessee shall pay the lessor on demand for any damage caused to any portion of the premises or the equipment or furnishings contained therein incurred as a result of the Lessee's operation, and or occupancy, of the premises.

14. LESSEE'S DEFAULT

In the event that:

- a. The lessee shall default in the payment of any installment of rent or additional rent or other sum herein specified or any part thereof and such default shall continue for ten days after written notice thereof or,
- b. The lessee shall default in the observance or performance of any of the lessee's covenants, agreements, or obligations herein contained, except default in the payment of base rent or additional rent as set forth in paragraph a. above, and such default shall not be corrected within twenty days after written notice thereof or,
- c. The lessee shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of lessee's property for the benefit of creditors, or a receiver, guardian, conservator or other similar officer shall be appointed to take charge of all, or any portion of the lessee's property by a court of competent jurisdiction. Then the lessor shall have the right thereafter, while such default continues, to re-enter and take complete possession of the premises, to declare the term of this lease ended, and remove the Lessee's effects without prejudice to any remedies which might be otherwise used for arrears or other default. The lessee shall also indemnify the lessor against all loss of rent and other payment, which the lessor may incur by reason of such termination during the remaining term of the lease term including, without limitation, reasonable attorney fees in instituting, prosecuting or defending any action or proceeding, with interest at the

rate of 12% per annum and costs. If the lessee shall default in the observance or performance of any conditions or covenants on lessee's part to be observed or performed under or by virtue of any of the provisions in any section of this lease, the lessor, without being under any obligation to do so and without thereby waiving such default, may, after reasonable notice thereof, remedy such default at the expense of the lessee. If the lessor makes expenditures or incurs any obligations for the payment of money in connection with or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of 12% per annum and costs, shall be paid to the lessor by the lessee as additional rent.

Suspension or termination of any license or permit required for the operation of the concession permitted by this lease, including specifically any violation of the terms of this alcoholic beverage license.

15. LESSOR WARRANTIES

The Lessee understands that the premises are leased in "as-is" where-is condition with Lessor makes no guarantees or warranties concerning the condition of the premises or the public's use thereof; and the premises are leased in as-is condition.

16. FINANCIAL REPORTS

- a. The Lessee is responsible for accurately maintaining all records required by local, state, and federal authorities for the conduct of business.
- b. The Lessee shall provide to the Lessor no later than 60 days after the end of each calendar year financial statements including, without limitation, a balance sheet and related statements of income, retained earnings, and cash flows for the year ended, that have been reviewed by a CPA and contain, at a minimum, a report from the CPA stating that no material modifications should be made to the financial statements for such statements to be in conformity with generally accepted accounting principles.
- c. The Lessor also reserves the right to require the Lessee, at Lessee's expense, to provide audited financial statements if deemed necessary by the Lessor's at Lessor's sole discretion.

17. FACILITIES AND EQUIPMENT

- a. The Lessee must provide the Lessor for approval a written formal sanitation program that meets or exceeds the minimum requirements of state, federal, municipal or other agencies authorized to inspect and/or accredit restaurants and their food services each year and shall operate the premises in compliance with the approved program.
- b. The Lessee shall at their expense have the premises exterminated if deemed necessary by the Lessor.
- c. All equipment in the kitchen and related areas shall remain the property of the Lessor, excluding any equipment purchased by the Lessee.
- d. The Lessee shall be responsible for providing to the Lessor for approval a detailed plan of preventative maintenance for all equipment including the costs of services and maintenance.

- e. The Lessee and Lessor agree that primary responsibility for obtaining kitchen equipment will rest with the Lessee.
- f. The Lessee agrees that the Lessor must be contacted whenever repairs to basic services of the premises are to be done.
- g. The Lessee shall purchase and control utilization of all food items, housekeeping supplies, dishwashing supplies, utensils, pots and pans, office supplies, sanitation supplies, food service equipment rental, outdoor tables and chairs, paper supplies, menus, trash can liners, or other ancillary supplies.
- h. Lessee shall provide and pay for its own telephone service independent of Lessors.

18. SUBORDINATION

This lease shall be subject and subordinate to any and all mortgage, deeds of trust and other instruments in the nature of mortgage, now or at any time hereafter, a lien or liens on the property of which the premises are part and the Lessee shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or other instruments in the nature of a mortgage.

19. LESSORS ACCESS

The Lessor or his designee may at reasonable times enter to view the leased premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as lessor shall elect to do.

20. BREACH-EFFECT

The breach by Lessee of any term, covenant or condition of this lease shall be deemed to be a breach of the entire lease agreement and if not cured pursuant to the terms of this lease shall be sufficient cause for lessor to declare this lease agreement to be terminated. No waiver, either expressed or implied, by Lessor of any breach of any term, condition, covenant, agreement or duty required under this lease on the part of, the Lessee, shall be deemed a waiver of any other breach of the same or any other term, condition, covenant, agreement, or duty.

21. SEVERABILTY

If any provision, or any portion of any provision of this lease or any application thereof to any person or circumstance, is held invalid, the remainder of such provision and the remainder of this lease, and the application thereof, both as between the parties hereto and to other persons and circumstances shall not be affected thereby.

22. MODIFICATIONS

This lease may not be modified under any condition except by a written memorandum, amendment, or notice duly executed by the parties hereto.

23. SURRENDER

The lessee shall, at the expiration or other termination of this lease, surrender the liquor license, remove all goods, and effects, excluding, of course, all equipment and fixtures which are or may at the time of said surrender, have, by operation of the terms and conditions of this agreement, become the sole and exclusive property of the lessor, from the premises, including, but only if Lessee so

requests, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the lessee, either inside or outside the leased premises. Lessee shall deliver to the lessor the premises and all keys, locks thereto, and addition made to or upon the premises, in the same condition as they were at the commencement of the term, reasonable wear and tear expected. In the event lessee shall fail to remove any lessee's property from the premises, lessor is hereby authorized, without liability to lessor for loss or damage thereto, and at the sole risk of the lessee, to remove and store any of the property at lessee's expense, or to retain same under lessor's control or to sell at public or private sale, any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

24. HOLDING OVER

If lessee holds over or remains in possession of the premises after expiration of the original term or extension thereof, without any new lease of said premises being entered into between the parties hereof, or any option herein contained being exercised by written notice, such holding over or continued possession shall create a tenancy at will only at the last monthly rental and upon the terms herein specified, which may at any time be terminated by either party by one months written notice to the other party.

25. COMPLIANCE WITH LAWS

The lessee acknowledges that no trade or occupation shall be conducted in the premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal bylaw rules or regulations in force in the Town in which the premises are situated.

26. CERTIFIED VOTE OF LESSEE CORPORATION

If Lessee is a corporation, Lessee shall provide the lessor with a vote of the majority of the corporate directors certified by its clerk authorizing the signatures on this agreement to commit the corporation. Said certified vote shall be attached to proposal. Any change in corporation partnership must be approved in writing by the Cedar Hill Operations Committee. In the event of any sale of the majority ownership of the corporation, the continuation of the lease term shall be subject to the approval of the Lessor.

27. DISCLOSURE OF BENEFICIAL INTERESTS

Lessee shall have complied with the disclosure provisions of G.L. c. 7C, §38, and Landlord and Lessee agree to diligently pursue full compliance with said statute. Lessee hereby agrees to execute a "Disclosure of Beneficial Interests in Real Property Transaction" certificate as required by G.L. c. 7C, §38.

28. INTEGRATION

All prior understandings and agreements between the parties with respect to this Lease are merged within this Lease, which alone fully and completely sets forth the understanding of the parties, including but not limited to, the Lessee's proposal to the Town. To the extent there is any conflict between the Proposal and this Lease, the Lease provisions shall govern.

29. GOVERNING LAW

This Agreement shall be governed exclusively by the provisions of the laws of the Commonwealth of Massachusetts, and any actions, suits or other claims pertaining or relating to this Lease shall be brought within the courts of the Commonwealth of Massachusetts.

DATED this _____ day of _____, 2019

LESSOR (Town of Harwich)

Town Administrator

LESSEE:

Authorized Representative



Barnstable County IT Department IT Assessment – Town of Harwich

Prepared by William Travers, Director, Barnstable County IT
btraverse@barnstablecounty.org | 508-744-1244

Executive Summary – Recommendations

The following items summarize the recommendations delivered by this report on subsequent pages. The items below are sorted from highest to lowest in priority.

1.) Augment IT Staff *(page 10)*

Increase the IT department's staffing level to create service tiering within the department, increase the level of service to its customers, and drive efficiencies for the entire organization.

Benefit: Service improvement and efficiency building.

Cost: Salary, (1) additional FTE. Approximately \$100,000 annually, *including* fringe benefits.

2.) Migrate and Consolidate *(page 11)*

Identify and prioritize systems and services to move to other platforms, preferably cloud-based, while reducing the overall resource footprint and operating cost of IT.

Benefit: Risk avoidance, service improvement, efficiency building, and cost reduction.

Cost: Moderate investment in up-front services and infrastructure, ongoing annual cost approximately \$120,000 and would be a net decrease after legacy services are cancelled.

3.) Prioritize Cloud Services *(page 11)*

Begin evaluating cloud services first, when procuring IT products or services or soliciting bids.

Benefit: Risk avoidance in IT decision making.

Cost: Low, formal policy change. Cost consists of administrative overhead for policy establishment.

4.) Mitigate Existing Infrastructure and Service Risks *(page 13)*

Take corrective measures to reinstate or renew annual service contracts for key infrastructure.

Benefit: Cost control through spending corrections.

Cost: Minimal to Moderate, contingent upon timeframe of migration consolidation efforts. If migration efforts are opted out of, or indefinitely deferred, the annual services would cost \$50,000.

5.) Centralize IT Governance where applicable *(page 13)*

As permitted by charter, create internal policies and procedures that centralize oversight of IT procurement, system usage, and support services.

Benefit: Improved transparency and oversight.

Cost: Low, consisting of internal policy change.

6.) Maximize Existing Investments *(page 14)*

Facilitate the adoption of platforms that have been purchased but are underutilized.

Benefit: Create new efficiencies with owned products.

Cost: Moderate, consisting primarily of training costs with some setup, approximately \$20,000.

7.) Determine inter-departmental IT Roles *(page 14)*

Establish policies to determine how interdepartmental IT assistance is to be rendered, specifically by non-IT department staff, to other divisions within the organization.

Benefit: Increase visibility into true IT costs.

Cost: Minimal, change would result from internal policy change.

Introduction

In early Fiscal Year 2019, the Town of Harwich contracted with the Barnstable County IT Department (BCIT) to provide an impartial IT assessment that would assist the Town in plotting the course for IT implementation going forward.

The purpose of the assessment was to provide the town with IT advice in the following areas:

- 1) IT infrastructure**
Including network, datacenter, servers, data storage, workstations and devices;
- 2) IT Services**
Internet, telecommunications, as well as other voice and data services.
- 3) Security and Business Continuity**
Detection, prevention, and mitigation of cybersecurity risks and vulnerabilities. Data security and integrity, as well as service resiliency, fault tolerance and recoverability.
- 4) IT Staffing**
Skillset demands, IT support structure and locations, contractual services, and support costs.

Background

The assessment itself has two primary purposes. First, it will provide a deliverable for the town in the form of a report containing pertinent unbiased IT recommendations, with no strings attached. The town will then be free to take the report and implement whatever amount of changes they wish, in any manner they deem appropriate. Second, the assessment will serve to establish a service level agreement, if the town should choose to engage in other services with BCIT. This means that BCIT will be able to provide other IT services to the town, with service guarantees and clear expectations.

The Process

The assessment begins with data discovery process, during which applicable information is gathered from available sources. Traditionally these are largely technological sources—accessing systems and documenting versions, specifications, and configurations. Other elements of the discovery involve speaking with any specialized staff within the organization to obtain insight into costs, budgets, staffing levels, as well as desired areas of focus or emphasis.

In cases where some or all specialized staff resources are comprised of IT professionals that are both available and capable of assisting, the information collection can often be expedited. Although getting the requisite information through qualified points of contact such as these still requires some level of spot-checking, time is often saved. However, even with available staff ready to assist, there can still be delays brought about by other organizational factors and limitations of staff knowledge.

Assessment Summary

Thanks to the hard work of Harwich staff and diligence of its leadership, the initial discovery process was streamlined immensely. There were some delays brought about by the added complexity of decentralized processes, in addition to some traditional technical challenges in gathering the information.

The accessibility and willingness of internal staff, as well as key outside contractors, allowed us to gather most of the up-front technical information required for this assessment in a relatively short timeframe, with a few key exceptions, that were ultimately collected later in the process.

The Town of Harwich had previously performed an internal IT assessment utilizing staff programmatically both inside and outside of the IT department, followed by cybersecurity audit performed by a third-party firm. These provided a great deal of insight into the Town's status in the area of information technology. After the data discovery, the process becomes more agile and relies on contact points being available as questions arise.

The existing interdepartmental cooperation, and consistency of outside IT consultants, IT services delivered to the Town's employees have been provided at a relatively reliable level and though not excelling in any area, have kept in-line with technological advances to a reasonable extent.

The town's MIS department is responsible for all IT assets and services within the town, with few exceptions. IT assets would include all hardware, software licenses, and service subscriptions. Responsibility is delegated in several cases, most notably, by an arrangement with public safety.

The overall operational size, or service scale of the town as it relates to physical hardware, licensing, service providers, and quantities of supported users, is moderate or average for a town of this size.

The functional variety, or service scope of the town would be considered "traditional" when compared to other local municipal governments. As with most municipalities, the town is tasked with maintaining typical governmental services as reliably as possible for its residents. When long-standing, reliable, public services are required, this reduces the complexity of IT support, as it creates an environment whereby only necessary change is required; because of this the Town's approach toward IT is best described as "reactionary". The level of innovation is inherently lower, because innovation carries with it the risk of disruptive change. Although in many industries, disruptive change is not inherently bad, it is usually unacceptable when it impacts services with life-safety implications. This is more of an issue in smaller organizations where the impact of any disruption can affect the entire operation more quickly, and resources to avoid or mitigate such a disruption are minimal or non-existent.

Discovery

IT Assets Supported:

- Approximately (14) servers
 - Minimal virtualization. (4) Windows Server 2008, (10) Windows Server 2012 or newer.
- Approximately (116) workstations
 - (7) Windows XP, (70) Windows 7, (39) Windows 10.
- Approximately (160) phones
 - Though a VoIP system, many handsets still analog.
- Approximately (160) Office licenses
 - Separate VLAs across multiple departments, no software assurance entitlements.

IT Infrastructure Supported:

- Network comprised of (7) segments, over (7) locations.

- Core switching and telco. at Public Safety, Town Hall secondary. Mostly HP switches.
 - (4) locations connected by fiber, the remaining are site-to-site VPN.
- Approximately (8) firewalls or VPN concentrators in use
- No annual maintenance contracts, mostly SonicWall hardware.

External Service Providers:

- Approximately (19) private cloud service providers, (10) intermunicipal
 - No clear centralized management of cloud services.
- Approximately (10) government portal/web services
- Approximately (196) supported users, (170) knowledge workers
 - Board members additional.
- Approximately (20) distinct software applications supported
 - Procurement not completely centralized.

General IT Services Comparison

The following metrics are based on national averages as of Q3 2018, courtesy of a leading IT research and advisory firm, Gartner, Inc. These metrics are meant to serve as a baseline to compare IT service ratios with various other organizations.

| IT Spending as a Percent of Operating Expense | |
|--|----------|
| Town of Harwich: (Town: \$65,000,000 / IT: \$657,000*) | 1.01% |
| <i>*Includes organization-wide IT spending.</i> | |
| State/local Government average: (under \$250M) | 6.50% |
| Cross-industry average: (under \$250M) | 8.00% |
| IT Spending per Employee | |
| Town of Harwich: (IT: \$657,000* / all Town FTE: 170) | \$3,864 |
| <i>*Includes organization-wide IT spending.</i> | |
| State/local Government average: (under \$250M) | \$10,684 |
| Cross-industry average: (under \$250M) | \$14,292 |
| IT Staff (FTEs) as a Percent of Employees | |
| Town of Harwich: (IT FTE: 2* / Town FTE: 170) | 1.20% |
| <i>*Includes IT roles outside of IT department.</i> | |
| State/local Government average: (under \$250M) | 4.60% |
| Cross-industry average: (under \$250M) | 6.70% |

The following table provides a comparison of towns within the region that have operating budget similar to Harwich's. These estimates are based on publicly available information for fiscal year 2017.

| Town | Population | Budget | IT FTE ONLY |
|----------|------------|--------------|-------------|
| Sandwich | 20508 | \$71,000,000 | 2 |
| Bourne | 19780 | \$63,000,000 | 2 |
| Harwich | 12167 | \$59,000,000 | 1 |
| Mashpee | 14080 | \$56,000,000 | 4 |
| Chatham | 6142 | \$49,000,000 | 2 |

IT Infrastructure, Services, and Security

While the Town of Harwich has managed to keep systems and services available to its constituents, there remains risk caused by decentralization of processes and controls relative to IT. Though this is a non-technical issue at its core, it can have negative impacts brought about by a lack of visibility into what technical systems and services are implemented as well as the utilization of technical staff throughout the organization.

Risks involving technical infrastructure also exist, many of which are either known, intentional or calculated risks that in some cases remain unmitigated for budgetary reasons. A sustained risk of this nature only generates an increase in spending when mitigated, unless there is negative impact resulting from it driving the reaction. Other technical risks relate to the lower-than-average overall technical maturity level of the organization. This can be attributed to sub-optimal IT staffing levels and compounded by decentralization complexities.

1.) Operational Decentralization

In general, decentralized processes limit efficiency potential. However, the cost benefit of centralizing does not exist for every aspect of an organization. In fact, for most organizations, centralizing controls or governance is the only essential measure. It is also worth mentioning that in many cases decentralized controls and services can be easily created across existing de-centralized operations. Visibility and insight can be provided by many widely available and versatile business intelligence tools that combine data analytics from disparate sources. The result can be used for anything from transparency dashboards to decision automation mechanisms.

Where decentralized processes result in a diminished oversight capability, there are also security risks. Processes such as password resetting, account creation, and access to networks should always be centrally controlled for auditing purposes. Additionally, centralized procurement creates a point-of-approval for technology. For example, an employee plugging in a personally owned wireless network access point and sharing the password with coworkers, would be situation where a non-IT staff person is granting rights to access a secure network without approval. The town does have de-facto policy through daily procedures and other documentation, but these lack formal recognition and enforcement organization wide. Technical barriers to prevent misuse whether accidental or intentional are minimal, and in cases where they exist, result from physical topology and are non-dynamic.

2.) Cost Savings and Risk

IT vendors of both hardware and software usually offer annual maintenance contracts with their systems. In the case of cheaper hardware, this added insurance might not be a necessary expense—often it is cheaper to purchase extra devices to keep as on-hand replacements than it is to pay for ongoing maintenance contracts for cheaper pieces of IT equipment.

However, there are scenarios where savings associated with opting out of annual maintenance are negated by the cost of downtime in lost revenue or internal staff time. A maintenance plan that

includes enterprise level, 24x7 support with same business day dispatch for parts and/or technicians can often be extremely valuable for critical services requiring around-the-clock uptime. Resolution is expedited in these cases by the extended hours of availability and extended technical capabilities of the third-party support provider. Risk is limited by preventing costly mistakes, and internal staff subjected to steep learning curves while dealing with mission critical problems, increases the frequency and cost of these mistakes. Leveraging a support provider through a maintenance contract places the burden on the external support provider's staff, holding them accountable by contract terms, and most importantly shifts liability for any missteps to an outside party.

Finally, a final risk toward risk associated with perceived cost savings relates to licensing compliance. As we have come to understand in recent years, software is never "bought" it is merely licensed for usage by individuals and organizations, with the creator retaining ownership of the intellectual property, regardless of how many copies are made. A major impact of not paying for maintenance coverage on software that may not be immediately obvious, is non-compliance with certain licensing terms. In many cases annual maintenance contracts for software may appear to only provide discounted upgrade entitlements ongoing but can also carry other limitations either through limited functionality or boundaries on usage rights. For example, some licensing which is done per-server is tethered to physical hardware for that system, and the right to run the software/license to a different server in the event of a hardware failure is granted under the ongoing software maintenance costs. The result being that running the licensed software on a different server at any point, is violating the terms of use for the software, and the organization responsible for procuring and holding the license is now using that software illegally.

3.) Technical Maturity Curve

Despite the hard work of staff on all sides of the IT department the Town's IT operations remain primarily reaction driven and stagnant for some time now. However, it is difficult to achieve forward motion while treading water, and subsequently the Town has come up short in several areas that present real-world impacts to business.

Currently the Town systems are mostly non-virtualized. This means that the many of the servers exist at a 1:1 ratio of software-to-hardware. Virtualization allows multiple servers to be housed on a single physical server "box", allowing for savings through consolidation that include, easier system management tools, flexible disaster recovery options, and lower electrical consumption. When multiple sets of these virtualized systems are connected to one another, virtual servers can be moved between the physical servers, without needing to shut down. This allows for a level of business continuity and support agility that traditional systems cannot provide. It is important to note that all major cloud service providers that offer server hosting, do so by leveraging some form of virtualization technology.

The Town utilizes cloud services to a limited extent and as that utilization grows, it will become increasingly important to leverage policy-driven governance for IT procurement and/or vendor selection. Business continuity and security are also major concerns that tend to be areas where cloud options are not evaluated properly due to preconceived notions based on out-of-date

information. Currently, most available cloud-based service providers have offerings available to meet almost every need imaginable, into “as-a-service” offerings at the following levels:

1. Infrastructure as a service—Includes servers, storage, network appliances.
2. Platform as a service—Databases, development environments, collaborative systems.
3. Software as a service—Encompasses familiar desktop/productivity software offerings.

Most major providers also offer levels of compliance for multiple industries, as well as government-only “national” clouds, as required. While reviewing regulatory compliance, it is not uncommon to discover that needs are often better met with a cloud provider than hosted on-premises.

Finally, as all major software developers and service providers shift their focus away from traditional on-premises software licensing, to cloud-based, it will become increasingly difficult for customers to manage their own private clouds, and next to impossible for small-to-midsize organizations.

IT Staffing and Internal Support Mechanisms

Although the informal arrangement of providing IT services programmatically using staff from multiple departments is a good example of interdepartmental collaboration and resources sharing the overall approach toward providing services is largely reaction based and incident driven, with priorities determined by external factors. Shifting toward a proactive, efficiency driven approach not only improves and expands service offerings from IT, but reduces risk going forward.

The core challenge with IT staff and support for Harwich is related to two issues: IT Staffing Levels, and Support Expectations.

1.) IT Staffing Levels

“Sub-optimal” is the best descriptor when addressing a shortfall of supply to demand as related to IT support and services.

To clarify, there is no such thing as a correct number when it comes to IT staffing levels in any organization. There are, however, some clear markers that can serve to create a basic range. Many factors determine what IT staffing level an organization requires. Among them are:

Service needs of end users: The general IT knowhow required by the average worker to do their jobs, is a key factor in determining what IT support should look like and be comprised of. Organizations with a tech-savvy workforce will find themselves in need of less basic IT support and training. Some technical companies will also find that their infrastructure and other more advanced needs will often counteract this, the net result being an evaluation of in-house IT skills and specialties, rather than the quantity of IT staff. This is conceptually can be thought of as the scope of IT support requirements.

Size of the supported workforce: Organizations with larger numbers of employees to support, require more equipment to maintain, more applications to install, and more phone calls to be answered, impacting the scale of IT support requirements.

Diversity of functions: Non-overlapping tasks that require IT services or support, increase the amount of knowledge needed to support those tasks. This is one area where more consolidated organizations will benefit from lower IT support costs by using a shared software platform for all or most of their operations. It is important to note, however, that not all professions have complimentary aspects when it comes to their IT needs and cannot easily be integrated. This can be a common issue for modern government agencies, where functional requirements cross many different disciplines and fields of study.

Leadership priorities: An investment in an IT department is an investment in the organization that houses it. IT departments are in a rather exclusive club of business units that are cost centers but also drive efficiency for other departments and the entire organization.

Technical evolution: In the future, the average user will be performing tasks on their workstations and devices that would be unthinkable just years prior. This is the result of the convergence between decreasing levels of technological complexity and the increasing level of workforce training and knowledge; which directly correlates to the level to which technology is used in our everyday lives. Ultimately, employee demographics will determine where an organization sits on this scale. Lower on the scale requires more basic support, higher on the scale requires less basic support, but with more advanced IT needs taking their place in most cases. The lessened complexity of a particular tool only causes it to be used more extensively.

2.) Support Expectations

IT support services are rendered without formal agreements or service guarantees. This applies to both interdepartmental or external service arrangements.

Accountability and responsibility for IT is clear with dedicated IT staff—100% of their time is dedicated to that cause, with the only debatable aspects being project and task prioritization.

Having a dedicated IT department provides neutral turf for these centralized mission-critical responsibilities. When services are shared outside of this construct, agreements must be made formally, in order to set clear expectations and responsibilities. This is what any arrangement with an external service provider should include, and most do. This concept usually takes the form of a “Service Level Agreement” in any written agreement for IT services. A service level agreement allows the customer to have reasonable expectations of services provided, and keeps the service provider on their toes, especially when financial remedies for agreement violation are included.

Service level agreements that IT departments strive to uphold for their end-users are important even if those users have no choice regarding their IT support provider. This is the case with many internal IT departments in the government and corporate worlds, and in such situations an agreement of this nature provides a framework for customer support expectations, as well as a foundation for other IT controls/governance needs, such as establishing a service catalog, or creating other IT policies, procedures, and standards.

Recommendations

Key recommendations for the Town of Harwich include elements both technical and non-technical across all surveyed categories.

1.) Augment IT Staff

Currently there is only one full-time-equivalent IT employee within Town, apart from being below averages nationally and regionally, represents a single point of failure that presents risks to the entire organization.

Apart from interdepartmental assistance and one part-time contractor, IT operations in Harwich hinge upon the skills and availability of a single individual in the role of IT Director and must provide both a high-level leadership role as a manager, a back-end systems and network security administrator, as well as a boots-on-the-ground role as a first-tier support technician. This scenario poses a potential disaster as priorities clash and accountability gathers with the individual in this role, making it more difficult to focus and help in any meaningful way with an issue, and can even create human resource issues resulting from inability to schedule and use accrued time.

According to national averages, as well as more localized comparisons, the IT department has a lower than average staffing level. Proof of this comes from two sources, first: the need to solicit outside support for general operations, which indicates a clear need beyond the current supply; and second: the reaction driven approach toward IT support as well as the Town's below average maturity level in IT demonstrates an inability to engage in proactive efforts that minimize the needs for incident response, indicating that staffing needs are not being met

Divisions of labor are generally recommended for most IT departments. Small to midsize businesses may create boundaries between support tiers or other high-level functions, while larger organizations may find it advantageous to create further divisions based on technology below those. In general, smaller entities are forced to consolidate the high-level responsibilities in a manner that conforms to available staff. Often IT service and financial strategy fall to a leadership role within the department, such as a director level position. Change management, project management, and service transitions (new infrastructure or large-scale deployments) are held primarily by technical leads within the department, such as a network/systems administrator. For operations, incident management, general IT helpdesk support, and local asset management, an IT service technician/specialist would be assigned.

Augmenting IT operations through external support is also an option. Harwich IT's relationship with its primary contractor has proven fruitful thanks to long-term exposure to the Town and its operations, however, this situation atypical. It is relatively uncommon to establish a lasting and meaningful rapport with an individual outsourced IT support technician. Most third-party support providers experience high turnover and tend to rotate staff more often between customers—they also prefer remote support as opposed to on-site, and costs are generally very high for a sustained on-site presence. Relatively little value is had outside of very specific managed service engagements, or as with cloud services, complete buy-in with a provider's service. However, even with end-to-end outsourcing there can still be problems caused by geographic disparity between the customer and the support provider, and in some cases a lack of familiarity with government operations limit the value of such an arrangement.

A solution toward providing support and controlling costs that has been employed across many municipalities nation-wide involves intermunicipal or regional partnerships. Public bodies recognizing the increasing depth and scope of technology in their communities' partner with one another to share IT services. The County of Barnstable through its IT Department is one such avenue for ongoing strategic and operational support on Cape Cod.

It is recommended that the Town seek additional IT resources to create tiers of service within the IT department, with the goal of allowing working separation between strategic management levels, service/system management roles, and basic IT support.

See Attachment A: Sample Job Descriptions

If approved, this would result in hiring or acquiring additional personnel or contractors to work under Harwich MIS. Currently, with a Director role occupied, the most critical need would be to augment at the systems administration level. (i.e. "Systems Administrator") Additional resource may be required, contingent upon the decisions made with utilization of interdepartmental IT staff resources.

2.) Prioritize Cloud Services

A cloud-first approach indicates the order of priorities when reviewing either a replacement for a service or options for a new service.

Cloud-based options should be sought first; with preference to those that integrate with existing services natively. Only when options are legitimately disqualified should other hosting options be reviewed. This is arguably a simple strategic shift, since most software/service vendors have prioritized their offerings in a complimentary fashion from a development standpoint.

This element might simply manifest itself as an additional checkbox on IT approval processes. Also, since modules are already owned and supported, it would be a lower cost option than seeking new software to replace these functions, with the bulk of expenses being for training.

3.) Migrate and Consolidate

Based on existing systems and platforms, as well as the maturity level of the Town's infrastructure, Harwich is well positioned to take advantage of cloud services more fully to build efficiencies.

Harwich would see operational benefits to shifting and consolidating workloads to a cloud service provider. When incorporating the correction of annual maintenance costs, savings can be maximized. Although Harwich IT systems are minimally virtualized, increasing the level of complexity in migrating services to cloud platforms, the net savings long-term would work in the Town's favor. This is because an entire iteration of technology on-premises would be skipped—many organizations use virtualization in their own private datacenters as a stepping stone to hybridize and then migrate workloads to the cloud, Harwich has not done this, and by moving directly to the cloud, will have avoided major capital expenditures for servers, storage, networking, and licensing, that would be needed to support virtual services on premises to eventually facilitate a migration.

Additionally, service entitlements through cloud hosted productivity platforms would assume much of the infrastructure-centric services that would be normally be hosted from more costly platforms on-premises. Such benefits are often not accounted for when reviewing by cost comparisons, as the overall

value of cloud services increase with level of service utilization. For example, certain tiers of Office 365 and Microsoft 365 licensing include entitlements that replace most on-premises workloads, such as email, phones, and file storage. The savings become more prevalent as the on-premises infrastructure is scaled back accordingly, and operations are moved to the services delivered by the cloud subscription.

The following tables outline three budget scenarios: Current/status quo, cost corrections associated with risk mitigation (support and maintenance) but minimal strategic change. Finally, the cloud estimate scenario depicts costs upon completion of a full cloud migration. Each scenario can be considered exclusive of one another or as stages of a migration.

Please note that the costs below are estimates only, and do not include third-party consulting costs, or personnel-related expenditures, such as salary and fringe benefits.

All estimates are annual recurring costs.

| 1. Current funding levels – Status quo | | 2. Legacy Path – Risk mitigation, minimal change | |
|--|---------------------|--|---------------------|
| Professional/Technical Services | \$ 56,150.00 | Professional/Technical Services | \$ 56,150.00 |
| Support Services/Training | \$ 34,758.64 | Support Services/Training | \$ 34,758.64 |
| Telephone | \$ 40,084.00 | <i>Annual Maintenance Restoration</i> | \$ 49,210.00 |
| Internet/Communications | \$ 11,163.20 | Telephone | \$ 40,084.00 |
| Hardware/Software/Office | \$ 59,000.00 | Internet/Communications | \$ 11,163.20 |
| Utilities (Server infrastructure) | \$ 7,150.00 | Hardware/Software/Office | \$ 59,000.00 |
| Total | \$208,305.84 | Utilities (Server infrastructure) | \$ 7,150.00 |
| | | Total | \$257,515.84 |

| 3. Cloud Estimate – Full cloud migration [Recommended] | |
|---|---------------------|
| Professional/Technical Services | \$ 28,075.00 |
| Support Services/Training | \$ 17,379.32 |
| Annual Maintenance Restoration | \$ - |
| Cloud Services (Software) | \$104,660.00 |
| Cloud Services (Infrastructure) | \$ 17,400.00 |
| Telephone | \$ 20,042.00 |
| Internet/Communications | \$ 16,744.80 |
| Hardware/Software/Office | \$ 29,500.00 |
| Utilities (Server infrastructure) | \$ - |
| Total | \$233,801.12 |

Although a full cloud migration would be comprised of a series of major decisions, there would only be minor impacts to available services, and a small learning curve for most staff. This recommendation would begin with prioritization and approval of various elements involved, with the understanding that the clear recommendation is to move in the direction with as close to an “all or nothing” approach as possible.

4.) Mitigate Existing Infrastructure and Service Risks

Annual infrastructure and product support/maintenance costs are artificially low, due to annual maintenance agreements with manufacturers not being renewed after expiration or purchased from the outset.

Each critical piece of infrastructure, software, or hardware that supports the Town's operations, should be evaluated for maintenance contract candidacy based on the criteria below. Please note that existing cloud services are exempt from this process, as they exist only as a recurring service cost.

1. **Cloud viability:** If a cloud-based alternative for an application, hardware appliance, or is available it should be tested as a priority; a cloud service would subsume all capital and recurring maintenance as an operating cost going forward.
2. **Availability:** If a product is no longer sold or supported by a manufacturer there will most likely be no reasonable means to purchase an annual maintenance agreement. The product in question would then become a candidate for replacement.
3. **Cost efficacy:** (applies primarily to hardware) At times, it may be more cost effective to purchase backup hardware to keep on-hand for quick replacements in the event of a failure instead of paying annual maintenance fees. This should be reserved for instances in which a maintenance agreement does not include any additional services of value.
4. **Downtime impact:** If a minimal number of employees or services are affected, or there are immediate, readily available workarounds, as well as no impact to life-safety services, there may be no need to keep annual maintenance/service or on-hand spare. In this case it would be important to review the underlying business use more closely, due to the apparent overlap of function with an available workaround, with minimal usage.

The table below lists estimated annual costs for several key pieces of technical infrastructure:

| Item | Cost | Detail |
|----------------------------------|--------------|--|
| Additional software maintenance | \$ 24,000.00 | Office Software Assurance |
| Workstation software maintenance | \$ 6,060.80 | Windows Software Assurance |
| Firewall maintenance | \$ 2,000.00 | 8x5 support for SonicWall equipment |
| Switching/network maintenance | \$ 1,750.00 | Enterprise support for core network |
| Server annual maintenance | \$ 11,200.00 | Server hardware support and replacements |
| Server software maintenance | \$ 4,200.00 | Windows Server/Exchange Software Assurance |

Though potentially a high cost recommendation, much of the cost may be avoided by strategic changes, such as moving to external cloud service providers instead of focusing on legacy investments internally. The first step would be to obtain a decision from leadership and stakeholders.

5.) Centralize IT Governance where applicable

Require oversight of all IT related purchases, as practical, by IT personnel or Administration, and utilize ticket management system for IT support operations.

The procurement of any product or service whose function involves the electronic transfer, storage, or processing of information/data by, for or between parties supported by the IT department should require some level of oversight, within the restrictions of the Town's Charter, by parties responsible for

organization-wide IT management and security. The goal and purpose of this required is not to serve as a barrier to procurement, but rather to keep key personnel informed and provide metrics to support future decisions. IT operations should also be governed internally through the utilization of a town-wide help desk/support ticketing system.

Ideally, these governance needs would be either satisfied by automated workflow, which could be created and maintained utilizing existing tools and systems to streamline this process, or an externally hosted ticketing system in the case of support tickets. These measures would require extensive buy-in from staff and leadership, but would be These are relatively low-cost solutions.

6.) Maximize Existing Investments

Complete implementation and provide any required training for any systems that are either unutilized or underutilized.

The enterprise resource planning (ERP) system currently employed by the Town is Munis, from Tyler Technologies, Inc., and is very popular with municipalities throughout the US due to its tailored approach toward government operations, such as collections, budgeting and financial reporting. Although the platform is purpose built, Munis requires modules and support services to enable all aspects of its functionality. Fortunately, Harwich has already paid for much of the needed add-ons along with annual maintenance, although implementation with many are stalled. Existing services may only need configuration changes to enable proper usage, with core functionality that is already in-use, at least partially, requiring only additional training to bring more users to the table.

Below is a list of Munis modules currently owned by Harwich. The Town pays \$70,000 to Tyler Technologies annually in support of the Munis platform which includes these modules, and remain underutilized due to issues with setup, configuration and/or training:

| Module | Utilization |
|-----------------------|--------------------|
| Tyler Content Manager | None |
| Purchasing | Partial |
| Time and Attendance | Minimal |
| Employee Self Service | Partial |
| Dashboard | None |

This recommendation would be carried out through prioritizing implementation for unused or underused aspects of software platforms, starting with the Town's ERP system, Munis. Then extending into implementing integrations with other systems to drive value even further. This recommendation would require minimal cost up front but would largely depend on the desired scope of systems to involve, timeframes to adhere to, and user experience development/training.

7.) Determine Interdepartmental IT Roles

IT support provided to the Town and to the IT department itself is done ad-hoc and not formally documented.

Existing arrangements should be formally decided upon, and clearly documented, with expectations set through service level agreements or something similar. The purpose would be at minimum, to contain

costs associated with time investments of non-IT staff in support operations, which have a net benefit on the entire organization, and expose the true cost of doing business for IT. With an informal approach, operations rely on factors outside the control of all parties collectively, amounting to crowd-sourced IT services. While this informal approach is valuable at times for low-risk needs such as one-on-one trainings, this approach serves as a tenuous foundation for more critical expectations. Arguably, formalizing IT support through a service level agreement is an undertaking that should be performed for most IT departments to establish boundaries on support relationships and manage expectations of all customers. The more urgent need at the moment however, is deciding upon and formalizing interdepartmental IT support services from non-IT staff.

First, a decision required between either the discontinuation of interdepartmental service arrangements or the formal establishment of them. The former would impact pertinent staff recommendations, and latter would only result in formal documentation establishing the arraignment by internal MOU.

Conclusion

Despite some struggles with maintaining services and preserving forward momentum, Harwich is poised to move forward, and can leverage many challenges to its advantage. Harwich has also managed to create a program whereby IT operations are carried out through a very collaborative, resource-sharing approach between internal divisions. It is important to mention that while many facets of IT operations were reviewed, there were many elements that were not addressed specifically if they did not present significant risk or were addressed through another applicable recommendation.

The Town of Harwich will enjoy the benefit of the recommendations they choose to prioritize.



Prepared by William Traverse, Director, Barnstable County IT
btraverse@barnstablecounty.org | 508-744-1244

Attachment A: Sample Job Descriptions

TITLE: SYSTEMS ADMINISTRATOR

Definition

Professional, technical and logistical work assisting the Deputy Director of Information Technology in providing high level technical support, development, and implementation of enterprise systems for Barnstable County and all other related work as required.

Supervision

Works under the general direction of Deputy Director of Information Technology. Functions independently, referring problems to supervisor when clarification or interpretation of policy or procedure is required.

Job Environment

Job functions are primarily carried out within typical office conditions, with occasional visits to equipment/server rooms, wiring closets, and crawl spaces. Field work, including the inspection of uninhabited buildings as well as outdoor infrastructure also may be required.

Operates standard and specialized office/computer equipment; operates an automobile. Occasional usage of power tools, hand tools, and ladders may be required, as well as the ability to safely work around high voltages and other safety hazards.

Frequent travel to various municipal locations throughout Cape Cod, and County department locations is required. Attendance and participation in interdepartmental and public meetings may be necessary. Travel to trainings, workshops or conferences may be required.

Communicates and coordinates with multiple vendors and contractors on an as needed basis.

Traditional business hours are observed, however 24/7 availability is necessary for incident response. Frequent need for work to be performed outside of normal business hours may be required.

As the regional government of Cape Cod, it is critical that the County maintain its ability to do business, and provide services to the public under all circumstances.

Errors in judgment may result in delays or loss of service and monetary loss.

Essential Functions:

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

Provides infrastructure-centric technical support as the second tier of the IT Service Desk team to the County and contractually supported entities; responsible for the provisioning, configuration as well as the ongoing operation and maintenance of enterprise IT systems, both hardware and software.

Provides first tier user-centric technical support, as needed. Day-to-day level of demand for services may fluctuate unpredictably.

Maintains up-to-date knowledge of technological industry trends and evaluates viability of new technological solutions. Researches, recommends, and develops innovative, flexible, approaches for technical processes, systems, infrastructure, and services.

Performs daily system monitoring, verifying the integrity, security, and availability of critical systems. Communicates with individuals of varying technical aptitudes. Monitors systems and responds to outages and security issues.

Provides limited web support and development capabilities. Supports outside vendors and contractors, translating internal needs to technical requirements.

Recommended Minimum Qualifications

Education and Experience

Bachelor's degree in information systems or computer science related field; four years of experience in computer science and support or an equivalent combination of education and experience.

Special Requirements

Valid Massachusetts motor vehicle operator's license.

Knowledge, Ability and Skill

Knowledge. Knowledge and understanding of industry standards, best practices and techniques regarding the management of information technology systems and procedures, both technical and administrative. In-depth knowledge of networking protocols and architecture, across all layers of the open systems interconnection model. Well versed in the inner workings and front-end usage of various operating systems and platforms. Thorough understanding of and experience with software/web development methodologies, programming and scripting languages, as well as database architecture and development. Experience supporting large scale mission-critical networks, including the planning and configuration of switching, routing and perimeter security equipment.

Ability. Must possess the ability to quickly and effectively assimilate complex technical information and communicate it as needed to audiences of varying technical aptitudes. Coordinates with multiple vendors and contractors. Ability to prioritize tasks appropriately in high stress situations.

Skill. Must be dependable and possess a good working attitude. Must demonstrate verbal and written communication skills. Excellent problem solving and troubleshooting skills.

Physical Requirements

Minimal physical effort required for regular duties. Must be able to lift and carry files, documents, records and computer equipment on a regular basis. May spend prolonged periods of time in front of a computer, telephone, or other office machines. Eye and hand coordination and finger dexterity is required. Must be able to walk, kneel, stand, sit, talk and hear, use hands and arms to reach, lift and to control devices such as keyboards, peripherals and connecting systems components. Frequently moves objects weighing 50 pounds; may move heavier equipment with assistance. Occasional need to

maneuver into areas of buildings not intended for occupancy. Required to operate outdoors as needed and gain access to facilities in various weather conditions, safety permitting.

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

TITLE: IT SERVICES SPECIALIST

Definition

Professional, technical and logistical work providing general technical support for Barnstable County's end-users, and business processes, maintenance of associated systems and all other related work as required.

Supervision

Works under the general direction of the IT Department's Administrative and Fiscal Manager. Functions independently, referring problems to supervisor when clarification or interpretation of policy or procedure is required.

Job Environment

Job functions are primarily carried out within typical office conditions, with occasional visits to equipment/server rooms, wiring closets, and crawl spaces. Field work, including the inspection of uninhabited buildings as well as outdoor infrastructure also may be required.

Possible usage of power tools, hand tools, and ladders may be required, as well as the ability to safely work around high voltages.

Frequent travel to various municipal locations throughout Cape Cod, and County department locations is to be expected. Travel to professional trainings, workshops and conferences may be necessary.

Traditional business hours are observed; however, 24/7 availability is occasionally necessary for incident response. Frequent need for work to be performed outside of normal business hours may be required.

As the regional government of Cape Cod, it is critical that the County maintain its ability to do business and provide services to the public under all circumstances.

Occasional participation in public meetings. Communicates and coordinates with multiple vendors and contractors. Attendance and participation in interdepartmental and public meetings may be necessary.

Errors in judgment may result in delays or loss of service and monetary loss.

Essential Functions:

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

Delivers user-centric technical support as the first tier of the IT Service Desk team to the County and contractually supported entities; responsible for identifying technical problems and guiding the troubleshooting process to resolution or escalation.

Monitors and responds quickly and effectively to support requests received through the IT Service Desk. Assistance may be delivered in person or remotely, depending on situation. Workload may vary widely from day to day and is relatively unpredictable in nature.

Utilizes all forms of communication available to the IT Service Desk to interact with customers. Utilizes specialized software platforms for incident tracking and monitoring, in order to respond and resolve problems in a timely manner.

Ensures that all supported users have the proper technological tools at their disposal to efficiently and effectively perform their work tasks.

Install, test and configure workstations, peripheral equipment, software, and mobile devices while adhering to all applicable best practices, policies and procedures.

Support and train end users, in a group or individually, in a wide range of software and hardware applications as needed; ability to read, understand and apply complex technical information; master the usage of new technologies; maintain cooperative working relationships; demonstrate sensitivity to and respect for the goals and work tasks of all supported staff.

Participates in the implementation of enterprise wide software and hardware platforms where appropriate.

Provides audiovisual support for public meetings, hearings, presentations and special events, including video recording and streaming services.

Communicates with individuals of varying technical aptitudes and experience.

Performs similar or related work as required, directed or as situation dictates.

Recommended Minimum Qualifications:

Education and Experience

Bachelor's degree or equivalent of two years of experience in information systems, computer science or end user support for desktop and application software. One-year experience in installing, upgrading, troubleshooting and repairing computers in a networked environment or related field required.

Special Requirements

Valid Massachusetts motor vehicle operator's license.

Knowledge, Ability and Skill

Knowledge. Extensive knowledge pertaining to the support and administration of all user facing technologies within the County and its departments. Basic understanding of enterprise systems, including networking and server infrastructure.

Ability. Coordinate with multiple vendors, contractors, and County staff. Ability to prioritize tasks appropriately in times of minimal oversight. Ability to disseminate technical information to non-technical users in need of assistance.

Skill. Must demonstrate excellent time management, verbal and written communication skills. Adept at creatively solving problems in a fast-paced environment.

Physical Requirements

Minimal physical effort required for regular duties. Must be able to lift and carry files, documents, records and computer equipment on a regular basis. May spend prolonged periods of time in front of a computer, telephone, or other office machines. Eye and hand coordination and finger dexterity is required. Must be able to walk, kneel, stand, sit, talk and hear, use hands and arms to reach, lift and to control devices such as keyboards, peripherals and connecting systems components. Frequently moves objects weighing 50 pounds; may move heavier equipment with assistance. Occasional need to maneuver into areas of buildings not intended for occupancy. Required to operate outdoors as needed and gain access to facilities in various weather conditions, safety permitting.

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



HARWICH Police

DEPARTMENT

183 Sisson Road, Harwich, MA 02645

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

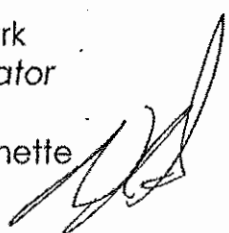


DAVID J. GUILLEMETTE
Chief of Police

THOMAS A. GAGNON
Deputy Chief

Memorandum

TO: Board of Selectmen
Christopher Clark
Town Administrator

FROM: David J. Guillemette
Chief of Police 

DATE: January 16, 2019

SUBJECT: Review of dog bite investigation process.

Following Judi Wilson's comments to the board on January 7, 2019 describing her experiences with the police department while trying to advocate for her mother and obtain critical information regarding the investigation of her mother's dog bite injuries, I requested a complete review of the dog bite investigation as well as all of the circumstances that lead to such a severe communication breakdown between the police department and the victim of a dog bite.

The investigation revealed a number of unintentional mistakes and oversight failures. Though there are reasons and circumstances that lead to these failures there are no excuses for what can only be described as very poor customer service on our part.

As of this date I have met with Judi Wilson and provided her and her mother with a written letter of apology from the police department. I have reviewed with her the findings of our investigation and the changes that will be put in place to prevent anything similar from occurring in the future. The majority of the changes that will be instituted involve our Animal Control policies and procedures relating to dog bite investigations. I have included with this memo the relevant portion of our Animal Control policy that has been revised to include a very detailed procedure and checklist for investigating dog bites.

A.

B.

C.

9. Humans Bitten or Scratched by Dogs and/or Cats -

- A. Notify the Animal Control Officer if on duty.
- B. If the Animal Control Officer is not on duty the police officer responding or taking the information must advise the owner of the animal that bit that the animal must be quarantined for 10 days from the time of the bite.
- C. It should be explained to the owner that the animal might be quarantined on their property; however, it must be restrained at all times and kept out of contact with other animals and people.
- D. A complete investigation of all dog on human bites will be conducted by the Animal Control Officer. If the Animal Control Officer is unable to respond and begin the investigation the shift supervisor will be advised. The supervisor will then request mutual aid from an adjoining department's Animal Control Officer or assign the investigation to a patrol officer. **See Dog Bite Investigation checklist appendix B**
- E. In conducting the investigation, the officer shall:
 - a. Immediately request medical services when an individual is injured or complains of injury
 - b. Document any statements made by the victim and witnesses
 - c. Document injuries sustained by the victim;
 - i. To include, but not be limited to, photos and descriptions of injuries

Harwich Police Department Policy & Procedures

- d. Document:
 - i. Complaints of injury by the victim
 - ii. Medical treatment received or refused by the victim
 - iii. Interviews with any medical care providers concerning the injury and its consistency with a dog bite.
 - e. Consult with the detective division should they need any assistance with interviews or investigative procedures
 - f. Document all evidence that was gathered, including names, phone numbers, and addresses of witnesses to the incident.
 - g. Consider all relevant evidence, including circumstantial, direct, and physical evidence.
 - h. Conduct a full review of the dog's previous interactions with humans or animals to include a check of the Harwich Police records management system and any existing records from other communities where the animal was housed.
 - i. During the investigation if previous incidents come to light that were not officially reported or investigated the incidents will be investigated to the fullest extent to determine if they are relevant in establishing a history of aggressive behavior towards people or animals.
 - i. Notify the victim(s) of the animal's vaccination status and any quarantine information pertaining to the animal being investigated as soon as the information becomes available.
 - j. Make a determination, based on all the facts, whether or not a dangerous dog hearing will be requested. The victim will be advised of this determination. If a dangerous dog hearing is not requested the victim will be advised of their right to request a hearing and how to request it.
 - k. Submit the completed report to the Operations Lieutenant for review and approval.
- F. Cats must be kept in the house at all times during the quarantine period. Notify them that the Animal Control Officer, who is also the Animal Inspector, will be in contact with them to issue the quarantine paperwork.

Appendix B

CHECKLIST FOR INVESTIGATION OF DOG BITE

- Immediately request medical assistance if victim has visible injury or reports injury
- Document medical treatment or refusal of treatment
- Document injuries with photographs as well as written description
- Document statement from victim
- Ensure the dog is properly quarantined for 10 days and check vaccination status
- Advise victim of status of dogs vaccinations and quarantine ASAP
- Follow up with victim when the dog is taken out of quarantine
- Interview witnesses and document their statements
- Interview medical care providers concerning the injury and document
- Consult with detective division if assistance with investigation necessary
- Document all evidence gathered including names, phone numbers and addresses of all involved parties
- Consider all relevant evidence, including circumstantial, direct and physical
- Conduct full review of dogs previous interactions with people and animals
 - In house records check
 - Records check from other communities if relevant
 - Review any existing reports
- Investigate any unreported incidents of aggressive behavior that are uncovered during the investigation
- Make determination, based on all the facts gathered, as to whether or not a dangerous dog hearing will be requested and advise the victim of that determination
- If hearing is not called for - advise victim of right to request a dangerous dog hearing and how to request one
- Submit full report to Operations Lieutenant for review and approval

Harwich Pet Memorial Gardens & Walking Park



Photo: courtesy of Curlew Hills Memory Gardens, Inc. Palm Harbor, FL

Why should I build a Pet Burial Ground

- Who will want to use a pet burial ground? Is there a need?
- Where do we put it in Town?
- Who will be managing property?
- What type of burials will be able to go on property? What products should we carry?
- How will it be laid out?
- How much revenue can we make?

Why should I build a Pet Burial Ground

- I have often been asked by cemetery lot owners about having the remains of their pets interred within their family plots.
- Unfortunately, the rules and regulations for the Town of Harwich state that cemetery lots are for human remains only.
- With the growing interest from plot owners and pet owners. I felt it was necessary to find a solution for this impending issue.

Is there a need for a Pet Burial Ground.

- Totals are for year round residents.
- NOT INCLUDED ARE:
 - Unregistered dog
 - Cats
 - Horses
 - Other pets to be buried

| Total Number of Dog License Issued by Towns | | | | | |
|---|-----------|-----------|-----------|-----------|---------------|
| Towns | Year 2013 | Year 2014 | Year 2015 | Year 2016 | Year 2017 |
| Harwich | 1,237 | 1,176 | 1,236 | 1,190 | 1,235 |
| Brewster | 1,068 | 926 | 1,029 | 1,117 | 1,163 |
| Chatham | 543 | 534 | 502 | 512 | 507 |
| Dennis | 1,933 | 1,925 | 1,917 | 1,940 | 1,945 |
| Yarmouth | 2,100 | 2,100 | 2,100 | 2,100 | 2,100 |
| Barnstable | 3,625 | 3,780 | 3,650 | 3,582 | 3,661 |
| Eastham | 1,050 | 990 | 986 | 981 | 984 |
| Truro | 279 | 277 | 267 | 247 | 262 |
| Provincetown | 300 | 300 | 272 | 261 | 262 |
| Wellfleet | | | | | |
| Mashpee | 416 | 706 | 609 | 1,000 | 1,003 |
| Sandwich | 1,328 | 2,025 | 2,011 | 2,492 | 2,081 |
| Falmouth | 1,212 | 1,212 | 1,212 | 1,212 | 1,212 |
| Bourne | 2,408 | 2,946 | 2,509 | 2,917 | 2,610 |
| Orleans | 590 | 614 | 618 | 619 | 718 |
| Total Number of Registered Dogs | | | | | 19,743 |

People waiting for lots

- We currently have over 200 people waiting to purchase lots in the burial ground.

Cremated dogs, cats and horses on the list.

Pet owners wanting to purchasing pre-need.

K-9 Officers had seven K-9 dogs waiting for interment.

Competitor Analysis

- Animal Rescue League in Brewster has no Pet Burial Ground and their Burial Ground in Boston is no longer accepting new clients as it is full.
- Plymouth - Pleasant Mountain and Pet Rest (51 miles)
- Middleboro - Angel View Pet Cemetery (57 miles)



Pine Ridge Pet Cemetery

Established in 1907, the historic Pine Ridge Pet Cemetery is situated on the Animal Rescue League of Boston's (ARL) 27-acre campus in Dedham, Massachusetts. **Due to operational limitations, Pine Ridge Cemetery is no longer offering the sale of new burial plots and in-house private cremation services.**

We will accommodate clients seeking private pet cremations through contracted services with [Angel View](#). For those seeking pet burial services, we can refer you to other reputable local organizations.

Finding A Location

- Researched Town Owned Lots
- Worked with Town Assessor
 - Narrowed it down to three lots and choose one across the street from DPW 2.25 Acre lot that was taken to be used for Municipal Use. This parcel was on Town Meeting Warrant several time to sell and was voted down each time
- Town Surveyor and Town Engineer to draft Article
- Health Department & Conservation Agent
 - No Wetland Issues and No Invasive species
- DPW Director

May 8, 1997
Taking of
Land by
eminent
domain for
**open space or
other
municipal
purposes.**

TOWN OF  HARWICH

Anita N. Doucette
Town Clerk

733 Main Street
Harwich, Massachusetts 02645
Tel. 308-410-7174

ANNUAL TOWN MEETING
MAY 8, 1997

ARTICLE 62. NICHU LAND SWAP

ARTICLE 62. To see if the Town will vote to authorize the Selectmen to take by eminent domain for **open space or other municipal purposes**, certain land currently owned by the Town, and acquired through an exchange of land with Niche, Inc., for the purpose of clearing the Town's title thereof of any possible title defects and shown on Assessor's Maps as follows:

| | | |
|--|---------------------|------------|
| Map 69M1 | 276 Queen Anne Road | 2.25 acres |
| Map 58K10 (portion) | 214 Queen Anne Road | .37 acres |
| (Total size of Parcel K10 is 2.07 acres) | | |

and the Selectmen be authorized to take said land or interest therein on such terms and conditions and with such limitations as they deem appropriate to protect the Town's interest, and to raise and appropriate a sufficient sum of money for this purpose and to act fully thereon. By request of the Board of Selectmen.

Motion: (Carol A. Thayer) I move that this article be accepted and adopted.
(duly seconded)

Action: It is a unanimous vote, so declared.

A true copy May 28, 1997

(Seal)

Anita N. Doucette, Town Clerk



Annual Report of Harwich 2006

page 83

ARTICLE # 37:

Sell Parcels of Land
Owned by the Town

276 Queen Anne Road

Motion FAILED

**TOWN OF HARWICH
2006 ANNUAL REPORTS**

SELL PARCELS OF LAND OWNED BY THE TOWN

ARTICLE 37. To see if the Town will vote to authorize the Board of Selectmen to sell certain parcels of land owned by the Town upon such terms and conditions as the Board deems to be in the best interest of the Town, and to authorize the Board to first take such parcels by eminent domain for the purpose of clearing title thereto, and to further authorize the Board to enter into any agreements in connection with the above purpose, and to act fully thereon. The specific parcels are as follows:

| Address | Assessors | | Acreage |
|--------------------------|-----------|----------|-------------------|
| | Map | Parcel | |
| 0 Bank Street | 32 | N3-B | .20 acres |
| 0 Main Street | 39 | C2 | .392 acres |
| 172 Queen Anne Rd | 58 | K1-3 | .68 acres |
| 178 Queen Anne Rd. | 58 | K1-4 | .79 acres |
| 246 Queen Anne Rd | 58 | K6 | 1.45 acres |
| <u>276 Queen Anne Rd</u> | <u>69</u> | <u>M</u> | <u>2.25 acres</u> |
| Cottonwood Road | 92 | H5-A | .44 acres |

By request of the Board of Selectmen...

NO RECOMMENDATION PENDING FURTHER INFORMATION.

MOTION: (Brian Widgren, Chairman-Finance Committee) I move that this article be accepted and adopted and that the care, custody, management and control of the land described in the article be transferred from the Board of Selectmen for general municipal purposes to the Board of Selectmen for general municipal purposes and for the purpose of taking the land by eminent domain for the purpose of clearing title thereto and for the purpose of selling the land upon such terms and conditions as the Board of Selectmen deems to be in the best interest of the town.

Duly seconded

A motion was made and seconded to terminate debate, a 3/4 majority vote is needed to pass; it is a unanimous vote, so declared.

ACTION: This article is an interest in land; it needs a 2/3 majority vote to pass. motion failed

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Annual Report of Harwich 2007

pages 108 to 109

ARTICLE # 73

Sell Parcels of Land Owned by the Town.

12 parcels on Article 4 were deleted and removed.

276 Queen Anne Road was removed.

SELL PARCELS OF LAND OWNED BY THE TOWN

ARTICLE 73. To see if the Town will vote to authorize the Board of Selectmen to sell certain parcels of land owned by the Town, the proceeds which will be deposited into the Affordable Housing Trust Fund upon such terms and conditions as the Board deems to be in the best interest of the Town, and to authorize the Board to first take such parcels by eminent domain for the purpose of clearing title thereto, and to further authorize the Board to enter into any agreements in connection with the above purpose and to act fully thereon. The specific parcels are as follows:

| Map/Parcel | Address | Acres |
|------------------------|---------------------|------------|
| Map 32/Lot N3-B | 0 Bark Street | .20 acres |
| Map 58/Lot K6 | 246 Queen Anne Road | 1.45 acres |
| Map 69/Lot M1 | 276 Queen Anne Road | 2.25 acres |
| Map 58/Lot K1-4 | 178 Queen Anne Road | .79 acres |
| Map 58/Lot K1-3 | 172 Queen Anne Road | .68 acres |
| Map 72/Lot L 262 | 759 Queen Anne Road | .23 acres |
| Map 85/Lot S 102 | 13 Haromar Heath | .25 acres |
| Map 66/Lot A 1-91 (94) | 754 Depot Street | .23 acres |
| Map 92/Lot H5-A | 0 Cottonwood Road | .44 acres |
| Map 13/Lot A-3 | 386 Route 28 | .30 acres |
| Map 65/Lot A4-70 (73) | 0 Belmont Gardens | .23 acres |
| Map 39/Lot C-2 | 0 Main Street | .39 acres |

By request of the Board of Selectmen and the Housing Committee.
NO RECOMMENDATION PENDING FURTHER INFORMATION.

MOTION: (David Mansland - Selectman) I move that this article be accepted and adopted as printed in the warrant. Duly seconded

AMENDMENT: (Paul Widgren - Real Estate and Open Space Committee) I move that this Main Motion be amended to read as follows: **This article be accepted and adopted as printed except that the following parcels be deleted.**

| | | |
|-----------------|---------------------|------------|
| Map 58/Lot K6 | 246 Queen Anne Road | 1.45 acres |
| Map 69/Lot M1 | 276 Queen Anne Road | 2.25 acres |
| Map 58/Lot K1-4 | 178 Queen Anne Road | .79 acres |
| Map 58/Lot K1-3 | 172 Queen Anne Road | .68 acres |

Duly seconded

ACTION ON AMENDMENT: A standing count was taken, YTS 106 NO OR amendment carried.

AMENDMENT: (Stephen Chandler) I move that the main motion be further amended by adding the following parcel to the list of those parcels to be deleted.

| | | |
|-----------------|---------------|-----------|
| Map 32/Lot N3-B | 0 Bark Street | .20 acres |
|-----------------|---------------|-----------|

Duly seconded

ACTION: This amendment did not carry.

AMENDMENT: (Leo Calzavara) I move that the main motion be further amended by adding the following parcels to the list of those parcels to be deleted.

| | | |
|------------------------|------------------|-----------|
| Map 85/Lot S 102 | 13 Haromar Heath | .25 acres |
| Map 66/Lot A 1-91 (94) | 754 Depot Street | .23 acres |

Duly seconded

ACTION ON AMENDMENT: This amendment carried.

A motion was made and seconded to terminate debate, this needed a 3/4 majority vote to pass, it was a unanimous vote, so declared.

ACTION ON MAIN MOTION AS AMENDED: This article needed a 2/3 majority vote to pass, it was declared to have received the necessary 2/3 majority vote, the article passed.

ACQUIRE PROPERTIES ASSESSED TO CAPE COD HOSPITAL

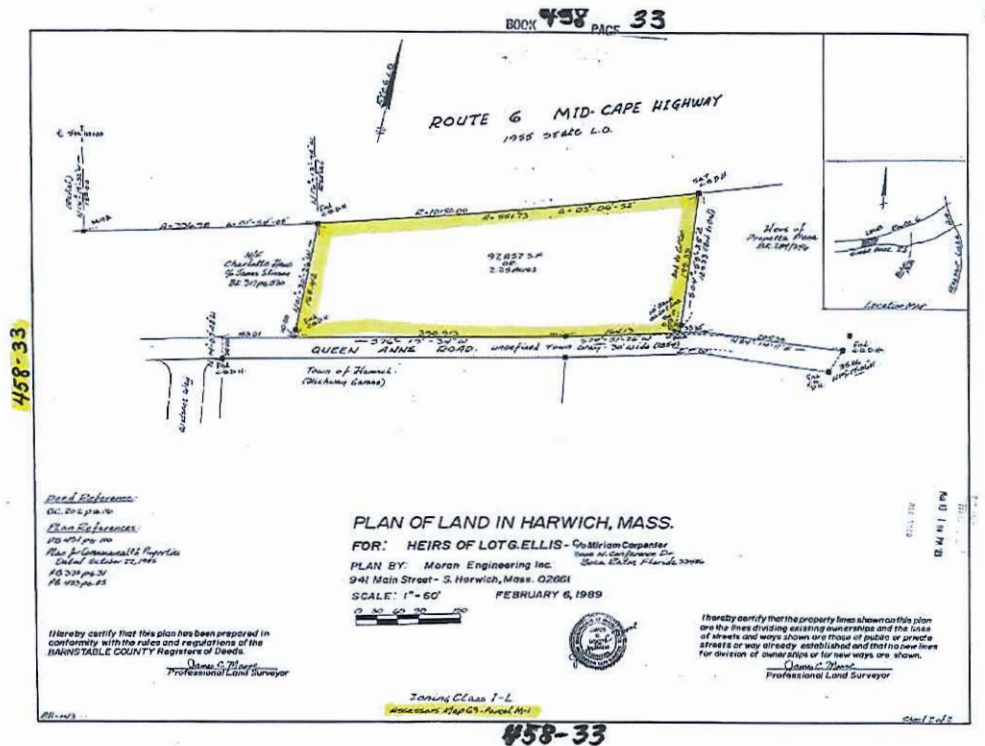
ARTICLE 74. To see if the Town will vote to accept five (5) properties owned by Cape Cod Hospital that are up for tax taking by accepting a release deed from Cape Cod Hospital and to act fully thereon. The properties are as follows:

| Assessor's Map | Parcel |
|----------------|----------|
| Misc. | 4 |
| Misc. | 5 |
| Misc. | 6 |
| Misc. | 7 |
| Misc. | 11260000 |

By request of the Board of Assessors.

To see if the Town will vote to transfer the care, custody, management and control of the parcel of land described below, acquired by the Town by eminent domain for open space or other municipal purposes from the Board of Selectman to the Cemetery Department for development of a Pet Cemetery and Pet Crematory. By request of the Harwich Cemetery Commission.

2.25 +/- acres located at 276 Queen Anne Road, Harwich Map 69/M1



Transfer of Property

- Cemetery Commission approval
- Article # 57 Town Meeting 2016 Approve The Transfer of Town Parcel to Cemetery Department to Develop A Pet Cemetery And Pet Crematory.
- Passed after debate with YES 104 NO 38

**APPROVE THE TRANSFER OF TOWN PARCEL
TO CEMETERY DEPARTMENT TO
DEVELOP A PET CEMETERY AND PET CREMATORY**

ARTICLE 57: To see if the Town will vote to dedicate and designate a parcel of land containing 2.25 acres, more or less, located at 276 Queen Anne Road, containing 2.25 acres, shown on Assessors Map 69 as Parcel M1, and being a portion of the premise acquired by the Town pursuant to order of taking recorded with the Barnstable Registry of Deeds in Book 11666, Pages 103-105, for cemetery purposes, including, without limitation, for the development of a pet crematory and pet cemetery, with the Cemetery Commissioners having the care, custody, management and control of said property, and to act fully thereon. By request of the Cemetery Commission.

FINANCE COMMITTEE RECOMMENDS THIS ARTICLE BE ACCEPTED AND ADOPTED. VOTE: YES-6, NO-0.

MOTION: (Dana A. DeCosta, Chairman-Finance Committee) I move that this article be accepted and adopted as printed in the warrant.

Duly seconded

AMENDMENT TO THE MAIN MOTION: (Suzanne Martell) I move that the motion be amended to read as follows: That the Article be accepted and adopted as printed in the warrant except that the development of a pet cemetery be deleted.

Duly seconded

ACTION ON THE AMENDMENT: The Amendment did not carry.

A motion was made and seconded to terminate debate, this required a 3/4 majority vote to pass, it was a unanimous vote, so declared.

ACTION ON THE MAIN MOTION: This required a 2/3 majority vote to pass, a standing count was taken YES 104, NO-38, the motion carried.

Mission Statement

- To provide our customers with the best overall public Pet Burial Ground experience by creating a friendly and professional atmosphere that aligns with our mission of Harwich Pet Memorial Garden and Walking Park. To create a place our customers, residents and employees will want to share with their pets, friends and family as we set the standard for municipal pet services.

Developing Burial Ground

- What Sections will be needed
- Size of lots and memorials
- Layout of grounds
- Features to be included

Pathway, Handicap Accessible

Flat Flush markers for easy of Maintenance

Benches, Plantings

Dog Waste Stations



What type of burials are needed?

Going to clients:

- Paw Palooza
- Hyannis Country & Gardens
- Dog Events
- Blessing of the Dogs
- Churches
- Pet Stores

Country Garden 8th Annual Dog Days of Summer

 August 11, 2018



July 14 & 15, 2018
The Cape's Largest Dog Festival



6. The Cape Cod Dog, Eastham, MA

They specify that only four-legged friends are welcome, but we doubt they will turn away [this face](#). Proceeds benefit the [Brewster Shelter](#) of Bawston.
December 12- 3 PM to 7 PM

AKC 2018 Cape Cod Cluster

September 13, 2018 - September 16, 2018 (Thursday - Sunday)

Collecting Data the Events

- Customers Names, Address, Email what cremation need.
- Cremated Horses, Large dogs, Small Dogs, Cats, etc.
- Double lots, Single lots.
- Cape Cod Police Dogs section for K-9 dogs.
- Pet owners
- Supporters
- Handicap Accessibility Community.

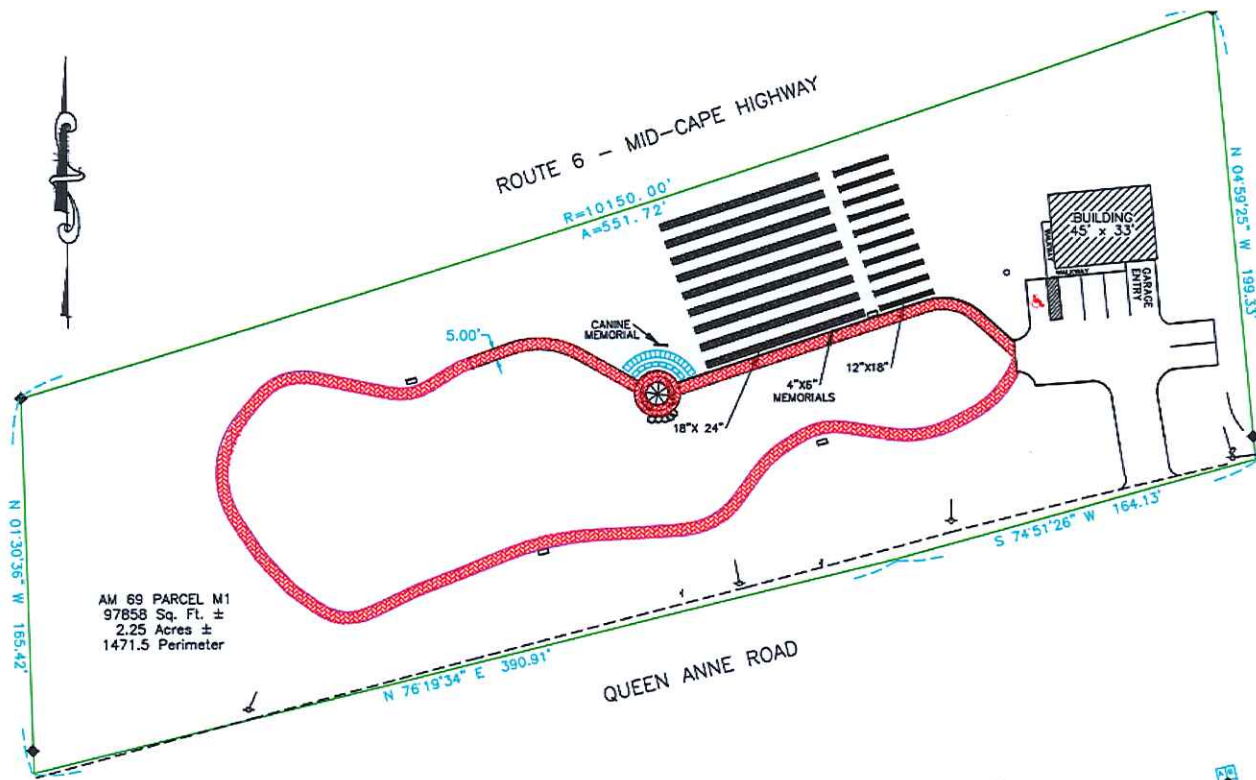


Phase 1 of Burial Ground

- Grounds are ready to have interments of cremated remains.
- Just over 9% of the burial ground in Phase 1.
- 3 sections have been proposed.
 - Double and Single grave lots.
 - Memorial bricks around walkway. (after walkway is installed.)



Total for upper right corner of Memorial Garden Lots



Section 1 162,000
Section 11 48,000
Brick Section 60,875
\$270,875

SCALE 1" = 20"

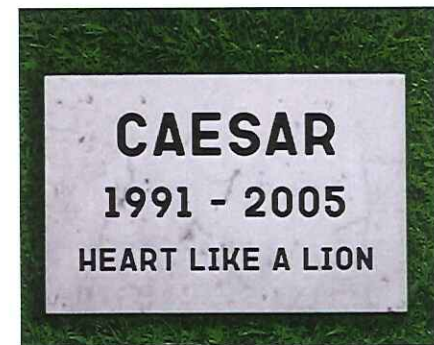
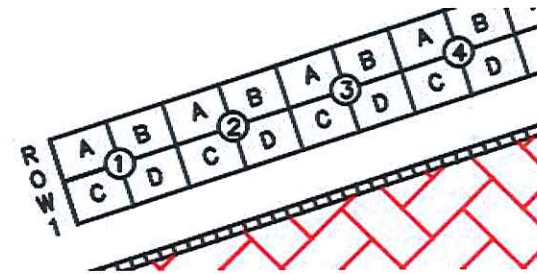


TYPICAL DETAIL

Section 1

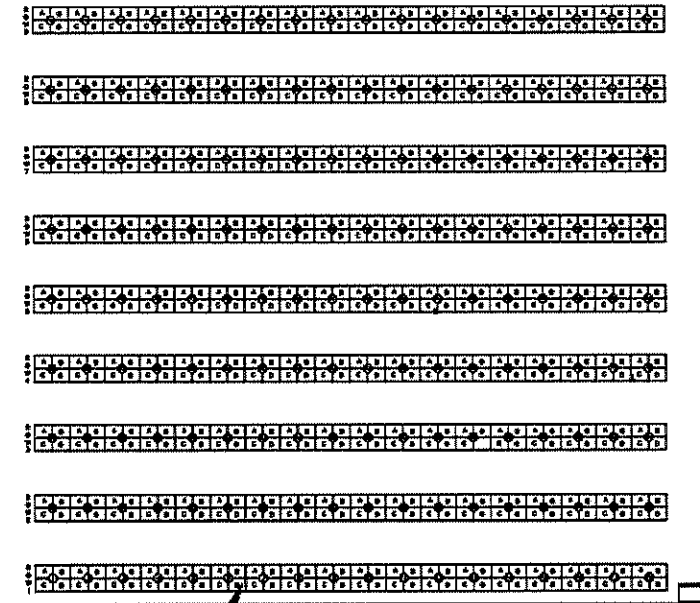
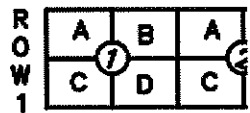
Double Lots (Harwich Resident)

- Lot size is 24" x 18"
 - One Large Cremation (ex Horse)
 - Two small Cremation
- Memorials 18" x 12"
- Each numbered lot has 4 (A, B, C & D)
- 18 lots in each row and 9 rows (18 x 9 x 4 = 648 lots)
- Five feet of green open space between rows.



Double Lot Section

18 Lots each lot has A B C D
9 Rows



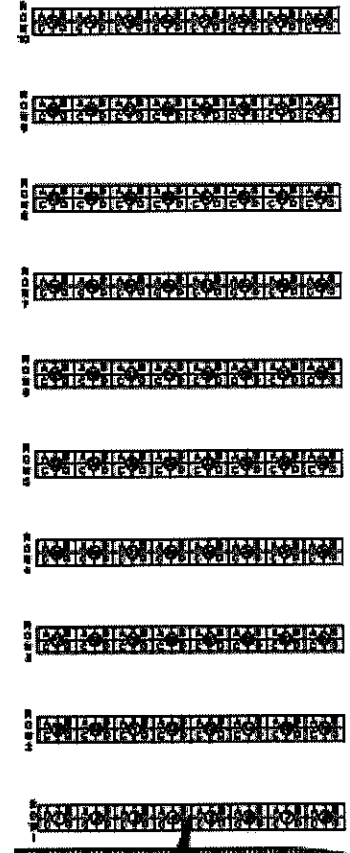
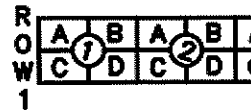
Each lot $150.00 \times 648 = \$97,200.00$

Each lot opening $(50.00 \times 2) \times 648 = \$64,800.00$

Total for section = **$\$162,000.00$**

Section II (If Harwich Resident)

- Lot size is 18" x 12"
- Memorials 12" x 8"
- Each numbered lot has 4 (A, B, C & D)
- 8 lots in each row and 10 rows (8 x 10 x 4 = 320 lots)
- Five feet of green open space between rows.
- Each lot 100.00 x 320 = \$32,000.00
- Each lot opening 50.00 x 320 \$16,000.00
- Total for section = **\$48,000.00**



Bricks around Walkway

- Brick size is 4" x 6"
- $160.78 \text{ feet} / .33 = 487 \text{ Bricks}$
- Each Brick lot $\$75.00 \times 487 = 36,525$
- Opening cost internment $50 \times 487 = \$24,350$
- Total for Brick Section is **$\$60,875$**



K-9 Memorial

(to be paid for by donations)



Born to love
Trained to serve
Loyal to the end
Best Friends to
Our Nations Finest
We serve our masters
Who serve mankind



DEDICATED TO ALL CANINES WHO HAVE DIED IN THE LINE OF DUTY OR WHO HAVE SERVED FAITHFULLY AND HAVE BEEN RETIRED FROM LAW ENFORCEMENT DUTIES.

Total area of property development in Phase I

- 8370 sf in lots + 803 sf Walkway = 9173
- Total Area of property 97,858 square feet
- $9173 / 97,858 = 9.37\%$ would be developed
- If we develop 70% of property ($97858 - 30\%$) = 68,500 sf. to be developed
- $270,875 / 9173 = 29.529 \times 68,500$

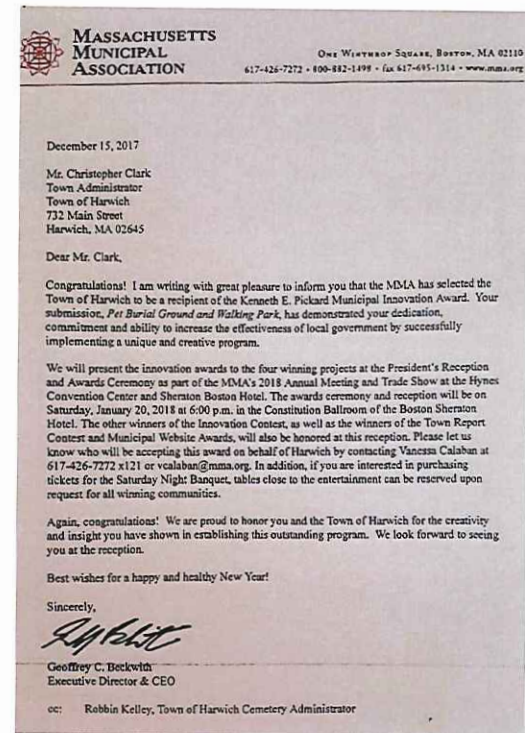
• Total of \$2,022,777*

*Harwich Residents only

Kenneth E Pickard Municipal Innovation Award Pet Burial Ground and Walking Park



Demonstrated their “dedication, commitment and ability to increase effectiveness of local government by successfully implementing a unique and creative program”.



- We are pleased to be able to take the important step of permitting pet burials, which will allow us to better meet the emotional needs of the many families and individuals who have a strong bond with their pets.
- The Pet Burial Grounds is a tranquil sanctuary designed especially for the memorialization of animals and is a source of pride and final resting place for animal companions.
- The area will be well maintained and have suitable vegetative perimeter screen for privacy.





Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

One Winter Street Boston, MA 02108 • 617-292-5500

Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor

Matthew A. Beaton
Secretary

Martin Suuberg
Commissioner

January 4, 2019

Christopher Clark, Town Administrator
Town Hall
732 Main Street
Harwich, MA 02645

Re: Town of Harwich
0-Percent Interest SRF Loan Eligibility
CWSRF No. 4424
Draft Land Use Control Regulation

Dear Mr. Clark:

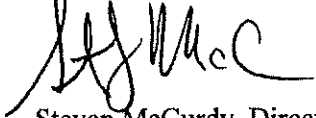
The Town has expressed interest in obtaining a reduced rate loan for work related to the installation of wastewater collection system piping within the Pleasant Bay service area and, to date, has satisfied four (4) of the five (5) regulatory requirements set forth in Chapter 312, Acts of 2008, Section 5. The Town is eligible for zero-percent (0-percent) interest SRF loan financing upon the successful adoption of land use controls. The Massachusetts Department of Environmental Protection (MassDEP), Division of Municipal Services (DMS), received a revised draft land use control (LUC) regulation intended for implementation within the Town of Harwich.

A review of the revised regulation in accordance with the criteria established under regulations 310 CMR 44.04 was accepted by DMS on November 14, 2018, and the Department of Housing and Community Development (DHCD) in a memo dated December 13, 2018. The Town's proposed LUC regulation applies to all present and future sewer service areas that are outlined in a Targeted Watershed Plan, and the Comprehensive Wastewater Management Plan that has been approved by the Secretary of the Executive Office of Environmental and Energy Affairs and MassDEP.

At this time, please request the Board of Selectmen, acting as Sewer Commissioners, host a public discussion on the proposed Land Use Control Regulation at a regularly scheduled meeting. Barring objection, please request the Board move to adopt the LUC as part of current Sewer Use Regulations. Upon adoption, provide to this office a certified copy of the approved Regulation by the Town Clerk, along with a copy of the meeting Agenda and subsequent Minutes. Receipt of these documents will satisfy the outstanding SRF loan conditions associated with eligibility for 0-percent interest financing for the upcoming construction work.

If there are any questions concerning this matter, please do not hesitate to contact Gregory Devine of my staff at 617.292.5883.

Sincerely,

A handwritten signature in black ink, appearing to read 'S. McCurdy', written over the word 'Sincerely,'.

Steven McCurdy, Director
Division of Municipal Services

Cc: David Young, CDM Smith
Gregory Devine, DMS - Boston
Ashraf Gabour, DMS - Boston

SEWER USE REGULATIONS

Harwich, MA

Article XII

Land Use Controls – Wastewater Flow Management

November 5, 2018 – DRAFT 1

Preamble:

The Town of Harwich Board of Selectmen being responsible for the design and construction of the town sewer systems and for the implementation of the Comprehensive Wastewater Management Plan (CWMP) adopt the following Land Use Control – Wastewater Flow Management regulation to achieve Flow Neutral requirements. Sewer Service Areas (SSAs) to be implemented over eight phases during a 40-year period and wastewater flow projections for those areas have been defined after completing a comprehensive and deliberate study of the existing and projected wastewater needs of the Town. Reference is hereby made to the Final CWMP accepted by the Secretary of the Massachusetts Executive Office of Energy and Environmental Affairs (EOEEA) in 2016. The intent of this regulation is to manage the wastewater flows in Town to those projected in the approved CWMP, and sewage treatment provided through intermunicipal agreements and/or in the case of construction of a wastewater treatment facility, the issuance of flow limits issued through a MassDEP Groundwater Discharge permit.

Commented [YDF1]: Believe this should be the MassDEP Groundwater Discharge Permit; not NPDES since land recharge

Background:

Any owner of a house, building, or other structure used for human habitation, occupancy, employment, or recreation shall install sanitary facilities thereon in order to connect at his or her own expense to a public sanitary sewer of the Town based on the following sections.

All Connection and Extension Permits for sanitary sewers shall be issued at the sole discretion of the Harwich Board of Selectmen. Implementation of the Comprehensive Wastewater Management Plan and construction of the sewer systems are the responsibility of the Board of Selectmen. The Town of Harwich completed a CWMP in 2016 prepared by CDM Smith Inc., to provide a comprehensive wastewater management plan that outlines the existing and future wastewater needs of the Town in order to protect and restore water quality.

To analyze existing wastewater flows and estimate future wastewater needs, the Town was divided into eight Sewer Service Areas primarily by watershed. The Campground Area, Great Sand Lakes area, and the Route 28 Harwich Port area are outside of the Massachusetts Estuaries Project (MEP) watershed areas and thus are grouped separately. Figure 13-4 from the CWMP shows the watersheds and SSAs. Existing and future wastewater flows were also calculated for each of the five watersheds. The approved March, 2016 CWMP, used water use data from 2004 through 2007 to estimate existing and future wastewater needs, identifying a future need of 1,259,000 gallons per day (gpd). The sewer service area flows for each of the eight (8) watershed areas are summarized in attached Table 1-1.

The Harwich Board of Selectmen will use information and recommendations included in the CWMP as a guide when considering applications for new connection and extension permits and thereby manage the capacity within the sewer system to serve the needs of the Town for the 40-year planning period.

Regulation: Land Use Control – Wastewater Flow Management

The Harwich Board of Selectmen are adopting this new Sewer Use Regulation article that will ensure managed smart growth and prevent excessive growth based on availability of municipal sewer service.

General Land Use Controls

The Sewer Use Regulation as adopted by the Board of Selectmen delineates and designates eight SSAs and the wastewater flow to be allocated to those individual areas. The areas are shown on Figure 1-1 and the flows are shown on Table 1-1, are both attached and made a part of this sewer use regulation Article XII. Those flows shall be utilized as a guide by the Town in allocating flows for new connections within the individual SSA during the noted 40-year planning period (2017-2057). Flows are based on actual flows.

Wastewater Flow Management

The Board of Selectmen reserve the right to reallocate flows within all SSAs provided that the following provisions are met:

1. An applicant seeking to alter a SSA or flow within a SSA shall be responsible for all costs associated with that change including potential for filing a Notice of Project Change with the Massachusetts Environmental Policy Act (MEPA) Office as well as burden of proof to demonstrate the public health need or water quality need, and public benefit;
2. A re-allocation of flows within the SSA shall not exceed the total project flow increase for Harwich in the projected 40-year planning period as presented in the March, 2016 CWMP and shown in Table 1-1;
3. A re-allocation of flow from one SSA to another SSA without exceeding the total flow increase shall be subject to a simple majority vote of the Board of Selectmen; and
4. A re-allocation of flows to an area outside an existing SSA shall only be allowed under the following circumstances:
 - a. For non-public health emergencies or water quality benefits, by unanimous vote of the Board of Selectmen and by positive vote of a legally convened town meeting if zoning changes or Town funding is required. This provision is possible provided the total flow for the projected 40-year planning period is not exceeded.
 - b. For public health emergencies, by unanimous vote of the Board of Selectmen and by recommendation of the Harwich Board of Health. This provision is possible provided the total flow for the projected 40-year planning period is not exceeded.

Abandonment of Systems

Existing on-site septic systems that are connected to the Town's sewer system shall comply with Commonwealth of Massachusetts – Department of Environmental Protection Regulations 310 CMR 15.354 – Abandonment of Systems and any local Harwich Board of Health regulations.

Adopted

The Board of Selectmen for the Town of Harwich, MA, do hereby adopt the following Land Use Control – Wastewater Flow Management regulation. The sewer service areas and projected wastewater flows have been designated following comprehensive and deliberate study of the existing and projected wastewater needs of the Town. Reference is hereby made to the Final Comprehensive Wastewater Management Plan (CWMP) accepted by the MEPA Office in 2016.

Approved:

Date: _____

Board of Selectmen:

Table 1 – 1
Sewer Service Areas

| Sewer Service Area Name (SSAs) | Flow Allocation (in gpd) | Approved Flow (in gpd) |
|---------------------------------------|---------------------------------|-------------------------------|
| Allen Harbor | 61,500 | 0 |
| Herring River | 628,000 | 0 |
| Route 28/Out MEP | 28,000 | 0 |
| Pleasant Bay | 326,000 | 300,000 (1) |
| Saquatucket Harbor | 113,000 | 0 |
| Wychmere Harbor | 31,900 | 0 |
| Campground | 34,800 | 0 |
| Great Sand Lake | 35,800 | 0 |
| CWMP Total Flow | 1,259,000 | 300,000 |

- (1) Town has an executed Inter-municipal Agreement with the Town of Harwich for 300,000 gallons to service the Pleasant Bay Sewer Service Area.
- (2) Phased approvals for wastewater flow to the listed SSAs will be approved by the town Wastewater Commissioners as inter-municipal agreements and construction of a wastewater treatment facility with an issued MassDEP Groundwater Discharge Permit that outline maximum available sewer flows.

Commented [YDF2]: Groundwater Discharge Permit??

SEWER USE REGULATIONS

Harwich, MA

Article XII

Land Use Controls – Wastewater Flow Management

November 5, 2018 – DRAFT 1

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Background:

Any owner of a house, building, or other structure used for human habitation, occupancy, employment, or recreation shall install sanitary facilities thereon in order to connect at his or her own expense to a public sanitary sewer of the Town based on the following sections.

All Connection and Extension Permits for sanitary sewers shall be issued at the sole discretion of the Harwich Board of Selectmen. Implementation of the Comprehensive Wastewater Management Plan and construction of the sewer systems are the responsibility of the Board of Selectmen. The Town of Harwich completed a CWMP in 2016 prepared by CDM Smith Inc., to provide a comprehensive wastewater management plan that outlines the existing and future wastewater needs of the Town in order to protect and restore water quality.

To analyze existing wastewater flows and estimate future wastewater needs, the Town was divided into eight Sewer Service Areas primarily by watershed. The Campground Area, Great Sand Lakes area, and the Route 28 Harwich Port area are outside of the Massachusetts Estuaries Project (MEP) watershed areas and thus are grouped separately. Figure 13-4 from the CWMP shows the watersheds and SSAs. Existing and future wastewater flows were also calculated for each of the five watersheds. The approved March, 2016 CWMP, used water use data from 2004 through 2007 to estimate existing and future wastewater needs, identifying a future need of 1,259,000 gallons per day (gpd). The sewer service area flows for each of the eight (8) watershed areas are summarized in attached Table 1-1.

The Harwich Board of Selectmen will use information and recommendations included in the CWMP as a guide when considering applications for new connection and extension permits and thereby manage the capacity within the sewer system to serve the needs of the Town for the 40-year planning period.

Regulation: Land Use Control – Wastewater Flow Management

The Harwich Board of Selectmen are adopting this new Sewer Use Regulation article that will ensure managed smart growth and prevent excessive growth based on availability of municipal sewer service.

General Land Use Controls

The Sewer Use Regulation as adopted by the Board of Selectmen delineates and designates eight SSAs and the wastewater flow to be allocated to those individual areas. The areas are shown on Figure 1-1 and the flows are shown on Table 1-1, are both attached and made a part of this sewer use regulation Article XII. Those flows shall be utilized as a guide by the Town in allocating flows for new connections within the individual SSA during the noted 40-year planning period (2017-2057). Flows are based on actual flows.

Wastewater Flow Management

The Board of Selectmen reserve the right to reallocate flows within all SSAs provided that the following provisions are met:

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Adopted

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Approved:

Date: _____

Board of Selectmen:

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SEWER USE REGULATIONS

Harwich, MA

Article XII

Land Use Controls – Wastewater Flow Management

November 5, 2018 – DRAFT 1

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Existing on-site septic systems that are connected to the Town’s sewer system shall comply with Commonwealth of Massachusetts – Department of Environmental Protection Regulations 310 CMR 15.354 – Abandonment of Systems and any local Harwich Board of Health regulations.

Adopted

The Board of Selectmen for the Town of Harwich, MA, do hereby adopt the following Land Use Control – Wastewater Flow Management regulation. The sewer service areas and projected wastewater flows have been designated following comprehensive and deliberate study of the existing and projected wastewater needs of the Town. Reference is hereby made to the Final Comprehensive Wastewater Management Plan (CWMP) accepted by the MEPA Office in 2016.

Approved:

Date: _____

Board of Selectmen:

Table 1 – 1
Sewer Service Areas

| Sewer Service Area Name (SSAs) | Flow Allocation (in gpd) | Approved Flow (in gpd) |
|---------------------------------------|---------------------------------|-------------------------------|
| Allen Harbor | 61,500 | 0 |
| Herring River | 628,000 | 0 |
| Route 28/Out MEP | 28,000 | 0 |
| Pleasant Bay | 326,000 | 300,000 (1) |
| Saquatucket Harbor | 113,000 | 0 |
| Wychmere Harbor | 31,900 | 0 |
| Campground | 34,800 | 0 |
| Great Sand Lake | 35,800 | 0 |
| CWMP Total Flow | 1,259,000 | 300,000 |

- (1) Town has an executed Inter-municipal Agreement with the Town of Harwich for 300,000 gallons to service the Pleasant Bay Sewer Service Area.
- (2) Phased approvals for wastewater flow to the listed SSAs will be approved by the town Wastewater Commissioners as inter-municipal agreements and construction of a wastewater treatment facility with an issued MassDEP Groundwater Discharge Permit that outline maximum available sewer flows.

Memorandum of Agreement

Between

The Town of Harwich, MA

And

The Harwich Conservation Trust

For

The Cold Brook Ecological Restoration Project, Harwich, MA

This Memorandum of Agreement (MOA) is entered into this _____ day of _____, 2019, between the Town of Harwich, MA (Town) and the Harwich Conservation Trust (HCT) for the purposes of designing, permitting, constructing and monitoring the Cold Brook Ecological Restoration Project in Harwich, MA (Project).

1. Purpose

The project site is located within the Robert F. Smith Cold Brook Preserve which is owned and managed by the HCT since 2001. The overall project includes work on approximately 49 acres of the 66 acre Preserve. The former cranberry bog site is currently managed for passive recreation.

The Harwich Comprehensive Wastewater Management Plan (CWMP) developed by the Town and approved by the State in 2016, recommended a natural nitrogen attenuation project be implemented at this site as a means to reduce nitrogen in the nitrogen sensitive Saquatucket Watershed. The Harwich Annual Town Meeting in May, 2017 approved \$2 Million in funding towards design, construction and implementation services to implement this natural nitrogen removal project. The Town goal is to increase natural nitrogen removal through this site from 30 percent to up to 50 percent or greater. Since that time the Town and their team of consultants has been working with the HCT and their partners and consultants to develop a Consensus Alternative, attached as Figure 1 dated June 22, 2018.

The intent of this MOA is to cover the proposed timeframe for design, permitting and construction. A future MOA would be agreed upon to address longterm project monitoring and potential mitigation measures.

2. Commitments

The Town acting through the Town Administrator's Office will provide town resources and hire professional consultants (CDM Smith, TMDL Solutions and CSP/SMAST) to provide timely guidance and technical review to insure the Town goals will be incorporated.

The HCT acting through the HCT Executive Director in partnership with at the Massachusetts Division of Ecological Restoration (DER), U.S. Fish and Wildlife Service (USFWS) and other advisors will be the project lead managing the final design, permitting and construction tasks.

The Town and the HCT agree to undertake this project jointly and to work cooperatively with all local, regional, state and federal review and permitting agencies.

The HCT as owner of the project site reserves the right to have final say on all matters related to the implementation of this Project.

The Town reserves the right to have approval prior to bidding of the final design of the Project as it relates to the natural nitrogen removal components in order to meet the intent of the approved Town Meeting funding article.

This MOA shall be governed by the Laws of the Commonwealth of Massachusetts.

3. Project Management

The HCT as project proponent will manage the overall project design, permitting and construction in conjunction with its' partners. The attached Team Organizational Structure dated July 7, 2018 depicts the overall management structure. The Town and its' team will provide technical input and review during this process.

The Town agrees to work with its' team to develop a Nitrogen Monitoring Plan (NMP) that will help document the nitrogen removal within the eco-restoration project site. It is anticipated that the NMP will include frequency of testing, chemical constituents to test, groundwater flow measurements and reporting and review frequency. The NMP will address nitrogen removal in the roughing area, the open water ponds and the marshland area. The HCT and its' partners will provide technical input and review to the NMP. HCT agrees to provide site access to the Town and its' representatives to allow for development and implementation of the NMP.

The Town will execute an Intermunicipal Agreement or equivalent with the Massachusetts Division of Ecological Restoration in order to facilitate the transfer of funds from the Town to the Project during appropriate phases as discussed under Cost Sharing.

HCT and their partners will hold the construction contract and will be responsible for construction oversight. Town and its' representatives will be granted access to the site during construction phase but any review comments must be provided directly to HCT and their partners.

All documents, data gathered and relevant communications during all phases of this project shall be shared with project team members identified on the Team Organizational Structure and any subsequent updates.

4. Cost Sharing

The Town and HCT and their partners agree to share in the costs for designing, permitting and constructing this Project. The Town share will be for natural nitrogen attenuation related components and the HCT and their partners share will be for the eco-restoration components.

Both the Town and HCT agree to seek and secure all potential grant funds or low interest loans as may be available for this project in order to help offset the overall cost to implementing the Project. Grants received will be utilized to reduce Project costs prior to contributions from the Town or HCT.

For the project design, permitting and bidding services the Town agrees to pay an amount not to exceed of \$XX,000 with the remaining funds to be provided by HCT and their partners. The Town is also paying for the services of their consulting team during this phase which also includes the development of the NMP.

For the project construction phase, the Town agrees to fund an amount not to exceed \$X,XXX,000 towards implementing the overall program.

The Town will also fund the Nitrogen Monitoring Plan.

5. Term of Agreement

This MOA shall commence upon execution by the participating parties and shall expire on December 31, 2021.

Should funding not become available to implement this Project, then both parties may mutually agree to terminate this MOA prior to the date of expiration or to extend the MOA beyond the date of expiration.

Should the Project be fully constructed, then the Town and HCT commit to and will enter into a subsequent longterm MOA that addresses responsibilities, site access and potential mitigation triggers and actions prior to the expiration of this MOA. Each party shall be responsible for its' share of the financial liabilities incurred prior to any such termination.

6. Signatures

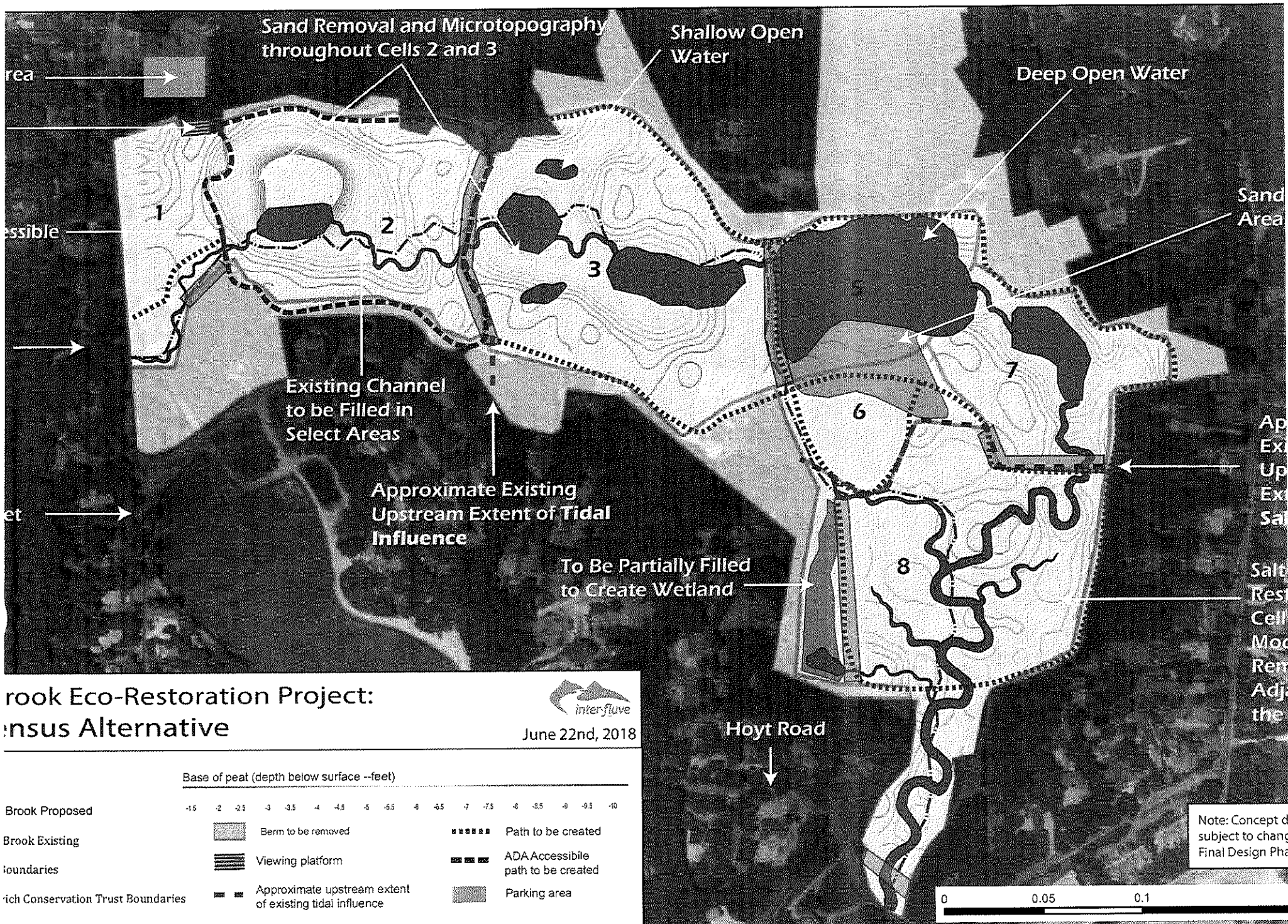
In Witness Whereof, the Parties hereto have caused the Memorandum of Agreement to be executed by their duly authorized officers as of the dates given below.

Harwich Board of Selectmen

HCT Trustees

Date: _____

Date: _____



**Brook Eco-Restoration Project:
Consensus Alternative**



June 22nd, 2018

| Base of peat (depth below surface --feet) | |
|---|------|
| -1.5 | -10 |
| -2 | -9.5 |
| -2.5 | -9 |
| -3 | -8.5 |
| -3.5 | -8 |
| -4 | -7.5 |
| -4.5 | -7 |
| -5 | -6.5 |
| -5.5 | -6 |
| -6 | -5.5 |
| -6.5 | -5 |
| -7 | -4.5 |
| -7.5 | -4 |
| -8 | -3.5 |
| -8.5 | -3 |
| -9 | -2.5 |
| -9.5 | -2 |
| -10 | -1.5 |

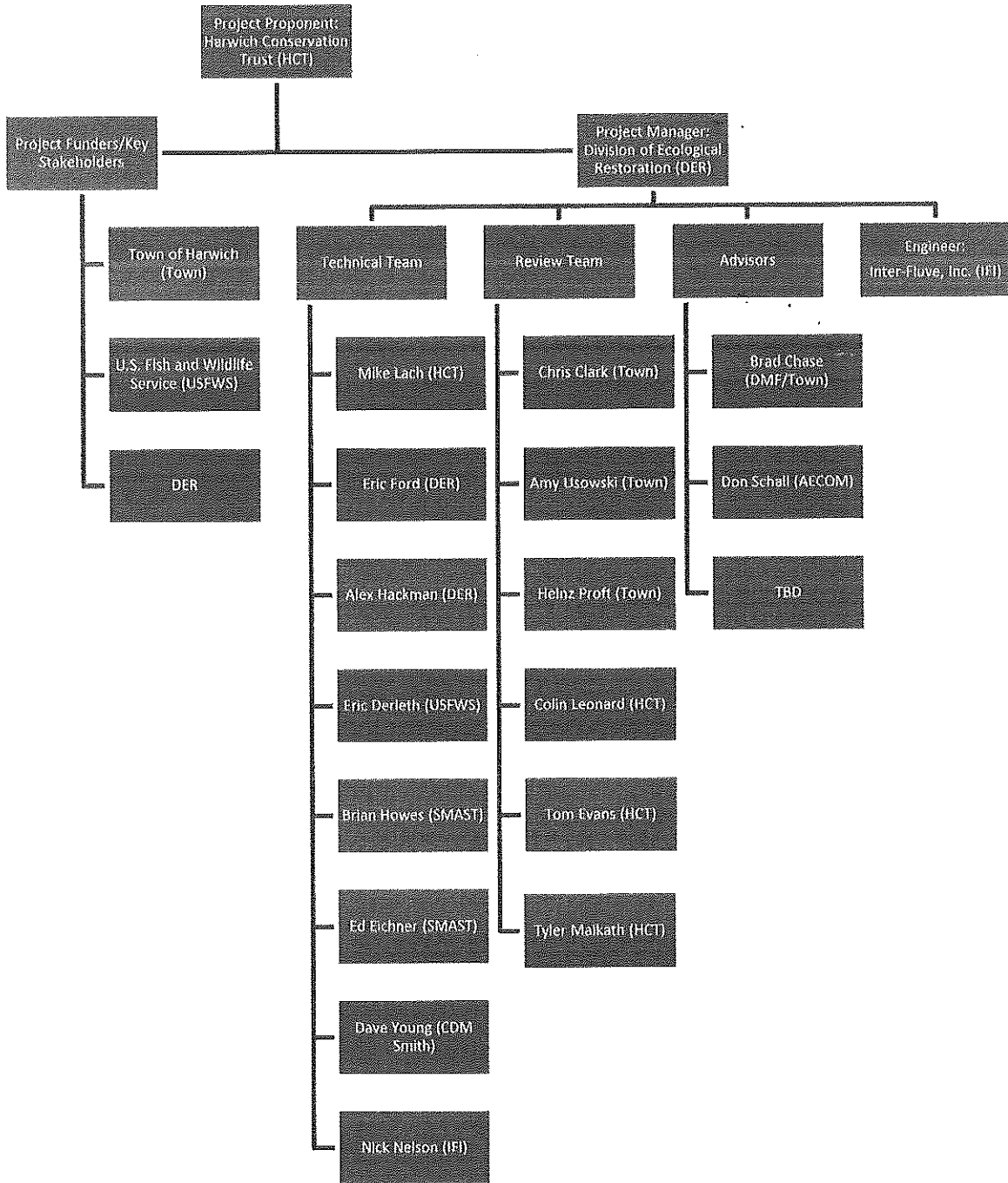
| | |
|---|-----------------------------------|
| Berm to be removed | Path to be created |
| Viewing platform | ADA Accessible path to be created |
| Approximate upstream extent of existing tidal influence | Parking area |

Note: Concept d
subject to chang
Final Design Pha

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the

COLD BROOK ECO-RESTORATION PROJECT

Team Organizational Structure (as of July 7, 2018)*



*Structure may evolve as additional funding/partnerships are secured.

Hierarchy Notes

1. HCT to serve as project proponent and landowner. All final decisions will be made by the HCT.
2. The Massachusetts Division of Ecological Restoration will serve as the project manager, providing technical assistance and coordinating various project teams (defined below).
3. The "Technical Team" will serve as the group responsible for development of the design and permitting documents. The team is composed of members from, or representatives of, various stakeholders, including DER, HCT, the Town, and USFWS.
4. The "Review Team" serves to provide an additional layer of review and ensure that the design represents the best interests of the two primary stakeholders (Town and HCT). Members of the review team include Town representatives, and HCT representatives.
5. "Advisors" are specialists whose expertise may be drawn on from time to time, but are not necessarily members of the project team.

TOWN OF HARWICH, MASSACHUSETTS
ASSISTANT TOWN ADMINISTRATOR

DEFINITION

The Assistant Town Administrator assists the Town Administrator with professional administrative and daily operations of the town; responsibilities include general management, supervision, human resources, procurement, insurance coordination, and special projects; other related work, as required. Serves as a liaison and coordinates between town officials, employees and citizens. This is considered to be a developmental position in which the incumbent will be assigned various duties based upon professional competencies.

Exercises considerable judgment in providing professional advice to the variety of official boards and committees, concerning the development, implementation, and administration of policies, goals, regulations and statutory requirements related to the administration and operation of the Town.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The essential functions or duties listed below are illustrations of the type of work performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

Coordinates the daily operations of the town, oversees and evaluates performance for the Community Development and Community Services department heads, which currently are inclusive of the following departments: Community Development: Health, Building, Conservation, Planning and Engineering, Community Services: Council on Aging, Community Center, Channel 18, Recreation, and Golf may administer some or all of these departments based upon needs of the Town Administrator based upon effective span of control; Oversees activities of all Town employees under direction of or in absence of Town Administrator; Liaisons with Brooks Library and provides information and assistance to town committees.

Assists in procurement and contracting, including supplies, services, design and construction; prepares RFP documents and advises department heads and staff on procurement procedures and requirements; assists departments with the preparation of required contracts.

Acts as primary Human Resources Manager to coordinate training and development of employees. Researches and investigates personnel issues and grievances; Actively assists in collective bargaining negotiations when directed; Advises department heads on the methods to be used when administering personnel procedures including but not limited to: recruiting, hiring, evaluating, disciplining, and terminating; Keeps abreast of federal and state laws and regulations pertaining to personnel practices and labor law; Develops, Administers, and monitors personnel policies and practices to ensure contractual and statutory compliance.

Assists in preparation of annual operating and capital budgets. Assists in the preparation of Town Meeting Warrant articles by preparing backup information on various projects.

Acts as liaison and coordinates activities with municipal, county, state and federal agencies and officials; Attends local, state, federal or other meetings to gather or present information, ask or answer questions and respond to input.

Assists in the preparation for the Board of Selectmen meetings, researching issues, providing background and recommendations for action when requested.

Responds to citizen inquiries, complaints, and suggestions; provides research assistance and addresses requests of other Town departments, general public, citizen groups, and media.

Completes special projects, such as drafting regulations and policies for the Board of Selectmen, conducting research, and project development and management.

Acts as the Town Administrator in his or her absence.

Performs similar or related work as assigned by the Town Administrator

SUPERVISION

Works under the administrative direction of the Town Administrator, in accordance with the bylaws, rules, regulations, policies and procedures of the town; duties require the ability to plan and perform operations; a variety of responsible and complex duties require a thorough knowledge of municipal operations and the exercise of considerable judgment and initiative; situations not clearly defined by precedent or established procedures are referred to the Town Administrator.

SUPERVISORY RESPONSIBILITIES

Supervises a span of control over departments as directed by the Town Administrator as currently or maybe assigned Community Development and Community Services Department Heads and manages the work of these departments and committees under the jurisdiction of the Town Administrator. Acts as an Acting Department Head in the absence or dismissal of a Department Head.

WORK ENVIRONMENT

Work is performed in office conditions; the nature and volume of work is subject to various fluctuations, due to budget, Town Meeting and seasonal cycles; the employee is required to attend evening meetings.

The employee operates standard office equipment.

The employee has ongoing contact with town departments, outside agencies and the public; contacts require excellent public relations skills, persuasiveness and resourcefulness.

The use of discretion is required in relation to town-wide confidential information, including personnel files, collective bargaining negotiations, bid documents, legal proceedings, and criminal investigations.

RECOMMENDED MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE

Bachelor's Degree in public administration or a related field; Master's Degree preferred; three to five years of administrative experience, including municipal management experience; human resources experience is preferred or an equivalent combination of education and experience.

KNOWLEDGE, ABILITY AND SKILL

Knowledge of municipal government, Massachusetts General Laws, including procurement laws and relevant federal laws and regulations, personnel management and labor relations, public finance and budgeting and public ethics.

Ability to communicate effectively, orally and in writing with town employees, outside organizations and the general public; ability to independently prioritize, plan and organize a variety of responsible and complex tasks ; ability to manage multiple projects and departments simultaneously.

Written and verbal communication skills; computer skills; supervisory skills; planning and organization skills; public relations skills.

Proficiency in an electronic documentation, spreadsheets and presentation applications and effective knowledge of availability of information.

Proven supervisory skills

PHYSICAL REQUIREMENTS

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

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

In the One Hundred and Ninetieth General Court

AN ACT AUTHORIZING THE TOWN OF HARWICH TO GRANT 3 ADDITIONAL LICENSES FOR THE SALE OF ALL ALCOHOLIC BEVERAGES TO BE DRUNK ON THE PREMISES.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. (a) Notwithstanding section 17 of chapter 138 of the General Laws, the licensing authority of the town of Harwich may grant 3 additional licenses for the sale of all alcoholic beverages to be drunk on the premises pursuant to section 12 of chapter 138 as follows: (i) 1 license to Blue Stripe, LLC d/b/a Cape Sea Grille, to be located at 31 Sea street, in the town of Harwich; (ii) 1 license to Ember Pizza, Inc. d/b/a Ember, to be located at 600 state route 28, in the town of Harwich; and (iii) 1 license to Pleasant Bay Group, Inc. d/b/a Wequasset Inn, to be located at 2173 state route 28, in the town of Harwich. Licenses granted under this act shall be subject to all of said chapter 138 except said section 17.

(b) A license granted under this act shall only be exercised in the dining room of a common victualler and other public rooms or areas considered reasonable and appropriate by the licensing authority as certified in writing.

(c) The licensing authority shall not approve the transfer of a license granted pursuant to this act to any other location but it may grant a license to a new applicant at the same location if the applicant files with the licensing authority a letter from the department of revenue and a letter from the department of unemployment assistance indicating that the license is in good standing with those departments and that all applicable taxes, fees and contributions have been paid.

(d) If a licensee terminates or fails to renew a license granted under this act or any such license is cancelled, revoked or no longer in use, it shall be returned physically, with all of the legal rights, privileges and restrictions pertaining thereto, to the licensing authority, and the licensing authority may then grant the license to a new applicant at the same location under the same conditions specified in this act.

(e) All licenses granted pursuant to this act shall be issued within 1 year after the effective date of this act; provided, however, that a license originally granted within that time period may be granted to a new applicant pursuant to subsection (c) or (d) thereafter.

SECTION 2. This act shall take effect upon its passage.

Passed to be enacted,

Paul Howard, Speaker.

In Senate, December 31, 2018.

Passed to be enacted,

William Board, President.

January 4, 2019.

Approved,

at *4* o'clock and *44* minutes, P. M.

Henry D. Baker

Governor.

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

January 16, 2018

To: Christopher Clark, Town Administrator
From: Charleen Greenhalgh, Town Planner
Re: Monthly Report – December 18, 2018-January 15, 2019

The fall/winter continues to be busy. Many projects. Below I offer the following updates on recent work and highlights:

- 1) Attended the Post-Institute Housing Meeting
- 2) Harwich Center Initiative Committee:
 - Met with Paul Doane on a number of occasions
 - Assisted with preparation of flyer for stakeholders meeting to be held January 17, 2019 and provided the mailing labels
 - Met with Dan Wolf, Chair, twice to finalize presentation for stakeholders meeting.
- 3) Affordable Housing Trust
 - Attended December 20, 2018 meeting and provided a presentation on available town properties which could be used/suitable for affordable housing
 - Completed assigned work and research following the meeting, including consultation with Town Counsel and other entities
 - Met with Christopher Clark and Andrea Aldana, from CDP and our Housing Coordinator to set agenda for January 24, 2019 meeting
- 4) Attended December 20, 2018 Planning Board meeting. Following the meeting prepared updates to several zoning bylaws that the Board is currently working on and prepared correspondence to Zoning Counsel seeking review and opinion.
- 5) Processed Planning Board applications and other correspondence in the absence of the Planning Assistant over the holiday.
- 6) Attended meeting with CVEC to review and discuss potential solar array/canopy sites.
- 7) Planning Board meeting January 7 and 8, 2019
 - Prepared draft of Accessory Apartment (ADU) bylaw for Selectmen and Planning Board review – meeting held January 7th. I was not able to attend due to a death in the family
 - Prepared staff report for public hearing case to be heard on January 8th
 - Prepared agenda and other materials for January 8th
 - Updated the ADU bylaw as a result of the meeting with the Selectmen and presented this to the Planning Board at the January 8th meeting
 - Made updates to the ADU bylaw, following the January 8th meeting and forwarded to Zoning Counsel for additional review/comments
- 8) Scheduled the first Harwich Port Parking Committee Meeting – Held January 8th.
 - Prepared the agenda and gathered information to share with the Committee

- Was appointment Secretary, so prepared the meeting minutes
 - Next meeting to be held January 29th – Assisted Chair with this agenda
- 9) Met with West Harwich residents and Sarah Korjeff, Historic Preservation Planner with the Cape Cod Commission to discuss options for the Route 28 corridor in West Harwich.
 - 10) The Green Communities Application was approved and Harwich is now a Green Committee. Work will begin on the necessary application for the first round of grant funds.
 - 11) Cultural Compact
 - Continue to meet weekly, or as needed, with Cyndi Williams, Executive Director of the Chamber of Commerce.
 - 12) Attended weekly, or as needed Community Development Meetings.



HARWICHPolice

DEPARTMENT

183 Sisson Road, Harwich, MA 02645

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



DAVID J. GUILLEMETTE
Chief of Police

THOMAS A. GAGNON
Deputy Chief

WEEKLY ACTIVITY REPORT FOR WEEK OF 1/06/19 THROUGH 1/12/19

PATROL

- 383 Calls and patrol-initiated activity logged
 - 3 Arrests
- 41 Traffic Enforcement Assignments completed
- 50 motor vehicle stops resulting in:
 - 29 Verbal warnings
 - 17 Written warnings
 - 2 Criminal complaints
 - 1 Services rendered
- 4 Motor vehicle accidents investigated

ADMINISTRATION

- Patrol contract negotiations
- Staff meeting held
- Superior officers contract negotiations
- Dispatchers contract negotiations
- Southeast Chiefs meeting
- Chief met with citizen regarding property line dispute
- Chief met with citizen regarding noise issues
- Cape Cod Regional Law Enforcement Council meeting
- Assessment center held for promotion to the rank of Lt. and Deputy Chief



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

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

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

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

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

Best Regards,

Sheila

Sheila House
Harwich Youth & Family Services

P.S. Here are some great articles about the effects of Social Media on teens. The Snap Chat Resource Guide is particularly helpful and I have passed it on to the principals to pass on to parents.

https://www.connectsafely.org/wp-content/uploads/snapchat_guide.pdf

<https://www.waituntil8th.org/blog/2018/11/12/middle-school-misfortunes-then-and-now-one-teachers-take>