

SELECT BOARD MEETING AGENDA*

Donn B. Griffin Room, Town Hall

732 Main Street, Harwich, MA

Executive Session 5:00 P.M.

Regular Meeting 6:00 P.M.

Monday, February 5, 2024

Remote Participation Optional:

Please join my meeting from your computer, tablet or smartphone.

<https://meet.goto.com/641237325>

You can also dial in using your phone.

Access Code: 641-237-325

United States: [+1 \(872\) 240-3212](tel:+18722403212)

**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

- A. Pursuant to MGL c. 30A §21(a)(7) to comply with, or act under the authority of, any general or special law or federal grant-in-aid requirements, the Open Meeting Law, MGL c. 30A §§ 22(f), (g) to review, approve and or discuss the possible release of executive session meeting minutes dated January 2, 2024; January 16, 2024; January 22, 2024
- B. Pursuant to G.L. c. 30A, sec. 21(a)(2) to conduct strategy sessions in preparation for negotiations with non-union personnel and to conduct contract negotiations with non-union personnel: Town Administrator

III. PLEDGE OF ALLEGIANCE

IV. PUBLIC COMMENTS/ANNOUNCEMENTS

- A. Update from Senator Julian Cyr

V. CONSENT AGENDA

- A. Approve the following appointments for the Harwich Police Department, as recommended by the Police Chief:
 1. Scott McFarland, Student Officer, effective February 19, 2024
 2. Rachid Arnick, Student Officer, effective February 19, 2024
 3. De' Andre Bennett, Student Officer, effective February 19, 2024
 4. Jake Fugate, Student Officer, effective February 19, 2024
 5. Nora Buckley Dyer, Emergency Telecommunications Dispatcher, effective February 6, 2024
- B. Approve the following committee recommendations from the Select Board Interview Committee:
 1. Victoria Brown, Full member, Cultural Council Committee, term to expire June 30, 2024
 2. Anthony Dimauro, Full member, Harwich Housing Committee, term to expire June 30, 2024
- C. Approve a 100th Birthday proclamation for Mary Ratto Barron
- D. Approve Select Board Meeting Minutes:
 1. January 16, 2024
 2. January 22, 2024

VI. PUBLIC HEARING

- A. Approve the Cranberry Valley Golf Course rates & fees adjustments as recommended by the Golf Director; Continued from January 29, 2024

VII. NEW BUSINESS

- A. Discussion on appointment of Police Chief; Consideration of Deputy Police Chief Kevin M. Considine; Votes may be taken
- B. Town Administrator to present the Fiscal Year 2025 budget and budget message
- C. Discussion on Wastewater Management Plan Phase three
- D. Vote to designate In Person Early Voting Hours and Location for the 2024 Presidential Primary Election
- E. Discussion on proposed River Herring Harvest; Votes may be taken
- F. Approve the G.L.c. 268A, Section 23(b)(3) Disclosure of Appearance of Conflict of Interest for Ann C. Tucker, Planning Board
- G. Discussion on the request for a liaison to the Barnstable County Human Rights Advisors Commission; Votes may be taken
- H. Vote to direct the Real Estate and Open Space Committee to evaluate 172, 178 and 246 Queen Anne Road for possible disposition

VIII. OLD BUSINESS

- A. Discussion on land of low value
- B. Discussion on the revised job description for the Assistant Town Administrator; Votes may be taken
- C. Discussion on the By-Law Charter Review Committee charge; Votes may be taken
- D. Review of the ongoing project list as provided by the Assistant Town Administrator

IX. **CONTRACTS**

A. Vote to approve a contract with GHD in the amount of \$4,332,000 for construction phase services in relation to the Phase 3 wastewater project

X. **TOWN ADMINISTRATOR'S REPORT**

XI. **SELECT BOARD'S MEMBER REPORT**

XII. **CORRESPONDENCE**

XIII. **ADJOURNMENT**

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

Authorized Posting Officer:

Danielle Freiner, Executive Assistant

Posted by: _____
Town Clerk

Date: _____
February 1, 2024

CONSENT AGENDA



HARWICHPolice
DEPARTMENT
183 Sisson Road, Harwich, MA 02645
Tel 508-430-7541 Fax 508-432-2530



DAVID J. GUILLEMETTE
Chief of Police

KEVIN M. CONSIDINE
Deputy Chief

Memorandum

TO: Select Board
Joseph Powers
Town Administrator

FROM: David J. Guillemette
Chief of Police 

DATE: January 23, 2024

SUBJECT: Student Officer Appointment Recommendation - McFarland

Background

The Harwich Police Department has an authorized strength of thirty-five sworn full-time officers. Due to several recent retirements the department currently has (5) full-time police officer positions vacant.

The department has completed a hiring process that has produced (4) student officer candidates. Each of the four candidates have completed all their requirements to attend the next session of the Plymouth Police Academy which is scheduled to start on February 26, 2024.

Candidate #1 Scott McFarland retired from the United States Army at the rank of Colonel after a 27-year career. Scott holds a B.A in Criminal justice from Stonehill College and an M.B.A. from Embry-Riddle Aeronautical University. Scott is also a graduate of the U.S Army War College Executive Leadership School.

Recommendation

I am therefore respectfully requesting that Scott McFarland be appointed a Student Officer for the Harwich Police Department effective February 19, 2024.

I have attached Scott's conditional offer of employment for your review.



HARWICHPolice

DEPARTMENT

183 Sisson Road, Harwich, MA 02645

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



DAVID J. GUILLEMETTE
Chief of Police

KEVIN M. CONSIDINE
Deputy Chief

November 2, 2023

Scott M. McFarland

Dear Scott,

Congratulations on being selected as a finalist for the position of full-time police officer with the Harwich Police Department. I am pleased to provide you with this conditional offer of employment. Pursuant to the Town Charter, the Town Administrator makes the appointment for this position subject to confirmation by the Board of Selectmen. Your name will be put forth for confirmation. Successful confirmation will be needed to finalize your appointment.

This offer is contingent upon you successfully passing a complete background investigation, a physical examination to include a standard drug screen and psychological examination, a successful negative check of the National Decertification Index and fulfillment of all of the additional statutory requirements set forth by the Peace Officer Standards and Training Commission to become a Certified Law Enforcement Officer under Chapter 6E section 4.

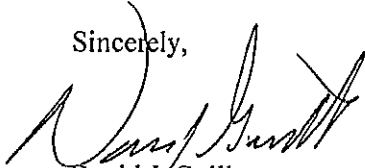
If you are successful in passing all these phases you will be recommended for appointment as a Student Officer by the Town Administrator with approval by the Board of Selectmen at a date to be determined. Upon successful completion of the Basic Recruit Academy, you will be appointed a full-time police officer by the Town Administrator and the Board of Selectmen.

You will be required to serve a twelve-month probationary period which will commence on your date of appointment as a full-time police officer. Please note that probationary employees may be subject to discharge with or without just cause. Following the completion of your probationary period you will be represented by the Harwich Police Federation on all contractual matters. I would also like to bring your attention to the attached police academy tuition agreement which requires your signature.


Your starting salary will be full time police officer step one which is an annual salary of \$60,495.90.

Congratulations again, and I wish you the best of luck during the remainder of the hiring process. We look forward to you joining the Harwich Police Department. Your signature below indicates you have read and understand all the provisions of this document and you intend to accept the conditional offer of employment.

Sincerely,



David J. Guillemette
Chief of Police



11/9/2023

Scott M. McFarland

Date

CC: Personnel File
Town Administrator



HARWICHPolice
DEPARTMENT
183 Sisson Road, Harwich, MA 02645
Tel 508-430-7541 Fax 508-432-2530



DAVID J. GUILLEMETTE
Chief of Police

KEVIN M. CONSIDINE
Deputy Chief

Memorandum

TO: Select Board
Joseph Powers
Town Administrator

FROM: **David J. Guillemette**
Chief of Police 

DATE: January 22, 2024

SUBJECT: Student Officer Appointment Recommendation - Arnick

Background

The Harwich Police Department has an authorized strength of thirty-five sworn full-time officers. Due to several recent retirements the department currently has (5) full-time police officer positions vacant.

The department has completed a hiring process that has produced (4) student officer candidates. Each of the four candidates have completed all their requirements to attend the next session of the Plymouth Police Academy which is scheduled to start on February 26, 2024.

Candidate #2 Rachid Arnick retired from the United States Coast Guard in 2018 after a 21-year career that included experience as a Boarding Officer and then 19 years as an Aviation Survival Technician (Helicopter Rescue Swimmer) with multiple tours in Kodiak Alaska. Rachid's also recently worked as a firearms instructor and range manager.

Recommendation

I am therefore respectfully requesting that Rachid Arnick be appointed a Student Officer for the Harwich Police Department effective February 19, 2024.

I have attached Rachid's conditional offer of employment for your review.



HARWICH POLICE
DEPARTMENT
183 Sisson Road, Harwich, MA 02645
Tel 508-430-7541 Fax 508-432-2530



DAVID J. GUILLEMETTE
Chief of Police

KEVIN M. CONSIDINE
Deputy Chief

November 8, 2023

Rachid Arnick

Dear Rachid,

Congratulations on being selected as a finalist for the position of full-time police officer with the Harwich Police Department. I am pleased to provide you with this conditional offer of employment. Pursuant to the Town Charter, the Town Administrator makes the appointment for this position subject to confirmation by the Board of Selectmen. Your name will be put forth for confirmation. Successful confirmation will be needed to finalize your appointment.

This offer is contingent upon you successfully passing a complete background investigation, a physical examination to include a standard drug screen and psychological examination, a successful negative check of the National Decertification Index and fulfillment of all of the additional statutory requirements set forth by the Peace Officer Standards and Training Commission to become a Certified Law Enforcement Officer under Chapter 6E section 4.

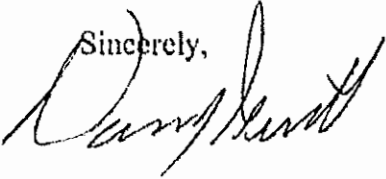
If you are successful in passing all these phases you will be recommended for appointment as a Student Officer by the Town Administrator with approval by the Board of Selectmen at a date to be determined. Upon successful completion of the Basic Recruit Academy, you will be appointed a full-time police officer by the Town Administrator and the Board of Selectmen.

You will be required to serve a twelve-month probationary period which will commence on your date of appointment as a full-time police officer. Please note that probationary employees may be subject to discharge with or without just cause. Following the completion of your probationary period you will be represented by the Harwich Police Federation on all contractual matters. I would also like to bring your attention to the attached police academy tuition agreement which requires your signature.

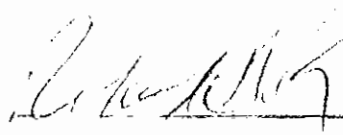
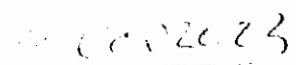
Your starting salary will be full time police officer step one which is an annual salary of \$60,495.90.

Congratulations again, and I wish you the best of luck during the remainder of the hiring process. We look forward to you joining the Harwich Police Department. Your signature below indicates you have read and understand all the provisions of this document and you intend to accept the conditional offer of employment.

Sincerely,



David J. Guillemette
Chief of Police

Rachid Arniek Date

CC: Personnel File
Town Administrator



HARWICHPolice

DEPARTMENT

183 Sisson Road, Harwich, MA 02645
Tel 508-430-7541 Fax 508-432-2530



DAVID J. GUILLEMETTE
Chief of Police

KEVIN M. CONSIDINE
Deputy Chief

Memorandum

TO: Select Board
Joseph Powers
Town Administrator

FROM: **David J. Guillemette**
Chief of Police 

DATE: January 22, 2024

SUBJECT: Student Officer Appointment Recommendation - Bennett

Background

The Harwich Police Department has an authorized strength of thirty-five sworn full-time officers. Due to several recent retirements the department currently has (5) full-time police officer positions vacant.

The department has completed a hiring process that has produced (4) student officer candidates. Each of the four candidates have completed all their requirements to attend the next session of the Plymouth Police Academy which is slated to start on February 26, 2024.

Candidate #3 De'Andre Bennett is a six-year veteran of the United States Marine Corps. De'Andre is currently finishing his B.A. in Criminal Justice studies at University of Massachusetts Dartmouth. De'Andre brings experience from his past employment with the Department of Youth Services and as an armed security officer in Boston.

Recommendation

I am therefore respectfully requesting that De'Andre Bennett be appointed a Student Officer for the Harwich Police Department effective February 19, 2024.

I have attached De'Andre's conditional offer of employment for your review.



HARWICH Police

DEPARTMENT

183 Sisson Road, Harwich, MA 02645

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



DAVID J. GUILLEMETTE
Chief of Police

KEVIN M. CONSIDINE
Deputy Chief

November 8, 2023

De'Andre Bennett

Dear De'Andre,

Congratulations on being selected as a finalist for the position of full-time police officer with the Harwich Police Department. I am pleased to provide you with this conditional offer of employment. Pursuant to the Town Charter, the Town Administrator makes the appointment for this position subject to confirmation by the Board of Selectmen. Your name will be put forth for confirmation. Successful confirmation will be needed to finalize your appointment.

This offer is contingent upon you successfully passing a complete background investigation, a physical examination to include a standard drug screen and psychological examination, a successful negative check of the National Decertification Index and fulfillment of all of the additional statutory requirements set forth by the Peace Officer Standards and Training Commission to become a Certified Law Enforcement Officer under Chapter 6E section 4.

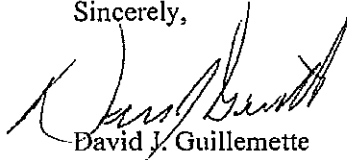
If you are successful in passing all these phases you will be recommended for appointment as a Student Officer by the Town Administrator with approval by the Board of Selectmen at a date to be determined. Upon successful completion of the Basic Recruit Academy, you will be appointed a full-time police officer by the Town Administrator and the Board of Selectmen.

You will be required to serve a twelve-month probationary period which will commence on your date of appointment as a full-time police officer. Please note that probationary employees may be subject to discharge with or without just cause. Following the completion of your probationary period you will be represented by the Harwich Police Federation on all contractual matters. I would also like to bring your attention to the attached police academy tuition agreement which requires your signature.

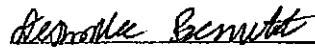
Your starting salary will be full time police officer step one which is an annual salary of \$60,495.90.

Congratulations again, and I wish you the best of luck during the remainder of the hiring process. We look forward to you joining the Harwich Police Department. Your signature below indicates you have read and understand all the provisions of this document and you intend to accept the conditional offer of employment.

Sincerely,



David J. Guillemette
Chief of Police



11-9-23

De'Andre Bennett

Date

CC: Personnel File
Town Administrator



HARWICH Police

DEPARTMENT

183 Sisson Road, Harwich, MA 02645

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



DAVID J. GUILLEMETTE
Chief of Police

KEVIN M. CONSIDINE
Deputy Chief

Memorandum

TO: Select Board
Joseph Powers
Town Administrator

FROM: David J. Guillemette
Chief of Police

DATE: January 22, 2024

SUBJECT: Student Officer Appointment Recommendation - Fugate

Background

The Harwich Police Department has an authorized strength of thirty-five sworn full-time officers. Due to several recent retirements the department currently has (5) full-time police officer positions vacant.

The department has completed a hiring process that has produced (4) student officer candidates. Each of the four candidates have completed all their requirements to attend the next session of the Plymouth Police Academy which is slated to start on February 26, 2024.

Candidate #4 Jake Fugate has experience as a private security officer and most recently as a public safety officer / dispatcher for Beth Israel Deaconess Medical Center.

Recommendation

I am therefore respectfully requesting that Jake Fugate be appointed a Student Officer for the Harwich Police Department effective February 19, 2024.

I have attached Jake's conditional offer of employment for your review.



HARWICH Police

DEPARTMENT

183 Sisson Road, Harwich, MA 02645

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



DAVID J. GUILLEMETTE
Chief of Police

KEVIN M. CONSIDINE
Deputy Chief

November 8, 2023

Jake Fugate

Dear Jake,

Congratulations on being selected as a finalist for the position of full-time police officer with the Harwich Police Department. I am pleased to provide you with this conditional offer of employment. Pursuant to the Town Charter, the Town Administrator makes the appointment for this position subject to confirmation by the Board of Selectmen. Your name will be put forth for confirmation. Successful confirmation will be needed to finalize your appointment.

This offer is contingent upon you successfully passing a complete background investigation, a physical examination to include a standard drug screen and psychological examination, a successful negative check of the National Decertification Index and fulfillment of all of the additional statutory requirements set forth by the Peace Officer Standards and Training Commission to become a Certified Law Enforcement Officer under Chapter 6E section 4.

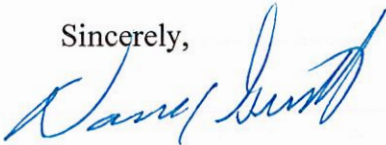
If you are successful in passing all these phases you will be recommended for appointment as a Student Officer by the Town Administrator with approval by the Board of Selectmen at a date to be determined. Upon successful completion of the Basic Recruit Academy, you will be appointed a full-time police officer by the Town Administrator and the Board of Selectmen.

You will be required to serve a twelve-month probationary period which will commence on your date of appointment as a full-time police officer. Please note that probationary employees may be subject to discharge with or without just cause. Following the completion of your probationary period you will be represented by the Harwich Police Federation on all contractual matters. I would also like to bring your attention to the attached police academy tuition agreement which requires your signature.

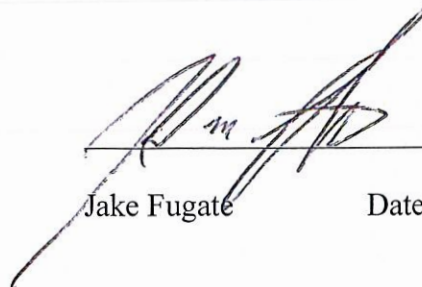
Your starting salary will be full time police officer step one which is an annual salary of \$60,495.90.

Congratulations again, and I wish you the best of luck during the remainder of the hiring process. We look forward to you joining the Harwich Police Department. Your signature below indicates you have read and understand all the provisions of this document and you intend to accept the conditional offer of employment.

Sincerely,



David J. Guillemette
Chief of Police



Jake Fugate

Date

11-8-23

CC: Personnel File
Town Administrator



HARWICHPolice
DEPARTMENT
183 Sisson Road, Harwich, MA 02645
Tel 508-430-7541 Fax 508-432-2530




DAVID J. GUILLEMETTE
Chief of Police

KEVIN M. CONSIDINE
Deputy Chief

Memorandum

TO: Select Board
Joseph Powers
Town Administrator

FROM: David J. Guillemette
Chief of Police 

DATE: January 30, 2024

SUBJECT: Emergency Telecommunications Dispatcher Appointment
Recommendation – Nora Buckley Dyer

Background

The Harwich Police Department has an authorized strength of five full-time Emergency Telecommunications Dispatchers. We currently have one position open.

The department has recently completed a hiring process that produced two candidates for the position. Nora Buckley Dyer finished first in the process.

Nora has previous experience as a public safety dispatcher for the town of Easton for five years prior to relocating to the cape. Since relocating to the cape Nora has worked as a Special Education Instructional Assistant for the Monomoy Public Schools.

Recommendation

I am therefore respectfully requesting that Nora Buckley Dyer be appointed a full-time Emergency Telecommunications Dispatcher for the Harwich Police Department effective February 6, 2024.

I have attached Nora's conditional offer of employment for your review.



HARWICH Police

DEPARTMENT

183 Sisson Road, Harwich, MA 02645

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



DAVID J. GUILLEMETTE
Chief of Police

KEVIN M. CONSIDINE
Deputy Chief

December 14, 2023

Nora B. Dyer

Dear Nora,

Congratulations on being selected as a finalist for the position of full-time Emergency Telecommunication Dispatcher with the Harwich Police Department. I am pleased to provide you with this conditional offer of employment on behalf of the Town Administrator of the Town of Harwich.

This offer is contingent upon you successfully passing a complete background investigation, physical examination to include a standard drug screen and psychological examination. If you are successful in passing all these phases I am recommending the Board of Selectmen approve your appointment on a date to be determined.

You will be required to serve a twelve-month probationary period which will commence on your date of appointment. Please note that probationary employees may be subject to discharge with or without just cause. Following the completion of your probationary period you will be represented by the New England Police Benevolent Association local 103 on all contractual matters.

Your starting salary will be Emergency Telecommunication Dispatcher step 3 which is an annual salary of \$54,652.34.

Congratulations again, and I wish you the best of luck during the remainder of the hiring process. We look forward to you joining the Harwich Police Department. Your signature below indicates you have read and understand all the provisions of this document.

Sincerely,

David J. Guillemette
Chief of Police

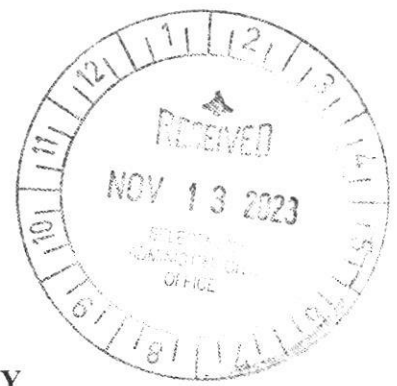
Nora B. Dyer Date

Recommendations from the Select Board Interview Committee

Following posted interviews held on Monday, January 29, 2024, we would like to recommend to the Board the following appointments:

Applicant: **Vacancy** **Term/Recommendation**

Victoria Brown	Harwich Cultural Council	Term expires 6/30/2024
Anthony Dimauro	Harwich Housing Committee	Term expires 6/30/2024


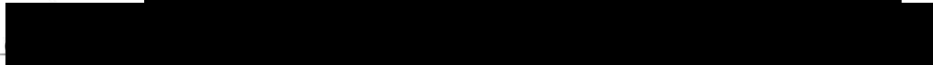


**CITIZEN'S COMMITTEE VACANCY FORM
VOLUNTEER NOW – SERVE YOUR COMMUNITY**

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

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

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

Name Anthony Dimairo Street/P.O. Box 
Occupation Real Estate Agent Email 

(LIST IN ORDER OF PREFERENCE)

PLANNING AND PRESERVATION

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

OTHER

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

RECREATION

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

* Please include a resume with form

EDUCATIONAL BACKGROUND:

Harwich High School - 2005
Quincy College - 2020
Curry College - 2023
Curry MBA - In Progress

RELEVANT SKILLS:

Real Estate Investor
Licensed Real Estate Agent
Worked in several trades for local contractors
Sergeant in U.S. Army - Performed many organized training and educational classes/events

REASONS FOR INTEREST IN COMMITTEE/COMMISSION/BOARD:

Be involved, serve, and continue to give back to the community I was born and raised in.
Learn and grow to contribute towards preserving our rural character and maintain what is important to the residents of Harwich, while allowing us to grow and have our citizens responsibly.

ANTHONY DIMAURO

PROFESSIONAL EXPERIENCE

Stonewood Products Sales-Ops

**2020 - Present
Harwich, MA**

- Partner with leadership and key stakeholders to understand business imperatives, establish priorities, and guide the vision for an agile team that delivers predictable, high-quality products, sales experience, and customer service. Work closely with cross-functional leadership in the execution of the various components of the sales process to meet and exceed strategic business goals.
- Account management of high-volume and high-profile B2B customers. Establishing, building, and maintaining relationships at all decision levels. Developing and strengthening relationships across new and existing accounts to drive revenue growth.
- Manage company CRM's; HubSpot, Jira products, and company ERP Epicor Bistrack.
- Effectively managing the sales cycle to include: partnering with marketing to develop lead generation, prospecting, qualifying, business development, and closing.
- Drive understanding of the target market's business objectives, constraints, and stakeholders. Lead product demonstrations for sales teams and clients. Promote the value of products and technologies with brand image, promoting value and building trust-based relationships.
- Advocate for next-generational technologies and business processes. Evaluate and recommend tools, technologies, and processes to build a quality, modern platform that scales, ensuring overall architecture fits the business model. Identify areas requiring customer experience and process enhancement. Source, negotiate, and execute contracts.

Town of Plymouth, Plymouth Fire Department Business Systems Administrator

**2017 - 2020
Plymouth, MA**

- Analyze and evaluate the Fire Department and Emergency Operations Center's current technology solutions and plan, design, and coordinate a multi-year roadmap for all technology and support activities to provide a scalable and secure infrastructure vision and strategy, including both the use of cloud and local technologies to support and/or enhance strategic 24/7 operational continuity.
- Work directly with the Fire Department and Emergency Management leadership team, Federal Emergency Management (FEMA), to identify, recommend, implement, and maintain appropriate technology solutions for all aspects of the organization. Ensure the alignment and integration of IT with the overall vision, mission, and values of the enterprise focusing on critical applications and communications systems for disaster response or network disruption.

**The Computer Merchant
Business Systems Administrator**

**2012 - 2017
Norwell, MA**

- Manage multiple CRM systems including Salesforce, LinkedIn Navigator, Jobdiva, internal proprietary CRM, and other lead generation tools. Research, prospect, and qualify new SAAS in alignment with current and future business needs. Negotiate and execute contracts. Partner with management to define policies, procedures, training, and
- Created and developed organic SEO strategy and lead generation through the use of domain purchases, website design, content development, media channels, videos, and networking. Create, develop, and continuously adjust paid online marketing campaigns with pay-per-click, social media, retargeting ads, and email marketing.
- Define solutions (requirements, designs, services, recommendations) to business/systems problems and own the integrity of the solution throughout its lifecycle
- Consult and assist in business development to qualify leads, perform technical translation, and assist in the closing of new and existing clients. Present new business sales tools and strategies to key decision-makers.

**U.S. Military / Northrop Grumman
Signal and Support Systems Manager**

**2005 – 2011
Afghanistan, Iraq, Georgia**

- Planned, supervised, and integrated the installation, operation, and maintenance of technology and communications systems, including Windows-based computer systems, printers, VOIP phones, Satellite-based internet/phones, and peripherals on Microsoft and Linux platforms, Active Directory, and switches that serviced over 10,000 end-users.
- Performed commissioning, maintenance, troubleshooting, and repair of missile defense integrated system components of routers, computer workstations, radar systems, and emergency alerting audiovisual equipment in support of Navy Seal team for base defense.

EDUCATION/CERTIFICATIONS

**Curry College, Bachelor's Degree in Business Administration
Curry College, MBA**

**Spring 2023
Fall 2024**

- Network +, 2013
- COMPTIA A+, 2013
- Microsoft Certified Technology Specialist – Windows 7 Configuring (MCP), 2013
- Inactive Secret Security Clearance

CITIZENS ACTIVITY VACANCY FORM

Volunteer Now – Serve Your Community

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

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

CITIZENS ACTIVITY VACANCY FORM BOARD OF SELECTMEN

732 Main Street, Harwich, MA

Name: Victoria Brown Street/P.O. Box: [REDACTED]

Town/Zip: [REDACTED] Telephone: [REDACTED]

Email: dance-therapy6@gmail.com Occupation: Manage an auto mechanic shop
Founder of Dance Therapy 508

(LIST IN ORDER OF PREFERENCE)

PLANNING AND PRESERVATION

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

OTHER

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

RECREATION

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

* Please include a resume with form

****Please complete back of form.



EDUCATIONAL BACKGROUND:

I graduated from Cape Cod Tech in 2002 from Business Technologies. I attended Curry College in Milton for four years where I majored in Communication with a concentration in Television & Radio. I spent some time in Los Angeles interning at NBC, the Ellen DeGeneres Show. I am a graduate of Cape Cod's Eforall Business accelerator program where I worked with mentors that helped me launch my business Dance Therapy 508 & Entertainment. In the fall of 2024 I will be attending Bunker Hill Community College to receive an associates in Sonography.

RELEVANT SKILLS:

In August of 2023 I completed the Boston Ballet's Dance Program to be able to create my own adaptive dance program here on the Cape.

I have a positive attitude and work well with others. I enjoy and have experience organizing events.

REASONS FOR INTEREST IN COMMITTEE/COMMISSION/BOARD:

I hope to be able to implement cultural education programs in the schools as well as the community through creative expression & the performing arts.

VICTORIA ARIEL BROWN



EMPLOYMENT

Enhanced Automotive General Manager

August 2023-Present

Cape Abilities Direct Care Professional

April 2018- August 2023

Work with special needs adults in a residential setting.

Cape Cod Broadcasting Coordinator of First Impressions/Promotions Assistant

May 2016-2018

Greet clients/ audience listeners

Manage phones/direct calls/take messages

Perform basic administrative duties/filing/faxing/scanning/copying

Update information in computer database

Assist with social media promotions

Put together prize packages for listeners

Write event liners for reporters/proofread

Promote events on social media platforms

Research and write content for social media platforms

Assist with billing (Quickbooks)

Responsible for inventory/ordering of supplies/creating purchase orders

Manage outlook calendar for conferences/client meetings

Responsible for employee log

Organize, sorts & delivers mail

Street Team (break down and set up of events, audience interaction, promote companies)

The Lanyard

May 2015-present/Seasonal

Server/Hostess

Greet Customers/ Serve customers

Bus Tables

Solstice Day Spa, Hyannis, MA

April 2011- March 2014

Receptionist

Manage phones

Schedule appointments/confirmation calls

Update Computer Database

Open/close spa (key holder)

Assist with creating promotions throughout social media

Maintained cleanliness of salon and spa area

Proficient in Hairmax

Goodies, Chatham, MA

May 2008-January 2012

Sales Clerk

Assist customer
Restock Merchandise
Opening/Closing store
Cashier

PROFESSIONAL EXPERIENCE

NBC The Ellen DeGeneres Show, Burbank, CA

January 2008-May 2008

Production Intern

Updated website information
Assisted with researching guest/talent information
Managed phones
Copying/filing/faxing
Organized fan mail
Assisted audience members with ticket information

Coast to Coast Talent Agency, Los Angeles, CA

January 2008-May 2008

Booking Intern/Office Assistant

Booked auditions with clients in the modeling department
Operated phone lines
Assisted with faxing/filing/copying/scanning
Assisted with organizing client database
Input audition information in computer
Helped create zed/comp cards
Submitted models for jobs
Assistant for "open model calls"
Scheduled appointments/meetings

Curry College, Milton MA

2004-2008

Front Desk Receptionist/ Editing Supervisor

Produced/direct short segments for students
Assist with graphics
Operate camera
Assisted students with equipment
Managed phones
Performed clerical duties
Scheduled appointments

Cape Cod Community Media Center, S. Yarmouth, MA

1999-2003

Production Assistant/Host

Produced television shows for other members
Operated cameras
Assisted with lighting
Assisted with field production
Hosted television programs

Curry College 91.5 WMLN, Milton, MA

2004-2006

Disc Jockey

Hosted a hip hop and R & B show
Assisted the promotions department with creating flyers for shows and events
Participated in reporting new for the news segments Thursdays at 5

Cape Cod Community College 91.7 WKKL, Barnstable, MA

2002-2003

Disc Jockey

Hosted hip hop and R & B show
Created and edited sweepers

Blaze Entertainment Record Label, Brookline, MA

2003-2006

Public Relations Intern/Office Assistant

Sent out artists albums to stores , colleges and companies
Updated artists websites with tour dates and events
Displayed flyers and promotional materials for release parties
Managed phone lines
Scheduled events
Managed event calendar
Set up meetings
Responsible for greeting and assisting/directing label guests
Maintained inventory of promotional material
Wrote expense reports

EDUCATION

Curry College, Milton, MA

Bachelor of Arts in Communications with a concentration in Television MAY 2008

Deans List 2005 and 2006

Eforall Business Accelerator Program

January 2019

SKILLS

Computer/Typing 60 wpm, Customer Service, Administrative Duties, Proficient in Microsoft Office (excel, outlook) Quickbooks, interpersonal skills, communicates effectively, well organized, ability to grasp new tasks efficiently, social media promotion

DANCE THERAPY 508 AND ENTERTAINMENT

Founder

January 2019-Present

Dance Instructor

Host themed parties for children & adults

Host dance workshops & Events



January 29, 2024

**Certificate of Recognition for
Mary Ratto Barron
on the Occasion of your
One Hundredth Birthday**

In honor of your 100th birthday on February 25, 2024 the Select Board of the Town of Harwich presents you with this certificate of recognition. It is awarded to recognize the life that you have lived since the day you were born. Mary might have been born in East Boston but Cape Cod has been her home since 1986. Mary and her husband, Edward W. Barron were married for 57 years raising 5 children: the late Edward, JSJ, Lorraine, John, Paul, and Steven. She also has several grandchildren. Mary and her husband were members of Holy Trinity Church. Mary's love of Cape Cod influenced each of her children to also make the Cape their residence. In your long and continuing life in our town you have brought joy to so many by the way you live your life and care for those around you. It is in recognition of a life well lived, and that continues to be well lived, that the Board wishes you Happy Birthday.

Sincerely,

Julie E. Kavanagh, Chair
Harwich Select Board

Jeffrey F. Handler, Clerk
Harwich Select Board

Michael D. MacAskill, Vice Chair
Harwich Select Board

Donald F. Howell
Harwich Select Board

MINUTES
SELECT BOARD MEETING
DONN B. GRIFFIN ROOM, TOWN HALL
732 MAIN STREET, HARWICH, MA 02645
EXECUTIVE SESSION 5:00PM
REGULAR MEETING 6:00PM
TUESDAY, JANUARY 16, 2024

MEMBERS PARTICIPATING: Julie Kavanagh, Chair, Michael MacAskill, Vice Chair, Jeff Handler, Clerk and Don Howell

ALSO PARTICIPATING: Joseph Powers, Town Administrator

I. CALL TO ORDER

Ms. Kavanagh called the meeting of the Harwich Select Board to order on Tuesday, January 16, 2024 at 5:00PM, noting that the Board would be moving into Executive Session.

II. EXECUTIVE SESSION

A. Pursuant to MGL c. 30A §21(a)(7) to comply with, or act under the authority of, any general or special law or federal grant-in-aid requirements, the Open Meeting Law, MGL c. 30A §§ 22(f), (g) to review, approve and or discuss the possible release of executive session meeting minutes dated January 4, 2021; January 12, 2021; January 26, 2021; February 1, 2021; February 8, 2021; February 16, 2021; February 22, 2021; March 8, 2021; March 15, 2021; March 22, 2021; March 24, 2021; March 26, 2021; April 5, 2021; April 12, 2021; April 26, 2021; April 27, 2021; May 3, 2021; May 10, 2021; May 12, 2021; May 17, 2021; June 1, 2021; June 7, 2021; June 14, 2021; June 21, 2021; June 28, 2021; July 12, 2021; July 16, 2021; July 26, 2021; August 23, 2021; September 7, 2021; September 13, 2021; September 20, 2021; September 27, 2021; October 4, 2021; October 12, 2021; October 25, 2021; November 1, 2021; November 15, 2021; November 22, 2021; December 6, 2021; December 9, 2021; December 13, 2021; December 20, 2021; January 10, 2022; January 18, 2022; February 7, 2022; February 22, 2022; February 28, 2022; March 7, 2022; March 14, 2022; March 21, 2022; March 28, 2022; April 4, 2022; April 11, 2022; April 25, 2022; May 9, 2022; May 16, 2022; June 6, 2022; June 13, 2022; June 27, 2022; July 11, 2022; July 25, 2022; August 8, 2022; August 16, 2022; August 22, 2022; September 6, 2022; September 19, 2022; October 3, 2022; October 11, 2022 November 7, 2022

B. Pursuant to MGL c. 30A, §21(a)(6) to consider the purchase, exchange, lease or value of real property if the Chair declares that an open meeting may have a detrimental effect on the negotiating position of the Town; 62 Route 28, West Harwich

C. Pursuant to G.L. c. 30A, sec. 21(a)(2) to conduct strategy sessions in preparation for negotiations with non-union personnel and to conduct contract negotiations with non-union personnel: Town Administrator

January 16, 2024

Mr. Handler moved to enter into Executive Session as published, seconded by Mr. Howell.

Ms. Kavanagh noted that the Select Board will return to Open Session no earlier than 6:00PM.

Vote: 4:0 in favor by roll call vote. Motion carried.

Ms. Kavanagh called the Select Board meeting back to order at 6:00PM. She reported that, in Executive Session, the Board took action on approving the Minutes as cited, with further clarification by Town Counsel. No action was taken on Item B. No action was taken on Item C.

Ms. Kavanagh read the Open Meeting Law Notice. She also noted that the Board will be returning to Executive Session at the end of the Regular Meeting. They will not be returning to the Regular Meeting at the conclusion of that Executive Session.

III. PLEDGE OF ALLEGIANCE

Ms. Kavanagh invited attendees to join in the Pledge of Allegiance. She also noted, in reference to the Housing Committee Charge that was in the packet, that it is an incorrect draft. Ms. Kavanagh will be circulating a draft that she is working on, to the Board at the meeting on Monday, January 22, 2024.

IV. PUBLIC COMMENTS/ANNOUNCEMENTS

A. Next Select Board Meeting will be Monday, January 22, 2024

Ms. Kavanagh noted the date of the next Select Board meeting, Monday, January 22, 2024.

Mr. Handler announced the next Office Hours; Wednesday, January 31, 2024 from 5:30PM to 7:00PM at the Community Center.

Emily Mitchell, Town Clerk gave updates on the Special Town Election and the Annual Town Election. She also noted that all information is on the Town Clerk Department page on the Town website. Ms. Mitchell gave information on the Annual Town Census and annual dog licenses.

Elizabeth Harder, Harwich Delegate, Barnstable County Assembly of Delegates was present. She noted that Harwich Police Chief David Guillemette and the Department was recognized with an award for their work on the Barnstable County Human Rights Advisory Committee and gave a description of their participation.

Mr. Powers noted, on behalf of the Monomoy Regional School District that the Monomoy Regional High School Choir has been slated to perform at Governor Healey's State of the Commonwealth Address. He read the announcement into the record:

January 16, 2024

The School District is excited to share that the Monomoy Regional High School Select Choir, under the direction of Rosemarie Richard, has been selected to perform the National Anthem at the opening of Massachusetts Governor Maura Healey's State of the Commonwealth Address tomorrow, Wednesday, January 17th. The students will perform in the House Chamber of the Massachusetts State House at the start of the event, the program begins at 6:30PM with the National Anthem expected at around 6:45 PM and they will be live streaming the event.

V. CONSENT AGENDA

- A. Approve Select Board Meeting Minutes for January 2, 2024
- B. Accept the resignation of Craig Chadwick, Planning Board, effective January 5, 2024
- C. Accept the resignation of Alan Hall, Conservation Commission, effective January 19, 2024

Mr. Handler moved to vote to approve and accept the Consent Agenda as presented and also thanked Craig Chadwick and Alan Hall, seconded by Mr. Howell.

Vote: 4:0 in favor. Motion carried.

VI. NEW BUSINESS

- A. Discussion on authorizing the applicant to move forward with the Monomoy Regional School District Press Box project

Mr. Powers gave an explanation of the request on behalf of the Applicant. He recommended that the Board allow the project to go forward noting that the Town is aware that the project will occur on Town land.

Karen Guillemette, Athletic Director of Monomoy Regional School District was present, expressed the need for a press box and noted what has been done to date for funding. She also described what the requested funds will allow them to accomplish. She introduced two student athletes to describe the impact that a press box would have on school athletes. Ms. Guillemette noted that they also have the support of the Harwich Rec and Youth Department.

Suzanna Brown and Karen Duveau, Monomoy School athletes were present to advocate for the press box.

Shana Grogan, Special Needs teacher at Monomoy was present with a former graduate, Rory Ferris. She noted the Special Olympic events that Monomoy has hosted in the past and how the Press Box would benefit the students at those events.

Board members expressed their support for the project and thanked those who were present as advocates for the project.

January 16, 2024

Mr. MacAskill moved that the Board authorize the Application to continue to go forward through the process, seconded by Mr. Handler.

Vote: 4:0 in favor. Motion carried.

B. Vote to appoint a member of the Select Board to sit on the Harwich Affordable Housing Trust

Mr. Handler moved to appoint a member of the Select Board, Julie Kavanagh, to sit on the Harwich Affordable Housing Trust, seconded by Mr. MacAskill.

Vote: 4:0 in favor. Motion carried.

C. Discussion on Harwich Housing Committee charge; Votes may be taken

Ms. Kavanagh noted that she will circulate the draft previously noted and circulate it at the next meeting.

D. Approve a Special Permit for a road race to be held on September 28, 2024 by Robert Hennemuth, 5K for the Children, starting at 1 Schoolhouse Road

Mr. Handler moved to approve the Special Permit as presented, seconded by Mr. Howell.

Vote: 4:0 in favor. Motion carried.

E. Approve a Special Permit for a one day wines and malt permit for Bernadette Waystack, event to be held at 204 Sisson Road on January 26, 2024, 5:00 p.m. to 7:00 p.m.

Mr. Handler moved to approve a Special Permit as presented, seconded by Mr. MacAskill.

Vote 4:0 in favor. Motion carried.

F. Approve a 2024 Annual Class IV Auto Repair license renewal for Joseph Lang d/b/a All out Performance, 266 Queen Anne Road

Mr. Handler moved to approve a 2024 Annual Class IV Auto Repair license as presented, seconded by Mr. Howell.

Vote 4:0 in favor. Motion carried.

G. Approve the following 2024 Annual Common Victuallers license renewals:
1. Brax Landing Restaurant Management d/b/a Brax Landing, 705 Route 28

January 16, 2024

2. Capeside Kitchen LLC d/b/a Capeside Kitchen, 537 Route 28

Mr. Handler moved to approve the 2024 Annual Common Victuallers license renewals as presented, seconded by Mr. Howell.

Vote 4:0 in favor. Motion carried.

H. Approve the temporary closure of Blue Stripe, LLC d/b/a Cape Sea Grille, 31 Sea Street, closing the entire month of February

Mr. Handler moved to approve the temporary closure as presented, seconded by Mr. Howell.

Vote 4:0 in favor. Motion carried.

VII. OLD BUSINESS

A. Discussion on fees related to all recreation programs charged to for-profit vs. non-profit entities

Mr. Powers asked the Director of Rec and Youth to be present, noting that they had been working on fee schedules along with the Director of Cultural Affairs. He noted that this specifically relates to profit vs non-profit. He also noted the Town's current policy.

Eric Beebe, Director of the Rec and Youth Department was present and explained the Department's present policy regarding fee waivers and reductions for Not-For Profit organizations.

Mr. MacAskill asked questions regarding the practice of subletting rented Town property, specifically for a craft fair. He noted that there have been complaints about this being done in the past and commented that the youth and the seniors of the Town should be able to use the Park. He also thanked Mr. Beebe and the Commission for the information that they provided.

Mr. Howell requested more information from Mr. Beebe about that rental agreement. He asked when it was approved and by whom, the Select Board or the Rec and Youth Commission. He noted that the central issue is who has jurisdiction over fee waivers.

Mr. Powers noted that the Assessor's Office has property cards which would reflect proof of ownership. He also noted that a search did not give information regarding Brooks Park, more research is needed.

Mr. MacAskill commented regarding the fees, noting that his understanding is that only the Select Board has can set and waive fees. He asked Mr. Beebe and the Town Administrator for clarification.

January 16, 2024

Mr. Beebe responded that in the documentation that the Commission has had in the past, notes that the Commission has the ability to waive for reduce fees for a rentals. He will research where that documentation originated from.

Ms. Kavanagh commented that, at some point the waivers were bounced back to the Commission by the Select Board. She was unsure when that occurred.

Mr. Handler also commented that he would like clarity on who has the authority to waive fees.

Mr. Beebe noted changes to the application to specifically note that subletting property is not allowed. He noted that the field and facility use rentals will be finalized next week and then go to the Select Board. The fees are Revolving Fund fees other than beach stickers and similar items.

Mr. MacAskill asked questions about specific fees which Mr. Beebe answered in detail.

Mr. Handler asked about the cost of the rental for the gyms. Mr. Beebe gave an update of conversations regarding that issue.

VIII. CONTRACTS

A. Vote to approve a contract with Bulldog Fire Apparatus in the amount of \$349,358.00 for the purchase of a Utility Rescue Pumper

Mr. Handler moved to vote to approve a contract as presented, seconded by Mr. Howell.

Vote: 4:0 in favor. Motion carried.

B. Vote to approve and authorize the Chair to execute an Inter Municipal Agreement with Barnstable County for dredging at Round Cove in the amount of \$12 per cubic yard

Mr. Handler moved to approve and authorize the Chair to execute an Inter Municipal Agreement as presented, seconded by Mr. Howell.

Vote: 4:0 in favor. Motion carried.

IX. TOWN ADMINISTRATOR'S REPORT

No report given.

X. SELECT BOARD'S MEMBER REPORT

No reports given.

January 16, 2024

Duncan Barry of West Harwich asked to speak as a resident. He commented on retail commerce in West Harwich.

Ms. Kavanagh noted that the issue he is referring to is still before the Board.

XI. CORRESPONDENCE

None.

Ms. Kavanagh noted that the Select Board is recessing back into Executive Session and will not be returning.

XII. ADJOURNMENT

The meeting was adjourned in Executive Session.

Respectfully submitted,

Judi Moldstad
Board secretary

January 16, 2024

**MINUTES
SELECT BOARD MEETING
DONN B. GRIFFIN ROOM, TOWN HALL
732 MAIN STREET, HARWICH , MA
EXECUTIVE SESSION - 5:00 PM
REGULAR MEETING - 6:00 PM
MONDAY, JANUARY 22, 2024**

MEMBERS PARTICIPATING: Julie Kavanagh, Chair, Michael MacAskill, Vice Chair and Jeff Handler, Clerk

ALSO PARTICIPATING: Joseph Powers, Town Administrator

I. CALL TO ORDER

Ms. Kavanagh called the meeting of the Harwich Select Board to order on Monday, January 22, 2024 at 6:00 PM and read the Open Meeting Notice.

II. EXECUTIVE SESSION

A. Pursuant to G.L. c. 30A, sec. 21(a)(2) to conduct strategy sessions in preparation for negotiations with non-union personnel and to conduct contract negotiations with non-union personnel: Town Administrator

B. Pursuant to MGL c. 30A §21(a)(7) to comply with, or act under the authority of, any general or special law or federal grant-in-aid requirements, the Open Meeting Law, MGL c. 30A §§ 22(f), (g) to review, approve and or discuss the possible release of executive session meeting minutes dated January 13, 2020; February 3, 2020; February 10, 2020; February 18, 2020; February 24, 2020; April 30, 2020; May 11, 2020; May 20, 2020; June 1, 2020; June 15, 2020; June 22, 2020; June 29, 2020; July 6, 2020; July 13, 2020; July 16, 2020; July 20, 2020; August 3, 2020; August 10, 2020; August 17, 2020; August 20, 2020; August 24, 2020; August 31, 2020; September 14, 2020; September 21, 2020; October 5, 2020; October 19, 2020; October 26, 2020; November 2, 2020; November 9, 2020; November 16, 2020; November 23, 2020; December 7, 2020; January 4, 2021; January 12, 2021; January 26, 2021; February 1, 2021; February 8, 2021; February 16, 2021; February 22, 2021; March 8, 2021; March 15, 2021; March 22, 2021; March 24, 2021; March 26, 2021; April 5, 2021; April 12, 2021; April 26, 2021; April 27, 2021; May 3, 2021; May 4, 2021; May 10, 2021; May 12, 2021; May 17, 2021; June 1, 2021; June 7, 2021; June 14, 2021; June 21, 2021; June 28, 2021; July 12, 2021; July 16, 2021; July 26, 2021; August 23, 2021; September 7, 2021; September 13, 2021; September 20, 2021; September 27, 2021; October 4, 2021; October 12, 2021; October 25, 2021; November 1, 2021; November 15, 2021; November 22, 2021; December 6, 2021; December 9, 2021; December 13, 2021; December 20, 2021; January 10, 2022;

January 22, 2024

January 18, 2022; February 7, 2022; February 22, 2022; February 28, 2022; March 7, 2022; March 14, 2022; March 21, 2022; March 28, 2022; April 4, 2022; April 11, 2022; April 25, 2022; May 9, 2022; May 16, 2022; June 6, 2022; June 13, 2022; June 27, 2022; July 11, 2022; July 25, 2022; August 8, 2022; August 16, 2022; August 22, 2022; September 6, 2022; September 19, 2022; October 3, 2022; October 11, 2022; November 7, 2022; January 23, 2023; February 21, 2023; February 27, 2023; March 6, 2023; March 13, 2023; March 20, 2023; March 27, 2023; April 3, 2023; April 10, 2023; April 18, 2023; May 8, 2023; May 22, 2023; May 30, 2023; June 12, 2023; June 26, 2023; July 10, 2023; July 24, 2023; August 7, 2023; August 21, 2023; August 28, 2023; September 11, 2023; September 18, 2023; September 25, 2023; November 6, 2023; November 13, 2023; November 16, 2023; December 4, 2023; December 11, 2023; December 14, 2023.

C. Pursuant to MGL c. 30A, §21(a)(6) to consider the purchase, exchange, lease or value of real property if the Chair declares that an open meeting may have a detrimental effect on the negotiating position of the Town; 62 Route 28, West Harwich

III. PLEDGE OF ALLEGIANCE

Ms. Kavanagh invited all attendees to join in the Pledge of Allegiance.

IV. PUBLIC COMMENTS/ANNOUNCEMENTS

A. Next Select Board Meeting is Monday, January 29, 2024

Mr. Handler announced that the next Office Hours will be held on January 31st from 5:30-7:00 PM at the Community Center. Also the first date for the 2024 Listening Tour is scheduled for February 15th from 5:30-7:30 PM at the Community Center. The group of stake holders focused on at that meeting will be the Restaurant, Bar and Hospitality group.

Jamie Goodwin, Director of the Harwich Channel announced that the Select Board meetings are now being live streamed to YouTube.

Emily Mitchell, Town Clerk shared information with the public about the Vote By Mail Applications which she described in detail.

Bob Nickerson of Harwich referenced the Route 28 Sidewalk Project and spoke as a homeowner who lives on Route 28. He noted challenges that homeowners have faced and also expressed support of a sidewalk project in general. Concerns were expressed regarding the Mass DOT's plan for the new sidewalk and its effect on their properties. Mr. Nickerson gave details of the proposed sidewalk and noted the results of correspondence he has sent to Mass DOT. He also noted what the properties owners are doing on their own, including hiring an attorney.. He asked the Select Board for help and gave a copy of the documentation he referenced to the Select Board.

January 22, 2024

Ms. Kavanagh noted that because it is Mass DOT and Route 28, the Town is limited in what they can do. She offered to put this item on a future agenda for more discussion.

Ginny Hewitt, Library Director offered assistance to employees and Committee members who may need help completing the Conflict of Interest Training. She also offered feedback on the professionalism of the Harwich Police Department specifically regarding an incident that occurred at the library. She offered her personal thanks to the officers involved and to the Harwich Police Department.

Patrick Otton of East Harwich noted three citizen petition and gave detailed descriptions of each. He also commented on the First Destination of Harwich and expressed his concerns.

Mr. Powers noted an announcement released by the Cape Cod Commission regarding a remote meeting to be held on February 7th at 4:00 PM. It is a workshop for possible solutions for two low lying roads. Information will be on the Town's website.

V. JOINT MEETING WITH THE SELECT BOARD AND HARWICH AFFORDABLE HOUSING TRUST

Larry Ballantine, Harwich Affordable Housing Trust (HAHT) Chair, Brendan Lowney, Vice Chair and Bob Spencer, Clerk were present.

- A. Discussion on Harwich Affordable Housing Trust liaison
- B. Update from the Chair of the Harwich Affordable Housing Trust

Mr. Ballantine gave an update on what the HAHT has been working on noting the posting draft RFP's quickly for transparency. He noted the Housing Strategic Plan which they completed with the help of Jen Goldson. Mr. Ballantine also highlighted the approval of funding for three affordable housing apartments at the Bank Street Fire Station, commenting on the Harwich Fire Association's contribution to the project. Mr. Ballantine also gave financial details, stated that they have followed the Affordable Housing Guidelines and gave the project's estimated date of completion. Mr. Ballantine also described another project that the HAHT is working on at 456 Queen Anne Road and mentioned that Laura Shufelt from the Mass Housing Partnership is present. Ms. Shufelt and her team are working on what the HAHT's next actions will be. Mr. Ballantine noted the complete HAHT's Financial Statement which details what the Trust has and what they are hoping to receive from the Stabilization Fund. He also expressed the Trust's support for the Pine Oaks Project going forward and noted other properties that the Trust will be looking into for a future project.

Mr. Spencer expressed his thanks to the Select Board for their support in creating the HAHT. He also expressed his gratitude to everyone who has worked over the years towards the success of the HAHT.

January 22, 2024

Mr. Lowney also thanked the Select Board for their support in helping the HAHT work towards its goals.

Mr. MacAskill expressed his thanks to the Trust members. He noted the importance of gathering data to make decisions. He also suggested and gave support to asking CPC for more funds. Mr. MacAskill requested that the Financial Report be sent to Board members.

Mr. Handler also expressed his thanks adding that he supports the strategy of finding and staying ahead of the barriers. He also noted and thanked the Trust members for the progress at the Bank Street Fire Station.

Ms. Kavanagh asked when the Trust anticipates going out with the RFP and what the timeline is on the conceptual site plans.

Laura Shufelt, Director of Community Assistance at Massachusetts Housing Partnership responded noting that they are still working through edits on the RFP. She expects the conceptual site plans to be ready for the next meeting. She gave a description of what the site plans include along with an overview of next steps.

HAHT meeting adjourned.

VI. NEW BUSINESS

A. Discussion on Harwich Housing Committee charge; Votes may be taken

Ms. Kavanagh noted that a draft had been circulated to Board members.

Elizabeth Harder and Art Bodin of the Housing Committee were present. It is not a quorum for a meeting, they are attending for feedback and discussion purposes only.

Ms. Kavanagh asked Board members for comments and/or suggestions.

Board members asked questions and made suggestions. Conversation and discussion continued regarding the wording and phrasing within the Charge. Mr. Handler noted, for the record that they are not restricting the Housing Committee.

Mr. Ballantine suggested the use of more general wording to keep the Charge language as broad as possible.

Ms. Kavanagh noted the changes discussed.

Mr. Handler moved to approve the Harwich Housing Committee Charge as amended and as presented tonight, seconded by Mr. MacAskill.

January 22, 2024

Vote 3:0 in favor. Motion carried.

Mr. Lowney clarified what the word attainable means as the Cape Cod Commission uses it.

B. Discussion on the By-law Charter Review Committee charge; Votes may be taken

Ms. Kavanagh asked Board members for feedback.

Mr. MacAskill thanked the members of the Committee for their work on the draft. He made suggestions to changes in the wording.

Mr. Handler made suggestions to changes in the wording.

Linda Cebula and Noreen Donoghue, members of the By-Law/Charter Review Committee were present and contributed to the conversation.

Conversation continued regarding the Committee, the Liaison, the Select Board, procedures and communications.

Ms. Cebula will make the agreed upon amendments to the Charge and forward them to Mr. Handler. The vote on the Charge will an agenda item in two weeks.

Mr. MacAskill suggested and Ms. Kavanagh agreed to take item C. out of order.

C. Discussion on By-law Charter Review Committee Report Dated January 9, 2024.
Votes may be taken.

(Taken out of order after H.)

Ms. Cebula noted that this report is not complete but the Committee's intent was to get something to the Select Board in January.

Mr. MacAskill offered comments and asked questions on specific items.

There was discussion regarding the distribution of the Warrant to residents prior to Town Meeting. Suggestions were made and options discussed.

Martha Donovan commented on financial items that are in the Warrant, suggesting that debt is not included at this time. She explained why she feels that debt should be included in the Warrant.

Ms. Cebula agreed with Ms. Donovan's comments.

January 22, 2024

Ms. Kavanagh clarified that this is a report and the Select Board is not making changes, they are listening to the report and the suggestions. The conversation will continue.

Ms. Cebula noted the current wording in Section 271-16 regarding motions and votes being made available to registered voters. She noted that it had been changed in 2019 to say that all votes by individual person for the Select Board and the Finance Committee were to be printed in the Warrant.

Mr. MacAskill requested that the Chair get information about that Article from the Town Administrator and consider whether or not to put an Article forward this year.

Mr. Handler had questions regarding the Moderator's ability to allow people to speak and the suggestion of a fall Town Meeting.

Discussion followed regarding those issues.

The Board will followup on this item within two weeks.

Anita Doucette of the By-law Charter Review Committee gave a brief history of Town Meeting and elections.

Ms. Kavanagh stated that she will be reaching out this week to the person who will be working on the By-law Charter Review revisions. She will report back to the Board after that discussion.

D. Discussion on the Community Center Facilities Committee charge; Votes may be taken

Mr. Handler moved to approve the Community Center Facilities Committee charge as presented with one amendment, seconded by Mr. MacAskill.

Vote 3:0 in favor. Motion carried.

E. Approve the following committee appointments as recommended by the Interview Committee:

1. Maryann Campagna, Housing Committee, term to be discussed
2. Matt Hemeon, Housing Committee, term to be discussed

Mr. Handler moved to approve the committee appointments as presented, seconded by Mr. MacAskill.

Mr. MacAskill noted that these are not full three year terms and he will work with staff for the term end dates.

January 22, 2024

Vote 3:0 in favor. Motion carried.

F. Approve a 2024 Class II Used Car Dealer & Class IV Auto Repair license renewal for Bassil Brothers, Inc. d/b/a United Gas, 570 Route 28

Mr. Handler moved to approve a 2024 Class II Used Car Dealer & Class IV Auto Repair license as presented, seconded by Mr. MacAskill.

Vote 3:0 in favor. Motion carried.

G. Approve a 2024 Class IV Auto Repair license renewal for V-Tech Auto Center, LLC, 805 Route 28

Mr. Handler moved to approve a 2024 Class IV Auto Repair license as presented, seconded by Mr. MacAskill.

Vote 3:0 in favor. Motion carried.

H. Approve a 2024 Annual Common Victuallers license renewal for CDVT, Corp. d/b/a Heart of the Sea, 1421 Orleans-Harwich Road

Mr. Handler moved to approve a 2024 Annual Common Victuallers license renewal as presented, seconded by Mr. MacAskill.

Vote 3:0 in favor. Motion carried.

VII. TOWN ADMINISTRATOR'S REPORT

Mr. Powers reported on the Mass Municipal Association's business meeting and conference. He noted the Municipal Empowerment Act which he described. He also noted the State's 3% increase in Local Aide.

VIII. SELECT BOARD'S MEMBER REPORT

Mr. Handler thanked Dan Pelletier and the entire Water Department for their work on a water main break over the weekend.

IX. CORRESPONDENCE

None

X. ADJOURNMENT

January 22, 2024

Mr. MacAskill moved to adjourn, seconded by Mr. Handler.

Vote 3:0 in favor. Motion carried.

Meeting adjourned.

Respectfully submitted,

Judi Moldstad
Board Secretary

January 22, 2024

PUBLIC HEARING

**LEGAL NOTICE
TOWN OF HARWICH
NOTICE OF PUBLIC HEARING
JANUARY 29, 2024**

The Harwich Select Board will hold a Public Hearing to solicit public comment on proposed golf fees for 2024 at Cranberry Valley Golf Course. The Hearing will be held on Monday, January 29, 2024, in the Griffin Room at Harwich Town Hall, 732 Main Street, no earlier than 6:00 P.M. Remote participation is also available, please see posted agenda for dial in information.

Julie E. Kavanagh, Chair
Michael D. MacAskill, Vice-Chair
Jeffrey Handler, Clerk
Donald F. Howell

Cape Cod Chronicle
January 11, 2024

**LEGAL NOTICE
TOWN OF HARWICH
NOTICE OF PUBLIC HEARING
JANUARY 29, 2024**

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Julie E. Kavanagh, Chair
Michael D. MacAskill, Vice-Chair
Jeffrey Handler, Clerk
Donald F. Howell

The Cape Cod Chronicle
Jan. 11, 2024



Cranberry Valley Golf Course

Harwich, MA

Memo

To: Select Board

From: Roman Greer, Director of Golf

cc: Joseph Powers, Town Administrator

Date: 12/20/2023

Re: 2024 Rates & Fee Recommendation

Dear Madame Chair and Members of the Board,

Please find the Golf Department recommendation for 2024 Rates & Fees at Cranberry Valley. I have advertised a legal public hearing at the January 8, 2024 Select Board meeting to solicit public feedback.

Please find the public hearing notice, the recommendation, the proposed 2024 rate sheet and competitive market comparison, and historical data attached for you and the public's benefit.

I look forward to our discussion on January 8th.

Respectfully Submitted,

Roman Greer, PGA
Director of Golf
Town of Harwich

Golf Department Rates & Fees Recommendation 2024

Goals:

- Increase general fund revenues to offset requested budget increases for FY25. Requested increases are primarily due to personnel cost increases (the result of collective bargaining contracts).
- Continue accumulating funds in Golf Improvement Fund (GIF) in anticipation of a major Irrigation system upgrade scheduled in FY25. The golf department is budgeting to pay 100% of the costs for this upgrade out of the GIF.
- Continue to prioritize Harwich residents by offering a Harwich resident daily greens fee. This will present a discounted “pay-as-you-go” option for residents who may not play enough rounds to make the Annual Pass a value.
- Continue raising the rate on Non-Resident Annual Pass to a fair market value.

Recommendation:

Annual Pass – Increase Harwich Resident Adult category by \$50 (retaining \$25 in Golf Improvement Fund (GIF))

Increase Non-Resident Adult Annual Pass category by \$100 (retaining \$25 in GIF)

Greens Fees and Cart Fees – Introduction of Harwich Resident Greens Fee rate of \$50

Rationale:

Golf Department rates have followed a model of “every other year” alternating raising annual passes and greens fees/cart fees for the past 8 years. This model has worked well as it does not put undue recurring pressure on any one segment of our customer base. Last year greens fees and cart fees were increased. This year I recommend looking primarily to Annual Passes to generate additional general fund revenue and project funding needs.

Anticipating a modest increase to FY25 budget request, primarily to address salary and wage obligations, the rate & fee recommendation for 2024 will generate additional general fund revenue to offset budget increases while also feeding additional funds into the Golf Improvement Fund so that the Golf Department can pay for the scheduled FY25 Irrigation Upgrade in full.

As an additional benefit to Harwich Residents, a Harwich Resident greens fee is recommended. This recommended new fee recognizes the support local tax paying residents have provided the golf course, by offering Harwich Residents a discounted daily fee to play the golf course, as an option to purchasing the Annual Pass. Nationally, this is the most common

fee arrangement at a municipal golf course, offering a resident rate and a non-resident rate daily. Currently, a Harwich Resident who chooses not to purchase the annual pass pays the same daily rate as a non-resident. The Harwich Resident daily greens fee of \$50 was determined using the Golf Department's "cost per round". Using general trends of 40,000 rounds played annually divided into a \$2 million operating budget, the Golf Department "cost per round" is \$50. This also represents a fair market minimum rate.

Golf Department general fund revenues hit another high-water mark in FY23 of over \$2.26 million. The golf department retired the last of its "old debt" in FY22 (2006 Golf Course Renovation), leaving the golf department with only 1 current debt service (Golf Infrastructure/Cart Barn Project) which it continues to fund 100% of the obligation out of the Golf Infrastructure Revolving Fund. The rates & fee recommendation presented will see the golf department fund its direct budgetary expenses, all current and future projects and debt (including the scheduled FY25 Irrigation System Upgrade) and indirect employee costs such as life insurance, health insurance and Medicare.

Competitive market research among other Cape municipal facilities finds Cranberry Valley remaining appropriately placed in the marketplace with among the highest daily greens fees and the lowest cost for resident annual pass. Cart and range fees remain competitive as well. Please see attached market research for details.

Potential Financial Impact:

Annual Pass: Adult Harwich Residents = $839 \times \$50$ increase = \$20,975 to General Fund and \$20,975 to Golf Improvement Fund*

Annual Pass: Adult Non-Residents = $312 \times \$100$ = \$23,400 to General Fund and \$7,800 to Golf Improvement Fund*

Harwich Resident Daily Fee – Difficult to predict the financial impact but I expect a positive overall financial impact, as any amount of Harwich Residents who choose the "play-as-you-go" option over the Annual Pass will negatively affect Annual Pass revenues but will positively affect the greens fees. If there is a significant number of residents who choose this option, the tee-time distribution can be altered between Annual Pass Holders and Public Play (which would include Harwich daily fee players) to keep an appropriate ratio and not negatively impact revenues.

Total potential revenue impact – General Fund = \$44,375

Golf Improvement Fund = \$28,775

Respectfully submitted,

Roman Greer, PGA

Director of Golf



Cranberry Valley Rates & Fees - Proposed for 2024

GREEN FEES:

Monday –Thursday

March 18 th – May 23 rd	\$50	(+1)
May 28 th – Aug 29 th	\$85	
Sept 2 nd – Sept 26 th	\$65	
Sept 30 th – Dec 12 th	\$50	(+1)

Friday, Saturday, Sunday & Holidays

March 15 th - April 7 th	\$50	(+1)
April 12 th -May 5 th	\$65	
May 10 th – Oct 14 th	\$85	
Oct 18 th – October 27 th	\$65	
Nov 1 st – Dec 15 th	\$50	(+1)

Shoulder Season Weekday (M-Th) Hotel Rate: \$65 (includes cart) Before Memorial Day and after Labor Day

MISCELLANEOUS FEES:

Harwich Resident Rate	\$50	(new)
Mid-Day Rate (Mon-Thurs, 1:00PM – Twilight)	\$60	
Mid- Day Rate (Fri-Sun, 1:00PM – Twilight)	\$70	
Twilight Rate (After 3:30PM) (Oct. after 2:30)	\$35	
Twilight Rate (After 4:00PM June, July, August)	\$35	
Junior Back 9 (First hour of play) and Twilight	\$15	
Back 9 (First hour of play)	\$40	
9 Hole Rate (Sunday – Thursday after 1:00PM)	\$40 (based on availability)	
Replay Rate	\$40	
Temporary Green Fee	\$25	
Active Military Discount	25% off Green Fees	
Golf Cart 18 Hole (per person)	\$25	
Golf Cart 9 Hole (per person)	\$14	
Pass Holder Golf Cart 18 Hole (per person)	\$23	
Pass Holder Golf Cart 9 Hole (per person)	\$12	
Walking Push Cart 18 Hole	\$8	
Walking Push Cart 9 Hole	\$5	
Range Ball Bucket	\$5 small / \$8 large	
Bulk Range Purchases:		
10 large (\$80 value)	\$60 (25% discount)	
20 large (\$160 value)	\$100 (37.5% discount)	
40 large (\$320 value)	\$160 (50% discount)	

ANNUAL PASS

Adult Harwich Resident	\$910	(+50)
Adult Non-Resident	\$1260	(+100)
Young Adult Harwich Resident (age 19-30 as of May 1 st)	\$610	(+50)
Harwich Collegiate (19-24 as of May 1 st requiring student ID)	\$300	
Junior Harwich/Chatham Resident (age 7-18 as of May 1 st)	\$150	
Junior Non Resident (age 7-18 as of May 1 st)	\$350	
GHIN Handicap Service	\$55	

1/3rd discount off annual pass is offered to those with a military service related disability of at least 51%. A letter from the VA must be presented to verify qualification for the discount.

2024 Rates & Fees
Market Comparisson

Annual Pass	CV	CV Proposed	Captains	Dennis	Yarmouth	Barnstable
Resident	\$ 860	\$ 910	\$1,300*	\$960*	\$1,320*	\$ 1,235
Non-Resident	\$ 1,160	\$ 1,260	\$2,160*	\$1,430*	\$1,320*	\$ 1,640
Young Adult	\$ 560	\$ 560	n/a	695/875	\$ 830	\$ 695
Collegiate	\$ 300	\$ 300	450/650	315/370	\$ 340	\$ 300
Junior	150/300	150/300	204/292	185/260	\$ 115	\$ 150

Greens Fees	CV	CV Proposed	Captains	Dennis	Yarmouth	Barnstable
Weekday						
March 22-May 27	\$ 49	\$ 50	52/62*	\$47*	\$45*	45/50
May 31-Sept 1	\$ 79	\$ 85	79/84*	\$72*	\$69*	\$ 77
Sept 6-Sept 29	\$ 65	\$ 65	62*	\$57*	\$69*	\$ 52
Oct 3-Dec 15	\$ 49	\$ 50	52/47*	\$47*	\$45*	\$ 45

Weekend	CV	CV Proposed	Captains	Dennis	Yarmouth	Barnstable
March-April 9	\$ 49	\$ 50	47/62*	\$57*	\$50*	\$ 40
April 14-May 7	\$ 65	\$ 65	62/79*	\$57*	\$50*	45/60
May 12-Oct 10	\$ 79	\$ 85	\$84*	\$72*	\$85*	\$ 77
Oct 15-Oct 30	\$ 65	\$ 65	\$62*	\$57*	\$50*	\$ 45
Nov 4-Dec 19	\$ 49	\$ 50	47*	\$37*	\$50*	\$ 40

Misc Rates	CV	CV Proposed	Captains	Dennis	Yarmouth	Barnstable
Mid-Day (Mon-Thr)	\$ 59	\$ 60	\$57*	\$60*	\$55*	\$ 52
Mid-Day (Fri-Sun)	\$ 69	\$ 70	\$57*	\$60*	\$65*	\$ 77
Twilight	\$ 35	\$ 35	\$37*	\$31*	\$35*	\$ 35
Golf Cart 18	\$ 24	\$ 25	\$25*	\$22*	\$25*	\$ 22
Golf Cart 9	\$ 14	\$ 14	\$15*	\$16*	\$16*	\$ 12
Pass Holder Cart 18	\$ 22	\$ 23	\$20*	\$16*	\$25*	
Pass Holder Cart 9	\$ 12	\$ 12	\$11*	\$11*	\$16*	

*2024 proposed rates for other towns, not yet confirmed

Annual Pass Sales

	Harwich	Chatham	E/O	Non Resider Junior	Young Adult	Collegiate	Total
FY16	823	119	36	19	99	NA	1096
FY17	756	152	27	16	102	23	1076
FY18	800	164	41	23	98	47	1173
FY19	763	185	41	19	81	60	1149
FY20	693	203	35	22	57	71	1119
FY21	756	228	41	38	66	62	1237
FY22	809	232	52	43	64	60	1316
FY23	829	NA	NA	312	77	62	1333

Cranberry Valley Rates

2016 2017 2018 2019 2020 2021 2022 2023 2024 Proposed

Memberships

Adult Resident	\$770	\$770	\$790	\$ 790	\$810	\$ 810	\$ 860	\$ 860	\$ 910
Chatham	\$770	\$770	\$790	\$ 790	\$835	\$ 910	\$ 1,060	\$ 1,160	na
Eastham & Orleans	\$870	\$870	\$890	\$ 890	\$910	\$ 910	\$ 1,060	\$ 1,160	na
Non-Resident	\$1,070	\$1,070	\$1,090	\$ 1,090	\$1,110	\$ 1,110	\$ 1,160	\$ 1,160	\$ 1,260
Jr Resident 1 (9-17)	\$125	\$125	\$125	\$ 125	\$125	\$ 125	\$ 125	\$ 125	\$ 125
Jr Resident 2 (18-21)	\$150	\$150	NA	NA	NA	NA	NA	NA	NA
Collegiate (FT<25)	NA	NA	NA	NA	250	\$ 250	\$ 250	\$ 250	\$ 250
Young Adult (22-30)	NA	\$470	\$490	\$ 490	\$510	\$ 510	\$ 560	\$ 560	\$ 560
Jr Non Resident	\$350	\$350	\$350	\$ 350	\$350	\$ 350	\$ 350	\$ 350	\$ 350
Golf Improvement	\$75	\$75	\$75	\$ 75	\$95	\$ 95	\$ 115	\$ 115	\$ 140
Infrastructure Fund	NA	NA	\$ 20	\$ 20	\$20	\$ 20	\$ 20	\$ 20	\$ 20

Green Fees

Monday-Thursday

3/2-May (before Mem Day)	\$42	\$42	\$44	\$ 44	\$ 44	\$ 49	\$ 49	\$ 49	\$ 50
May (Mday)-Sept (Lday)	\$69	\$69	\$74	\$ 74	\$ 74	\$ 79	\$ 79	\$ 85	\$ 85
Sept (LDay)-Dec 19	\$42	\$42	\$44	\$ 44	\$ 44	\$ 49	\$ 49	65/49	65/50

Fri-Sat-Sun-Holiday

3/1-April 23	\$58	\$58	\$60	\$ 60	\$ 60	\$ 65	\$ 65	49/65	50/65
April 31-Oct (Cday)	\$72	\$72	\$74	\$ 74	\$ 74	\$ 79	\$ 79	\$ 85	\$ 85
Oct (Cday)-Nov 1	\$58	\$58	\$60	\$ 60	\$ 60	\$ 65	\$ 65	\$ 65	\$ 65
Nov 6-Dec 13	\$42	\$42	\$44	\$ 44	\$ 44	\$ 49	\$ 49	\$ 49	\$ 50

Mid Day (1-2:30)	NA	NA	na	na	na	na	na	na	na
Mid Day 1-3 M-Th	\$52	\$52	\$54	\$ 54	\$ 54	\$ 59	\$ 59	\$ 60	\$ 60
Mid Day 1-3 F-Su	\$62	\$62	\$64	\$ 64	\$ 64	\$ 69	\$ 69	\$ 70	\$ 70
Junior Twilight	NA	\$15	\$15	\$ 15	\$ 15	\$ 15	\$ 15	\$ 15	\$ 15
9 HOLE RATE - SUN-THU	NA	\$36	\$38	\$ 38	\$ 38	\$ 40	\$ 40	\$ 40	\$ 40

Rounds at CV

	March	April	May	June	July	August	September	October	November	December	Total
2015	141	2195	5170	5687	7820	7628	5370	3517	1733	728	39989
2016	366	2132	4042	6422	8542	7806	5225	3039	1728	346	39648
2017	111	2107	3886	6058	8306	7930	5541	3828	1916	231	39914
2018	4	1632	4498	6101	8670	8171	5730	3778	1070	190	39844
2019	209	1657	4784	6549	6001	7474	5994	3647	1202	75	37592
2020	10	0	2341	6762	9407	8396	7239	4959	2946	928	42988
2021	1251	2987	5326	7378	8255	8244	5883	4347	2245	498	46414
2022	355	2988	5206	6772	9059	8060	6213	3832	1860	303	44648
2023	531	2972	5687	6491	8931	7903	5619	4417	1453	197	44201
avg	330.88889	2074.4444	4548.8889	6468.8889	8332.3333	7956.8889	5868.2222	3929.3333	1794.7778	388.44444	41693.11

NEW BUSINESS

Kevin M. Considine

183 Sisson Road
Harwich, MA 02645

January 25, 2024

Harwich Select Board
Town of Harwich
732 Main Street
Harwich, MA 02645

Dear Select Board Members,

Please accept this letter as notice of my interest in being considered for the position of Harwich Police Chief.

On October 24, 2023, Chief Guillemette announced that he will be retiring. I want to be one of the first to wish Chief Guillemette the best in retirement and to thank him for his exemplary 36 years in law enforcement. Chief Guillemette has been a great mentor to me since his arrival here in Harwich nine years ago and his leadership and mentorship is what has led me here today, to be considered for this position.

I began my career with the Harwich Police Department 27 years ago and have been on the department's command staff for nine years, serving the last four years as Deputy Chief. I have been fortunate to have worked at each level of the department during my career and have gained invaluable experience as a result. I have developed and demonstrated strong supervisory, administrative, leadership and decision-making skills that I will continue to demonstrate every day as Chief of Police.

What I am most proud of is my work with the community. I have a deep commitment to our citizens and have been active within our community since I began my career. If fortunate enough to be selected for this position, I would continue my passion of collaborating with our community.

Thank you for your consideration and I look forward to discussing this opportunity with you.

Sincerely,



Kevin M. Considine



→ **Dan Pelletier**
Water/Wastewater Superintendent
Jeff Gregg
GHD Inc – Project Manager

Harwich Phase 3 Sewer Project

Select Board Meeting: January 29, 2024

Welcome



Harwich Phase 3

→ Update

- Agenda
 - Service Area
 - Project Costs
 - Project Bidding
 - Schedule

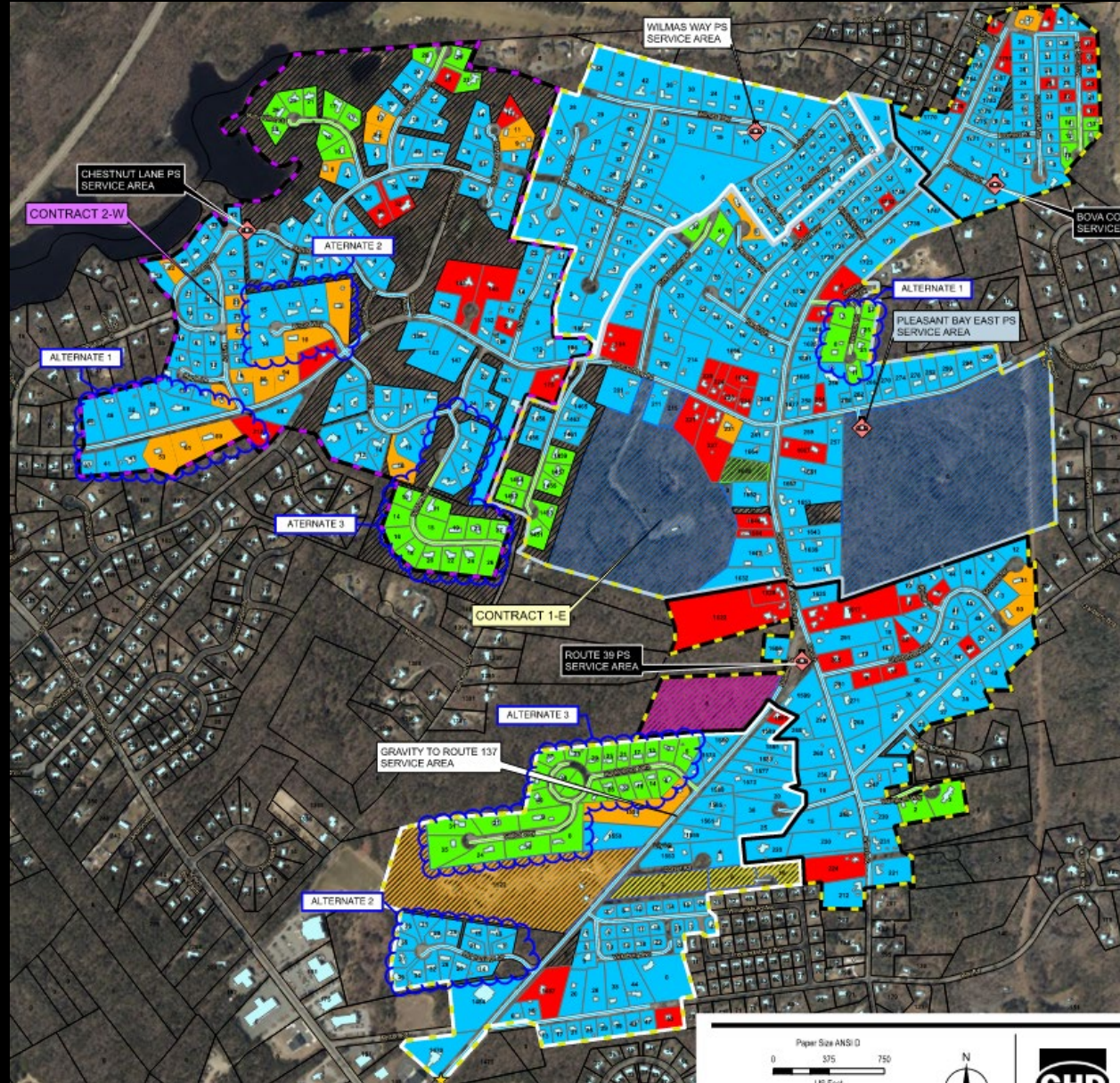


Sewer Service Area Parcels

LEGEND

- PROPOSED PS LOCATION
- LOW PRESSURE
- GRAVITY
- STRUCTURE
- PROPERTY DESIGNATION**
- PARCEL BOUNDARY
- CONSERVATION
- GRAVITY
- LOW PRESSURE
- MAY NEED TO PUMP TO GRAVITY
- PUMP TO GRAVITY
- TOWN OWNED
- OWNED BY HOA OR OTHER
- PROPOSED FUTURE DEVELOPMENT
- DORSET DRIVE CONNECTION
- BASCOM HOLLOW CONNECTION
- CONTRACTS**
- CONTRACT 1-E
- CONTRACT 2-W

*NOTE: THE PROPERTY OWNER FOR 8 JASPER MOORE TRAIL MUST ACQUIRE AN EASEMENT TO BE SERVED ON MARY WILLET COURT. OTHERWISE, A GRINDER PUMP WILL BE REQUIRED.



Cost Summary

Phase 3 Sewer Project		SRF Submittal - 90%		Preliminary - 60%	
Preliminary Cost Estimate - FINAL DESIGN					
GHD No. 12577255					
1/25/2024		10/15/2023		3/9/2023	
Contract 1	Cost	Cost	Cost	Cost	Cost
Construction	\$ 27,600,000	\$ 27,200,000	\$ 25,028,000		
Contingency (10%)	\$ 2,800,000	\$ 2,720,000	\$ 2,502,800		
Construction Total for Contract 1	\$ 30,400,000	\$ 29,920,000	\$ 27,530,800		
Contract 2	Cost	Cost	Cost	Cost	Cost
Construction	\$ 12,400,000	\$ 12,000,000	\$ 12,018,000		
Contingency (10%)	\$ 1,240,000	\$ 1,200,000	\$ 1,201,800		
Construction Total for Contract 2	\$ 13,600,000	\$ 13,200,000	\$ 13,219,800		
Construction Phase Services, Police, Utilities, Other	\$ 6,900,000	\$ 6,840,000	\$ 9,206,041		
Total for Both Contracts	\$ 50,900,000	\$ 49,960,000	\$ 49,956,641		
Draft IUP Costs (CWSRF: 7290) Requested	\$ 48,927,000	\$ 48,927,000	\$ 48,927,000		
Eligible Draft IUP Costs as listed	\$ 41,900,410	\$ 41,900,410	\$ 41,900,410		
Minimum Recommended Appropriation Request	\$ 50,000,000	\$ 50,000,000	\$ 50,000,000		

Notes:

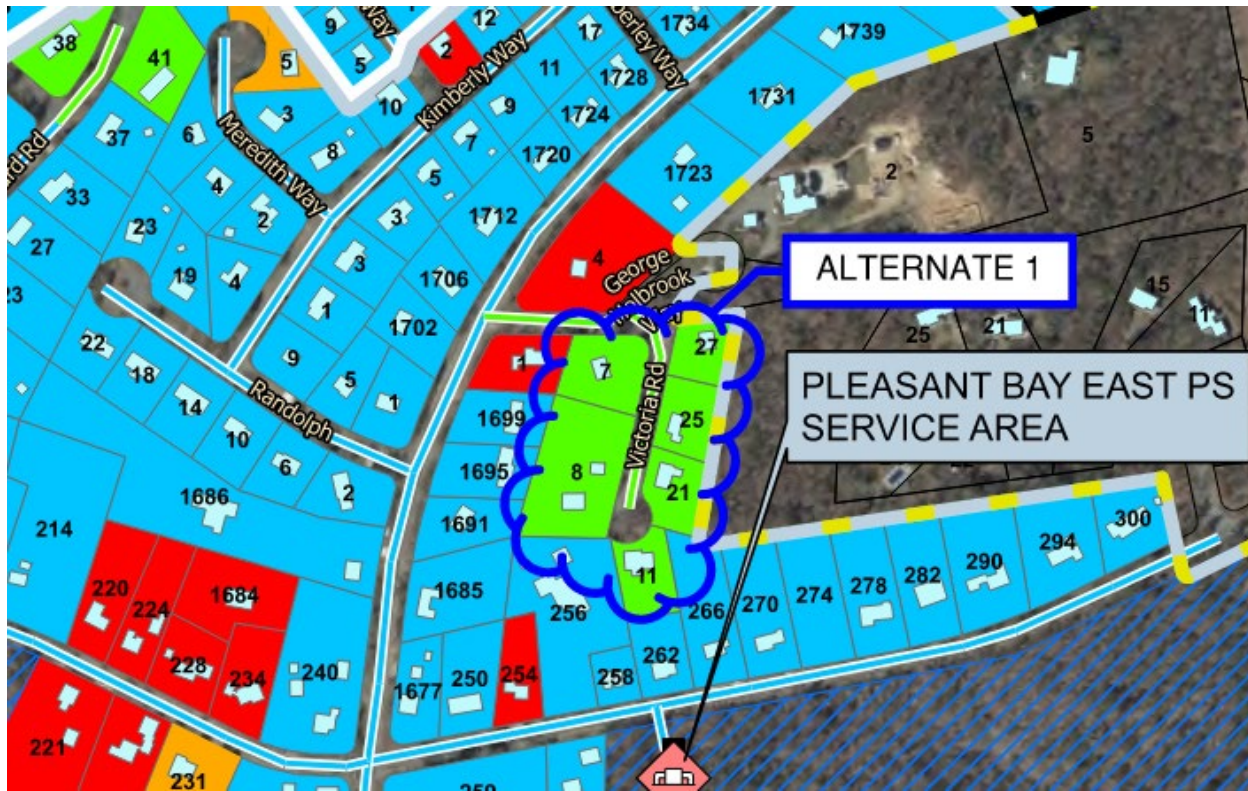
- Adjustments made to percentages carried in Construction Phase Services, Police and Utilities
- Updated cost estimate now exceeds \$50,000,000 appropriation, propose bid alternates as way to manage costs



Bid Alternates

→ Proposed Sewer Plan

Contract 1-E Proposed Bid Alternates



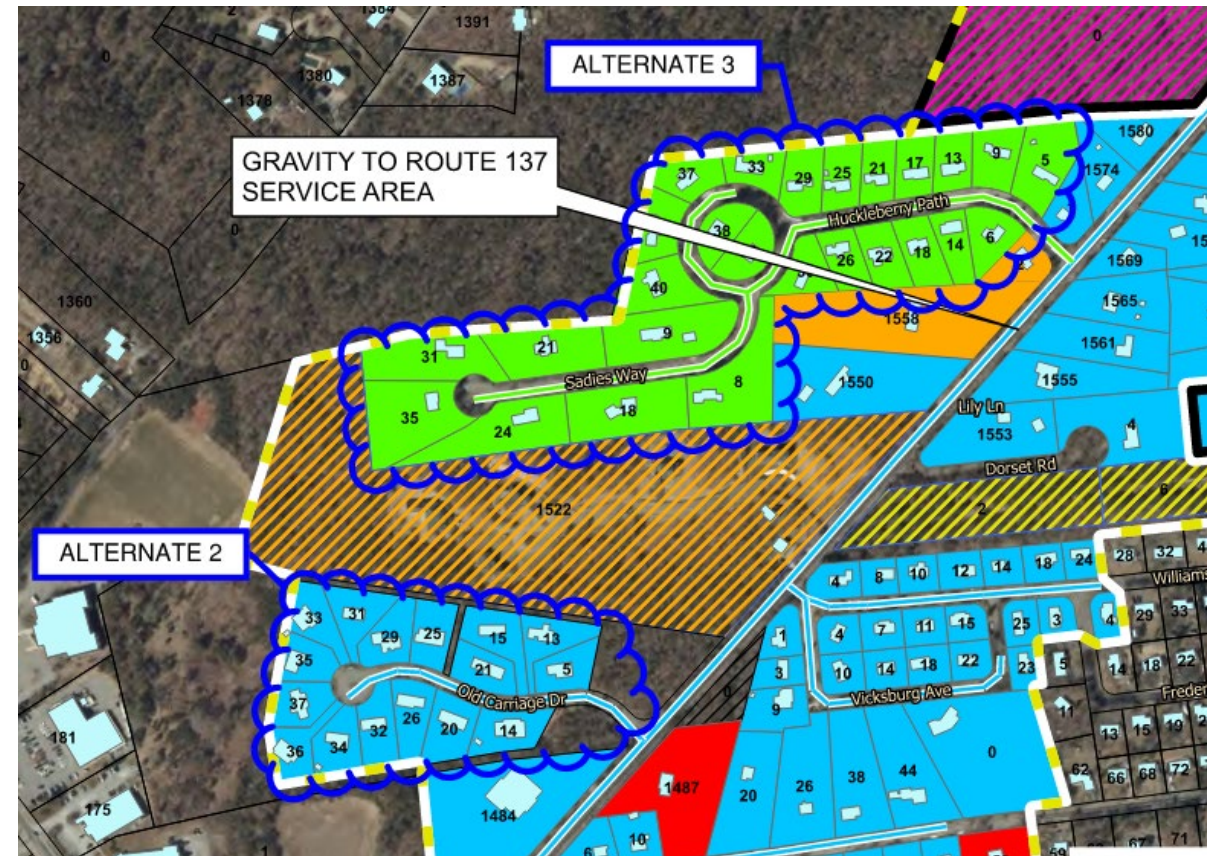
Alt 1- Victoria Road

- Small neighborhood
- Easy to partition for Contractors
- Pressure sewers only

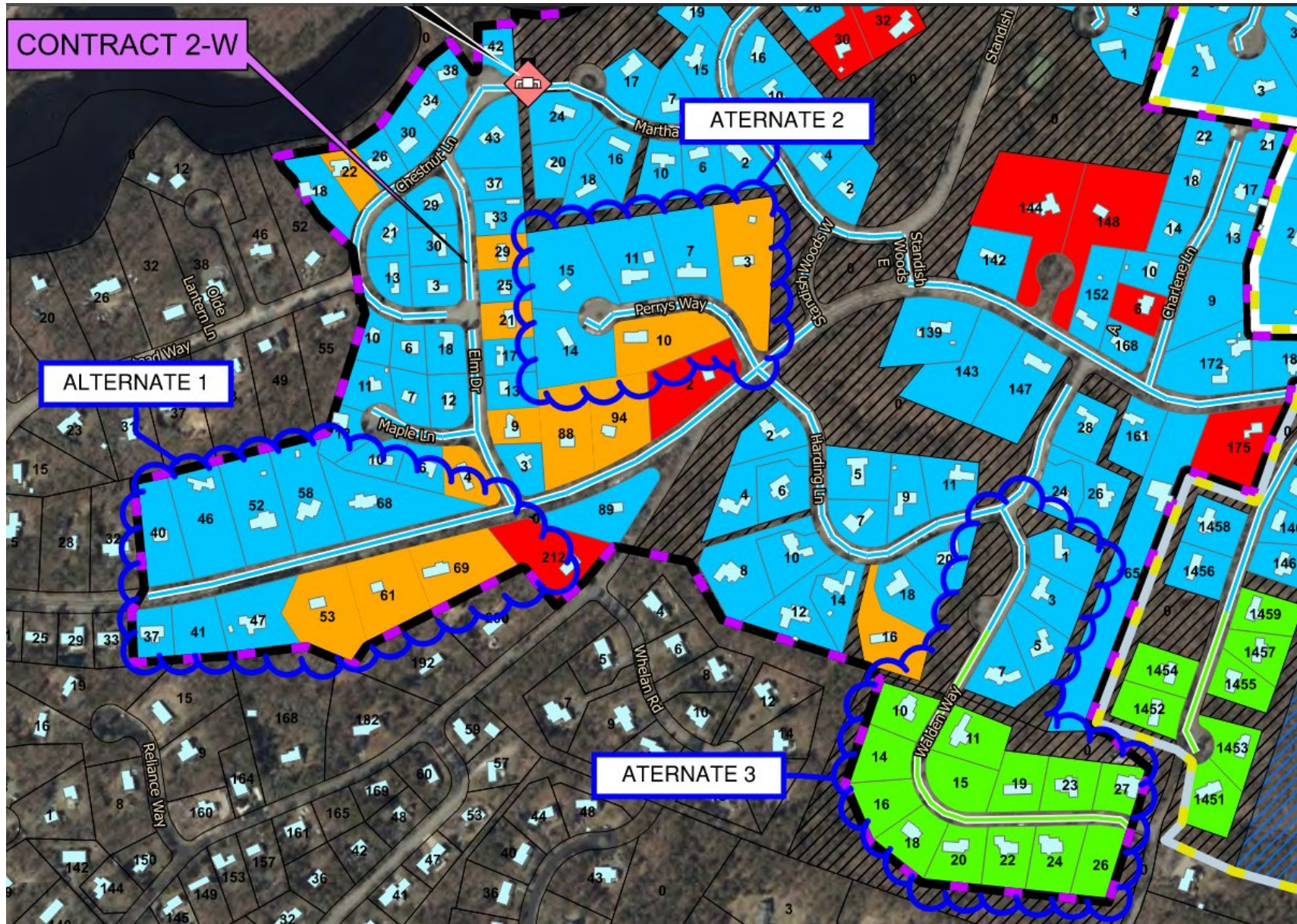
Alt 2- Old Carriage Dr.

Alt 3- Huckleberry Path & Sadie's Way

- Within Upper and Lower Muddy Creek sub-watersheds which are already projected to meet TMDL requirements based on Phase 2 Sewer Area



Contract 2-W Proposed Bid Alternates



Alt 1- Pleasant Bay (W. of Elm)

- Easy to partition for Contractors

Alt 2- Perry's Way

- Small neighborhood
- Easy to partition for Contractors

Alt 3- Walden Way

- Easy to partition for Contractors
- Primarily pressure sewers

Total Project Cost Estimates with Alternates

Contract 1E	Cost	Alternate 1	Alternate 2	Alternate 3
Collection System and Force Main	\$ 20,981,000			
Pumping Stations	\$ 4,990,000			
<i>Victoria Road</i>		\$ 211,000	\$ 211,000	\$ 211,000
<i>Old Carriage Drive</i>			\$ 550,000	\$ 550,000
<i>Huckleberry/Sadie's Way</i>				\$ 818,000
Subtotal	\$ 26,000,000	\$26,200,000	\$26,700,000	\$27,550,000
Contingency (10%)	\$ 2,600,000	\$ 2,600,000	\$ 2,700,000	\$ 2,800,000
Construction Total for Contract 1E	\$ 28,600,000	\$28,800,000	\$29,400,000	\$30,400,000
Contract 2W	Cost	Alternate 1	Alternate 2	Alternate 3
Collection System and Force Main	\$ 9,053,000			
Pumping Station	\$ 2,020,000			
<i>West of Elm (Pleasant Bay)</i>		\$ 396,000	\$ 396,000	\$ 396,000
<i>Perry's Way</i>			\$ 336,000	\$ 336,000
<i>Walden Way</i>				\$ 595,000
Subtotal	\$ 11,100,000	\$11,500,000	\$11,800,000	\$12,400,000
Contingency (10%)	\$ 1,100,000	\$ 1,100,000	\$ 1,200,000	\$ 1,200,000
Construction Total for Contract 2W	\$ 12,200,000	\$12,600,000	\$13,000,000	\$13,600,000
Subtotal for Both Contracts	\$ 40,800,000	\$41,400,000	\$42,400,000	\$44,000,000
CPS, Misc.	\$ 4,720,000	\$ 4,720,000	\$ 4,720,000	\$ 4,720,000
Police Details	\$ 1,980,000	\$ 2,020,000	\$ 2,080,000	\$ 2,170,000
Total	\$ 47,500,000	\$48,100,000	\$49,200,000	\$50,900,000

- “Cost” column represents “base bid”
- Multiple options for selecting Bid Alternates
- Must be accepted in order
- Alternate 3 column represents total project estimate

Schedule

- Submittal to the State for Funding Review
 - October 13, 2023 - *Complete*
- Easement and permitting finalization
 - Fall/Winter 2023 (~March) *In Process*
- Potential Bidding
 - Spring 2024 (~April) *Pending*
- Start of Construction
 - Spring/Summer/Fall 2024
- Construction Duration
 - 2 to 2.5 Years
- Property Connection Letters
 - Issued after construction completion – 2 years to connect.



February 13th 7:00pm - Phase 3 Public Meeting

Anticipated Agenda

- Review of Sewer Construction Contracts
- Process for identifying sewer service type & location
- Sewer Stub Location
- Pump Station Locations
- Traffic Control Plan
- What to expect during construction
- What to expect after construction





*** Thank You**



Town of Harwich

TOWN CLERK'S OFFICE

Emily Mitchell, Town Clerk
Harwich Town Hall • 732 Main Street • Harwich, MA 02645
Tel: 508-430-7516 • Fax: 508-430-7517

m e m o

TO: Select Board

FROM: Emily Mitchell, Town Clerk

DATE: January 24, 2024

RE: **2024 Presidential Primary Election – In Person Early Voting**

The upcoming Presidential Primary Election is scheduled for Tuesday, March 5, 2024.

The VOTES Act election reform law that passed in June 2022 permanently requires communities to offer in person early voting for presidential primary elections from the 10th day through the 4th day preceding the election. For this 2024 Presidential Primary Election, the in person early voting period will run from Saturday, February 24, 2024 through Friday, March 1, 2024.

State law defines the minimum number of hours municipalities must be open for in person early voting based on community size. For Harwich, the requirements are as follows:

- Open at least 1 day and at least 6 hours per weekend
- Offered during full business hours on the weekdays (Monday-Friday, 8:30 AM to 4 PM).

To comply with these requirements, I am proposing the following in person early voting schedule:

- Saturday, February 24, 2024, 10 AM to 4 PM
- Sunday, February 25, 2024 – no in person early voting hours
- Monday – Friday, February 26, 2024 – March 1, 2024, 8:30 AM to 4 PM

As with in person early voting offered for prior elections, I propose to set the Town Clerk's Office as the designated early voting location and to make use of the Town Hall first floor lobby to set up voting booths and other associated equipment.

By law, the Select Board must formally set in person early voting schedules and locations. I recommend you vote to set the in person early voting schedule and location for the 2024 Presidential Primary Election as outlined above.

I'm happy to answer any questions about this recommendation, or the options for voting generally, at any time. Thank you.



MASSACHUSETTS RIVER HERRING SUSTAINABLE FISHERY MANAGEMENT PLAN

Submitted by the Massachusetts Division of Marine Fisheries
to the Atlantic States Marine Fisheries Commission

Nemasket River, Middleborough/Lakeville SFMP – page 1
Herring River, Harwich SFMP – page 19

Approved by the ASMFC on November 8, 2022



Bank Building, 20 Centre Street, Middleborough, Massachusetts 02346

Nemasket River Sustainable Fishery Management Plan for River Herring

Developed Cooperatively by the Massachusetts Division of Marine Fisheries and
Middleborough-Lakeville Herring Fishery Commission

INTRODUCTION

The Taunton River watershed contains at least 10 tributaries that support river herring runs of which the Nemasket River is acknowledged as one of the largest runs in Massachusetts. River herring harvest in Massachusetts has been prohibited since 2006 due to concerns over declining stocks. The objective of this Sustainable Fishery Management Plan (SFMP) is to allow a reopening of the recreational river herring fishery in the Nemasket River, located within the towns of Middleborough and Lakeville, Massachusetts (Figure 1). This 2022 SFMP is an update of the original SFMP prepared cooperatively by Massachusetts Division of Marine Fisheries (DMF) and the Middleborough-Lakeville Herring Fishery Commission (Herring Commission) and approved by the Atlantic States Marine Fisheries Commission (ASMFC) in 2016.

River herring were an important food source for Native American tribes living along Massachusetts coastal rivers. The Wampanoag tribe established villages along the Nemasket River (which means “place of fish”) and caught herring during the annual spring migration. The Wampanoag taught the early European settlers to catch herring for sustenance and for fertilizer. Soon after Middleborough was incorporated as a town, laws were established for commercial and sustenance river herring harvest. The early Middleborough rules provided allowances for citizens to catch herring, with shares given to widows, orphans, and the poor. Mill owners along the river were required to allow the passage of herring during the annual migration. Also, around this time, a long-standing practice began to elect or appoint herring wardens to oversee the herring catch and enforce the fishery regulations. The Town of Lakeville split from Middleborough in 1853 and established itself as a separate town. The incorporating legislation specifically states that Lakeville and Middleborough jointly manage the Nemasket River herring fishery and jointly share profits (Appendix 1).

Two species of river herring occur in the Nemasket River. A large majority are alewives (*Alosa pseudoharengus*) that typically arrive in mid-March; although in warm winters, they can arrive in late-February. Blueback herring (*Alosa aestivalis*) follow two to three weeks later. River herring are present throughout April and into May. Traditionally the upstream migration peaks in April and fades during the second or third week of May, although in times of abundance the run can continue into June.

WATERSHED

The Taunton River starts at the confluence of the Matfield River and Town River and flows into Mount Hope Bay near the City of Fall River. The Taunton River is unique among large coastal rivers in Massachusetts in having no main stem dams. The entire watershed is 562 mi² and covers a wide range of rural, suburban, and urban areas in 43 towns and cities. One stream flow gauge station is present on the main stem river in Bridgewater (USGS #01108000; drainage area = 261 mi²). The mean April discharge for the time series to present is 896 cfs. The river was used extensively for commerce and waterpower during colonial and industrial times. Presently, the mills have long since been closed, water quality has improved, and the Taunton River is now designated as a Wild and Scenic River by the U.S Congress.

The eleven-mile long Nemasket River starts at the Assawompsett Pond dam and flows north, entering the Taunton River near the Bridgewater/Middleborough line. The Nemasket River has low gradient and water velocity throughout the entire length and has only one small section with swifter flow, a short distance below Wareham Street in Middleborough. The river is crossed by ten roads (including a multi-lane highway) and two railroad tracks. The low grade and changes in water supply withdrawals may have contributed to recent increases in invasive aquatic vegetation and siltation. The upper one third of the river forms the boundary between Middleborough and Lakeville. For approximately the lower two thirds of its length, the Nemasket River flows entirely within Middleborough.

Overall, river herring migrate approximately 23 miles and must pass three obstructions in the Nemasket River on the way from Mount Hope Bay to the spawning grounds in the Assawompsett Pond complex. A partially restored colonial mill complex is located at Oliver Mill Park, an attractive and popular public park that includes a large and functional pool and weir fish ladder constructed by the DMF Fishway Crew in the 1980s (Figure 2). The second obstruction is a remnant industrial mill dam and a movable bascule gate from a former power plant at Wareham Street. A concrete pool and weir fish ladder is located here; originally built in 1874 and most recently by the DMF Fishway Crew in 1996 (Reback et al. 2004). The third obstruction is the Assawompsett Pond dam that includes a 1968 Denil fish ladder: the first Denil built in Massachusetts (Reback and DiCarlo 1972). Recently, water level operations have allowed passage directly through the gates of the dam, negating the need for the fish to use the ladder.

SPAWNING HABITAT

The Assawompsett Pond complex consists of Assawompsett Pond, Pocksha Pond, Great Quittacus Pond, Little Quittacus Pond, and Long Pond providing over 5,000 acres of river herring spawning and nursery habitat. The first four are directly connected, forming the largest natural pond complex in Massachusetts. This amount of habitat is certainly a contributing reason why the Nemasket River hosts one of the largest herring run in Massachusetts. Much of the surrounding watershed land, except for Long Pond, is owned by cities, the state, or conservation trusts. Long Pond has experienced more traditional lakeside development, with many seasonal cottages now trending towards year-round neighborhoods.

All ponds in the Assawompsett Pond complex except Long Pond are protected water supply reservoirs for the cities of Taunton and New Bedford. As such, the cities vigorously protect the watershed, and did not even allow fishing from the shore for almost a hundred years. Given the protections and goals of the water supply, the lakes have maintained suitable water quality. The lakes are shallow and prone to temperature changes, although except for years of very low water, there has been no observed limitation of spawning or nursery habitat quality. Spawning adult herring can access the entire pond complex, except for Little Quittacus Pond which is gated off to ensure herring do not enter the intake pump at the New Bedford water treatment plant. Juvenile herring remain in the pond complex for several months, until exiting during a seaward migration occurring primarily in the fall.

HERRING FISHERY COMMISSION

The towns of Middleborough and Lakeville have a long-standing commitment to manage and protect the Nemasket River herring run. This tradition has been supported by monetary incentives and interest to sustain a natural resource used widely by the public. Over the years, individuals and commercial enterprises were allowed allotments of herring and commercial licenses were issued through annual bids. For many years, Middleborough and Lakeville residents were allowed one bushel of herring annually. Commercial herring fishing on the Nemasket River ended in 1965. For many decades, herring wardens were appointed by the Selectmen, but no formal program was in place. In 1996, the current Herring Commission was established, and new harvest rules were promulgated. Any Middleborough or Lakeville residents could buy a permit allowing up to four dozen (48) herring being taken per week, with four days open for harvest. Three hundred permits were reserved for residents of other communities. The harvest was overseen by the wardens and several volunteer observers. The season ran from the last Wednesday in March to June 15, although catching usually ended in May as the herring run faded. This system remained in place until DMF instituted the ban on recreational herring harvest in 2006.

The current Herring Commission consists of seven volunteer fish wardens, appointed jointly by the Boards of Selectmen in Middleborough and Lakeville. Wardens are the voting members of the Commission and are assisted by several volunteers. The Commission is broadly charged with administering and enforcing herring harvest regulations, maintaining and enhancing herring habitat, and public education on the herring run. It was agreed that since the spawning grounds and river boundaries were in both Middleborough and Lakeville, and the law gave control of the herring fishery to both towns, then both towns should work jointly to protect the herring. Operating as a Chapter 44, Section 53E and ½ revolving fund agency, Commission funds came solely from the sale of herring permits. With the ban on herring catching, no permits have been sold and no operating funds have been generated since 2005. Through frugal management practices the Commission presently maintains an annual operating budget.

POPULATION AND HARVEST ESTIMATES

Early in the 20th century Belding (1921) reported the Nemasket River herring run was underperforming mainly due to blockages and pollution related to mill works on the river. The herring harvest in 1912 was reported as 200 barrels (estimated as about 193,000 fish at 965 fish/barrel) with an estimated potential of 2,000 barrels (about 1,930,000 fish) (Belding 1921). A review of more recent river herring surveys by DMF (Reback and DiCarlo 1972; Reback et al. 2004) and Herring Commission files reveals a pattern of improvement in the herring run during the 20th century that may reflect rebounding habitat quality as mills closed, reconstructed fishways, and the stewardship of the Herring Commission.

Volunteer herring counts were established in 1996 and utilize a ten-minute count at the exit of the Wareham Street fish ladder, along with recording air temperature, water temperature, weather at the time of the count, and barometric pressure. The volunteer count data were provided to DMF, who then calculate annual estimates of herring passage based on extrapolating the ten-minute counts.

The Nemasket River herring count data was revisited in 2012 to generate run size estimates using a random stratified sampling design recommended by DMF (Nelson 2006). The updated analysis partitions 10-minute counts into three periods of each day. This approach avoids bias that can occur when counts are concentrated at a time of day of run peaks and these data influence the extrapolated results for other times of the day. The updated analysis results in lower run size estimates than the earlier method (Table 1, Figure 3). The run size time series shows a low period of 2004-2005 of less than 250,000 herring each year, followed by a moderate increasing trend since the harvest ban in 2006. The series high estimate was over 1.3 million fish in 2002 followed by about 840,000 fish in 2013. These catch numbers relative to

other herring counts in Massachusetts support the commonly held assertion of the Nemasket River being one of the largest herring run in the state, and the largest run in many years.

For decades prior to 1996, the residents of Middleborough and Lakeville were allowed one bushel of herring per year, although recreational harvest enforcement was not consistent and was poorly reported. The illegal harvest of herring mainly for lobster and striped bass bait became a growing problem that no records can accurately describe. In 1996, local control was formally established, and the Herring Commission has since endeavored to record recreational herring catch numbers. Issued permits were formatted to allow Herring Wardens at the catching station to record the number of fish taken on each catching day. Harvest permitting ceased with the state-wide ban in 2006.

Stocking Source. The Nemasket River has been a source of river herring for stocking to augment or create runs at other rivers for many decades. For the last ten years, the Herring Commission participated in formal multi-year stocking programs in cooperation with DMF. Typically, the Commission provided 2,000 herring per year to restock other runs on a five-year program. The five-year period allowed for one or two years of continued stocking after the first returns of spawning fish should have occurred. Stocking efforts have been recently conducted for the Town River, Three Mile River, and Ten Mile River, and in cooperation with the Rhode Island Department of Environmental Management, University of Massachusetts, and DMF for stock enhancement and research purposes.

SUSTAINABLE HARVEST PLAN

ASMFC. The Atlantic States Marine Fisheries Commission's Amendment 2 to the Interstate Fishery Management Plan for Shad and River Herring gives states guidance for developing Sustainable Fishery Management Plans (SFMP) for river herring (ASMFC 2009). These plans are to be developed and approved by State jurisdictions then reviewed by the ASMFC Technical Committee (TC) and if suitable forwarded to the ASMFC Shad and River Herring Management Board (Board) for approval. The premise is that SFMPs should allow harvest while not diminishing the potential future reproduction and recruitment of herring stocks. The SFMPs are based on Sustainability Targets that relate management responses to population action and warning levels. SFMPs can be river-specific, regional or state-wide.

***ASMFC Sustainability Targets.** The recommended sustainability targets in Amendment 2 included: spawning stock biomass, fish passage counts, mortality rates, repeat spawning ratio, and juvenile abundance indices. From these measures, thresholds or targets shall be set to prompt action level (management action such as fishery closure or regulation change) or warning level responses (documentation and management planning).*

The first ASMFC review of SFMPs occurred during 2011-2012 when state plans from ME, NH, NY, NC and SC were approved. The sustainability targets from these SFMPs were mainly based on exploitation rates, escapement targets related to fishery dependent harvest or independent herring spawning run counts. Additionally, a recruitment failure definition and a juvenile index were applied in one case each as sustainability targets. Several states indicated their intention to investigate the future use of population metrics (mortality, length, CPUE, and repeat spawning ratio) as sustainability targets or warning limits.

ASMFC Update. During the 2017-2018 review of new SFMPs and renewals from 2011-2012, the TC identified several inconsistencies between state SFMPs and the requirements of Amendments 2 and 3. As a result, the Board tasked the TC with developing proposed improvements to Amendments 2 and 3 regarding the five items below. The Board reviewed the TC recommendations in February 2021, and subsequently directed the TC to develop a technical guidance document to ensure that implementation of the Amendment 2 and 3 requirements related to the issues outlined below are consistent with the TC

recommendations. The guidelines were presented to the Board in April 2021 (ASMFC 2021). The Nemasket River SFMP was prepared with consideration for these ASMFC guideline updates.

- 1.) Management and monitoring of rivers with low abundance and harvest of shad and river herring.
- 2.) Standardization of SFMP requirements: content, metrics, and management responses to triggers.
- 3.) Improved integration of stock assessment information into SFMPs.
- 4.) Clarification of de minimis requirements as they pertain to SFMPs.
- 5.) Review SFMP renewal schedule and the number of years of data required for a suitable SFMP.

Herring Commission Objectives. The Herring Commission sent an inquiry to DMF in December 2013 regarding the potential and process for opening harvest of river herring at the Nemasket River. Consequently, several meetings occurred to discuss the topic and DMFs staff evaluated the available biological and count data to develop metrics for a river herring SFMP. The Commission, with their decades of experience managing the Nemasket River run, stated their belief that their previous harvest system of permitting, reporting, and limited harvest days under Commission supervision would allow a sustainable harvest. They support this contention by outlining that the modest harvest of 1999–2005 averaged about 15% of the annual run count with no evidence of impact on future recruitment. Furthermore, these harvest years include two of the lowest run counts in the time series (2004 and 2005) that were followed by nearly 10 years of steady improvements to run counts. Therefore, they expressed an interested in opening harvest to allow similar catches as occurred in 1999–2005, that when removed from the present stock, would constitute an exploitation rate of approximately 10% of the spawning run size.

State Role. DMF supported the request and proceeded to develop a SFMP for the Nemasket River herring run that was ultimately approved by the ASMFC in December 2016. The approved SFMP could have been implemented in 2017; however, the Herring Commission elected not to open harvest due in part to concerns over being the only run open to harvest in Massachusetts and a sharp downturn in the 2017 run size. The Commission did not elect to harvest herring during 2017-2022. They wish to update the plan in 2022 to support a future decision to open harvest. DMF supports this approach and has cooperatively updated the SFMP with additional data from 2016-2021.

Management Unit. The SFMP has a river-specific management unit of the Nemasket River herring run in the Towns of Middleborough and Lakeville.

Sustainability Measures. The ongoing spawning run count with calculated run size will serve as the primary measure to monitor the Nemasket River run status.

Sustainability Target. One fishery-independent sustainability target will be used. Harvest will be capped at 10% of the time series mean (TSM). This value will be recalculated each year. This level was selected as a conservative level of harvest that will be lower proportionally than 1999–2005 harvest levels in the Nemasket River and will allow within-year management measures to adjust daily limits and close harvest when the harvest target is reached. Table 1 and Figure 3 provide the run count statistics that formed the basis of the recommended sustainability target.

Primary Action Threshold. The 25th percentile of the Nemasket River run count time series will serve as the primary action threshold to trigger a management response to declining run size.

Management Actions. With two consecutive years where the Nemasket River run count is below the 25th percentile, the sustainability target will be reduced to 5% of the TSM for the following year. Three consecutive years with the run count below the 25th percentile of the time series will trigger a minimum 3-year closure the following year. In order to reopen the harvest, an opening threshold of three consecutive years above the TSM would have to occur.

Secondary Threshold. An annual exploitation rate of 10% of the run size will serve as a secondary threshold or warning limit. An exploitation rate of 10% of annual run size would recently have been similar to a harvest target of 10% TSM; but also would provide an alternative annual signal of how harvest relates to run size. Two exploitation rates in ASMFC-approved SFMPs presently target 18% (SC) and 20% (NH) of average run counts. Annual exploitation rates will be tracked each year with a threshold of 10% assigned as a warning limit. Following a single, annual exceedance of this threshold, DMF will meet with the Herring Commission to review harvest records and management practices and document the review and cause of increase in exploitation rate in a joint memorandum.

Potential Future Metrics. With the SFMP implementation, and increasing time series, efforts will be made to develop additional primary and secondary thresholds. DMF has conducted annual biological sampling of alewife and blueback sex, size, and age data at the Nemasket River since 2004 (Table 2, and Figures 4-6). These data allow the calculation of age, length, weight statistics and estimates of sex ratios, mortality, and survival. The target sampling level is 100 river herring per week for the duration of the run to meet suitable levels of power to discern trends (Nelson et al. 2011) for both sexes and species. The targeted run duration is usually six weeks. Aging is conducted using otoliths and following published DMF protocols (Elzey et al. 2015).

The data derived from biological sampling can provide additional information on population status and supporting evidence for management measures. However, as found in Nelson et al. (2011), the length and age metrics for river herring analyzed to date in Massachusetts provide little predictive power when related to population abundance. Mean lengths and mean ages of fish within a run can point to long-term changes in demography, but the current time series appears to be tracking inter-annual fluctuations in year class recruitment into the population and indicates that robust age structure has not been recovered. With these conditions, it is not presently possible to clearly identify thresholds associated with the biological data. This limitation is not unexpected nor prevents the development of future metrics: 18 years of size and age data allows the tracking of about four generations of river herring. DMF recommends that biological data continue to be collected from the Nemasket River herring run with the goal of developing population thresholds based on the following metrics:

Age Structure. Evidence of age structure truncation is present now in Massachusetts river herring populations, including the Nemasket River population. Additional cohorts to evaluate age structure or mortality rates may become useful for setting warning limits. Changes in age structure will be examined annually using the χ^2 test as described in Davis and Schultz (2009).

Repeat Spawners. A target percentage of repeat spawners in annual spawning run could be used for setting a warning limit. However, with the present focus on otoliths for aging, it would take a renewed effort to collect and process a subsample of scales from older Nemasket River herring to compare to earlier scale samples.

Escapement Targets. Alternatively, to annually opening harvest at the start of the run, the Commission could consider not allowing harvest until a suitable escapement target of incoming spawners was met. The escapement target would depend on real-time reporting from an electronic or video counting station at one of the Nemasket River fishways and relate counts to a spawning habitat productivity metric. For example, the Maine Department of Marine Resources uses a calculation based on spawners per surface acre of spawning and nursery habitat (Havey 1961, Havey 1973) to set escapement targets. This would guarantee a certain number of spawners entering the spawning habitat and guard against unexpected low returns.

One potential drawback in some systems could be focusing the harvest on later arrivals that may have a higher proportion of younger fish or blueback herring.

HARVEST MANAGEMENT

Opening harvest in a single river creates management and enforcement challenges given that Massachusetts has over 100 rivers and 50 coastal towns that contain river herring runs. Ideally, a regional approach would be established to allow several runs to open at the same time. This would reduce concerns over harvest compliance and enforcement while providing a larger opportunity for Commonwealth citizens who are not town residents to purchase harvest permits. This has been a goal of DMF; however, few herring runs presently have the full complement of favorable stock status, a suitable data series, and the infrastructure and dedication found in the Herring Commission. Since the first SFMP was approved in 2016, three other Towns have requested a harvest opening with only Herring River in Harwich advancing to the present SFMP update.

The prior Nemasket River harvest was managed by the Herring Commission until the 2006 state-wide ban (Appendix A2). They used a proven system of selling an unlimited number of permits to residents and 200–300 permits to non-residents with a weekly maximum catch of 48 fish that could be taken on four open days at only one catching area. Catching was only allowed in the presence of a Herring Commission warden or volunteer observer. The permits were printed with punch-card features on the border that allowed the herring wardens to mark each weekly harvest.

The Herring Commission was interested in opening harvest in 2017 with an approach similar to pre-2006 that allowed a large permit base to have access to 48 fish per week with the acknowledgement that many permit holders won't maximize their allowable catch. After review of three alternative management options, the sustainability target of 10% of the TSM using the following approach was selected for balancing the interest of providing access to a large number of permit holders and preventing overages of the harvest target.

Harvest Permits. Typically, 600-700 resident permits were sold per year in the decade prior to the harvest ban and non-resident permits were capped at 200-300 and provided via lottery. The available harvest records do not presently allow a determination of the harvest rate per permit or number of inactive permits. However, the Herring Commission's impression is that a majority of permits did not realize their maximum harvest rate, and many were inactive or marginally used. Therefore, this proposal seeks to limit the potential for overharvesting the sustainability target by reducing the harvest period to five weeks, reducing the harvest days to three per week, and reducing the weekly catch limit per permit to 20 fish. Using the range of permits sold previously, this approach would have a potential maximum harvest that ranged from 80,000 to 100,000 fish (800 to 1000 permits). By allowing unlimited resident permits and 250 non-resident permits via lottery the Commission is expecting about 900 total permits. The maximum harvest under this scenario would be 90,000 fish. An assumed harvest rate of 50% of the maximum potential harvest would result in a harvest of 45,000 fish.

The potential for harvest to exceed the sustainability target exists for this approach if a high proportion of permit holders takes the full weekly harvest each week. This proportion is expected to be low given the Herring Commission's past experience. This outcome is hard to predict but will be easily tracked once harvest is open. The SFMP will diligently monitor harvest performance by permit and week in order to make annual adjustments to relate the harvest target to the numbers of permits issued.

The previous "punch-card" permit system would be augmented with the issuance of daily catch cards to each permit holder that harvests herring. The card would indicate the date, permit number, and number of fish. State regulations will be changed by DMF to require that any possession of river herring in Massachusetts be accompanied by the Nemasket River harvest permit and the daily harvest card. Herring frozen in bags must have the original daily harvest card placed in the bag. The permits and daily catch cards would be professionally printed on waterproof paper.

The usage of harvested river herring trended sharply towards striped bass bait in the decade leading up to the state-wide harvest ban. DMF recognizes that a component of the concern that led to the state-wide ban on river herring harvest was excessive harvest and declining conservation ethics related to the harvest for lobster and striped bass bait. Under this SFMP, recreational bait use will be allowed; however, the SFMP seeks to promote and encourage traditional uses of consumption of river herring as grilled, pickled, and smoked fish and fried roe. There will be public outreach associated with the implementation of the SFMP that encourages responsible use of herring for bait and traditional use as food. The Herring Commission will also consider accommodating requests for food as able. For example, requests for only females for roe harvest might be allowed when manageable on-site during the three open days per week. In these cases, the Herring Commission should record the female only harvests and compensate daily as needed by providing males for bait use.

Native American Harvest. The Commonwealth of Massachusetts recognizes the aboriginal practice of the Wampanoag tribe to harvest river herring in Massachusetts. In prior years, a Memorandum of Agreement was signed between DMF and the tribe with the agreement that harvest was an aboriginal right for sustenance purposes only and that harvest would be reported by river to DMF. The tribe's harvest is not bound to SFMP measures; however, an accurate accounting of their harvest in the Nemasket River will assist a successful SFMP. DMF will discuss the possibility of issuing free permits to the Wampanoag tribe and to coordinate with the tribe to encourage responsible harvest, record keeping, and the potential to include tribal harvest in annual sustainability targets under the SFMP.

STATEWIDE REGULATIONS AND ENFORCEMENT

For this harvest opening to be successful and enforceable, the process will need a tightly managed accounting system for daily harvest, well-planned coordination with the State Environmental Police, and participation from Town law enforcement. A coordination meeting will be held with the Massachusetts Environmental Police, DMF, Town Police, and the Herring Commission each year prior to the season start. DMF will enact changes to the existing state regulations that ban state-wide harvest to allow harvest and possession of Nemasket River herring in accordance with this SFMP. This process will include a review of existing penalties for non-compliance and updating the penalties as needed.

The Massachusetts Environmental Police has recommended that the Herring Commission provide information on permit records and seasonal harvest records to improve the enforcement of harvest regulations. The ideal approach would be to have an online source of permit records and the names and schedules of herring wardens available at the start of each season with weekly updates in harvest by permit. The Herring Commission may not presently have the capacity to provide permit data or weekly harvest records online. However, the Herring Commission recognizes the value in these communications for law enforcement and will endeavor to prepare a spreadsheet of permit holder information and river herring warden names, schedules, and phone numbers for the start of the harvest season.

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TABLES & FIGURES

Figure 1. Nemasket River Watershed. Source: DMF Diadromous Fish Restoration Priority List. River herring can access green locations and red locations are impassible to river herring.

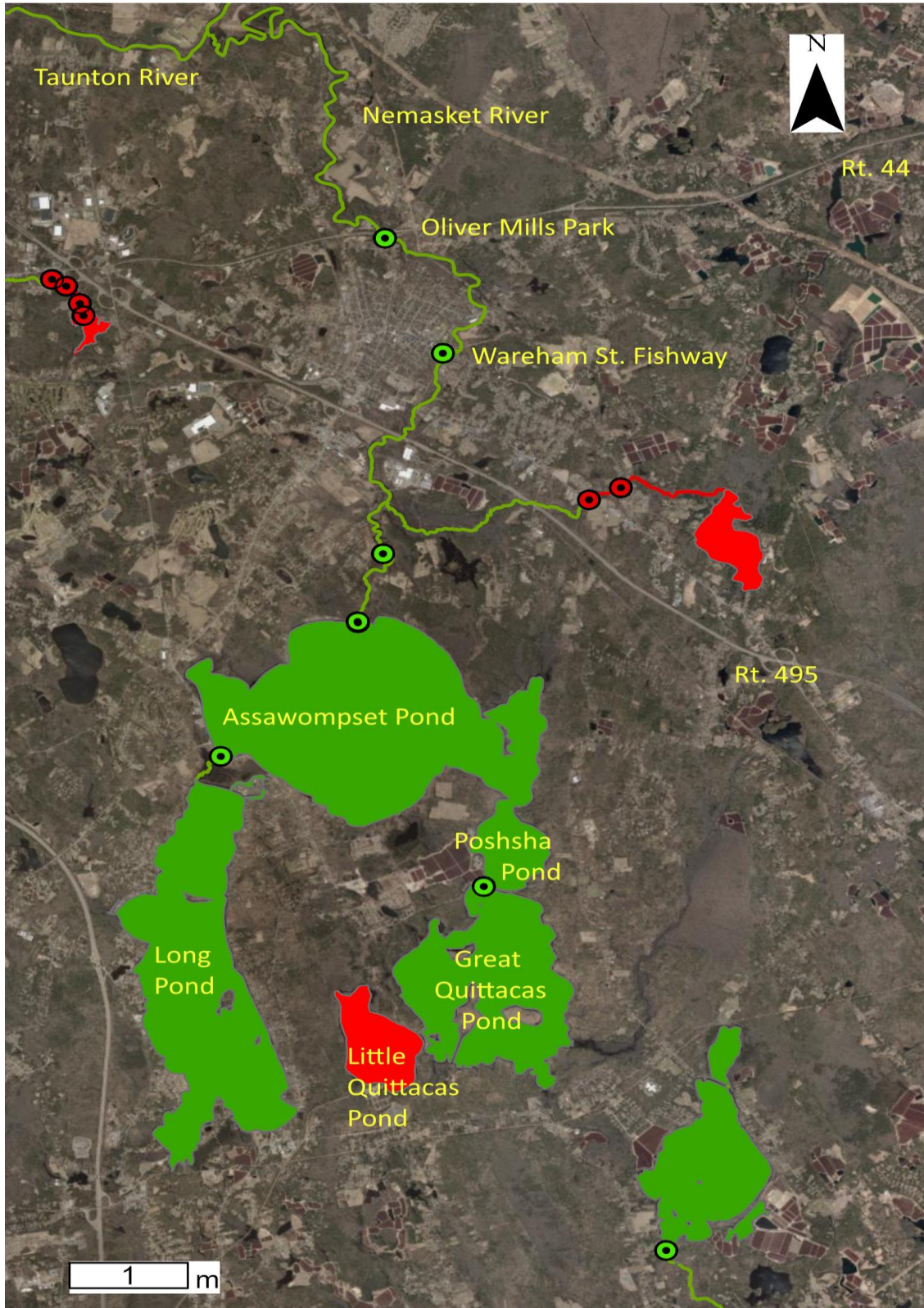


Figure 2. Oliver Mill Park, Nemasket River, Middleborough.



Figure 3. River herring spawning run count for the Nemasket River, Middleborough/Lakeville, Massachusetts. Graphical presentation of Table 1 data showing the time series mean (TSM), 1st quartile (25th percentile) and sustainability target (10% of TSM) as blue line.

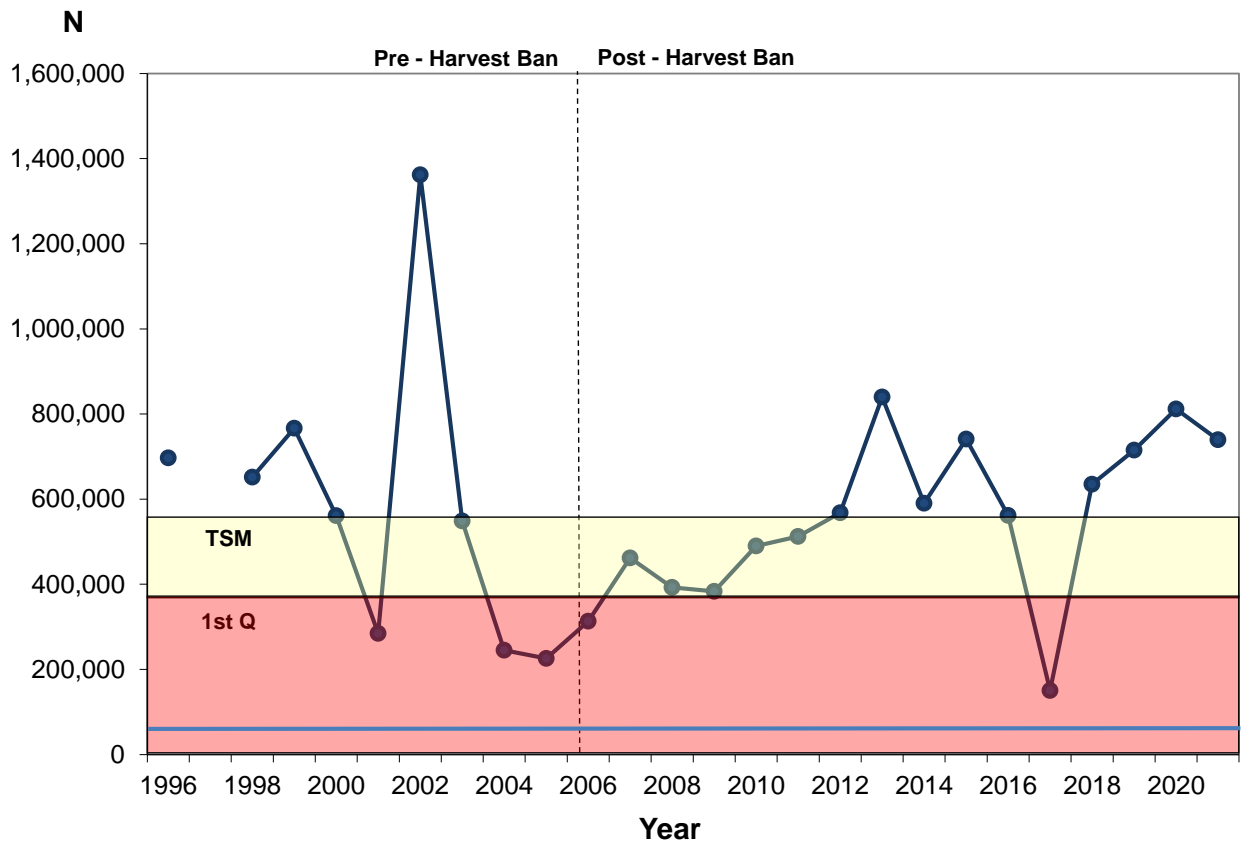


Table 1. River herring spawning run counts, prior harvest data, and Sustainable Fishery Management Plan metrics for the Nemasket River at the Wareham Street fishway, Middleborough, during 2004-2021.

Year	Spawning Run Count (No.)	Permits (No.)	Harvest (No.)	Harvest % of Count (%)	Summary Statistics
1996	696,666				
1997					
1998	651,441				
1999	766,694	742	104,992	0.14	
2000	560,986		76,426	0.14	
2001	284,498	1966	59,514	0.21	
2002	1,361,691	2698	86,301	0.06	
2003	548,835	2113	61,945	0.11	
2004	244,832	2109	64,593	0.26	
2005	225,904	1931	33,964	0.15	
2006	313,242				N (years) 25
2007	462,000				Mean 569,869
2008	392,451				Median 561,538
2009	383,338				Minimum 150,392
2010	489,931				Maximum 1,361,691
2011	512,139				1st Quartile 392,451
2012	567,952				10% of TSM 56,987
2013	840,033				
2014	590,105				
2015	741,048				
2016	561,538				
2017	150,392				
2018	635,234				
2019	714,951				
2020	811,568				
2021	739,266				

Table 2. Summary total length statistics for alewife sampled by DMF from the Nemasket River at the Wareham Street fishway during 2004-2021.

	Year	N	Mean	SD	2SE	Min	Max
Female	2004	127	291.5	14.36	1.30	255	324
	2005	130	280.4	15.20	1.34	248	318
	2006	127	275.3	13.66	2.37	244	316
	2007	255	278.1	12.41	1.64	197	320
	2008	228	281.9	12.49	1.39	250	320
	2009	191	278.3	11.33	1.87	249	310
	2010	277	281.4	11.67	1.51	256	317
	2011	220	287.1	11.21	1.63	254	315
	2012	154	284.3	13.44	2.11	258	325
	2013	213	279.5	9.79	1.50	258	312
	2014	236	287.2	11.63	1.48	254	327
	2015	248	286.6	11.92	1.49	253	312
	2016	258	296.3	14.20	1.73	253	330
	2017	223	276.5	15.96	2.09	247	327
	2018	167	280.6	13.45	2.04	242	327
	2019	251	285.7	9.23	1.14	256	320
	2020	228	286.1	11.59	1.50	241	310
	2021	239	276.3	13.39	1.70	250	314
Male	2004	141	282.6	15.15	2.51	248	311
	2005	148	273.0	16.11	2.77	233	309
	2006	197	265.1	13.35	1.86	238	315
	2007	395	276.6	12.84	1.03	212	300
	2008	276	269.1	12.94	1.59	225	300
	2009	313	268.1	11.06	1.38	240	308
	2010	276	272.1	10.67	1.26	237	300
	2011	283	275.2	11.42	1.69	237	298
	2012	229	270.3	12.50	1.63	240	303
	2013	284	270.5	10.14	1.43	243	295
	2014	324	277.2	11.24	1.22	249	309
	2015	281	276.8	11.87	1.40	237	310
	2016	321	282.1	13.30	1.46	252	316
	2017	318	263.8	17.50	1.93	195	309
	2018	398	269.0	11.80	1.16	240	300
	2019	306	276.5	7.76	0.87	255	308
	2020	295	276.0	10.62	1.21	248	300
	2021	288	264.8	10.74	1.24	236	300

Figure 4. Average age of alewife sampled at the Nemasket River, Middleborough, during 2004-2021.

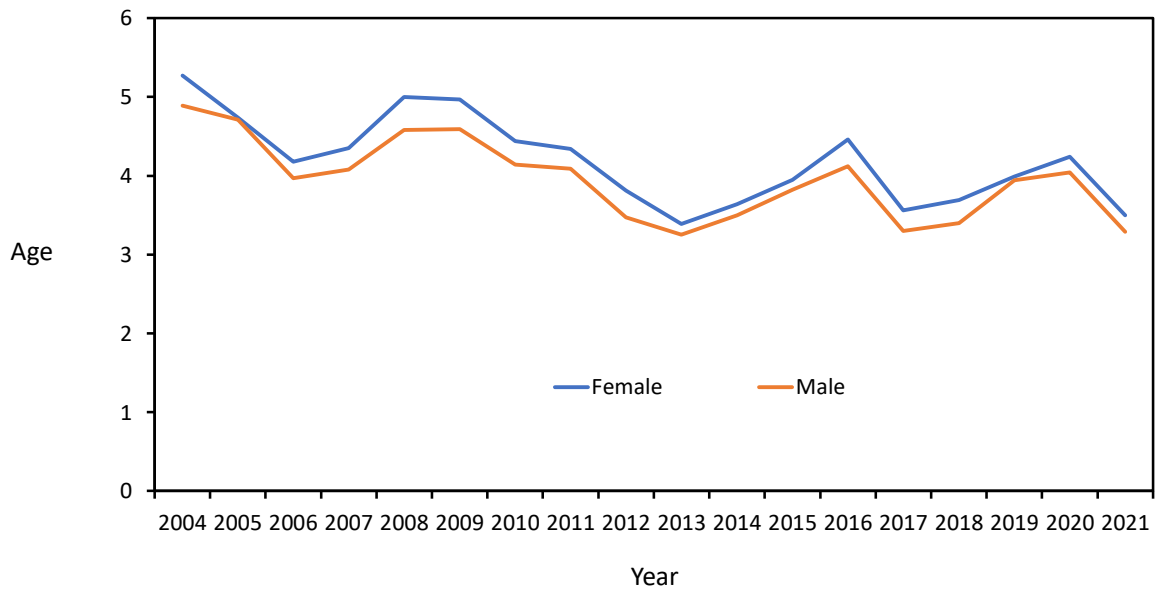


Figure 5. Average instantaneous mortality rate (combined sexes, $Z \pm 2$ SE) of alewife sampled at the Nemasket River, Middleborough, during 2004-2021.

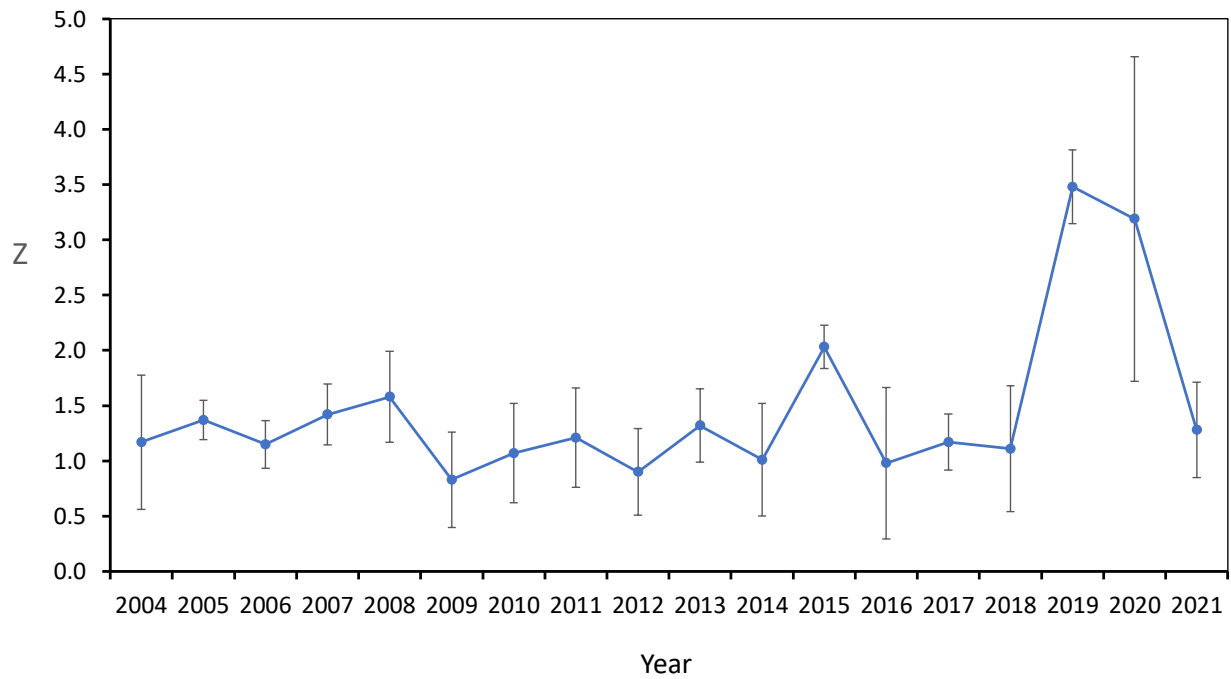
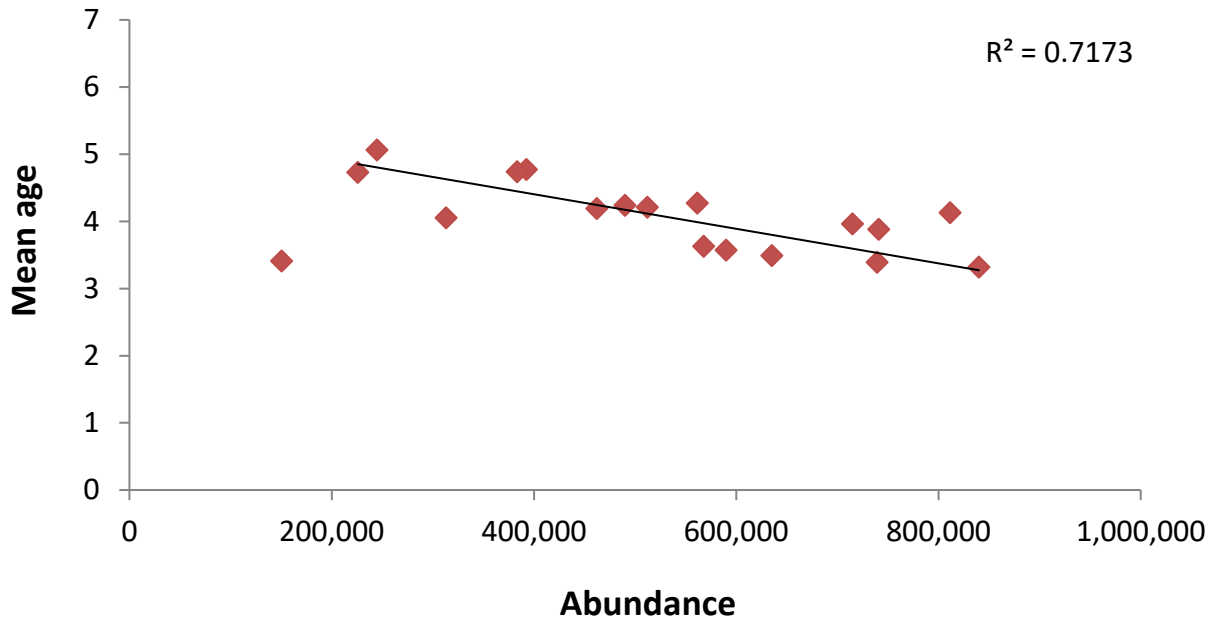


Figure 6. Scatterplot with linear trend of the annual mean age (combined sexes) against spawning run abundance for alewife sampled at the Wareham Street fishway, Nemasket River, Middleborough, during 2004-2021. The R^2 value improves to 0.770 with the removal of the time series low abundance value (150,392) from 2017.



APPENDIX

A1. Massachusetts Legislature, Acts of 1853; Chapter 338, Section 5 of the Act incorporating the Town of Lakeville, Massachusetts.

"The alewife fisheries of the Nemasket River shall be and remain the property of said towns of Middleborough and Lakeville, and the manner of taking said fish, and the whole management of said fisheries, shall be regulated by the selectmen of said towns; and the proceeds thereof shall be divided between the said towns, in proportion to the number of ratable polls in each respectively, and the respective parts of such protocols shall be disposed of by said towns respectively, in such a manner and for such purposes as each town shall for itself determine and direct."

A2. Middleborough-Lakeville Herring Fishery Commission: Herring Rules and Regulations, December 2004 (the last revisions prior to the state-wide ban in 2006).



Bank Building, 20 Centre Street, Middleborough, Massachusetts 02346

HERRING RULES AND REGULATIONS

A. No herring may be taken without a valid and signed permit. Herring may only be taken during posted hours with a Warden or Volunteer Observer on duty.

B. A **maximum** of 48 fish per week may be taken, in any combination of visits. The Warden or Observer on duty may limit the catch as conditions warrant.

C. Herring may **ONLY** be taken by hand-held hoop net **WITH A MESH OF 3/8 INCH OR SMALLER** or by hand. Herring that are "gilled" or otherwise injured must be harvested first.

D. Permits are sold at the Middleborough Town Clerk's Office, 20 Center Street, Monday through Friday from 8:45 AM to 5:00 PM. The Commission will determine the number of permits sold and the manner of sale each season.

E. Permit Fees: Valid identification will be required.

\$5.00 Middleborough/Lakeville Residents	\$25.00 Non-residents
\$1.00 Middleborough/Lakeville Senior Citizens	\$5.00 Non-resident Senior Citizen

Duplicate Permits \$2.00 (with proof of identification).

F. Catching Days and Times:

Wednesday:	4:00 PM to 8:00 PM
Friday:	6:00 AM to 7:00 PM
Saturday:	5:00 AM to 7:00 PM
Sunday:	6:00 AM to 10:00 AM

The season opens on the last Wednesday in March and ends June 15, unless closed earlier as dictated by the availability of fish.

Exception: To accommodate sport fishermen and tide considerations; herring may be taken at other times of the day or night, from May 15 to June 15 (depending on the availability of fish). The Middleborough Town Manager must be notified at least 24 hours in advance. Call (508) 947-0928 during business hours to set an appointment with a Warden or Volunteer Observer.

G. Catching Area:

1. The pool below the falls at the Wareham Street fish ladder in Middleborough is the **ONLY** legal catching area in Middleborough or Lakeville. **No herring may be taken without the direct permission of the Warden or Volunteer Observer on duty.**

2. No one is permitted to enter the fish ladder, including the concrete mouth of the ladder. No one is permitted to disturb, injure, hinder or obstruct the passage of herring in any fish ladder. Fishing in the pools above or below the fish ladders at Oliver Mill Park and Wareham Street with a rod and reel in a manner which disturbs the herring, or which could snag a herring is prohibited.

3. For safety reasons, to prevent disturbing herring eggs and to prevent hindering the passage of herring; no person is permitted to enter the river at any time.

H. Littering in the general park area or throwing rocks, sticks or other objects into the fish ladders or catching areas is prohibited. Visitors and catchers shall assume all risk and liability.

It is the Commission's intention to provide a safe recreational area. Disorderly conduct or public drunkenness will not be tolerated. Offenders will be ejected from park areas.

MGL Chapter 130 Sect. 95 applies throughout Middleborough and Lakeville:

Taking Fish From Fisheries Without Permission

"Whoever takes, kills or hauls onshore or disturbs, injures, hinders or obstructs the passage of any herring, alewives or other swimming marine food fish ... shall be punished by a fine of not less than five nor more than fifty dollars."

The Towns of Middleborough and Lakeville and the Mass. Environmental Police may prosecute violation of these rules. Violators are subject to arrest, fine, seizure of equipment, and loss of permit.

All Rules and Regulations are subject to the discretion of the Warden or Volunteer Observer on duty. Regulations may be modified as conditions warrant.

Revised: December 2004



Sustainable Fishery Management Plan for River Herring Herring River, Harwich, Massachusetts

Developed Cooperatively by the Massachusetts Division of Marine Fisheries and the Harwich Department of Natural Resources

INTRODUCTION

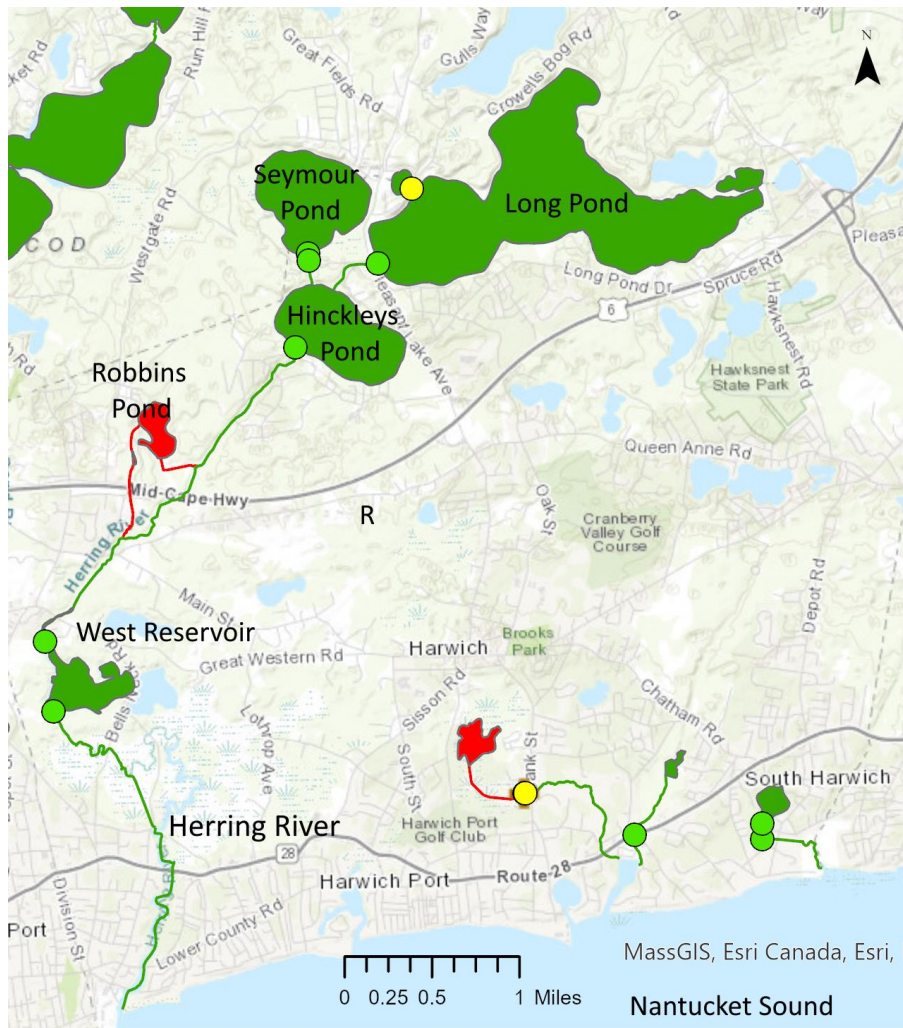
The Herring River, Harwich, has historically been one of the largest river herring runs in Massachusetts. Given the size of this herring run it likely had importance to native tribes for millennia. Reports from the early 20th century indicate that the harvest in the Herring River was among the highest in Massachusetts (Belding 1921). River herring harvest has been prohibited in Massachusetts since 2006 due to concerns over declining stocks. The objective of this sustainable fishery management plan (SFMP) is to allow a reopening of the recreational river herring fishery in the Herring River. River herring in the Herring River consist of two species, alewife (*Alosa pseudoharengus*) and blueback herring (*Alosa aestivalis*). Alewife are most numerous, arriving typically in late-March on spawning runs that can last into early June. Blueback herring arrive later with a shorter duration run that peaks in late May.

WATERSHED

The Herring River watershed naturally begins at Hinckleys Pond and flows nearly 7 miles (mi) to Nantucket Sound (Figure 1). In terms of freshwater discharge and wetland acreage, the watershed is one of the largest on Cape Cod. The watershed contains numerous groundwater-fed kettle ponds of glacial origin with porous glacial sands and gravel dominating the river channel and watershed substrata (Godfrey 1974; Tunison 1997). The Herring River estuary has extensive salt marsh wetland with tidal influence extending 3 mi inland to the West Reservoir dam.

The entire watershed is approximately 14.9 mi² and located within the Towns of Brewster and Harwich. River flows are groundwater driven. A United States Geological Survey (USGS, #01105880; drainage area = 9.4 mi²) flow gauge station is present on the Herring River in North Harwich downstream of Hinckleys Pond. The USGS data series for this station ran from 1966 to 1988, then paused until restarting in 2007 to the present. The mean monthly discharge for both April and May during the entire time series to present is 15.0 cubic feet per second (cfs). A comparison of seasonal averages between the two periods showed an 23% increase in flow from November to April and an 18% decrease from June to September during the 2007-2020 time period.

Figure 1. Herring River watershed, Harwich, Massachusetts. Waterways and waterbodies in green are open to river herring passage and those in red have no present passage.



Significant concerns have grown over the rate of development and the manifestation of eutrophication in the Herring River watershed in recent decades (Tunison 1997; MEP 2013). Residential lot development has increased substantially since the 1970s. Sewage treatment for the watershed is provided entirely by individual home septic systems. The Massachusetts Estuaries Project (MEP) has documented water quality impairment in the Herring River due to excessive nitrogen concentrations. The MEP study found that approximately 68% of the nitrogen load in Herring River originates from septic systems. The MEP has developed a total maximum daily load for nitrogen in the river. This TMDL target is presently driving the Town of Harwich planning to implement a sewage treatment system for the watershed.

The watershed has a long history of commercial use with fisheries, salt hay farming, ship building and mills with hydropower developing in the 18th century. Mill construction was active in the 18th century with numerous applications for cotton, wool, grist, wood, and other fabrications. The largest industry near the river may have been cranberry farming which flourished in the 19th century with numerous water control dikes and diversions installed to use Herring River water for irrigation, bog protection and harvesting. Ditches were dug to connect Hinckleys Pond to Seymour Pond and Long Pond in the 19th century to both supply water to cranberry farms and to expand the herring fisheries. The connection from Seymour Pond to Hinckleys Pond was hand dug in 1852-1853 by cranberry bog owner Captain Alvin Cahoon and is

presently called Cahoon Canal. The channel from Hinckleys Pond to Long Pond was dug in the latter half of the 19th century and is presently called Princess Brook. The West Reservoir was created by the construction of a dike for cranberry farm water control in the Belles Neck Bogs possibly in 1880. The dam was most recently reconstructed in 1932 by Vernon Johnson. Belding's coast-wide survey of alewife fisheries (1921) reported there were seven dams on the Herring River used for cranberry bog operations, although some were originally constructed for hydropower. Several water diversions exist presently for cranberry farm supply and two dams remain to regulate outflow at Long Pond and Hinckleys Pond. At least two of the cranberry bog dams washed out in the 1950s and were not rebuilt (Tunison 1997).

FISHWAYS

Five fishways are present in the Herring River watershed; four at the outlets of each of the major ponds (Reback and DiCarlo 1972), and a fifth connecting Long Pond to the 9-acre Black Pond. The Black Pond fishway is a 65-ft wood flume of unknown origin placed in a man-made channel connecting the ponds. The fishways at the West Reservoir and Hinckleys Pond were in poor condition at the time of Reback and DiCarlo's survey (late 1960s) and have since been reconstructed.

West Reservoir Outlet. The construction of the West Reservoir dike for cranberry farm water control in approximately 1880 likely included a fishway for this valuable herring run. Belding's survey (1921) described an excellent fishway at the concrete dam. The dam was most recently reconstructed in 1932 by Vernon Johnson; with the fishway still called Johnson's Flume by some presently. The fishway was next reconstructed in 1977, designed in cooperation with the Massachusetts Division of Marine Fisheries (DMF) and the U.S. Fish and Wildlife Service (USFWS). This fishway was again reconstructed during 2003-2004 based on a USFWS design funded by DMF. The 2003-2004 construction project involved the National Resource Conservation Service (NRCS), USFWS, and Town of Harwich funding. The present fishway is an 88 ft concrete weir-pool with a width of 4.7 ft and 10 weirs. Some weirs are concrete, and some are wood boards in slots and most have steel side baffles to constrain the width of flow. DMF installed a Smith-Root electronic fish counter at this site in 2016.

Hinckley Pond Outlet. The DMF Fishway Crew reconstructed the Hinckleys Pond fishway in 1982. No records were found of prior fishways at this location, although anecdotally it is reported that a wood flume was present at the pond outlet for decades. The project was done cooperatively with the Town of Harwich paying for approximately \$3,000 in materials and providing heavy machinery. The present fishway is a concrete weir-pool that is 18 ft long, 4 ft wide with 5 weirs, and an auxiliary spillway for flow management. This is the location of a volunteer herring spawning run count from 2009 to 2019.

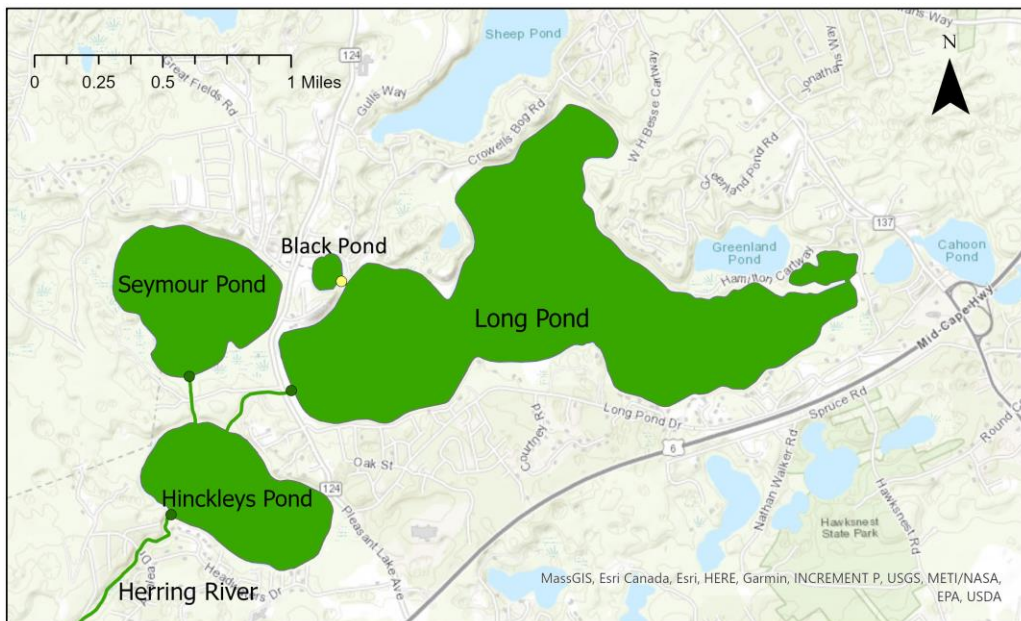
Seymour Pond Outlet. The Seymour Pond outlet was hand-dug in the 1850s and likely had a wooden flume to manage outflow. The DMF Fishway Crew replaced a degraded wood flume in 2017 that was reported to have been built in the 1970s (Metcalf and Eddy 1974). The present fishway has two pools and 3 board slots to manage outflow. A Fishway Operations and Maintenance Plan for the Seymour Pond fishway was prepared by DMF for the Town of Harwich in 2018.

Long Pond Outlet. Belding's survey (1921) shows a photograph of a wood flume at the outlet of Long Pond. This location has also been called the Princess Brook flume. A concrete weir-pool fishway was constructed by the DMF Fishway Crew at this location in 1948. That fishway was replaced in 1987 by the DMF Fishway Crew under a cooperative project with the Town of Harwich for approximately \$4,000. The present fishway is a 100-ft weir-pool, with a concrete section that is 4-ft wide with a single weir that connects to a wood section extending into Long Pond. Sand intrusion from the pond has long been a problem for water depth in the fishway and downstream channel (Metcalf and Eddy 1974). In 2018, DMF fabricated and installed a custom aluminum fishway exit chute to reduce sand entrainment from the pond.

SPAWNING HABITAT

The tidal Herring River reaches the outlet of the West Reservoir where the fishway allows access to the 70-acre reservoir. On the north side of the reservoir the backwater of the dam dissipates, and the river continues under the former railway, Great Western Road, and Route 6 to the 171-acre Hinckleys Pond. River herring can pass from Hinckleys Pond to the 168-acre Seymour Pond via Cahoon Canal and to the 717-acre Long Pond via Princess Brook. The three primary spawning ponds provide 1056 acres of habitat (Figure 2). Collectively, the Herring River watershed provides 1,135 acres of spawning and nursery habitat - one of only 4 herring runs in Massachusetts with access to over 1,000 acres.

Figure 2. Primary river herring spawning and nursery habitat in the Herring River watershed.



Several locations in the Herring River watershed were developed for leased herring harvest in the 19th century; however, there is no present access to these former spawning habitats. The best documented location is Coy Brook on the eastern side of Herring River which was managed by the Coy's Brook Fishing Company starting in 1842. The brook channel was dug out to allow herring to reach Cornelius Pond (16 acres) and Walker Pond (29 acres) with later efforts to bring herring to Andrews Pond (6 acres) and Flax Pond (15 acres) (Tunison 1997). By the time of Belding's survey (1921) the run was described as "former" with access either not maintained or prevented by cranberry bog operations. Water flow manipulations for cranberry bog operations at the East Reservoir (30 acres) and to Robbins Pond (28 acres) on the western side of the Herring River may have allowed herring passage into those water bodies with managed harvest during the latter half of the 19th century. A drainage culvert presently links the East and West Reservoirs (Tunison 1997), although fish passage is obstructed.

The ponds in the Herring River watershed have had algae blooms that are indications of excessive nutrient loading. Long Pond and Hinckleys Pond have had alum treatments to bind phosphorus that contributes to the algae blooms. The Long Pond treatment occurred over 15 years ago with ongoing improvement of water clarity. The Hinckleys Pond alum treatment was conducted in 2020.

TOWN MANAGEMENT

There is a long history of active management of the Herring River run by the Town of Harwich extending back to the 18th century. Belding (1921) reported that a Town managed fishery with a Herring Committee and harvest regulations was established in 1787. As one of the largest herring runs in Massachusetts, cooperative support to maintain the Herring River run was provided by the Massachusetts Department of Fish and Game in the late 19th and early 20th centuries (Belding 1921). Following the designation of river herring as a public resource under state management in the 1930s with allowance for local control (M.G.L. Chapter 130 §94), a Herring River harvest and management plan was developed cooperatively by the Town of Harwich and DMF and approved by the DMF Director

The Town of Harwich managed a herring harvest at the Johnson's Flume fishway off Depot Street in the Belles Neck Bogs Conservation Area for many years with no permit requirement. More recently, leading up to the statewide moratorium in 2006, the run was managed with a daily catch limit and 3-4 no fishing days per week. Harvest permits were first required in 2002. In 2003, permit holders were allowed 6 herring per day for March-May and 12 herring per day after June 1st. Additionally, permit holders could harvest a 5 gallon bucket of herring per family once per week on Tuesday, Thursday or Sunday during March-May. In 2004, harvest was reduced to 12 herring per day per permit on Wednesday, Friday, Saturday, or Sunday from March 1st to June 15th. The permit cost for 2004 was \$25 with a limit of 1,000 permits.

Much concern was generated in the 2000s from declining spawning run adults following an extended period of low pond levels and river flow during 2000-2003. The low precipitation during these years approached drought conditions that peaked in 2002 with very low pond levels during all of 2002. The Town responded proactively with discussions of a river herring harvest ban by the Board of Selectmen in 2003- 2004. This action resulted in a Town decision to cease harvest in 2005, one year prior to DMF' statewide harvest ban approved in 2005 and enacted for the 2006 season.

POPULATION AND HARVEST ESTIMATES

Historical information on the Herring River herring run is limited to the Belding (1921) survey and fragments from agency summaries. One account reported 1,200 barrels (estimated 1,158,000 fish at 965 fish/barrel) harvested from Harwich in 1764 (Paine 1937, p. 347). Belding (1921) reported that the herring run in the Herring River generated among the highest annual revenue for Towns in Massachusetts during 1870-1900. In 1912, 1,500 barrels of herring (estimated 1,447,500 fish) were harvested at West Reservoir catching station with Belding (1921) estimating maximum production at 3,000 barrels (estimated 2,895,000 fish), and that an "exceptionally good year" could equate to a total spawning run size of roughly 3.5 million fish. The DMF annual reports from the 1960s provide insight on the size of the Herring River run. From 1963 to 1968 the annual harvest alone was estimated to be approximately 400,000 to 1,000,000 fish (MA DMF, unpublished annual reports).

Interest in the Herring River spawning run prompted a Harwich High School teacher to lead a volunteer visual spawning run count in the 1990s; predating the present DMF river herring counting methods guided by Nelson (2006). These data were not available for the SFMP and may not be comparable to present counting methods. A volunteer visual herring count was established at Hinckleys Pond in 2009 by the Harwich Conservation Trust. Ten-minute counts of adult herring moving through the fishway into Hinckleys Pond are made throughout the day. These counts are applied to a DMF model to extrapolate a population estimate for the spawning run (Nelson 2006). The Hinckleys Pond count averaged 75 thousand fish for 11 years from 2009-2019. The COVID pandemic caused the count to cease for 2020 and 2021. DMF installed a Smith-Root electronic fish counter at the West Reservoir in 2016 which has produced a near-census of the spawning run annually since then, with an average annual count of 620,000 for 2016-2022.

The electronic count series at the West Reservoir provides only 7 years of spawning run count data as of 2022. The volunteer visual count series at Hinckleys Pond has 11 years of data. Decisions on a sustainability metric for this run were supported by a review and comparison of the two counting methods. The present volunteer count targeted at least nine 10-minute counts between 07:00 and 19:00 for the entire spawning run. The electronic fish counter recorded much higher numbers of fish during 2016-2019 than at Hinckleys Pond. The higher number is certainly influenced by the inclusion of night movements and fish that spawn in the West Reservoir and do not advance further upstream to Hinckleys Pond. Table-1 shows the counts for both locations and the ratio of the two sites when both counts occurred. The ratio allows the two options of using adjusted count data from 2009-2022, or solely the electronic count data for 2016-2022.

SUSTAINABLE HARVEST PLAN

ASMFC. The Atlantic States Marine Fisheries Commission (ASMFC) Amendment 2 to the Interstate Fishery Management Plan for Shad and River Herring gives states guidance for developing Sustainable Fishery Management Plans (SFMP) for river herring (ASMFC 2009). These plans are to be developed and approved by State jurisdictions then reviewed by the ASMFC Technical Committee (TC) and if suitable forwarded to the ASMFC Shad and River Herring Management Board (Board) for approval. The premise is that SFMPs should allow harvest while not diminishing the potential future reproduction and recruitment of herring stocks. The SFMPs are based on Sustainability Targets that relate management responses to population action and warning levels. SFMPs can be river-specific, regional or state-wide.

***ASMFC Sustainability Targets.** The recommended sustainability targets in Amendment 2 included: spawning stock biomass, fish passage counts, mortality rates, repeat spawning ratio, and juvenile abundance indices. From these measures, thresholds or targets shall be set to prompt action level (mgt. action such as fishery closure or regulation change) or warning level responses (documentation and management planning).*

The first ASMFC review of SFMPs occurred during 2011-2012 when state plans from ME, NH, NY, NC and SC were approved. The sustainability targets from these SFMPs were mainly based on exploitation rates and escapement targets related to fishery dependent harvest or independent herring spawning run counts. Additionally, a recruitment failure definition and a juvenile index were applied in one case each as sustainability targets. Several states indicated their intention to investigate the future use of population metrics (mortality, length, CPUE, and repeat spawning ratio) as sustainability targets or warning limits.

ASMFC Update. During the 2017-2018 review of new SFMPs and renewals from 2011-2012, the TC identified several inconsistencies between state SFMPs and the requirements of Amendments 2 and 3. As a result, the Board tasked the TC with developing proposed improvements to Amendments 2 and 3 with regard to the five items below. The Board reviewed the TC recommendations in February 2021, and subsequently directed the TC to develop a technical guidance document to ensure that implementation of the Amendment 2 and 3 requirements related to the issues outlined below are consistent with the TC recommendations. The guidelines were presented to the Board in April 2021 (ASMFC 2021). The Herring River SFMP was prepared with consideration for the pertinent guideline updates with provisions adopted where applicable for items #2, 3 and 5:

- 1.) Management and monitoring of rivers with low abundance and harvest of shad and river herring.
- 2.) Standardization of SFMP requirements: content, metrics, and management responses to triggers.
- 3.) Improved integration of stock assessment information into SFMPs.
- 4.) Clarification of de minimis requirements as they pertain to SFMPs.
- 5.) Review SFMP renewal schedule and the number of years of data required for a suitable SFMP.

Standardization of SFMPs. The 2021 TC guidelines recommend that standardized management responses are provided in SFMPs. For example, if a stock falls below the sustainability target or threshold identified in the SFMP, the state must notify the Board in the next annual compliance report and pursue implementation of the specified management response for the following calendar year. This approach is adopted in the Herring River SFMP and described below under “Management Actions”.

Stock Assessment Information. The TC supported the inclusion of stock assessment information such as size, age, and mortality data in SFMPs; however, did not recommend new requirements at this time. Each jurisdiction should develop sustainability metrics for their SFMPs and review all available population data with each 5-year plan renewal to see if stock assessment updates or other data can be utilized as metrics in SFMPs. The Herring River SFMP discusses the available biological data collected for this population below under “Potential Future Metrics”.

Time Series Duration. The guidelines standardized the acceptable time-series duration for data supporting a sustainability metric to be 10 consecutive years for river herring, with allowance of a shorter duration of 7-9 years if the TC accepts additional information related to the proposed exploitation rate, stock size, or other relevant factors. The Herring River SFMP proposes to begin harvest in 2023 based on spawning run count data from 2009 to 2022; using the electronic count data for the most recent seven years and the volunteer count data for the first seven years.

Town of Harwich Objectives. The Town of Harwich, Department of Natural Resources (DNR) sent a request to DMF in December 2020 to begin an evaluation of opening harvest for river herring in the Herring River. The Herring River herring harvest was closed by the Town of Harwich in 2005, one year before the coast-wide harvest moratorium in Massachusetts. The Town cites steady improvements in spawning run counts since the closure with high relative counts in recent years as justification to open the traditional recreational harvest.

State Role. The DMF supports this request and has proceeded to evaluate the existing biological and count data from the Herring River. From this review, the following framework is presented for a Herring River Sustainable Fishery Management Plan for river herring. The proposed SFMP would commence in 2023. The harvest ban would at that time have been in place for 18 years (2006–2023) and the count time series duration will be 14 years in total; with seven years for the electronic count at the West Reservoir and 11 years for the volunteer visual count at Hinckleys Pond.

Management Unit. The SFMP has a river-specific management unit of the Herring River herring run in the Town of Harwich.

Sustainability Measures. The ongoing spawning run count will serve as the primary measure to monitor the Herring River run status.

Sustainability Target. One fishery-independent sustainability target will be used that limits harvest at 10% of the time series mean (TSM). This value will be recalculated every three years. This target was selected as a conservative harvest level given the short duration of the run count. Table 1 provides the run count statistics that formed the basis of the recommended sustainability target. The target is 10% of the TSM with adjusted count data for 2009-2022. It is recognized that this is a coarse estimate for the years prior to the electronic counter (2009-2015); however, the harvest target is the lower among the two options. This approach will be substituted with a sustainability target derived solely from the electronic counter at the next SFMP update.

Primary Action Threshold. The 25th percentile of the Herring River run count time series distribution will serve as the primary action threshold to trigger a management response to declining run size.

Secondary Threshold. An annual exploitation rate of 10% of the run size will serve as a secondary threshold or warning limit. Annual exploitation rates will be tracked each year with a threshold of 10% assigned as a warning limit. Following a single, annual exceedance of this threshold, DMF will meet with the Harwich Department of Natural Resources to review harvest records and management practices and document the review and cause of the increase in exploitation rate in a joint memorandum.

Management Actions. In any given year, a run count falling below the 25th percentile will result in DMF reporting this to ASMFC in their annual compliance report for Shad and River Herring, and DMF having a pre-season discussion with Harwich Department of Natural Resources on potential concerns. If the run count drops below the 25th percentile for two consecutive years, the sustainability target will be reduced to 5% of the TSM. If the run count drops below the 25th percentile three consecutive years a minimum 3-year closure will be imposed on harvest for the following year. In order to reopen the harvest, a threshold of three consecutive years above the 25th percentile would have to occur.

Biological Samples. River herring at the Herring River have been sampled by DMF since 2013 for length, weight, sex and age. Weekly collections of river herring are taken by dip net in the West Reservoir fishway for as many weeks as possible to cover the duration of both the alewife and blueback herring runs. The target sampling level is 100 river herring per week for the duration of the run to meet suitable levels of power to discern trends for both sexes and species (Nelson et al. 2011). These data allow the calculation of age, length, and weight statistics and estimates of sex ratios, mortality, and survival. Aging is conducted using otoliths and following published DMF protocols (Elzey et al. 2015). In most years, the sample size for alewife is sufficient for size and age analyses. In contrast, the blueback run is smaller in size than the alewife and sufficient samples are not always available for robust analysis.

Biological Sample Summary, 2013-2021. The Herring River biological data for alewife during 2013-2021 has been summarized in Table 2, and Figures 3-5 display the age and mortality statistics for alewife. Blueback samples have not been sufficient in some years for similar summaries. For example, the age samples from blueback were too low in 2013-2015 and 2018 to estimate mortality. More detailed analyses will be made in subsequent SFMPs to evaluate the contribution of blueback herring to the Herring River run and to consider alternative sustainability targets for both species.

Potential Future Metrics. With the SFMP implementation, and increasing time series, efforts will be made to develop additional thresholds based on biological data. The data derived from biological sampling can provide additional information on population status and supporting evidence for management measures. However, as found in Nelson et al. (2011), the length and age metrics for river herring analyzed to date in Massachusetts provide little predictive power when related to population abundance. Mean lengths and mean ages of fish within a run can point to long-term changes in demography, although the current time series appears to be tracking inter-annual fluctuations in year class recruitment to the population and indicates that robust age structure has not been recovered. With these conditions, it is not presently possible to clearly identify thresholds based on the biological data. This limitation is not unexpected nor prevents the development of future metrics: 9 years of size and age data allows the tracking of only two generations of river herring. Biological data will continue to be collected from the Herring River herring run with the goal of considering population thresholds based on the following metrics.

Age Structure. Evidence of age structure truncation is present in Massachusetts river herring populations (Nelson et al. 2011). Additional cohorts to evaluate age structure or mortality rates may become useful for setting warning limits. Changes in age structure will be examined annually using the χ^2 test as described in Davis and Schultz (2009).

Mean Length. Mean length data provide similar evidence of demographic status as age data with reduced diagnostic capability due to interannual growth changes and the influence of cohort dynamics to shape mean data. However, these data are readily prepared and with a growing duration of the time series, may become a useful index of population change.

Escapement Targets. Future SFMPs for the Herring River could alternatively consider to annually open harvest following the meeting of a suitable escapement target of incoming spawners. The escapement target would depend on real-time reporting from the electronic counting station and relate counts to a metric on spawning habitat productivity. For example, the Maine Department of Marine Resources uses a calculation based on spawners per surface acre of spawning and nursery habitat (Havey 1961 and 1973) to set escapement targets. This would guarantee a certain number of spawners entering the spawning habitat and guard against unexpected low returns. One potential drawback in some systems could be focusing the harvest on later arrivals that may have a higher proportion of younger fish or blueback herring.

Repeat Spawners. A target percentage of repeat spawners in the annual spawning run could be used to set a warning limit. However, with aging now based on otoliths, it would require an initiative to collect scales from Herring River fish. Given the cost of scale processing and the time needed to collect a useful time series the development of this metric is not presently recommended.

HARVEST MANAGEMENT

Opening harvest in a single river creates management and enforcement challenges given that Massachusetts has over 100 rivers in 50 coastal towns that contain river herring runs. Ideally, a regional approach would be established to allow several runs to open at the same time. This would reduce concerns over harvest compliance and enforcement while providing a larger opportunity for Commonwealth citizens who are not town residents to purchase harvest permits. This has been a goal of DMF; however, few herring runs presently have the full complement of favorable stock status, a suitable data series, and the necessary infrastructure and dedication in local run management. Since the inception of the ASMFC SFMP process, four Massachusetts Towns (Wareham, Middleborough/Lakeville, Pembroke, Harwich) have formally requested an opening of river herring harvest at their runs. The Nemasket River SFMP for Middleborough/Lakeville was approved in 2016. The Herring River SFMP for Harwich is the second plan to advance for ASMFC review.

Proposed Harvest Management. The numbers of permits, weekly catch limits and harvest days will be managed to avoid exceeding the harvest target of 57,378 (10% of TSM). A ratio of 4:1 for residents to non-residents is recommended for permits; with a maximum permit number of 600. Recommended cost for resident permits is \$25 with consideration for different costs for seniors and non-residents.

A cap of 450 resident and 150 non-resident licenses would be enacted with a weekly catch limit of 20 fish allowed over a five-week season with three open days per week. The potential maximum catch under this scenario would be 60,000 fish. Assuming that half the permit holders catch their maximum allowance and the other half only realize half of their maximum harvest, the harvest would be estimated to be 45,000 fish. This assumption is not based on past harvest records but on the expectation that many permit

holders will remain inactive or minimally active each year and will take well below the potential maximum harvest. The harvest management should account for the different runs of alewife and blueback herring in the Herring River. At the onset of the run in late March only alewife are present, and the first month of the run can be nearly all alewife. Bluebacks arrive in late April and early May and can be a majority of the herring in the run from mid-May to early June. An effort should be made to not overharvest either species and to direct some harvest effort to emigrating, post-spawned fish. With these conditions in mind, it is proposed that the harvest season occurs from April 15th to May 15th, with the discretion of the Harwich DNR to extend the season to the full 5 weeks depending on harvest and run count statistics.

Harvest Monitoring. The potential for harvest to exceed the sustainability target exists under all management options if a high proportion of permit holders takes the full weekly harvest each week. This outcome is hard to predict but can be tracked once harvest is open. The Harwich DNR will diligently monitor harvest performance by permit and week in order to make annual adjustments to relate the harvest target to the number of permits issued.

Harvest will only be allowed at the West Reservoir fishway during three open days per week. Set times for harvest will be posted on the open days and Town Herring Wardens will be present to monitor harvest and issue daily catch cards. The gate to the fishway at the West Reservoir will be closed on all days from March 15th to June 15th from 7 pm to 7 am (with consideration for sundown closures as daylight increases). The Herring Wardens will be authorized to issue citations for harvest violations at the harvest locations and other locations in Harwich. No harvest will be allowed at other herring runs in Harwich.

Harvest will be monitored through the issuance of daily catch cards to each permit holder that harvests herring. The card would indicate the date, permit number, and number of fish and will expire in 30 days. State regulations will be changed by DMF to require that any possession of river herring in Massachusetts be accompanied by the Herring River harvest permit and the daily harvest card. Herring frozen in bags must have the original daily harvest card placed in the bag. The permits and daily catch cards would be professionally printed on waterproof paper.

The usage of harvested river herring trended sharply towards striped bass bait in the decade leading up to the state-wide harvest ban. DMF recognizes that a component of the concern that led to the state-wide ban on river herring harvest was excessive harvest and declining conservation ethics related to the harvest for lobster and striped bass bait. Under this SFMP, recreational bait use will be allowed; however, the SFMP seeks to promote and encourage traditional uses of river herring as food. There will be public outreach associated with the implementation of the SFMP that encourages responsible use of herring for bait and food. The Harwich Department of Natural Resources will also consider accommodating requests for food as able. For example, requests for only females for roe harvest may be allowed when manageable on-site during the three open days per week. In these cases, the Department should record the female only harvests and compensate weekly as needed by providing males for bait use.

Native American Harvest. The Commonwealth of Massachusetts recognizes the aboriginal practice of the Wampanoag tribe to harvest river herring in Massachusetts. In prior years, a Memorandum of Agreement was signed between DMF and the tribe with the agreement that harvest was an aboriginal right for sustenance purposes only and that harvest would be reported by river to DMF. The tribe's harvest is not bound to SFMP measures, and the amount is undocumented. Anecdotally, their recent level of effort and catch is unlikely to produce 1,000 fish. DMF will discuss the possibility of issuing free permits to the Wampanoag tribe and to coordinate with the tribe to encourage responsible harvest, record keeping, and the potential to include tribal harvest in annual sustainability targets under the SFMP.

STATEWIDE REGULATIONS AND ENFORCEMENT

For this harvest opening to be successful and enforceable, the process will need a tightly managed accounting system for daily harvest, well-planned coordination with the State Environmental Police, and participation from Town law enforcement. A coordination meeting will be held with the Massachusetts Environmental Police, DMF, Town Police, and the Harwich Department of Natural Resources each year prior to the season start. DMF will enact changes to the existing state regulations that ban state-wide harvest to allow harvest and possession of Herring River herring in accordance with this SFMP and the Town of Harwich regulations. This process will include a review of existing penalties for non-compliance and updating the penalties as needed.

The SFMP recommends that the Town of Harwich provides information on permit and seasonal harvest records to the Massachusetts Environmental Police to improve the enforcement of harvest regulations. The recommended approach is to have a record of permits, herring warden contact information, with weekly updates on harvest and the spawning run count provided online by the Town of Harwich. The Town of Harwich will endeavor to create this process during the initial SFMP 5-year period; recognizing that experiences of the first open season will be instructive on how to develop and manage this accounting.

Table 1. River herring spawning run count data at Herring River, Harwich. Volunteer visual counts occurred from 2009-2019 at Hinckleys Pond. Electronic counts at the West Reservoir began in 2016, with four years of comparison between the two locations.

Year	Hinckleys Count No.	Reservoir Count No.	Comparison (Ratio)	Adjusted (0.082)	Adjusted (0.173)
2009	19,336			235,805	111,769
2010	41,254			503,098	238,462
2011	10,466			127,634	60,497
2012	101,624			1,239,317	587,422
2013	91,167			1,111,793	526,977
2014	247,894			3,023,098	1,432,913
2015	127,860			1,559,268	739,075
2016	60,349	348,000	0.173		348,000
2017	11,980	284,936	0.042		284,936
2018	47,698	864,748	0.055		864,748
2019	69,680	1,223,263	0.057		1,223,263
2020		887,724			887,724
2021		436,090			436,090
2022		291,000			291,000
Mean		619,394	0.082		573,777
Median		650,419			481,533
25th %		319,500			286,452
10% of mean		61,939			57,378

Note: The average ratio of the two counting stations for 2016-2019 is 0.082. However, there is low confidence that the run in 2014 had over 3 million fish. DMF staff observations and local accounts suggest that 2014 and 2019 were the largest herring runs in the Herring River in over a 20-year period; and were similar in size. Therefore, a conservative approach is taken by using the highest ratio (2016) and applying this to adjust Hinckleys Pond count data for 2009-2015.

Table 2. Biological statistics for alewife sampled in the Herring River, Harwich during 2013-2021.

Alewife	Total Length (mm)						
	Year	N	Mean	SD	2 SE	Min	Max
Female	2013	96	266	10.89	2.22	241	290
	2014	165	272	13.49	2.10	235	310
	2015	226	273	10.80	1.44	245	304
	2016	233	280	11.08	1.45	244	308
	2017	257	277	15.71	1.96	235	321
	2018	160	267	12.82	2.03	240	303
	2019	267	278	9.59	1.17	249	324
	2020	214	283	10.66	1.46	246	312
	2021	326	272	14.68	1.63	240	308
Male	2013	100	256	9.94	1.99	232	280
	2014	265	260	12.55	1.54	233	300
	2015	270	264	9.68	1.18	241	292
	2016	190	270	11.17	1.62	237	310
	2017	284	260	14.65	1.74	215	299
	2018	328	255	11.11	1.23	224	293
	2019	255	268	10.02	1.25	230	290
	2020	215	270	11.54	1.57	228	298
	2021	386	259	13.00	1.32	226	304

Alewife	Age						
	Year	N	Mean	SD	2 SE	Min	Max
Female	2013	96	3.4	0.64	0.13	3	6
	2014	163	3.7	0.60	0.09	3	6
	2015	220	4.0	0.38	0.05	3	5
	2016	232	4.7	0.83	0.11	3	8
	2017	249	4.4	1.29	0.16	3	8
	2018	157	3.5	0.84	0.13	3	7
	2019	262	3.9	0.54	0.07	3	7
	2020	212	4.6	0.84	0.12	3	8
	2021	324	3.9	1.08	0.12	3	7
Male	2013	100	3.2	0.52	0.10	2	5
	2014	175	3.5	0.63	0.10	3	6
	2015	268	4.0	0.39	0.05	3	5
	2016	187	4.4	0.83	0.12	3	6
	2017	268	3.7	1.12	0.14	2	7
	2018	326	3.2	0.60	0.07	3	7
	2019	244	3.8	0.43	0.05	2	5
	2020	213	4.3	0.89	0.12	2	6
	2021	380	3.5	0.91	0.09	2	6

Note: N = sample size; SD = standard deviation; SE = standard error

Figure 3. Average age of alewife sampled at the Herring River, Harwich, during 2013-2021.

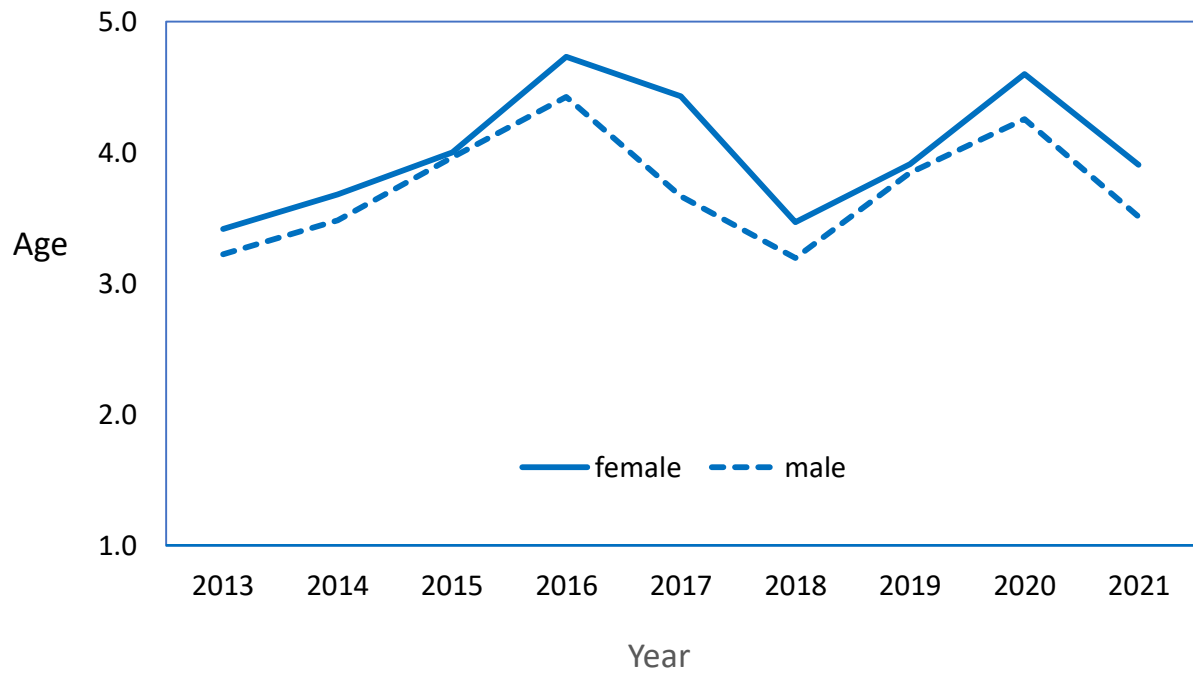


Figure 4. Annual age composition of alewife sampled (count = number of adult herring in annual biological sample) at the Herring River, Harwich, during 2013-2021.

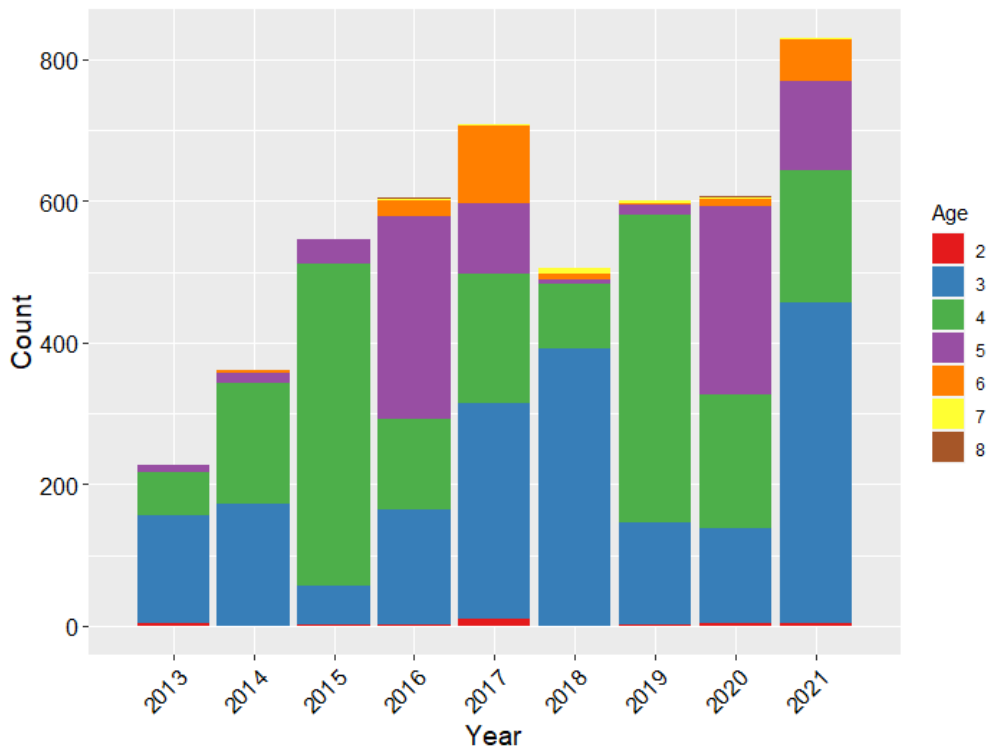
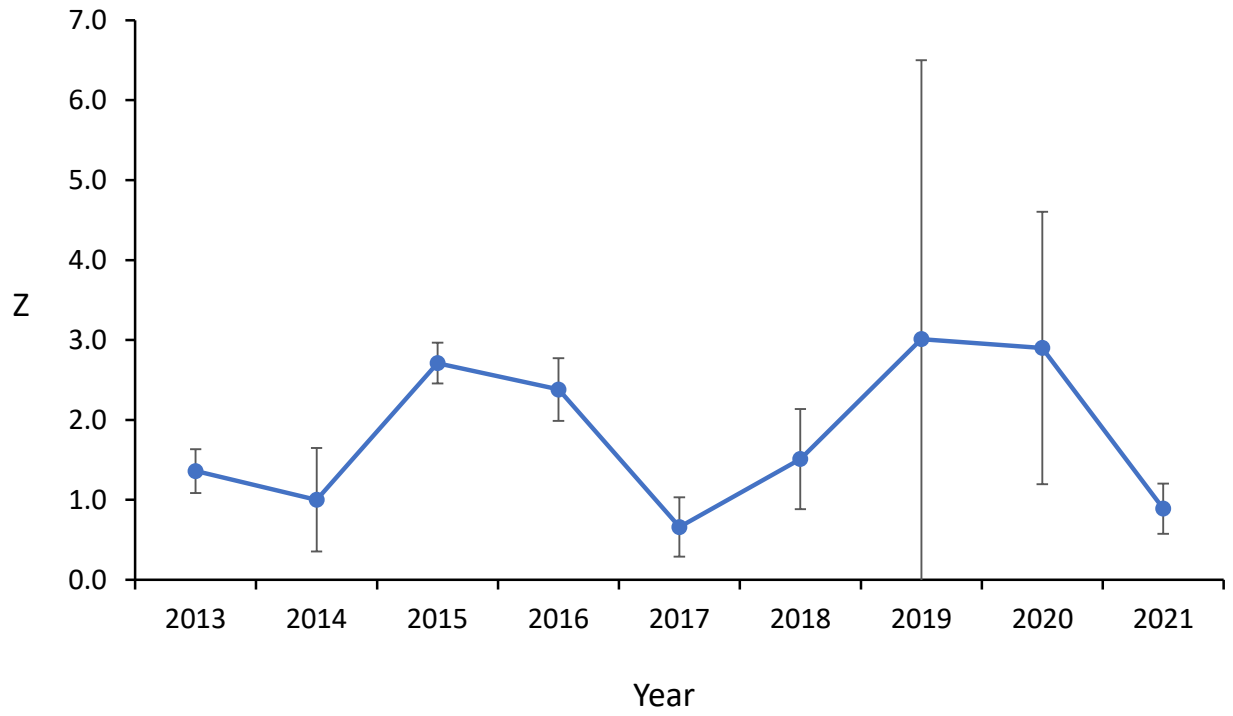


Figure 5. Average instantaneous mortality rate (combined sexes, $Z \pm 2$ SE) of alewife sampled at the Herring River, Harwich, during 2013-2021.



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To Harwich Select Board
From By-law/Charter Review Committee
RE Review of Charter and Bylaws to date
Date January 9, 2024

As directed by the Town Meeting, the Committee has undertaken a review of the current charter and bylaws of the Town. Since there has been no action taken by town administration regarding use of outside consultants, we have, in the spirit of an open and cooperative process, spoken to various committees and members of town administration, and have reviewed other town charters, and sought other professional advice.

Housekeeping overall changes needed to both the Charter and town bylaws.

1. Per article 40 as passed at May 2022 annual town meeting, the name Board of Selectmen was changed to “Select Board” and “Select Board member” and should be changed in all places in both documents. (currently underway according to town administrator Powers).
2. In the spirit of inclusion, change all references for chairman or vice chairman to chair or vice chair, in all places in all documents. May take an article to effect this change.
3. In all relevant places in the documents, change the order of applicable governances to this charter, by-laws, and general laws. Inconsistent in the documents.

Topics for future discussion and consideration

1. Consideration of term limits, for elected and /or appointed positions on town boards, committees and commissions.
2. Should Finance Committee vote recommendations for town meeting articles on only financial articles, or continue to vote recommendations on all articles.
3. Change from open meeting to representative town meeting (note: Charter Commission purview)
4. Consider changing the election of Select Board members from all at-large to a precinct concept with one at large member and four from specific precinct. (note: Charter Commission purview)
5. Chapter 5 of the Charter on Town Administrative Organization- overall, this chapter lays out the authority of the town administrator to set the organizational structure, subject to approval of select board. This section needs updating since it does not appear to reflect the current situation.
6. Position of Town Clerk: elected or appointed
7. Remaining charter sections and associated by-laws

Current proposals for Charter

Charter of Town of Harwich

Chapter 1 Town Incorporation, Form of Government and Powers

Add Section 1-3-2 under Scope and Construction of Town Powers

1-3-2. The Harwich Home Rule Charter is essentially the town constitution that establishes the government structure and outlines its authority and its limitations. Under Home Rule, the town is empowered by state law to do anything not specifically denied by the state constitution, the General Assembly, or the charter itself. In the absence of specific language in the charter regarding a matter of local governance, the by-laws of the town prevail. In the absence of specific language in the charter or by-laws of the town, relevant Massachusetts general law prevails.

Reason-to clarify the order that the town must follow in determining legislative authority.

Chapter 2 Town Meeting

2-2-2 (changes underlined)

The warrants for all town meetings shall be published in a newspaper of general circulation with the town at least 14 days before the meeting and shall be posted in a public place in every precinct in the town at least 14 days before the meeting. In addition, the warrants shall be mailed to every household having at least one registered voter and posted on the town's website.

Reason: not everyone gets the Chronicle or the Cape Cod Times. Increases transparency to and knowledge of the registered voters.

Under 2-3 Procedures

New language

2-3-1 The annual election of town officers shall be called under clause 8-1-1 of chapter 8. The annual town meeting shall meet regularly in the first week of May to consider and adopt annual operating and capital budgets, and to act on financial and other matters. The meeting shall be continued on other days, until all articles in the warrant have been acted upon.

2-3-2 The fall town meeting shall also meet regularly in the first week in October to consider and act upon matters of planning, zoning, and all other matters of a by-law or charter nature, as well as to consider and act upon such other business, including matters involving an appropriation of town funds, as may properly come before the meeting. The meeting shall continue on other days, until all articles in the warrant shall have been acted upon.

2-3-3 Unless the article has been submitted by petition in accordance with Section 2-4-1, no article calling for the appropriation of funds shall be included in any fall town meeting warrant unless the proposed expenditure has been recommended by the select board and the finance committee, acting separately at separate meetings.

Current section 2-3-2 shall be renumbered as 2-3-4

Current section 2-3-3 shall be renumbered as 2-3-5

2-3-6 (change from 2-3-4) In all procedural matters, the town meeting shall be governed by **this charter, by-law, and general law.**

Reasons-allow for flexibility in scheduling, including Saturday. Also, a general issue has been the length of town meetings, in recent years going over three long nights. Splitting the primarily financial and primarily by-law topics into two meetings should result in shorter meetings and will encourage more participation by the registered voters.

Section 2-8-1 (changes underlined)

All proposed operating expenditures shall be included in a single article in the town meeting warrant, except any additions to part-time or full-time staff must be included in a separate article in the warrant.

Chapter 3 Board of Selectmen (change voted to Select Board)

Proposed New section

3-2-4 The Select Board shall participate in the budget process, directly reviewing budget requests and having input at all levels of the process. Throughout the fiscal year, the Select Board, with the Finance Committee, shall monitor the financial performance of the town.

Current

3-5-3 The board of selectmen shall have the authority to designate from time to time one or more of its members to sign warrants for the payment of town funds in the absence of the town administrator as referenced in clause 4-6-1. This designation shall be by a majority of the board at a duly called and held public meeting. The vote shall take effect as soon as a written copy of it signed by a majority of the board is filed in the offices of the town clerk, town accountant and town treasurer.

Proposed new language

3-5-3 The select board chair shall have the authority to designate from time to time one or more of its members to sign warrants for the payment of town funds in the absence of the town administrator as referenced in clause 4-6-1. The town treasurer shall be notified by the chair of this designation.

Chapter 4 The Town Administrator

Proposed changes

Current 4-3-1

The town administrator shall be the chief administrative officer of the town and shall be responsible for administering and coordinating all employees, activities and departments placed by general law, this charter, or by-law under the control of the board of selectmen and of the town administrator.

Proposed (changed underlined and strike thru)

The town administrator shall be the chief administrative officer of the town and shall be responsible for administering and coordinating all employees, activities and departments placed by this charter, by-law or general law ~~general law, this charter, or by-law~~ under the control of the ~~board of selectmen~~ select board and of the town administrator. The town administrator shall comply with all provisions of this charter, by-laws, and general laws.

4-3-2(e)

Current

Keep the board of selectmen informed regarding all departmental operations, fiscal affairs, general problems, and administrative actions, and to this end submit regular reports to the board.

Proposed (changed underlined and strike thru)

Keep the select board ~~board of selectmen~~ informed regarding all departmental operations, fiscal affairs, general issues ~~problems~~, and administrative actions, and to this end provide detailed quarterly financial reports, including but not limited to, receipts and disbursements, ~~submit regular reports~~ submit regular reports to the board.

4-3-2 (i)

Change (in second line) water department to water/wastewater department.

4-4-3

Current

The town administrator shall appoint the harbormaster and any assistant harbormasters.

Proposed Eliminate 4-4-3. Town administrator has authority to do this under 4-4-1 and 4-4-2.

4-5-2

Current

The creation of any new full-time compensated position which requires the approval of the board of selectmen shall not become effective until the position has been funded by a vote of town meeting.

Proposed (new language underlined, strike throughs)

The creation of any new or additional ~~full-time~~ compensated position which requires the approval of the select board ~~board of selectmen~~ shall not become effective until the position has been funded by a vote of town meeting as specified in chapter 2 Section 8-1 of this charter.

Proposals for Bylaws of the Town of Harwich

Part 1 Chapter 7 Administration

Section 7-2 Report of financial condition; warrant. (current wording)

The Selectmen shall report to the Annual Town Meeting the financial condition of the Town at the close of the fiscal year preceding such meeting. Said report shall state what expenditures have been made and what balance of appropriations, if any, remains unexpended and shall contain the warrant for the next Annual Town Meeting

Proposed new wording:

The Select Board shall report to the Annual Town Meeting on the financial condition of the Town at the close of the fiscal year preceding such meeting. Said report shall state the revenues received and expenditures made and shall include the warrant for the Annual Town Meeting The following items shall be included in the appendix of the report:

- The proposed budget for the next fiscal year, including anticipated receipts
- The Capital Plan
- Statements of Activity including balances of all Revolving Accounts at close of previous fiscal year and at the close of the previous calendar year.
- The Sources and Uses of funds

Part 1 Chapter 271 Town Meeting

Current Section 271-3

During the legislative session of the Town Meeting, the floor shall be occupied solely by registered voters, and it shall be the duty of the Moderator to clear the floor of all nonvoters. Nonvoters shall not address the Meeting without majority consent thereof; provided, however, that the Moderator may allow a nonresident department head to speak on any article the subject matter of which might affect that department or in response to questions from the floor.

Proposed (new language underlined)

During the legislative session of the Town Meeting, the floor shall be occupied solely by registered voters, and it shall be the duty of the Moderator to clear the floor of all nonvoters. Nonvoters shall be allowed to ~~not~~ address the Meeting at the discretion of the Moderator ~~without majority consent thereof~~; provided, however, that the Moderator shall allow a nonresident department head to speak on any article the subject matter of which might affect that department or in response to questions from the floor.

Current Section 271-16

Votes of the Board of Selectmen and Finance Committee establishing recommendations regarding Town Meeting articles shall be made available upon the request of any registered voter at a Regular or Special town Meeting.

Proposed (changed underlined, strike thru)

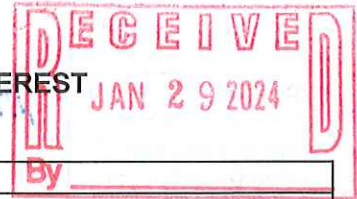
Votes of the Select Board ~~Board of Selectmen~~ and Finance Committee establishing recommendations regarding Town Meeting articles shall be printed in the warrant with each individual's recorded vote. ~~made available upon the request of any registered voter at a Regular or Special town Meeting.~~

Article 55 of the May 2019 annual town meeting was passed and all the votes by these two committees shall be printed in the warrant with each individual's recorded vote. Article for May 2024 town meeting required to correct 271-16.

Submitted by By-law/Charter Review Committee

Linda Cebula, Noreen Donahue, Anita Doucette, Sandra Hall, and Deborah Sementa

DISCLOSURE OF APPEARANCE OF CONFLICT OF INTEREST
AS REQUIRED BY G. L. c. 268A, § 23(b)(3)



PUBLIC EMPLOYEE INFORMATION	
Name of public employee:	Ann C Tucker, Planning Board Member
Title or Position:	Board Member
Agency/Department:	Planning Board
Agency address:	732 Main St Harwich MA
Office Phone:	[REDACTED]
Office E-mail:	
	<p>In my capacity as a state, county or municipal employee, I am expected to take certain actions in the performance of my official duties. Under the circumstances, a reasonable person could conclude that a person or organization could unduly enjoy my favor or improperly influence me when I perform my official duties, or that I am likely to act or fail to act as a result of kinship, rank, position or undue influence of a party or person.</p> <p>I am filing this disclosure to disclose the facts about this relationship or affiliation and to dispel the appearance of a conflict of interest.</p>
APPEARANCE OF FAVORITISM OR INFLUENCE	
Describe the issue that is coming before you for action or decision.	I am a volunteer at The Family Pantry of Cape Cod and The organization is coming in front of The planning board with an application.
What responsibility do you have for taking action or making a decision?	one of 6 votes on The planning board.
Explain your relationship or affiliation to the person or organization.	Volunteer
How do your official actions or decision matter to the person or organization?	one of 600 volunteers. No voting or board position.

<p>Optional: Additional facts – e.g., why there is a low risk of undue favoritism or improper influence.</p>	<p><i>Minimal influence at The Food Pantry</i></p>
<p>If you cannot confirm this statement, you should recuse yourself.</p>	<p>WRITE AN X TO CONFIRM THE STATEMENT BELOW.</p> <p><input checked="" type="checkbox"/> Taking into account the facts that I have disclosed above, I feel that I can perform my official duties objectively and fairly.</p>
<p>Employee signature:</p>	<p><i>Ann C. Tocher</i></p>
<p>Date:</p>	<p><i>1/29/24</i></p>

Attach additional pages if necessary.

Not elected to your public position – file with your appointing authority.

Elected state or county employees – file with the State Ethics Commission.

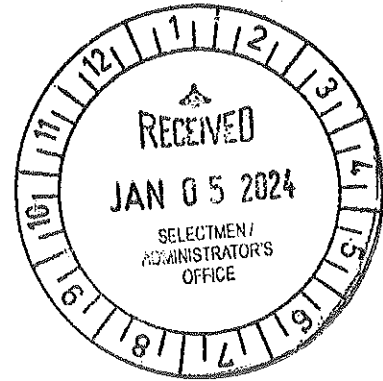
Members of the General Court – file with the House or Senate clerk or the State Ethics Commission.

Elected municipal employee – file with the City Clerk or Town Clerk.

Elected regional school committee member – file with the clerk or secretary of the committee.

Form revised July, 2012

Julie E. Kavanagh, Chair
Harwich Select Board
Harwich Town Hall
732 Main Main Street
Harwich Center, MA 0264



RE:Harwich Liaison To The Barnstable County Human Rights Advisory Commission

The Barnstable Human Rights Advisory Commission (BCHRAC) consists of 9 voting members; 2 alternate members; liaisons for the Barnstable County Commissioners, the Barnstable County Assembly of Delegates and the Cape Police Chiefs Association; a Coordinator; an Administrative Assistant; and liaisons for each of the 15 towns on the Cape and for the Wampanoag tribe.

The mission of the BCHRAC is to promote equal opportunity for all persons of Barnstable County regardless of race, color, religious creed, national origin, gender, age, ancestry, sexual or affectional preference, marital, family, or military status, source of income, neighborhood or disability WHERE unlawful discrimination exists in housing, employment, education, public accommodations, town or county services, insurance, banking, credit and health care.

The liaison would function as an informational conduit between the BCHRAC and the Harwich community; assist in forming community-based relationships with local organizations, elected and appointed officials and others; advise the BCHRAC about issues particular to Harwich; make presentations to town organizations, boards and committees; and educate the residents of Harwich about the BCHRAC and the resources it provides to residents who believe that they are, or may have been, a victim of unlawful discrimination.

All town liaisons are encouraged to attend meetings of the BCHRAC. These meetings generally occur about 10 times a year, last 90 minutes and are done virtually. The liaisons are also encouraged to join and attend meetings of a subcommittee of their choice, e.g. Intake Committee, Education and Outreach Committee and Events Committee to name a few. Such committees meet 4 or 5 times a year. The meetings are 90 minutes long and are also done virtually.

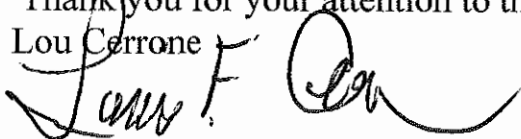
The BCHRAC is looking for a resident to serve as the Harwich liaison to the Advisory Commission. Additional information is available on the Barnstable County website.

I am hoping that you might find a town resident who is interested in becoming your liaison. Harwich is one of 4 Cape towns that do not have a liaison to the BCHRAC. We are working to make this a truly Cape-wide organization.

I am available to you if you have questions, comments or concerns, or to assist you in any way.

Thank you for your attention to this matter.

Lou Cerrone

A handwritten signature in black ink, appearing to read "Lou Cerrone". The signature is written in a cursive style with a large, prominent "L" and "C".

Sandwich liaison to the BCHRAC,
cernug@capecod.net or at 774_238-9904.

BARNSTABLE COUNTY
In the Year Two Thousand Twenty-Two
Ordinance 22-01

This Ordinance shall replace Ordinance 19-10 in its entirety.

The Cape Cod regional government, known as Barnstable County hereby ordains;

Section 1. Policy of Barnstable County

It is the Policy of Barnstable County to promote equal opportunity for all persons of Barnstable County regardless of race, color, religious creed, national origin, gender, age, ancestry, sexual or affectional preference, marital, family or military status, source of income, neighborhood or disability, where unlawful discrimination exists in housing, employment, education, public accommodations, town or county services, insurance, banking, credit and health care. Barnstable County will not tolerate retaliation or reprisal against persons exercising or supporting the exercise of equal opportunity rights.

Section 2. Human Rights Advisory Commission

- A. There is hereby affirmed a County office known as the Human Rights Advisory Commission of Barnstable County (hereafter "HRAC").
- B. The HRAC shall consist of nine (9) Members and two (2) Alternate Members appointed by the Barnstable County Board of Regional Commissioners
 1. Advisory Commission Members shall be residents of Barnstable County and, so far as practicable, shall be selected so as to provide countywide, culturally, racially and economically diverse representation
 2. Appointments of Advisory Commission Members shall be made by the Board of Regional Commissioners, after nominations by the Barnstable County Health and Human Services Advisory Council.
 - a. Terms of Advisory Commission Members and Alternates will be three (3) years.
 - b. No appointee shall serve more than six (6) consecutive years
 3. Each Advisory Commission Member shall have one (1) vote.
 4. A meeting quorum shall be five Members or Alternates
 5. Alternate Members will have no vote except when participating in place of a regular Advisory Commission Member.

- a. Alternate Members may serve on various Committees.
 - b. Alternate Members may not serve as Chair of the Advisory Commission nor of any Committee.
- C. The Selectmen or Town Council of any town and the Mashpee Wampanoag Tribal Council, may appoint one representative to attend and speak at HRAC or Committee meetings, as a non-voting liaison.
1. Such town or tribe representatives will not count toward a meeting quorum of the HRAC as a whole or of any of its Committees.

Section 3. HRC Policies and Procedures

- A. All HRAC meetings shall comply with the requirements of the Massachusetts Open Meeting Law.
- B. HRAC appointees shall meet as soon as practical following their initial confirmation to select a Chair and Vice Chair. Elections shall be held in January each year thereafter.
- C. The HRAC shall meet no less than four times per year.
- D. The HRAC
 1. Shall serve in an advisory capacity to the Human Rights Coordinator.
 2. Shall assist the Human Rights Coordinator to engage with Advisory Commission Member communities.
 3. Shall assist the Human Rights Coordinator with internal programmatic strategic planning and goal setting, as well as writing and submitting external periodic reports to the Board of Regional Commissioners and the Assembly of Delegates.
 4. Shall assist municipalities, public agencies and public schools by promoting equality and human rights by way of publication, education and by the development and coordination of forums and other events.
 5. Shall create and maintain a database of federal and state regulatory and enforcement agencies including but not limited to publicly certified interveners, responders, counselors and certified public mediators.

Section 4. Human Rights Coordinator

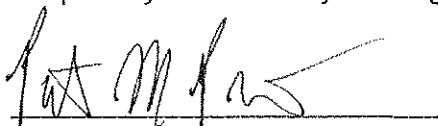
The County, through its County Administrator, shall appoint a Human Rights Coordinator who shall be an employee of the county directly responsible to the County Administrator and subject to all Barnstable County Personnel Policies and Procedures. All normal and customary County support shall be available to the Human Rights Coordinator as directed by the County Administrator to fulfill the duties assigned by this Ordinance to the Human Rights Coordinator and the HRAC subject to annual appropriations.

- A. The Human Rights Coordinator shall be the county's representative on human rights and shall promote as directed by the Barnstable County Board of Regional Commissioners and the Assembly of Delegates, a consistent unified message within the scope of this Ordinance consistent with Barnstable County Policy and Procedures, as well as relevant applicable state and federal legislation. In order to facilitate and accomplish the goals and responsibilities of the Human Rights Coordinator and HRC, the Human Rights Coordinator shall have access to all of the county departments at the direction of the County Administrator and whenever it is deemed to be a benefit to the process of presenting a consistent human rights county message through the Barnstable County Communications Coordinator.
- B. The Human Rights Coordinator shall engage countywide with the various stakeholders to gather and to disseminate information pertaining to human rights concerns and to serve the towns of Barnstable County when called upon to address particular issues encompassed by this Ordinance. The Human Rights Coordinator shall assist the towns and meet with the regions' various diverse communities, gather and record data, promote equality and equal protection, minimize acts and patterns of discrimination by promoting awareness through education, and when necessary directing those subject to apparent violations to appropriate local, state and federal officials and agencies including, if necessary, the Massachusetts Commission Against Discrimination.

Section 5. Authority Granted

The provisions of this Ordinance shall be construed as limited to the authority granted to the county under the Barnstable County Home Rule Charter and is not intended to conflict with or contravene any General Laws of the Commonwealth of Massachusetts. The HRAC is intended to serve the citizens of Barnstable County in an advisory capacity and is in no way intended to conflict with police and enforcement powers granted to and reserved to other agencies of the Commonwealth of Massachusetts by the General Court.

Adopted by the Assembly of Delegates on February 2, 2022



Patrick Princi, Speaker
Assembly of Delegates

**Barnstable County Human Rights Advisory Commission (HRAC)
Town Liaison**

LIAISON RESPONSIBILITIES

The Barnstable County Human Rights Advisory Commission (HRAC) was re-structured under Ordinance 10-19, and then followed by Ordinance 22-01, with a focus on assuring *equal opportunity for all persons in Barnstable County regardless of race, color, religious creed, national origin, sex, age, ancestry, sexual or affectional preference, marital, family or military status, source of income, neighborhood or disability where unlawful discrimination exists in housing, employment, education, public accommodations, Town and County services, insurance, banking, credit, and health care.*

The HRAC is comprised of nine voting members and two alternates, nominated by the Board of Regional Commissioners, who represent the diversity of population, towns, and skills across Barnstable County.

The HRAC also includes representational liaison seats for all 15 towns and the Wampanoag Tribes in Barnstable County. Liaisons from each community will assist in collectively addressing human rights issues in the County that transcend town boundaries. Liaisons work to ensure that each Barnstable County community has a voice for human rights at the County Level.

Town and Tribal Liaisons to the HRAC must be residents of Barnstable County. Town and Tribal Liaisons are appointed by each town's Select Board, Town Council, or Tribal Council.

Liaisons are encouraged to:

1. Attend HRAC meetings. The HRAC shall meet no less than four times per year. All meetings must comply with Massachusetts Open Meeting Law.
2. Function as an informational conduit between the HRAC and the community served. Invite HRAC members to attend events in your community. Participate in HRAC events. Help to get the word out in your community about human rights events.
3. Serve as a relational conduit between the HRAC and community served. Assist in community-based relationship building with local organizations, elected and appointed officials, etc.
4. Assist in educating the community served about human rights and protected classes. Support the development and coordination of educational forums and events.
5. Assist one HRAC committee and the projects and initiatives undertaken

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Joseph F. Powers, *Town Administrator*


Meggan M. Eldredge, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA 02645



Memo

To: Select Board
Joseph F. Powers, Town Administrator

From: Meggan Eldredge, Assistant Town Administrator 

RE: Agenda Item VII; I REOS/Queen Anne Road parcels

Date: February 2, 2024

This memo corresponds to New Business Agenda Item VII; I; vote to direct the Real Estate and Open Space Committee to evaluate 172, 178 and 246 Queen Anne Road for possible disposition.

Attached are the property cards for the three parcels in question. All three parcels are under the care, custody and control of the Select Board. The parcels are:

- Map 58, Parcel K1-3 (172 Queen Anne Road)
- Map 58, Parcel K1-4 (178 Queen Anne Road)
- Map 58, Parcel K6 (246 Queen Anne Road)

These parcels were voted at two separate Town Meetings authorizing the Select Board to “take by eminent domain for open space or other municipal purposes...” After consulting with Town Counsel, it has been determined that the votes do not authorize the Select Board to convey these properties, and if that is the desire, additional action is required.

Should the Real Estate and Open Space Committee return an opinion to the Select Board that supports the disposition of one or more of the parcels, the Select Board will need to vote (by majority) that the properties are no longer needed for the purpose for which they are currently held.

Following that majority vote, an article would be needed to be put forth at Town Meeting to transfer the properties from the Select Board, for the purpose for which they are currently held, to the purpose of conveyance. This would require a two-thirds vote.

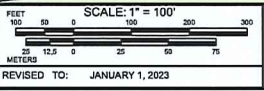


THIS MAP IS FOR ASSESSMENT PURPOSES. IT IS NOT VALID FOR LEGAL DESCRIPTION OR CONVEYANCE.

THE HORIZONTAL DATUM IS THE MASSACHUSETTS STATE PLANE COORDINATE SYSTEM, NAD 83.

REVISED & REPRINTED BY
CAI Technologies
Division Mapping & Geospatial Solutions
 11 Pleasant Street, Littleton, NH 03041
 603.222.4568 • www.cai-tech.com

LEGEND	
AREA SURVEYED	1297
STREET NUMBER	402
PARCEL NUMBER	01-2
COMMON OWNERSHIP	
BUILDING	
WATER	
SALT MARSH	
CRANBERRY BOG	
TIDAL FLATS	
BEACH	
RIGHT OF WAY	
EASEMENT	



PROPERTY MAPS
HARWICH
 MASSACHUSETTS

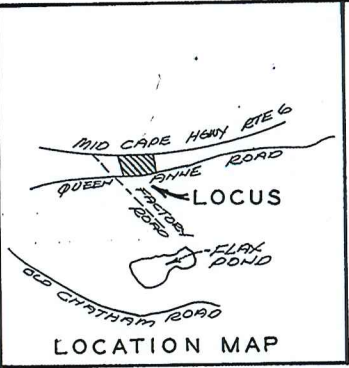
INDEX DIAGRAM

67	68	69
67	68	69
67	68	69

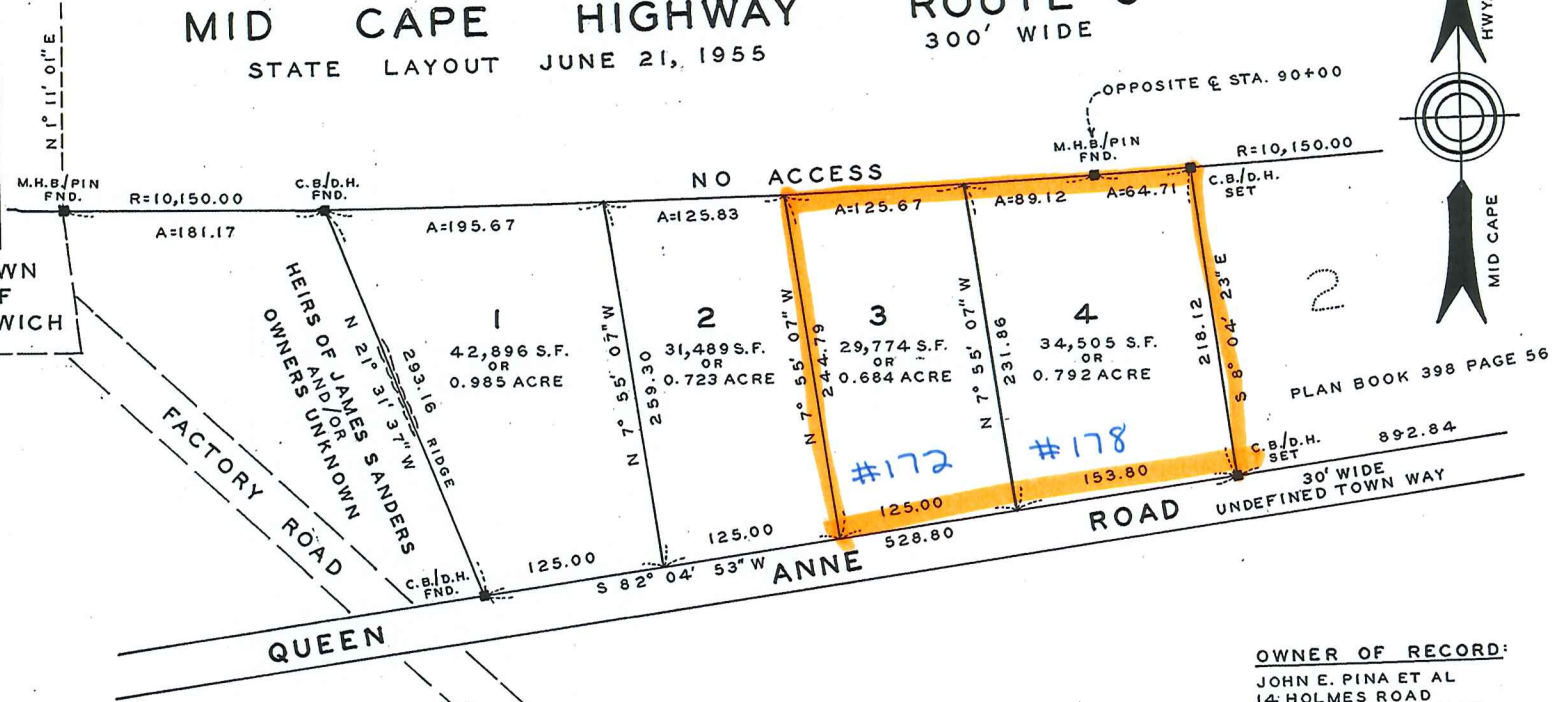
MAP NO.
58

RECEIVED
Oct 7 8 59 AM '85
REGISTRY

MID CAPE HIGHWAY ROUTE 6
STATE LAYOUT JUNE 21, 1955
300' WIDE



TOWN OF HARWICH



PLAN BOOK 398 PAGE 56

APPROVAL UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED. 8/6/85
DATE

Jacqueline Eden Wagner R. Allen
_____ _____
_____ _____

HARWICH PLANNING BOARD

OWNER OF RECORD:
JOHN E. PINA ET AL
14 HOLMES ROAD
EAST HARWICH, MASS.
DEED BOOK 3414 PAGE 206

ZONING DISTRICT: IL
20,000 SQ. FT.
100' FRONTAGE

ASSESSOR'S MAP: 58

PLAN OF LAND IN
HARWICH, MASS.

FOR: JOHN E. PINA ET AL
BEING A SUBDIVISION OF LOT ONE AS SHOWN ON
PLAN RECORDED AT BARNSTABLE REGISTRY OF DEEDS
IN PLAN BOOK 398 PAGE 56

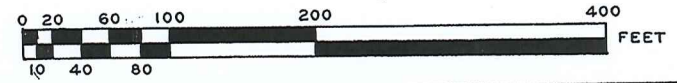
SCALE: 1"=60' JULY 12, 1985

J.M. MONAHAN, JR. & ASSOCIATES
PROFESSIONAL LAND SURVEYORS & ENGINEERS
651 MAIN STREET P.O. BOX 548
DENNISPORT, MASS. 02629



I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

2/16/85 Joseph M. Monahan, Jr.
DATE PROFESSIONAL LAND SURVEYOR



TOWN OF HARWICH

JUN 17 2009

Town of Harwich

ASSESSORS OFFICE

Memo from: Real Estate and Open Space Committee

To: Town Administrator, Town Engineer, Town Surveyor, Town Assessor ✓

Date: June 17, 2009

The Town owns two adjoining parcels of land on Queen Anne Road, Assessor Map 58, parcels K1-3 and K1-4.

Driving by them last week, it seemed obvious to me that a landscaper, M.L. Enterprises, I think, which occupies the property to the west of the Town parcels, is encroaching on the Town parcels. He is storing landscaping supplies and equipment there.

In order to prevent some future adverse possession claim, I think the Town should look into this.

Thanks, and keep up the good work.

Paul Widegren - Chair

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

Office of the
Selectmen of the
Town of Harwich

ORDER OF TAKING BY EMINENT DOMAIN
OF LAND IN HARWICH, BARNSTABLE
COUNTY, MASSACHUSETTS, BY THE
BOARD OF SELECTMEN OF THE TOWN OF HARWICH

We, Peter S. Hughes, Cyd Zeigler, Donald F. Howell, Robert S. Widegren, and Bruce Wm. Gibson, the duly elected and qualified Selectmen of the Town of Harwich, a municipal corporation situate in the County of Barnstable and Commonwealth of Massachusetts, pursuant to the authority conferred on us by vote of the Inhabitants of the Town of Harwich while acting under Article 25 of the Warrant for the Annual Town Meeting duly called and held on the 6th day of May, 1997, and further, under the authority conferred on us by the General Laws, Chapter 79 of the General Laws and Acts in amendment thereof or in addition thereto, and by virtue of every other power conferred on us by law, having duly complied with all the preliminary requirements prescribed by law do hereby ADOPT and DECREE this Order of Taking and hereby TAKE by eminent domain on behalf of said Town of Harwich in fee simple absolute and for the purpose of clearing title thereto, the following two parcels of land located on Queen Anne Road in Harwich, Barnstable County, Massachusetts, more particularly described as follows:

Parcel 1: Lot 3, containing 29,774 square feet, as shown on a plan of land entitled "Plan of Land in Harwich, Mass. For: John E. Pina et al Being a Subdivision of Lot One as shown on plan recorded at Barnstable Registry of Deeds in Plan Book 398 Page 56 Scale: 1" = 60' July 12, 1985 J. M. Monahan, Jr. & Associates," which plan is recorded in the Barnstable Registry of Deeds in Plan Book 405 Page 60. Said parcel is also shown as Parcel K1-3 on Harwich Assessor's Map 58.

Parcel 2: Lot 4, containing 34,505 square feet, as shown on a plan of land entitled "Plan of Land in Harwich, Mass. For: John E. Pina et al Being a Subdivision of Lot One as shown on plan recorded at Barnstable Registry of Deeds in Plan Book 398 Page 56 Scale: 1" = 60' July 12, 1985 J. M. Monahan, Jr. & Associates," which plan is recorded in the Barnstable Registry of Deeds in Plan Book 405 Page 60. Said parcel is also shown as Parcel K1-4 on Harwich Assessor's Map 58.

Any trees, buildings, or other structures on the above-described land are included in this Order of Taking. No betterments are to be assessed in connection with this Order of Taking.

This Order of Taking is not intended nor shall it operate to effect an inter-departmental transfer of the land nor any change of the municipal use presently made thereof.

There is excepted from this Order of Taking any easements of record which the Town presently holds its title subject to. Also excepted is any portion of the land title to which is presently in any party holding title by or through a grant from the Town.

The names of the owners, area of taking and awards, if any, are as follows:

<u>PARCEL/MAP</u>	<u>OWNER</u>	<u>AWARD</u>	<u>APPROXIMATE AREA</u>
K1-3/Map 58	Town of Harwich Book 9891 Page 71	0	.68 acres ±
K1-4/Map 58	Town of Harwich Book 9891 Page 71	0	.79 acres ±

The Town of Harwich is the owner of the above-described parcels by deed from Roland A. Letendre, Trustee dated October 19, 1995 and recorded in Book 9891 Page 71.

Adopted, decreed and dated at Harwich this 24th day of February, 2003.

Emulous E. Hall, James G. Marceline, Kenneth L. Mason and Philip V. R. Thomson; and then continued with:

ARTICLE 24. MAINTAIN/CERTIFY REAL & PERSONAL PROPERTY VALUATIONS

ARTICLE 24. To see if the Town will vote to raise and appropriate a sufficient sum of money to maintain and/or certify real and personal property valuations and to act fully thereon. By request of the Board of Assessors. Estimated cost: \$30,000.

Motion: (Edward R. Lilley) I move that this article be accepted and adopted and that \$30,000.00 be transferred from available funds for this purpose. (duly seconded)

Action: It is a vote.

ARTICLE 25. CLEAR TITLE TO TOWN - OWNED LAND

ARTICLE 25. 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 presently owned by the Town for the purpose of clearing the Town's title thereto of any possible title defects, and shown on Assessor's Maps as follows:

5/D-3	Earle Road	6.77 acres
6B/E-2	Sea Breeze Avenue	1.00 acre
7/J-11	Bank Street	.25 acre
14/R-8	Route 28	1.34 acres
22/H-1	95 South Street	9.36 acres
23/B-2	199 Bank Street	.72 acre
23/B2-1	Bank Street, off	.66 acre
23/B-3	203 Bank Street	.25 acre
23/C-2	Gorham Road, off	4.50 acres
32/F1-7	Bank Street	.21 acre
34/N3-1	270 Chatham Road	.17 acre
40/R-1	13 Parallel Street	.48 acre
40/S7-1	23 Parallel Street	.60 acre
40/T-6	263 South Street	13.34 acres
40/V-3	Island Pond Road, off	16.31 acres
41/C4-C	Old Colony Road	.26 acre
56/M-3	Bog Lane	8.50 acres
58/K1-3	172 Queen Anne Road	.68 acre
58/K1-4	178 Queen Anne Road	.79 acre
74/S6-15	6 Holmes Road	.17 acre
92/H5-A	Cottonwood Road	.44 acre

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: (Edward R. Lilley) I move that this article be accepted and adopted. (duly seconded)

Action: This article requires a 2/3 majority vote to pass. It is a unanimous vote and I so declare it.

ARTICLE 26. EMINENT DOMAIN TAKING (BELLS NECK ROAD/MID CAPE HIGHWAY)

ARTICLE 26. 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 presently in tax title, and shown on Assessor's maps as follows:

28/C-8	Bells Neck Road	23.71 acres
67/T-3	Mid-Cape Highway	.50 acre

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: (Edward R. Lilley) I move that this article be accepted and adopted. (duly seconded)

Action: Interest in land - This article requires a 2/3 majority vote to pass. It is a unanimous vote so declared.

ARTICLE 27. REFUNDED DOG TAX FOR SUPPORT OF BROOKS FREE LIBRARY

ARTICLE 27. To see if the Town will vote to instruct the Selectmen to disburse the funds allocated by the State under the Acts of 1960, as amended by the Acts of 1963 Chapter 672, and as further amended by the Acts of 1970, Chapter 1003, Mass. General Laws Chapter 78, Section 19C, and to expend the refunded dog tax for support of Brooks Free Library in accordance with customary procedure and to act fully thereon. Customary Article.

Motion: (Edward R. Lilley) I move that this article be accepted and adopted. (duly seconded)

Action: It is a vote.

**TOWN OF HARWICH
ANNUAL TOWN MEETING WARRANT
MAY 5, 1997
COMMONWEALTH OF MASSACHUSETTS**

BARNSTABLE, ss:

To either of the Constables of the Town of Harwich in said County,

Greetings:

In the name of the Commonwealth of Massachusetts you are hereby directed to notify and warn the inhabitants of said Town qualified to vote in elections and Town affairs to meet in the High School Gymnasium, Oak Street, in said Town on Monday, May 5, 1997, at 8:00 A.M., then and there to act on Article 1 and afterwards on the following day, Tuesday, May 6, 1997, at 7:00 P.M., to meet in the High School Gymnasium, Oak Street, Harwich, to act on the remaining articles.

POLLS WILL BE OPEN AT 8:00 A.M. AND CLOSE AT 8:00 P.M.

Hereof fail not to make returns of this Warrant with your doings thereon at the time and place of said meeting.

Given under our hands this twenty-fifth day of February, 1997

s/Dana A. DeCosta
s/Peter S. Hughes
s/Allen P. Thompson, Jr.
s/Peter J. Luddy

HARWICH BOARD OF SELECTMEN

A true copy: Attest
s/Wayne R. Ellis
CONSTABLE

April 16

By virtue of this Warrant I have this day notified and warned the inhabitants of this Town of Harwich, qualified to vote in elections and town affairs, to meet in the Harwich High School Gymnasium, Oak Street, in said Town on Monday the fifth of May, 1997, at the time and place for the purpose herein named by posting up attested copies thereon in the four (4) Post Office buildings in the Town of Harwich, at least fourteen days before the time of said meeting as within directed and causing an attested copy thereof to be published in the The Cape Cod Chronicle a newspaper published in Barnstable County and having its circulation in the Town of Harwich and afterward the

following day Tuesday, May 6, 1997 at 7:00 P.M. to act on the remaining articles.

s/Wayne R. Ellis
CONSTABLE

BALLOT

ARTICLE 1. To choose on one ballot the following Town Officers and Committees: one (1) Selectman for three (3) years; two (2) School Committee members for three (3) years, one (1) Water Commissioner for three (3) years; three (3) Library Trustees - Brooks Free Library for three (3) years; one (1) member of the Housing Authority for five (5) years; one (1) Moderator for three (3) years.

QUESTIONS

Will the voters of the Town approve certain Charter amendments pursuant to the May 1996 Annual Town Meeting summarized below:

Article 46

This amendment regarding disbursements authorizes the Town Administrator to issue warrants for payment of Town funds and his signature sufficient authorization for payment thereof by the Town Treasurer. The amendment will grant authorization of same to Board of Selectmen's designee to sign in the absence of the Town Administrator.

Yes___ No___

Article 47

This amendment changes Town Meeting Procedures. Warrants for all Town Meetings will be issued by the Board of Selectmen and opened and closed in accordance with the By-law. The annual election of Town Officers shall be called pursuant to Chapter 8, clause 8-1-1. The annual Town Meeting for transaction of other Town business shall be held the first Monday in May. The regular election for all Town officers who are chosen by ballot shall be held the third Monday in May. The Warrant calling said election may include other ballot questions as determined by the Selectmen.

Yes___ No___

Article 48

This amendment deletes Sections 2 and 3 of Chapter 9 of the present Charter, "Submission of the budget and budget message" and "Action on proposed budget," and substitutes new Sections 2 and 3. The new Section 2, Submission of Budget and Budget Message, outlines the procedure and

QUITCLAIM DEED

I, ROLAND A. LETENDRE, Trustee of Sunset Trust u/d/t dated August 13, 1986 and filed with the Registry District of Barnstable County as Document No. 403359, as noted on Certificate of Title No. 107631, having a mailing address of 231 Queen Anne Road, Harwich, Massachusetts 02645, for consideration paid, and in full consideration of real property of equal value as described on Exhibit A attached hereto and incorporated herein by reference, grant to the TOWN OF HARWICH, a Municipal Corporation situated in the County of Barnstable, Commonwealth of Massachusetts, with a mailing address of 732 Main Street, Harwich, Massachusetts 02645, with QUITCLAIM COVENANTS, the land in Harwich, Barnstable County, Massachusetts, bounded and described as follows:

PARCEL I

- SOUTHERLY by Queen Anne Road, a 30' wide undefined Town Way, as shown on the hereinafter mentioned plan, a distance of one hundred twenty-five and no/100 (125.00) feet;
- WESTERLY by Lot 2, as shown on said plan, a distance of two hundred forty-four and 79/100 (244.79) feet;
- NORTHERLY by Mid Cape Highway - Route 6, as shown on said plan, a distance of one hundred twenty-five and 67/100 (125.67) feet; and
- EASTERLY by Lot 4, as shown on said plan, two hundred thirty-one and 86/100 (231.86) feet.

Being LOT 3 as shown on the hereinafter mentioned plan.

PARCEL II

- SOUTHERLY by Queen Anne Road, a 30' wide undefined Town Way, as shown on the hereinafter mentioned plan, a distance of one hundred fifty-three and 80/100 (153.80) feet;
- WESTERLY by Lot 3, as shown on said plan, a distance of two hundred thirty-one and 86/100 (231.86) feet;
- NORTHERLY by Mid Cape Highway - Route 6, as shown on said plan, a distance of one hundred fifty-three and 83/100 (153.83) feet; and
- EASTERLY by Lot 2 (as shown in Plan Book 398, Page 56), as shown on said plan, a distance of two hundred eighteen and 12/100 (218.12) feet.

Being LOT 4 as shown on the hereinafter mentioned plan.

DEEDS REG 01
 BARNSTABLE
 10/19/95
CANCELLED

TAX 133.38
 CHECK 133.38
 5666A000 13:42
 EXCISE TAX

BARNSTABLE COUNTY
 REGISTRY OF DEEDS
 COUNTY EXCISE TAX
 10/19/95 #111111
 TAX 88.92
 TOTAL 88.92
 CHECK 88.92

0009
 #02 09/11 13:43
 COUNTY EXCISE TAX
CANCELLED

Being LOTS 3 and 4 containing 29,774 and 34,505 square feet, more or less, respectively, as shown on a plan of land entitled: "Plan of Land in Harwich, Mass. For: John E. Pina et al Being a Subdivision of Lot One as shown on Plan Recorded at Barnstable Registry of Deeds in Plan Book 398, Page 56 Scale: 1"=60' July 12, 1985 J.M. Monahan, Jr. & Associates Professional Land Surveyors & Engineers 651 Main Street P.O. Box 548 Dennisport, Mass. 02639," a copy of said plan being duly recorded at the Barnstable County Registry of Deeds in Plan Book 405, Page 60.

Subject to and with the benefit of any and all rights, rights of way, reservations, easements and restrictions of record, if any there be, insofar as the same are now in full force and applicable.

For title reference, see deed of The First National Bank of Boston, dated May 28, 1992, recorded with Barnstable County Registry of Deeds in Book 8099, Page 192.

WITNESS my hand and seal this 19th day of OCTOBER, 1995.

Roland A. Letendre
Roland A. Letendre, Trustee as
aforesaid

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

OCT. 19, 1995

Then personally appeared the above named Roland A. Letendre, Trustee as aforesaid and acknowledged the foregoing instrument to be his free act and deed, before me,

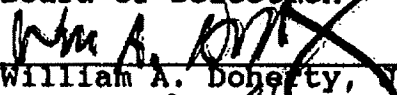
[Signature]
Notary Public

My commission expires:

RICHARD A. LARAJA
NOTARY PUBLIC
My commission exp. Apr. 26, 1997

The undersigned Board of Selectmen of the Town of Harwich hereby accepts this conveyance pursuant to the authority conferred on them by Vote of the Town Meeting under Article 47 of the Annual Town Meeting held May 11, 1995.

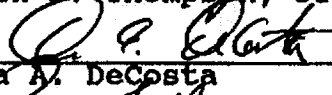
The Town of Harwich By Its Board of Selectmen



William A. Doherty, Jr.



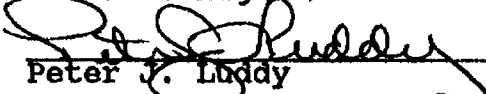
Allin P. Thompson, Jr.



Dana A. DeCosta



Peter S. Hughes



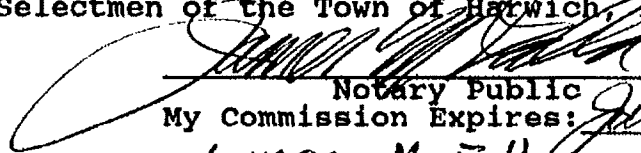
Peter J. Luddy

Commonwealth of Massachusetts

Barnstable, ss

October 19, 1995

Then personally appeared the above-named William A. Doherty, Jr., Chairman of the Board of Selectmen and acknowledged the foregoing instrument to be the free act and deed of the Board of Selectmen of the Town of Harwich, Before me,



Notary Public
My Commission Expires: July 5 2002
James M. Falk

EXHIBIT A

Two certain parcels of land situate on the south side of Queen Anne Road, in Harwich, Barnstable County, Massachusetts, bounded and described as follows:

Parcel N5, containing 23,235 square feet, more or less, as shown on a plan of land entitled: "Plan Showing a Division of Land in Harwich, Ma. prepared for Roland A. Letendre, trustee of Sunset Trust, Scale 1" = 50' August 7, 1995, Ryder & Wilcox, Inc. P.E. & P.L.S., South Orleans, Ma." which plan is recorded with the Barnstable County Registry of Deeds in Plan Book 518, Page 22.

Parcel N6-1, containing 41,044 square feet, more or less, as shown on a plan of land entitled: "Plan Showing a Division of Land in Harwich, Ma. prepared for Roland A. Letendre, trustee of Sunset Trust, Scale 1" = 50' August 7, 1995, Ryder & Wilcox, Inc. P.E. & P.L.S., South Orleans, Ma." which plan is recorded with the Barnstable County Registry of Deeds in Plan Book 518, Page 22.

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

Office of the Board
of Selectmen of the
Town of Harwich

ORDER OF TAKING BY EMINENT DOMAIN OF LAND
IN HARWICH, BARNSTABLE COUNTY, MASSACHUSETTS

BY
THE BOARD OF SELECTMEN
OF SAID TOWN OF HARWICH

We, DANA A. DeCOSTA, ALLIN P. THOMPSON, JR., PETER S. HUGHES,
PETER J. LUDDY, and SANDRA B. DANIELS, the duly elected and
qualified Selectmen of the Town of Harwich, a municipal corporation
situate in the County of Barnstable and Commonwealth of
Massachusetts, pursuant to the authority conferred on us by Vote of
the Inhabitants of the Town of Harwich while acting under Article
41 of the Warrant for the Annual Town Meeting duly called and held
on the 8th day of May, 1996, and further, under the authority
conferred on us by the General Laws, Chapter 79 and Acts in
amendment thereof and in addition thereto, and by virtue of every
other power conferred on us by law, having duly complied with all
the preliminary requirements prescribed by law do hereby ADOPT AND
DECREE this Order of Taking and do hereby TAKE by Eminent Domain on
behalf of the Inhabitants of said Town of Harwich in fee simple and
for the purpose of clearing title thereto, a certain parcel of land
in Harwich, Barnstable County, Massachusetts, more particularly
described in Exhibit A attached hereto. Meaning and intending to
take and hereby taking by EMINENT DOMAIN the rights herein defined
in the land delineated on the plan referred to in Exhibit A however

bounded or described.

Any trees, buildings, or other structures on the land above described are included in this Order of Taking.

No betterments are to be assessed in connection with this Order of Taking.

This Instrument of Taking is not intended nor shall it operate to effect an inter-departmental transfer of the land nor any change of the municipal use presently made thereof.

There is excepted from this Order of Taking any easements of record which the Town presently holds its title subject to. Also excepted is any portion of the land, title to which is presently in any party holding title by or through a grant from the Town.

The names of the owners, area of taking, and awards, if any, are as follows:

<u>PARCEL NUMBER</u>	<u>OWNER</u>	<u>AREA TAKEN ACRES</u>	<u>AWARD</u>
K6 Assessors Map 58 P.B. 476, Page 87	Town of Harwich or Owners Unknown Book 7367, Page 140	1.88	-0-

IN WITNESS WHEREOF, WE, the undersigned, duly authorized Board of Selectmen of the Town of Harwich, have ADOPTED AND DECREED this

Order of Taking and caused the corporate seal of said Town of Harwich to be hereunto affixed this 23 day of July, 1996.

HARWICH BOARD OF SELECTMEN

Dana A. DeCosta

DANA A. DeCOSTA

Allin P. Thompson, Jr.
ALLIN P. THOMPSON, JR.

Peter S. Hughes
PETER S. HUGHES

Peter J. Luddy
PETER J. LUDDY

Sandra B. Daniels
SANDRA B. DANIELS



COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

July 23

1996

Then personally appeared the above named DANA A. DeCOSTA, duly elected Selectman of the Town of Harwich, and acknowledged the foregoing instrument to be the free act and deed of the Town of Harwich, before me,

Juell E. Buckwold
Notary Public
My Commission expires

JUELL E. BUCKWOLD
NOTARY PUBLIC
MY COMMISSION EXPIRES MAR



JAMES M. FALLA
ATTORNEY AND
COUNSELOR AT LAW
261 MAIN STREET
WEST HARWICH,
MASSACHUSETTS
02671

Bk = 10319-132 42884

EXHIBIT "A"

LEGAL DESCRIPTION

ORDER OF TAKING BY EMINENT DOMAIN
ARTICLE 41, MAY 1996 ANNUAL TOWN MEETING

Parcel K-6 containing 1.88 acres as shown on a plan entitled, "Plan of Land for Proposed Acquisition, Harwich Center, Mass. Scale: 1" = 80' Date: 4/9/90 Harwich Engineering Department Town of Harwich", which plan is recorded at the Barnstable County Registry of Deeds in Plan Book 476, Page 87.

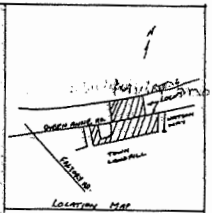
JAMES M. FALLA
ATTORNEY AND
COUNSELOR AT LAW
261 MAIN STREET
WEST HARWICH,
MASSACHUSETTS
02671

K6M58.ExA

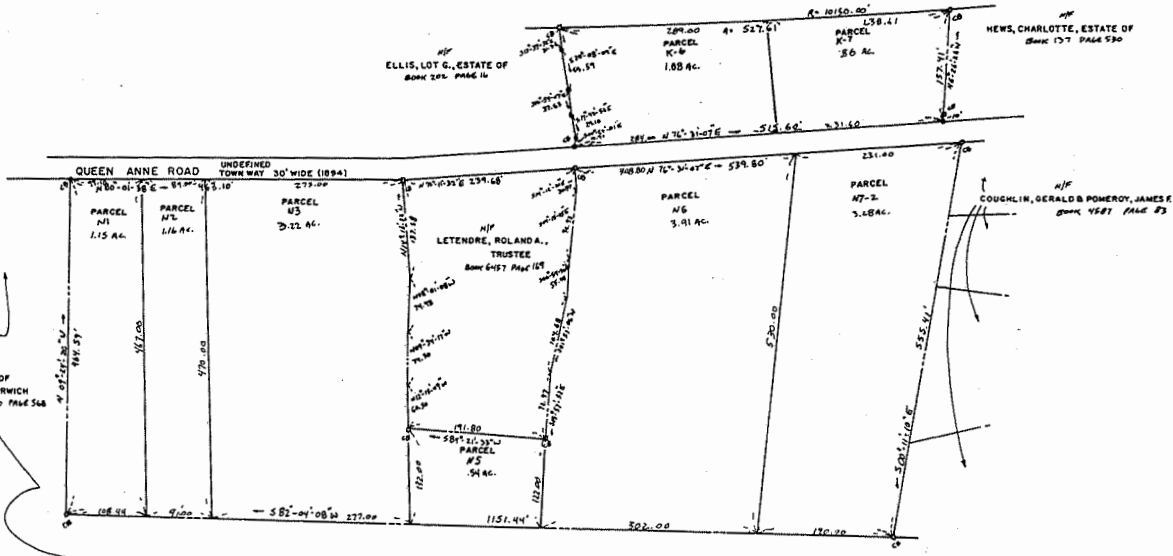
BARNSTABLE REGISTRY OF DEEDS

476-87

RECORDED
Nov 30 10 22 AM '90



ROUTE 6 - MID-CAPE HIGHWAY
1955 State L.O.



NOTE: PARCEL NUMBERS ARE SAME AS
HARWICH ASSESSORS SHEET 56

I HEREBY CERTIFY THAT THIS PLAN
HAS BEEN PREPARED IN CONFORMITY
WITH THE RULES AND REGULATIONS
OF THE BARNSTABLE COUNTY REGISTRY OF DEEDS.

James O. Casey



PLAN OF LAND FOR PROPOSED ACQUISITION, HARWICH CENTER, MASS.	
SCALE: 1" = 80'	
DATE: 4/8/90	
HARWICH ENGINEERING DEPARTMENT	
TOWN OF HARWICH	

Record owner & applicant:

Roland A. Letendre,
Trustee of Sunset Trust
P.O. Box 911
South Wellfleet, Ma. 02663

BARNSTABLE ss, RECEIVED
0:37pm Aug 28 1997
AND IS RECORDED

PLAN NOTE:

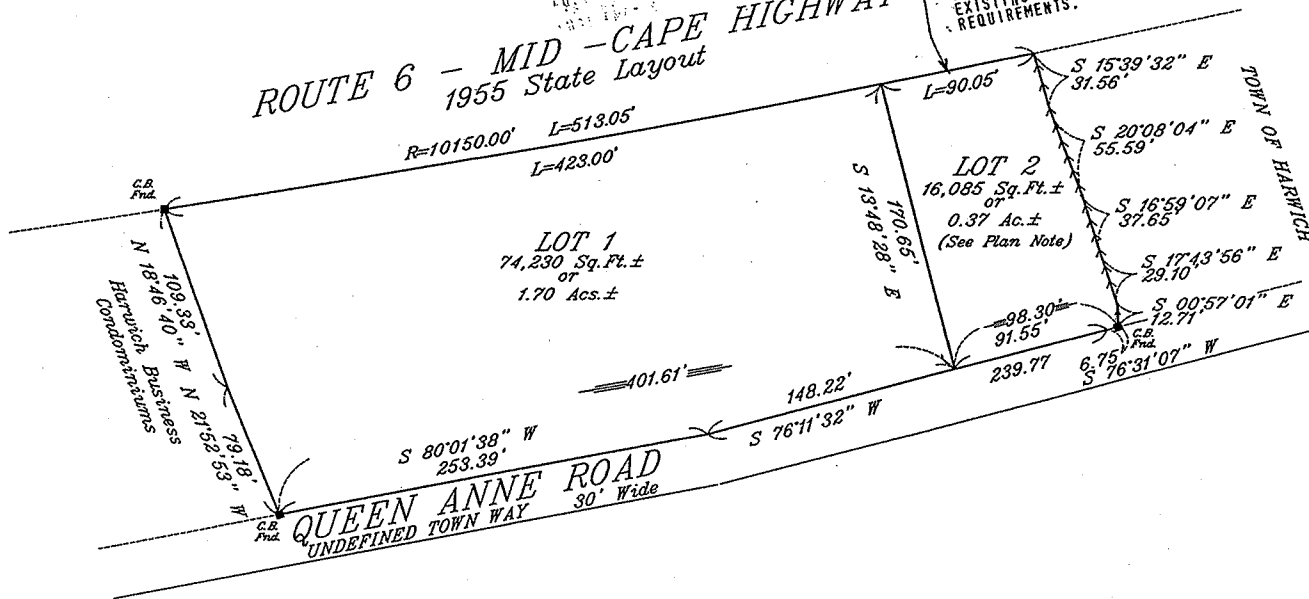
Lot 2 is not a buildable lot but is to be combined with the adjoining land of the Town of Harwich.

Zone:

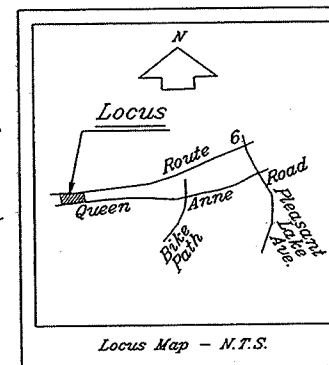
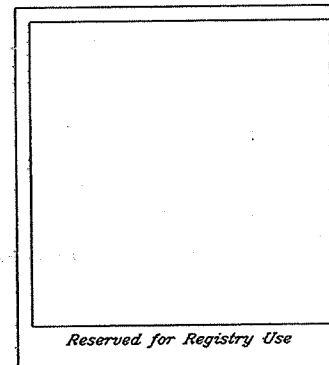
I-L

ROUTE 6 - MID - CAPE HIGHWAY
1955 State Layout

LOT AS SHOWN DOES NOT COMPLY WITH EXISTING ZONING REQUIREMENTS.



Pl. Bk. 458, Pg. 84



References:

- Asst's. Map 58 Pcl. K10
- Dd. Bk. 10449 Pg. 1
- Pl. Bk. 458, Pg. 34

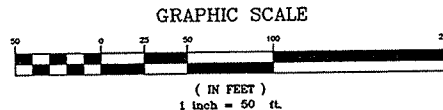
Harwich Planning Board
Approval Not Required

Marybeth H. Cuddy
CLERK

Date 8-19-97

Plan of Land
in
Harwich, Ma.
prepared for
Sunset Trust

Scale 1" = 50' August 4, 1997



I certify that this plan has been prepared in conformity with the rules and regulations of the registers of deeds.

Lawrence E. Wilcox 8/4/97
Professional Land Surveyor Date



Ryder & Wilcox, Inc. P.E. & P.L.S.
South Orleans, Ma.

Job No. 6769

Article 39. Search Title of Land of Owners Unknown

Article 39. To see if the Town will vote to raise and appropriate a sufficient sum of money to search the title to land presently unassessed for the purpose of taxing said land and to act fully thereon. Estimated cost: \$30,000.00.

By request of the Board of Assessors

Motion: (Edward Lilley, Chairman-Finance Committee) I move that this article be accepted and adopted and that the sum of \$30,000.00 be transferred from available funds for this purpose. (duly seconded)

Action: (Michael D. Ford, Moderator) It is a vote.

Article 40. Accept Road Layouts

Article 40. To see if the Town will vote to accept the layouts of the following roads as recommended by the Board of Selectmen:

Blue Heron Landing, Osprey Lane and Mallard Lane, East Harwich; Haskell Lane, East Harwich; Nehoiden Street, Harwich Port; Pleasant Bay Court, East Harwich; Scotlin Way, East Harwich; Lothrop Avenue, Harwich (partial redefinition).

and to authorize the Selectmen to purchase or take by eminent domain the land or interest in the land within said layouts for use as public ways and to raise and appropriate a sufficient sum of money for this purpose and to act fully thereon. Estimated cost: \$12,650.00.

By request of the Board of Selectmen

Motion: (Edward Lilley, Chairman-Finance Committee) I move that this article be accepted and adopted and that the sum of \$8,195.00 be transferred from available funds for this purpose and that the Selectmen be authorized to take for the purpose of public ways the roads as set forth in the article, except Nehoiden Street, and further, the Selectmen be authorized to abandon the earlier layout of Lothrop Ave. as voted under Article 30 of the April 1985 Town Meeting Warrant. (duly seconded)

Action: (Dana A. DeCosta, Temporary Moderator) This article requires a 2/3 majority vote to pass. It is a unanimous vote and I so declare it.

Article 41. Clearing Town's Title Town-owned Land

Article 41. 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 presently owned by the Town in tax title or otherwise for the purpose of clearing the Town's title thereon of any possible title defects, and shown on Assessor's maps as follows:

Map 34/K1-3A	Arrowhead Drive	.08 acres
Map 53/F15	138 Depot Road	.17 acres
Map 53/G3-1	Driftwood Lane, off	11.70 acres
Map 58/K6	246 Queen Anne Road	1.88 acres
Map 58/N2	213 Queen Anne Road	1.16 acres
Map 58/N6-2	Queen Anne Road	2.62 acres
Map 58/N7-2	251 Queen Anne Road	3.28 acres

ANNUAL TOWN MEETING

May 7, 1996

The May Annual Town Meeting of 1996 was held in the High School Gymnasium on Oak Street, Harwich, Massachusetts. The Harwich Middle School Band, led by Richard Rubino, performed from 6:30 PM to 7:00 PM at which time Michael D. Ford opened the Town Meeting. Because a quorum was not present at that time, it was recessed until 7:15 PM when a quorum was reached. Anita N. Doucette, Town Clerk, then read the Warrant and Return of Warrant after which Allin P. Thompson, Jr. was recognized to read the following:

RESOLUTION

"Be it resolved that the Town of Harwich objects to any steps which could result in the dissolution of the Cape Cod National Seashore. We urge Congress, through the offices of our Representatives and Senators, to defeat such efforts."

It was moved and seconded to adopt this resolution. It was a unanimous vote so declared.

Daniel Larkin, James Marceline and Bill Thompson were given Certificates of Appreciation for their long records of service to the Town.

At this time, Michael D. Ford, Moderator, administered the oath of office to all the newly elected officials who were present.

The Town Clerk read the Warrant and the Return of Warrant and the Annual Town Meeting began with:

Article 2. Town Officers and Committees

Article 2. To choose all other Town Officers and Committees.

Motion: (Edward Lilley, Chairman-Finance Committee) I move that this article be accepted and adopted. (duly seconded)

Action: (Michael D. Ford, Moderator) It is a vote.

The Moderator reserves the right to make his appointments at a later time in this meeting.

Article 3. Reports of Town Officers and Committees

Article 3. To hear the reports of all Town Officers and Committees for the year 1995.

Motion: (Edward Lilley, Chairman-Finance Committee) I move that this article be accepted and adopted. (duly seconded)

Action: (Michael D. Ford, Moderator) It is a vote.

Article 4. Elected Officials Salaries

Article 4. To see if the Town will vote to fix the salaries of the elected officials of the Town for the fiscal year commencing July 1, 1996 and ending June 30, 1997 as follows:

Map 67/T1-1	Factory Road	2.69 acres
Map 67/T1-2	Factory Road	1.05 acres
Map 67/T2	Mid Cape Highway	.50 acres
Map 67/T4	Mid Cape Highway	.50 acres
Map 67/T5	Mid Cape Highway	.80 acres
Map 67/T6	Mid Cape Highway	.80 acres
Map 67/T8	Mid Cape Highway	.10 acres
Map 67/T9	Mid Cape Highway	2.00 acres
Map 67/T10	Mid Cape Highway	1.10 acres
Map 68/E2	Mid Cape Highway, off	5.17 acres
Map 68/E3	Mid Cape Highway	11.30 acres
Map 68/E4	Mid Cape Highway, off	4.40 acres
Map 68/E5	Mid Cape Highway, off	4.40 acres
Map 68/E6	Mid Cape Highway, off	3.40 acres
Map 68/E7	Mid Cape Highway, off	1.90 acres
Map 68/E8	Mid Cape Highway, off	3.60 acres
Map 68/E9	Mid Cape Highway, off	3.70 acres
Map 68/E11	Mid Cape Highway, off	5.70 acres
Map 68/E12	Mid Cape Highway, off	5.30 acres
Map 68/E13	Mid Cape Highway, off	10.30 acres
Map 68/F2	Mid Cape Highway	1.90 acres
Map 68/F3	Mid Cape Highway	1.10 acres
Map 68/F4	Mid Cape Highway	.80 acres
Map 68/F5	Mid Cape Highway	.80 acres
Map 68/F6	Mid Cape Highway	3.70 acres
Map 68/F7	Mid Cape Highway	3.80 acres
Map 68/F8	Mid Cape Highway	6.50 acres
Map 68/F9	Mid Cape Highway, off	7.20 acres
Map 33/L3	Chatham Road	20.70 acres
Map 33/L3-1	Chatham Road, off	1.85 acres
Map 33/L5	Chatham Road	8.50 acres
Map 42/C2	Chatham Road	29.50 acres
Map 43/C3	Chatham Road, off	21.40 acres
Map 43/F2	Chatham Road, off	1.34 acres
Map 51/A1	Orleans Road	28.04 acres
Map 51/A4	Orleans Road, off	8.59 acres
Map 52/D1	Chatham Road, off	75.70 acres
Map 50/C2	Oak Street, off	13.76 acres
Map 48/K-1	Flax Pond	1.61 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. Estimated cost: \$17,449.00.

By request of the Board of Selectmen

Motion: (Edward Lilley, Chairman-Finance Committee) I move that this article be accepted and adopted and that the sum of \$17,449.00 be transferred from available funds for this purpose. (duly seconded)

Action: (Michael D. Ford, Moderator) It is a unanimous vote and I so declare it.

Article 42. Codification of By-Laws

Article 42. To see if the Town will vote to raise and appropriate a sufficient sum of money for the purpose of codifying the Zoning By-Law and to act fully thereon. Estimated cost: \$1,000.00.

By request of the Board of Selectmen

Motion: (Edward Lilley, Chairman-Finance Committee) I move that this article be indefinitely postponed. (duly seconded)

Action: (Michael E. Ford, Moderator) This article is indefinitely postponed.

Article 43. Refunded Dog Tax for Support of Brooks Free Library

Article 43. To see if the Town will vote to instruct the Selectmen to disburse the funds allocated by the State under the Acts of 1960, as amended by the Acts of 1963 Chapter 672, and as further amended by the Acts of 1970, Chapter 636, and the Acts of 1971, Chapter 1003, Mass. General Laws Chapter 78, Section 19C, and to expend the refunded dog tax for support of Brooks Free Library in accordance with customary procedure and to act fully thereon.

Customary Article

Motion: (Edward Lilley, Chairman-Finance Committee) I move that this article be accepted and adopted. (duly seconded)

Action: (Michael D. Ford, Moderator) It is a vote.

Article 44. Adopt Personnel By-Law

Article 44. To see if the Town will vote to amend the Personnel By-Law by deleting the present By-Law in its entirety and inserting the following new Personnel By-Law; and to raise and appropriate a sufficient sum of money to implement the change and to act fully thereon. Estimated cost: \$2,500.00.

By request of the Board of Selectmen

**TOWN OF HARWICH
PERSONNEL BY-LAW**

PART 1

Application, Purpose, Discrimination, Benefits

Application: All full-time and regular part-time positions not covered by any collective bargaining agreement, other than the School Committee and positions under their control, shall be subject to the provisions of this By-Law, including the following:

- | | |
|-------------------|---------------------------|
| Police Chief | Police Captain |
| Police Lieutenant | Year-round Special Police |
| Fire Chief | Officers |
| Deputy Fire Chief | Registrars of Voters |

OLD BUSINESS

TOWN OF HARWICH, MASSACHUSETTS
ASSISTANT TOWN ADMINISTRATOR
(assumes existing role does not change-keeps HR)

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-Assists in the daily operations of the town; undertakes various assignments, administrative tasks and supervisory functions as directed by the Town Administrator.;

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-Primary contact ~~in~~ for all procurement and contracting in support of the Chief Procurement Officer on matters related to services, design and construction; prepares RFP-bid documents and advises department heads and staff on procurement procedures and requirements; assists departments with the preparation of required contracts, ensures competitive bidding;

Acts as primary Human Resources Generalist. Responsible for recruiting quality employees, ensures pre-employment requirements are met, performs onboarding and ~~to~~ coordinates 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.

Administers worker's compensation program and injured on duty programs, collaborates with the Treasurer-Collectors office to investigate and respond to unemployment claims. Oversees administration of employee benefits programs and responsible for communicating benefit plan features to employees and retirees, and for resolving related problems.

Assists in ~~preparation~~ the development of the Town's annual operating and capital budgets. Assists in the preparation of Town Meeting Warrant articles by preparing backup information on various projects. Mentors departments in the development of, and enhancements to, the annual operating budget and the capital plan.

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 Select 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.

Designation as a Massachusetts Certified Public Purchasing Official; three to five years of procurement experience preferred.

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.

TOWN OF HARWICH, MASSACHUSETTS
ASSISTANT TOWN ADMINISTRATOR
(assumes new position of HR generalist is created)

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-Assists in the daily operations of the town; undertakes various assignments, administrative tasks and supervisory functions as directed by the Town Administrator.;

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~~ with all procurement and contracting in support of the Chief Procurement Officer on matters related to services, design and construction; prepares RFP-bid documents and advises department heads and staff on procurement procedures and requirements; assists departments with the preparation of required contracts, ensures competitive bidding.

~~Aets as primary~~ Supervises Human Resources Generalist to coordinate training and development of employees. Assists Human Resources Generalist in r ~~Researching~~ and investigates-investigating personnel issues and grievances; Actively assists in collective bargaining negotiations when directed; Advises Human Resources Generalist in advising 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; In coordination with the Human Resources Generalist, d ~~Develops~~ Administers, and monitors personnel policies and practices to ensure contractual and statutory compliance.

Assists in ~~preparation~~ the development of the Town's annual operating and capital budgets. Assists in the preparation of Town Meeting Warrant articles by preparing backup information on various projects. Mentors departments in the development of, and enhancements to, the annual operating budget and the capital plan.

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 Select 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.

Designation as a Massachusetts Certified Public Purchasing Official; three to five years of procurement experience preferred.

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.

BY-LAW/CHARTER REVIEW COMMITTEE CHARGE

PURPOSE

The By-Law/Charter Review Committee is an advisory committee to the Select Board and adheres to the Harwich Charter, Chapter 7 Section 16 and the Harwich By-Laws Chapter 7 Article III Section 7-10.

COMPOSITION

The By-Law/Charter Review Committee is an advisory board comprised of five members appointed by the Select Board for a three-year term, such term will run from July 1 to June 30. Annually, at the first meeting after July 1, the By-Law/Charter Review Committee shall elect a Chair, Vice-Chair and Clerk.

SCOPE AND RESPONSIBILITIES

- *Regularly review the Harwich Charter and the Harwich By-Laws Part I Administration of the Government , and submit proposed amendments to the Select Board under Section 2 of Chapter 10 of this Charter
- *Submit proposed revisions to Town Meeting at least once every 5 years.
- *All articles proposing changes to the Charter and/or By-Laws shall be reviewed by By-Law/Charter Review Committee. The Select Board shall submit all such articles to the By-Law/Charter Review committee not later than 14 days after the deadline for submission of articles.
- *Shall submit a report to town meeting concerning any proposed amendments and/or revisions to the Charter and/or By-Laws, including the By-Law/Charter Review Committee recommendations
- *Annually, shall present, in person, a written report to Select Board of the By-Law/Charter Review Committee activities.

CONDUCT

The By-Law/Charter Review Committee shall post meeting agendas, maintain and post meeting minutes, as required under Open Meeting Law. The By-Law/Charter Review Committee shall notify the Select Board Liaison in writing to address any concerns or issues that then shall be brought to the attention of the Select Board within a reasonable timeframe.

Adopted by the By-Law/Charter Review Committee ___11/29/2023_____

Adopted by Select Board_____

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039



Joseph F. Powers, Town Administrator

732 MAIN STREET, HARWICH, MA 02645

Meggan M. Eldredge, Assistant Town Administrator

Memo

To: Joseph F. Powers, Town Administrator

From: Meggan Eldredge, Assistant Town Administrator *ME*

RE: Procurement Update

Date: February 2, 2024

Attached please find the updated project list relating to procurement. This list has been amended to include all the previously closed projects. The current breakdown of projects is as follows:

STATUS	#	% of total	EXPLANATION
Awaiting initiation	22	24	funding available, waiting for project lead to initiate action-note, project lead may be waiting for a third party to initiate also.
IFB process	7	8	pre-procurement complete, drafting IFB/RFP or active solicitation
no bids received	0	0	project went out to bid and no responses received-will go back to awaiting initiation
Contract Awarded	9	10	bids received and contract awarded. Project is active (items ordered, construction started, etc)
Project complete	22	24	project has been completed
Remaining Balance	11	11	initial project complete, \$ remaining in account
withdrawn	2	2	project withdrawn by Dept. Head, TA or SB
ongoing	19	21	Article balance available for various projects at various stages that have multiple
Total	92	100	

While 24% of the total projects on this list have been completed, another 52% have are in various stages of being completed, leaving only 24% still awaiting initiation. I have been in contact with the department heads on the majority of the projects still awaiting initiation and I am confident that this list will be reduced significantly over the next two months. With our next Annual Town meeting approaching in three months, my goal is to close out as many procurements remaining on this list as possible.

Year	#	Description	initial appropriation	Amount remaining	Follow-up Action	Status	Department	Primary Owner
2018	57	Hinckley Pond Remediation/Improvements	\$ 272,726.00	\$ 70,700.00	Procurement	Awaiting action from DCR	CONSERVATION	Usowski, A.
2022	3	Bylaw/Charter Analysis	\$ 75,000.00	\$ 75,000.00	Procurement	Awaiting direction	ADMINISTRATION	JOWERS, J
2023	28	War Memorials Project	\$ 256,283.00	\$ 256,283.00	Procurement	Awaiting initiation	CEMETERY	Kelley, R.
2021	22	Hearing Room Improvements	\$ 99,254.00	\$ 99,254.00	Procurement	Awaiting initiation	CHANNEL 18	Goodwin, J.
2023	10	Channel 18 Equipment	\$ 4,388.00	\$ 4,388.00	Procurement	Awaiting initiation	CHANNEL 18	Goodwin, J.
2023	10	Items funded from the cable fund	\$ 47,222.00	\$ 47,222.00	Procurement	Awaiting initiation	CHANNEL 18	Goodwin, J.
2022	18	Replacement Of Bullet Resistant Vests	\$ 49,200.00	\$ 49,200.00	Procurement	Awaiting initiation	POLICE DEPARTMENT	Guillemette, D.
2023	16-6	Equipment Replacements-tasers and ballistic plates	\$ 64,115.00	\$ 64,115.00	Procurement	Awaiting initiation	POLICE DEPARTMENT	Guillemette, D.
2023	16-8	Technology Replacements-upgrade EOC	\$ 20,000.00	\$ 20,000.00	Procurement	Awaiting initiation	POLICE DEPARTMENT	Guillemette, D.
2018	10	Comm Center And Town Hall Carpet Replacement	\$ 130,000.00	\$ 130,000.00	Procurement	Awaiting initiation	PUBLIC WORKS	Hooper, L.
2018	10	Update Town's Hvac At Town Hall, Comm Center, Fire Station One, Pd	\$ 140,000.00	\$ 140,000.00	Procurement	Awaiting initiation	PUBLIC WORKS	Hooper, L.
2019	11	Harwich Center Ada Sidewalk Project	\$ 30,000.00	\$ 30,000.00	Procurement	Awaiting initiation	PUBLIC WORKS	Hooper, L.
2019	12	Brooks Library Sidewalk Repair	\$ 90,000.00	\$ 90,000.00	Procurement	Awaiting initiation	PUBLIC WORKS	Hooper, L.
2021	13	Ada Sidewalks Harwich Center	\$ 50,000.00	\$ 50,000.00	Procurement	Awaiting initiation	PUBLIC WORKS	Hooper, L.
2023	16-1	Beautify The Villages Of Harwich	\$ 50,000.00	\$ 50,000.00	Procurement	Awaiting initiation	PUBLIC WORKS	Hooper, L.
2023	16-12	100 Oak Street (Community Center)-bleachers and fans	\$ 145,500.00	\$ 145,500.00	Procurement	Awaiting initiation	COMMUNITY CENTER	Carey, C.
2023	16-14	273 Queen Anne Road (Transfer Station) generator	\$ 157,300.00	\$ 157,300.00	Procurement	Awaiting initiation	PUBLIC WORKS	Hooper, L.
2023		Route 39/Chatham Rd Intersection Project	\$ -	\$ 300,000.00	Procurement	Awaiting initiation	PUBLIC WORKS	Hooper, L.

2021	34	Heritage Trail Project	\$ 150,000.00	\$ 102,427.00	grant agreement	Awaiting initiation by HCT	CONSERVATION	Usowski, A.
2022	34	Heritage Trail Boardwalk	\$ 75,000.00	\$ 75,000.00	grant agreement	Awaiting initiation by HCT	CONSERVATION	Usowski, A.
2023	44	Acquire By Donation Land At 70 Forest St	\$ 5,000.00	\$ 5,000.00	taking	Awaiting initiation by land owner	CONSERVATION	Usowski, A.
2021	12	Acquire Parcel Located Off Pleasant Lake Ave, Assessors Map 82, Lot R5	\$ 170,000.00	\$ 170,000.00	taking	Awaiting legal action	HOUSING ADVOCACY	POWELL, B.
2018	55	Judah Eldredge Property Acquisition	\$ 369,000.00	\$ 369,000.00	Procurement	complete	ADMINISTRATION	Eldredge, M.
2023	48	Supplemental Appropriation Judah Eldredge	\$ 400,000.00	\$ 400,000.00	Procurement	complete	ADMINISTRATION	Eldredge, M.
2022	31	East Harwich Union Cemetery Gravestone Preservation	\$ 118,800.00	\$ -	Procurement	complete	CEMETERY	Kelley, R.
2022	27	Fire Dept vehicle	\$ 130,000.00	\$ -	procurement	complete	FIRE DEPARTMENT	LeBlanc, D
2023	16-3	Dive equipment replacement	\$ 36,580.00	\$ -	Procurement	complete	FIRE DEPARTMENT	LeBlanc, D.
2022	38	Golf Design Feasibility	\$ 35,000.00	\$ -	procurement	complete	GOLF	Greer, R
2017	19	Round Cove Boat Ramp	\$ 177,070.00	\$ -	Procurement	complete	HARBOR	Rendon, J.
2019	12	facility maintenance fund - allen harbor jetty	\$ 57,000.00	\$ -	Procurement	complete	HARBOR	Rendon, J.
2019	12	Wixon Dock Improvements	\$ 70,000.00	\$ -	Procurement	complete	HARBOR	Rendon, J.
2023	16-4	Wixon Landing Improvements	\$ 30,000.00	\$ 4,500.00	Procurement	complete	HARBOR	Rendon, J.
2023	34	CPC - Skinequit Pond Remediation	\$ 92,000.00	\$ 2,972.00	Procurement	complete	NATURAL RESOURCES	Yannuzzi, D
2022	22	Police SUV	\$ 47,000.00		procurement	complete	POLICE	Considine, K
2022	22	Police Utility Vehicle	\$ 55,000.00	\$ -	procurement	Complete	POLICE	Considine, K
2022	22	Police Utility Vehicle	\$ 55,000.00	\$ -	procurement	Complete	POLICE	Considine, K
2023	16-7	Police Cruisers	\$ 183,000.00	\$ 7,805.64	Procurement	complete	POLICE	Guillemette, D.
2022	26	DPW Vehicle F350	\$ 80,000.00	\$ -	procurement	complete	PUBLIC WORKS	Hooper, L
2023	43	Dispose Surplus Property At 276 Queen Anne Rd	\$ 10,000.00	\$ 10,000.00	Procurement	complete	PUBLIC WORKS	Hooper, L.

2023	16-9	Equipment Replacements-ball field mower	\$ 75,000.00	\$ -	Procurement	complete	PUBLIC WORKS	Hooper, L.
2022	36	Brooks Park Pickleball/Basketball Court expansion	\$ 245,500.00	\$ 2,716.23	Procurement	complete	RECREATION	Beebe, E.
2023	32	Brooks Park Tennis Court/Pickleball resurfacing	\$ 110,000.00	\$ 34,140.00	Procurement	complete	RECREATION	Beebe, E.
2023	33	Sand Pond Restroom Project -septic system	\$ 35,000.00	\$ 35,000.00	Procurement	complete	RECREATION	Beebe, E.
2022	20	New Voting Tabulator Equipment	\$ 75,000.00	\$ 4,980.00	Procurement	complete	TOWN CLERK	Mitchell, E.
2021	15	MS4 Updates	\$ 200,000.00	\$ 138,884.72	Procurement	contract Awarded	ADMINISTRATION	Eldredge, M.
2022	19	Stormwater EPA MS4 Compliance	\$ 100,000.00	\$ 95,500.00	Procurement	contract Awarded	ADMINISTRATION	Eldredge, M.
2023	16-13	204 Sisson Road (Culture)	\$ 1,982,427.00	\$ 1,671,578.06	Procurement	contract Awarded	CULTURAL AFFAIRS	Mewhinney, K.
2023	16-2	Engines/Other Fire Equipped Vehicles	\$ 350,000.00	\$ 642.00	Procurement	contract Awarded	FIRE DEPARTMENT	LeBlanc, D.
2023	14	Opioid Settlement Distributions - Fy 2023	\$ 60,000.00	\$ 22,500.00	Procurement	contract Awarded	HEALTH	Schoener, C
2021	16	Brooks Library Roof Replacement	\$ 148,500.00	\$ 148,500.00	Procurement	contract Awarded	PUBLIC WORKS	Hooper, L.
2023	16-11	Vehicle Replacements-2 MSW trailers, 2 Dumps, 1 F-350	\$ 515,000.00	\$ 310,000.00	Procurement	contract Awarded	PUBLIC WORKS	Hooper, L.
2023	16-16	739 Main Street (Brooks Free Library roof)-supplement ATM21 #18	\$ 90,000.00	\$ 90,000.00	Procurement	contract Awarded	PUBLIC WORKS	Hooper, L.
2017	12	Cold Brook Project	\$ 2,000,000.00	\$ 808,343.41	Procurement	contract Awarded	WASTEWATER	Pelletier, D.
2020	31	Update Historic Property Inventory	\$ 34,500.00	\$ 34,500.00	Procurement	IFB/RFP Process	ADMINISTRATION	Eldredge, M.
2020	20	Hearing Room Improvements	\$ 97,000.00	\$ 97,000.00	Procurement	IFB/RFP Process	CHANNEL 18	Goodwin, J.
2022	2	Acquire 62 Rte 28	\$ 1.00	\$ 1.00	Procurement	IFB/RFP Process	HOUSING ADVOCACY	POWELL, B.
2023	25	CPC- Affordable Housing Trust	\$ 500,000.00	\$ 492,940.00	Procurement	IFB/RFP Process	HOUSING ADVOCACY	POWELL, B
2023	27	CPC- Brooks Academy Preservation	\$ 690,000.00	\$ 690,000.00	Procurement	IFB/RFP Process	PUBLIC WORKS	Hooper, L.
2019	43	Sand Pond Restroom Project-new building	\$ 123,000.00	\$ 123,000.00	Procurement	IFB/RFP Process	RECREATION	Beebe, E.
2023	31	Senior Softball Fields Restroom	\$ 150,000.00	\$ 150,000.00	Procurement	IFB/RFP Process	RECREATION	Beebe, E.

2022	39	Fund Land Research For Assessing Purposes	\$ 500,000.00	\$ 406,400.00	Procurement	ongoing	ASSESSING	Jones, C.
2023	12	Preschool Family Support Program	\$ 250,000.00	\$ 115,709.70	Procurement	ongoing	COUNCIL ON AGING	Witas, J.
2018	47	70 Willow Street Clear Title And Revise Boundary Lines	\$ -	\$ -	legal	ongoing	HOUSING ADVOCACY	POWELL, B
2023	16-5	Technology Reinvestment	\$ 387,000.00	\$ 278,638.68	Procurement	ongoing	INFORMATION TECH	Eaton, S.
2023	13	Fund Technology Enhancements	\$ 25,000.00	\$ 25,000.00	Procurement	ongoing	LIBRARY	Hewitt, G.
2023	18	Capital Outlay - Funded By Chapter 90 Funds	\$ 700,000.00	\$ 526,860.00	Procurement	ongoing	PUBLIC WORKS	Hooper, L.
2023	47	Supplemental Appropriation Brooks Academy	\$ 475,000.00	\$ 376,169.02	Procurement	ongoing	PUBLIC WORKS	Hooper, L.
2023	16-10	Road Maintenance/Improvements (See Art. 18)	\$ 700,000.00	\$ 503,979.35	Procurement	ongoing	PUBLIC WORKS	Hooper, L.
2023	16-15	Ada Compliance Requirements	\$ 121,000.00	\$ 80,346.56	Procurement	ongoing	PUBLIC WORKS	Hooper, L.
2018	14	Wastewater Construction	\$ 24,775,000.00	\$ 3,154,350.00	Procurement	ongoing	WASTEWATER	Pelletier, D.
2022	1	Aquire Property Ww Proj	\$ 105,000.00	\$ 105,000.00	Procurement	ongoing	WASTEWATER	Pelletier, D.
2023	19	Capital Outlay - Route 28 Sewer Installation	\$ 6,500,000.00	\$ 6,500,000.00	Procurement	ongoing	WASTEWATER	Pelletier, D.
2023	21	Capital Outlay - E. Harwich Ww Expansion	\$ 50,000,000.00	\$ 50,000,000.00	Procurement	ongoing	WASTEWATER	Pelletier, D.
2023	42	Acquire Easement At 129 Route 28	\$ 10,000.00	\$ 10,000.00	Procurement	ongoing	WASTEWATER	Pelletier, D.
2023	17	Capital Outlay - Funded By Retained Earnings	\$ 775,000.00	\$ 175,000.00	Procurement	ongoing	WATER	Pelletier, D.
2023	20	Capital Outlay - Rt. 28 Watermain Replace.	\$ 17,500,000.00	\$ 17,500,000.00	Procurement	ongoing	WATER	Pelletier, D.
2022	11	IMA capacity Purchase	\$ 9,035,000.00	\$ 3,376,092.00	Procurement	ongoing	WASTEWATER	Pelletier, D.
2020	18	Memorial Tree	\$ 20,000.00	\$ 17,496.49	Procurement	ongoing/as needed	CEMETERY	Kelley, R.
2020	31	restoration and rehab of town conservation land	\$ 20,000.00	\$ 12,735.58	Procurement	ongoing/as needed	CONSERVATION	Usowski, A.
2020	19	playback server	\$ 58,985.00	\$ 20,570.00	Procurement	remaining balance	CHANNEL 18	Goodwin, J.
2022	15	Channel 18 Equipment	\$ 66,470.00	\$ 42,645.00	Procurement	remaining balance	CHANNEL 18	Goodwin, J.

2018	24	Fire Station 2	\$ 6,750,000.00	\$ 249,612.00	Procurement	remaining balance	FIRE DEPARTMENT	LeBlanc, D.
2017	18	Golf Cart Barn	\$ 1,200,000.00	\$ 239,292.00	Procurement	remaining balance	GOLF	Greer, R.
2014	35	Maintenance of Dredge Sand	\$ 350,000.00	\$ 36,439.55	Procurement	remaining balance	HARBOR	Rendon, J.
2016	11	Facility Maintenance Fund-Harbor dredging	\$ 85,000.00	\$ 81,627.00	Procurement	remaining balance	HARBOR	Rendon, J.
2017	20	Saquatucket Harbor landside improvements	\$ 3,000,000.00	\$ 69,704.00	Procurement	remaining balance	HARBOR	Rendon, J.
2019	28	Brooks Library Technology	\$ 21,322.00	\$ 21,322.00	Procurement	remaining balance	LIBRARY	Hewitt, G.
2018	9	Albro House/Brooks Academy Boilers	\$ 40,000.00	\$ 21,902.00	Procurement	remaining balance	PUBLIC WORKS	Hooper, L.
2013	31	Library Bldg Maint (interior painting, carpet cleaning)	\$ 75,000.00	\$ 25,000.00	Procurement	remaining balance	PUBLIC WORKS	Hooper, L.
2014	23	Brooks Library Carpet	\$ 112,000.00	\$ 4,000.00	Procurement	remaining balance	PUBLIC WORKS	Hooper, L.
2023	30	oak street bike path crossing lights	\$ 13,000.00	\$ 13,000.00	Procurement	withdrawn	PUBLIC WORKS	Hooper, L.
2021	29	senior memorial field fencing	\$ 40,181.00	\$ 40,181.00	Procurement	withdrawn	RECREATION	Beebe, E.

	number of projects	percent
awaiting initiation	22	24
complete	22	24
contract awarded	9	10
IFB/RFP	7	8
ongoing	19	21
remaining balance	11	11
withdrawn	2	2
total	92	100

CONTRACTS

PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: Dan Pelletier

DEPARTMENT: Administration

FUNDING SOURCE: 2023 ATM Article 21

Appropriated amount: \$50,000,000.00

Estimated cost: \$4.332M **Actual cost:** _____

PROCUREMENT METHOD:

Exempt under M.G.L. c. 30B, § 1(b)(32A)

PURCHASE DESCRIPTION:

Purchase descriptions should contain the following components (see document on purchase descriptions):
Description of supplies or services required; quantities required; schedule for performance and delivery terms.

Phase 3 Sewer Service Area Construction Phase Services
 Scope of Services includes:
 A1.01-Archaeological and Final Design Work: Complete archaeological site assessment & finalize plans/specs
 A1.02-Bidding & Negotiation: Advertisement of bids, pre-bid meetings, bid opening, review of bids, contract assembly, notice of award issuance
 A1.03-Construction Phase: General contract administration, on-site resident project representative services (RPR), pre-construction conference, construction observation, shop drawing & submittal review, payment application review, assemble/furnish contractor documentation & O&M manuals, post-construction field survey
 A1.04-Post Construction Phase: Site visit to identify & resolve work defects, update existing O&M manuals, MassDEP start-up coordination, furnish asbuilt CAD & GIS files
 *Please see Exhibit A for additional detail

PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW

Funds Available: Finance Director: _____ Account # _____

Approved to proceed: Town Administrator or Designee: _____

**AGREEMENT FOR PROFESSIONAL
ENGINEERING SERVICES
BETWEEN
THE TOWN OF HARWICH, MASSACHUSETTS
AND
GHD Inc
FOR
Phase 3 Sewer Service Area Construction Phase Services**

THIS AGREEMENT made this ____ day of _____ 2024 between GHD Inc., a Massachusetts corporation with a usual place of business at 1545 Iyannough Road, Hyannis, 02601, hereinafter called the "ENGINEER," and the Town of Harwich, MA, acting by its Board of Selectmen, with a usual place of business at Harwich Town Hall, 732 Main Street, Harwich, 02645 hereinafter called the "TOWN".

The ENGINEER and the TOWN, for the consideration hereinafter named, agree as follows:

1. Scope of Work

The ENGINEER shall perform the work set forth in the Scope of Services attached hereto as Exhibit A.

2. Contract Price

The TOWN shall pay the ENGINEER for services rendered in the performance of this Agreement on a time and material basis at the hourly and expenses rates set forth in Exhibit C. The amount to be paid to the ENGINEER shall not exceed \$4,332,000.00 (Four Million Three Hundred and Thirty Two Thousand Dollars) without the prior written consent of the TOWN.

3. Commencement and Completion of Work

- A. This Agreement shall commence on the date that this agreement is signed and shall expire when the project is complete or when project funding has been exhausted, whichever is first, unless terminated sooner in accordance with this Agreement.
- B. Progress and Completion: ENGINEER shall commence work upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure completion in a timely manner, subject to the standard of care below.

4. Performance of the Work

The ENGINEER shall supervise and direct the Work, using reasonable skills and attention, which shall not be less than such state of skill and attention generally rendered by the engineering/design profession for projects similar to the Project in scope, difficulty and location.

A. Responsibility for the Work:

- (1) The ENGINEER shall be responsible to the TOWN for the acts and omissions of his employees, subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the ENGINEER. Consistent with the standard of care referenced above, the ENGINEER shall be responsible for the professional and technical accuracy for all work or services furnished by him or his consultants and subcontractors. ENGINEER makes no warranty, express or implied, with respect to the performance of any service under this Agreement. The professional services to be provided by ENGINEER will be provided in a manner that meets the applicable standard of care. The ENGINEER shall perform his work under this Agreement subject to the standard of care in such that detail checking and reviewing by the TOWN shall not be necessary.
- (2) The ENGINEER shall not employ additional consultants, nor sublet, assign or transfer any part of his services or obligations under this Agreement without the prior approval and written consent of the TOWN. Such written consent shall not in any way relieve the ENGINEER from his responsibility for the professional and technical accuracy for the work or services furnished under this Agreement.
- (3) All consultants must be registered and licensed in their respective disciplines if registration and licensure are required under the applicable provisions of Massachusetts law.
- (4) The ENGINEER and all consultants and subcontractors shall conform their work and services to any guidelines, standards and regulations of any governmental authority applicable to the type of work or services covered by this Agreement.
- (5) The ENGINEER shall not be relieved from its obligations to perform the work in accordance with the requirements of this Agreement either by the activities or duties of the TOWN in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the ENGINEER.
- (6) Neither the TOWN's review, approval or acceptance of, nor payment for any of the work or services performed shall be construed to operate as a waiver of any rights under the Agreement or any cause of action arising out of the performance of the Agreement.

B. Deliverables, Ownership of Documents: One (1) reproducible copy of all drawings, plans, specifications, and other documents prepared by the ENGINEER shall become the property of the TOWN upon payment in full therefor to the ENGINEER. Ownership of stamped drawings and specifications shall not include the ENGINEER's certification or stamp. Any re-use of such documents

without the ENGINEER's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the ENGINEER or to the ENGINEER's independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as an act in derogation of the ENGINEER's rights under this Agreement.

- C. Compliance With Laws: In the performance of the Work, the ENGINEER shall comply with all applicable federal, state and local laws and regulations, including those relating to workplace and employee safety.

5. Site Information Not Guaranteed: Contractor's Investigation

The TOWN shall furnish to the ENGINEER available surveys, data and documents relating to the area which is the subject of the Scope of Work. All such information, including that relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the TOWN. All such information is furnished only for the information and convenience of the ENGINEER and is not guaranteed. It is agreed and understood that the TOWN does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures will be the same as those indicated in the information furnished, and the ENGINEER must satisfy himself as to the correctness of such information. If, in the opinion of the ENGINEER, such information is inadequate, the ENGINEER may request the TOWN's approval to verify such information through the use of consultants or additional exploration. In no case shall the ENGINEER commence such work without the TOWN's prior written consent. Such work shall be compensated as agreed upon by TOWN and ENGINEER.

6. Payments to the Contractor

- A. Cost incurred on this project shall be billed monthly on an hourly basis as outlined in the attached Scope of Services. Payment shall be due 30 days after receipt of an invoice by the TOWN.
- B. If there is a material change in the scope of work, the TOWN and the ENGINEER shall mutually agree to an adjustment in the Contract Price and schedule.
- C. If the TOWN authorizes the ENGINEER to perform additional services, the ENGINEER shall be compensated in an amount mutually agreed upon, in advance, in writing. Except in the case of an emergency, the ENGINEER shall not perform any additional services until such compensation has been so established.

7. Reimbursement

This is as defined in Exhibit C.

8. Final Payment, Effect

The acceptance of final payment by the ENGINEER shall constitute a waiver of all claims for payment by the ENGINEER arising under the Agreement.

9. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

10. Indemnification

- A. General Liability: The ENGINEER shall indemnify and hold harmless the TOWN from and against any and all claims, damages, losses, and expenses, including attorney's fees, to the extent arising out of the performance of this Agreement and to the extent the same relate to matters of general commercial liability, when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent or wrongful acts or omissions of the ENGINEER or his employees, and subcontractors.

- B. Professional Liability: The ENGINEER shall indemnify and hold harmless the TOWN from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement and to the extent the same relate to the professional competence of the ENGINEER's services, when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent acts, negligent errors or omissions of the ENGINEER or his employees, and subcontractors.

11. Insurance

- A. The ENGINEER shall at his own expense obtain and maintain a Professional Liability Insurance policy for errors, omissions or negligent acts arising out of the performance of this Agreement in a minimum amount of \$1,000,000.00 per occurrence with a \$3,000,000 aggregate.

- B. The coverage shall be in force from the time of the agreement to the date when all construction work for the Project is completed and accepted by the TOWN. If, however, the policy is a claims made policy, it shall remain in force for a period of six (6) years after completion.

Since this insurance is normally written on a year-to-year basis, the ENGINEER shall notify the TOWN should coverage become unavailable.

- C. The ENGINEER shall, before commencing performance of this Agreement, provide Workers' Compensation and Employers' Liability Insurance including (i) Workers' Compensation Insurance providing statutory coverage as required by the

Commonwealth of Massachusetts, and (ii) Employers' Liability Insurance coverage with limits of not less than \$500,000 per accident. Each contractors, subcontractors, and consultants performing work on or about the Premises shall have similar policies covering their employees.

- D. The ENGINEER shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this Agreement in the event of loss or destruction until the final fee payment is made or all data are turned over to the TOWN.
- E. The ENGINEER shall also maintain General Liability insurance with liability coverage for personal injury, bodily injury and property damage including Products and Completed Operations with limits not less than \$1,000,000 per occurrence and \$3,000,000 aggregate. Such insurance shall be written on an occurrence basis. This policy shall provide coverage on a primary and non-contributory basis and should name the Municipality as an "Additional Insured".
- F. The ENGINEER shall also maintain Automobile Liability (applicable for any automobile operating exposure) with limits of not less than \$1,000,000 covering all owned, non-owned, hired, rented or leased vehicles. The Municipality should be named as an "Additional Insured".
- A. Evidence of insurance coverage and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Agreement. Any cancellation of insurance, whether by the insurers or by the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice.
- B. Upon request of the ENGINEER, the TOWN reserves the right to modify any conditions of this Article.

12. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

13. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon thirty (30) days' notice to the party in default and the failure within that time of said party to cure its default.

B. The TOWN shall have the right to terminate the Agreement without cause, upon thirty (30) days' written notice to the ENGINEER. In the event that the Agreement is terminated pursuant to this subparagraph, the ENGINEER shall be reimbursed in accordance with the Agreement for all work performed up to the termination date.

14. Miscellaneous

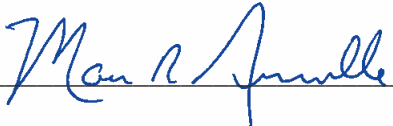
A. Assignment: The ENGINEER shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the TOWN.

B. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the TOWN by its authorized representative who, however, incurs no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

GHD Inc.

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

By: 

Name: Marc R. Drainville, P.E., BCEE
Type or Print

Title: Vice President

By: _____

Name: _____
Type or Print

by its Town Administrator Up to \$50,000

Title: _____

Town Administrator

Approved as to Availability of Funds:

Finance Director (\$ 4,332,000)
Contract Sum



This is **EXHIBIT A**, referred to in and part of the **Agreement between Town of Harwich and GHD for Professional Services**.

GHD's Services

GHD shall provide Basic and Additional Services as set forth below.

PART 1– BASIC SERVICES

A1.01 Archaeological and Final Design Work

- A. Complete Archaeological site assessment in accordance with Exhibit E (PAL Scope of Services – Machine Assisted Archaeological Excavation – Chestnut Lane Site – dated September 26, 2023.)
- B. Complete engineering design of plans and specifications for bidding.

A1.02 Bidding or Negotiating Phase

- A. After acceptance by Town of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), the most recent opinion of probable Construction Cost as determined in the Final Design Phase (which is work under previous separate contract), and upon written authorization by Town to proceed, Engineer shall:
 - 1. Assist Town in advertising for and obtaining bids or proposals for the Work, assist Town in issuing assembled design, contract, and bidding-related documents to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, and receive and process contractor deposits or charges for the issued documents.
 - 2. Attend and facilitate one (1) pre-bid conference each per contract (Harwich Phase 3 Sewer Extension Project Contract 1-E and Contract 2-W) to be held in the Town of Harwich, MA.
 - 3. Prepare and issue Addenda as appropriate to clarify, correct, or change the bidding documents for both Contracts.
 - 4. Provide information or assistance needed by Town in the course of any review of proposals or negotiations with prospective contractors.
 - 5. Consult with Town as to the qualifications of prospective contractors.
 - 6. Consult with Town as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the bidding documents.
 - 7. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph 2.02.A.2 of this Exhibit.
 - 8. Attend one (1) bid opening each per Contract (1-E, 2-W), prepare bid tabulation sheets to meet Town's schedule, assist Town in evaluating bids or proposals, assembling final contracts for

the Work for execution by Town and Contractor, and in issuing notices of award of such contracts.

9. If Town engages in negotiations with bidders or proposers, assist Town with respect to technical and engineering issues that arise during the negotiations.
10. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables:
None.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

A1.03 Construction Phase

A. Upon successful completion of the Bidding and Negotiating Phase Engineer shall:

1. *General Administration of Construction Contract(s)*: Consult with Town and act as Town's representative as provided in the Construction Contracts (1-E, 2-W) concurrently. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contracts shall not be modified, except as Engineer may otherwise agree in writing. Town's instructions to Contractor(s) will be issued through Engineer, which shall have authority to act on behalf of Town in dealings with Contractor(s) to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing. Work is based on both projects running concurrently and managed under one engineering contract.

2. *Resident Project Representative (RPR)*: Provide the services of an RPR(s) at the Site to assist the Engineer and to provide more extensive observation of Contractors' Work. Duties, responsibilities, and authority of *the* RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D. The following are the budgeted hours for RPRs:

Phase 3 Harwich Sewer Extension Project Contracts 1-E and 2-W concurrently. Budgets are based on both projects running concurrently and managed under one engineering contract.

– Contract 1-E: Two (2) Years and Seven (7) months:

- Full RPR for a total of approximately **5,600** hours straight time, and **50** hours overtime at 1.5 x the hourly rate. RPR services will extend over the **700** work day construction period (Final Payment). RPR time shall extend over approximately **135** weeks.

– Contract 2-W: Two (2) Years:

- Full RPR for a total of approximately **4,320** hours straight time, and **50** hours overtime at 1.5 x the hourly rate. RPR services will extend over the **540** work day construction period (Final Payment). RPR time shall extend over approximately **100** weeks.

– Part-time RPR both contracts: for a total of approximately **2,000** hours straight time, and **50** hours overtime at 1.5 x the hourly rate. RPR services will extend over the **700** work day construction period (Final Payment). RPR time shall extend over the duration of the contracts.

3. *Pre-Construction Conference*: *Participate* in a Pre-Construction Conference for each contract prior to commencement of Work at the Site.
4. *Schedules*: Receive, review, and determine the acceptability of schedules that Contractor(s) is required to submit to *Engineer*, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
5. *Not Used*.

6. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work for both Contracts while it is in progress, work and budgets are based on both projects running concurrently and managed under *one* engineering contract:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Town informed of the progress of the Work.
 - b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Town a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.
7. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that *conforms* to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
8. *Clarifications and Interpretations: Field Orders:* Issue *necessary* clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents. Budgets are based on managing up to 30 field orders total for both contracts, Engineer reserves the right to request additional budget if this is exceeded by 10%.
9. *Change Orders and Work Change Directives:* Recommend change orders and Work change directives to Town, as appropriate, and prepare change orders and Work change directives as required. Budgets are based on *managing* up to 70 proposed change orders which would become up to 10 change orders total for both contracts, Engineer reserves the right to request additional budget if this is exceeded by 10%.

10. *Shop Drawings and Samples*: Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the *completed* Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted. Budgets are based on managing up to 250 individual product Shop Drawings (based on two resubmittals each) for both contracts each, Engineer reserves the right to request additional budget if this is exceeded by 5%.
11. *Substitutes and "or-equal"*: Evaluate *and* determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
12. *Inspections and Tests*: Require such special inspections or tests of Contractor's Work as deemed reasonably necessary, and receive and review certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
13. *Disagreements between Town and Contractor*: Render formal written decisions on duly submitted issues relating to the acceptability of Contractor's Work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Town or Contractor, and in writing either deny such Claim in whole or in part, *approve* such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Town or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
14. *Applications for Payment*: Based on Engineer's observations as an experienced and qualified design professional and on review of *Applications* for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Town, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer

responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Town free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Town and Contractor that might affect the amount that should be paid.

15. *Contractor's Completion Documents:* Receive, review, and transmit to Town maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples, and other data approved as provided under Paragraph A1.03.A.10, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in Paragraph A1.03.A.10.
 16. *Substantial Completion:* Promptly after notice from Contractor(s) that Contractor(s) considers the entire Work (of each contract) ready for its intended use, in company with Town and Contractor(s), visit the Project to determine if the Work is substantially complete. If after considering any objections of Town, Engineer considers the Work substantially complete; Engineer shall deliver a certificate of Substantial Completion to Town and Contractor(s).
 17. *Additional Tasks:* Perform or provide the following additional Construction Phase tasks or deliverables:
 - a. Prepare Record Drawings showing appropriate record information based on Project annotated record documents received from each Contractor, and furnishing such Record Drawings to Town.
 - b. Prepare supplemental Operations & Maintenance (O&M) Manual for the pumping station and new sewer collection system associated with the Contract 1-E and 2-W to augment the existing O&M Manual for Harwich's existing system.
 - c. Post construction field survey through use of swing ties and/or GPS of collection system pressure sewer curb stops, and gravity lateral stub terminations. Not including gravity sewer, force mains, sewer chimneys, paving, or other utilities.
 - d. Provide construction updates to the Town to be included on a Town run and operated web page. Updates may include Construction Contract information, brief description of Areas of Work (approximately 40 hours). In addition, during construction period provide public notices based on Contractor(s) schedule for each contract (notices to be issued by Town) and update schedules based on information provided by the Town and Contractor(s).
 - e. SCADA programing: Shall be by others. Not in Contract.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the Construction Contract for the Project (Phase 3 Harwich Sewer Extension Project Contract 1-E and Contract 2-W) or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts, but the work is based on the two contracts running concurrently. Subject to the provisions of Exhibit C, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract (960 calendar

days as of the date of this agreement for Contract 1-E, and 730 calendar days as of the date of this agreement for Contract 2-W).

- C. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A1.04 *Post-Construction Phase*

- A. Upon written authorization from Town during the Post-Construction Phase Engineer shall:
1. Together with Town, visit the Project to observe any apparent defects in the Work, assist Town in consultations and discussions with Contractor(s) concerning correction of any such defects, and make recommendations as to replacement or correction of defective Work, if any.
 2. Together with Town or Town's representative, visit the Project within one (1) month before the end of the correction period to ascertain whether any portion of the Work is subject to correction.
 3. Modify and update the Town's existing Operations and Maintenance Manuals to reflect improvements and updates installed as part of the Project.
 4. Notify MassDEP in writing of the actual date of initiation of operation in accordance with the State's permit.
 5. See Section A1.03.A.17 "Additional Tasks" regarding Post Construction Survey.
 6. Sewer system features currently in AutoCAD .dwg file format will be converted into GIS datalayers, and then provided to the Town for inclusion in their GIS layers (if existing). Features will be provided to the Town in "Massachusetts State Plane Coordinate System NAD 83 FT". Features to be converted to GIS layers per contract number will include:
 - a. Contract No. 1-E and 2-W including: Gravity and low pressure sewer, gravity and low pressure laterals, gravity sewer manholes and appurtenances (i.e. wyes, cleanouts, etc. as available).
 7. Provide data to the Town on major new equipment from Contract 1-E and 2-W in an acceptable format to be integrated into their asset management/operations management software.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate Twelve (12) months after the Construction Contract's original final completion date for Contract 1-E, which is the longer of the two Contracts. Contracts are assumed to begin concurrently.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Town's Written Authorization*

- A. If authorized in writing by Town, Engineer shall furnish or obtain from others Additional Services of the types listed below.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Town or others.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Town's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
4. Services required as a result of Town's providing incomplete or incorrect Project information to Engineer.
5. Providing renderings or models for Town's use.
6. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Town in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Town.
7. Furnishing services of Consultants for other than Basic Services.
8. Services during out-of-town travel required of Engineer other than for visits to the Site or Town's office.
9. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Town; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
10. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Town for the Work or a portion thereof.
11. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
12. Providing construction surveys and staking to enable Contractor to perform its Work other than as required under Paragraph A1.03.A.17, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
13. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.
14. Providing assistance in responding to the presence of any Constituent of Concern at the Site, as defined in the Massachusetts Contingency Plan, in compliance with current Laws and Regulations.
15. Not Used.
16. Preparation of operation and maintenance manuals beyond what is required under A1.04.A.3.
17. Preparing to serve or serving as a consultant or witness for Town in any litigation, arbitration, or other dispute resolution process related to the Project.
18. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Town.

19. Assistance in connection with the adjusting of Project equipment and systems.
20. Assistance to Town in training Town's staff to operate and maintain Project equipment and systems.
21. Assistance to Town in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.
22. Overtime Work requiring higher than regular rates.
23. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.
24. Services which exceed those as stipulated in Paragraph A1.03 at the values provided in C1.01.A.1.c.

A2.02 Additional Services Not Requiring Town's Written Authorization

- A. Engineer shall advise Town in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Town. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Town.
 1. Services in connection with Work change directives and change orders to reflect changes requested by Town.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern as defined in the Massachusetts Contingency Plan or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed Work by Contractor, (5) acceleration of the progress schedule involving services beyond normal Working hours, or (6) default by Contractor.
 5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Town prior to Substantial Completion.
 6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.
 7. Services during the Construction Phase rendered after the original date for completion of the Work referred to in A1.03.B.
 8. Reviewing a Shop Drawing more than three (3) times, as a result of repeated inadequate submissions by Contractor.
 9. While at the Site, compliance by Engineer and its staff with those terms of Town's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.

PART 3– CLEAN WATER STATE REVOLVING FUND PROVISIONS

A3.01 *Clean Water State Revolving Fund*

- A. This Project is funded in part through the Massachusetts Department of Environmental Protection Clean Water State Revolving Fund. As such, the following provisions apply.
1. The Town and the Engineer agree that the following provisions apply to the eligible work to be performed under this agreement and that such provisions supersede any conflicting provisions of this agreement.
 2. The Work under this Agreement is funded in part by the water pollution abatement fund authorized under M.G.L. Ch. 29C. Neither the Commonwealth of Massachusetts nor the Massachusetts Department of Environmental Protection (MassDEP) nor the Water Pollution Abatement Trust is a party to this Agreement. As used in these clauses, the words "the date of execution of this Agreement" means the date of execution of this Agreement and any subsequent modification of the terms, compensation, or scope of services pertinent to unperformed Work.
 3. The Town's rights and remedies provided in these clauses are in addition to any other rights and remedies provided by law or this Agreement.
 4. The Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the Engineer under this Agreement. The Engineer shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in his designs, drawings, specifications, reports, and other services produced under this Agreement.
 5. The Engineer shall perform such professional services as may be necessary to accomplish the Work required to be performed under this Agreement, in accordance with this Agreement and applicable MassDEP requirements in effect on the date of execution of this Agreement.
 6. The Town's or MassDEP's approval of drawings, designs, specifications, reports, and incidental Work or materials furnished hereunder shall not in any way relieve the Engineer of responsibility for the technical adequacy of his Work. Neither the Town's nor MassDEP's review, approval, or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
 7. The Engineer shall be and shall remain liable, in accordance with applicable law, for all damages to the Town or MassDEP caused by the Engineer's negligent performance of any of the services furnished under this Agreement, except for errors, omissions or other deficiencies to the extent solely attributable to the Town, Town furnished data, or any third party not controlled by the Engineer. The Engineer shall not be responsible for any time delays in the Project caused by circumstances beyond the Engineer's control. Where innovative processes or techniques are recommended by the Engineer and are used, the Engineer shall be liable only for gross negligence to the extent of such use.
 8. The services to be performed by the Engineer shall include all services required to complete the scope of Work as defined and set out in this Exhibit A, to which these provisions have been added in accordance with applicable regulations.
 9. The Town may, at any time, by written order, make changes within the general scope of this Agreement in the services or Work to be performed. If such changes cause an increase or decrease in the Engineer's cost of, or time required for, performance of any services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. The Engineer must assert any claim for adjustment under this clause in writing within 30 days from the date of receipt by the Engineer of

the notification of change, unless the Town grants a further period of time before the date of final payment under this Agreement.

10. No services for which an additional compensation will be charged by the Engineer shall be furnished without the written authorization of the Town.
11. In the event that there is a modification of MassDEP requirements relating to the services to be performed under this Agreement after the date of execution of this Agreement, the increased or decreased cost of performance of the services provided for in this Agreement shall be reflected in an appropriate modification of this Agreement.
12. Either party may terminate this Agreement, in whole or in part, in writing, if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party. However, no such termination may be effected unless the other party is given: 1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and 2) an opportunity for consultation with the terminating party before termination.
13. The Town may terminate this Agreement, in whole or in part, in writing, for its convenience, if the termination is for good cause (such as for legal or financial reasons, major changes in the Work or program requirements, initiation of a new phase) and the Engineer is given: 1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and 2) an opportunity for consultation with the terminating party before termination.
14. If the Town terminates for default, an equitable adjustment in the price provided for in this Agreement shall be made, but 1) no amount shall be allowed for anticipated profit on services not performed or other Work, and 2) any payment due to the Engineer at the time of termination may not be adjusted to the extent of any additional costs the Town incurs because of the Engineer's default. If the Engineer terminates for default or if the Town terminates for convenience, the equitable adjustment shall include a reasonable profit for services or other Work performed. The equitable adjustment for any termination shall provide for payment to the Engineer for services rendered and expenses incurred before the termination, in addition to termination settlement costs the Engineer reasonably incurs relating to commitments which had become firm before the termination.
15. Upon receipt of a termination action under paragraphs (13) or (14), the Engineer shall: 1) promptly discontinue all services affected (unless the notice directs otherwise), and 2) deliver or otherwise make available to the Town all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as the Engineer may have accumulated in performing this Agreement, whether completed or in process.
16. Upon termination under paragraph (13) or (14), the Town may take over the Work and prosecute the same to completion by agreement with another party or otherwise. Any Work the Town takes over for completion will be completed at the Town's risk, and the Town will hold harmless the Engineer from all claims and damages arising out of improper use of the Engineer's Work.
17. If, after termination for failure of the Engineer to fulfill contractual obligations, it is determined that the Engineer had not so failed, the termination shall be deemed to have been effected for the convenience of the Town. In such event, adjustment of the price provided for in this Agreement shall be made as paragraph (14) provides.
18. Except as this Agreement otherwise provides, all claims, counter claims, disputes, and other matters in question between the Town and the Engineer arising out of or relating to this Agreement or the breach of it will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction pursuant to the laws of Massachusetts.

19. The Engineer shall maintain books, records, documents, and other evidence directly pertinent to performance on eligible Work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied. The Engineer shall also maintain the financial information and data used by the Engineer in the preparation or support of the cost submission and a copy of the cost summary submitted to the Town. The Governor, the Secretary of Administration and Finance, MassDEP and State Auditor's Office or any of their duly authorized representatives, shall have access to such books, records, documents, and other evidence for inspection, audit, and copying. The Engineer will provide proper facilities for such access and inspection.
20. The Engineer agrees to include paragraphs (19) - (23) in all his contracts and all subcontracts directly related to Project performance that are in excess of \$25,000.
21. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies).
22. The Engineer agrees to the disclosure of all information and reports resulting from access to records under paragraphs (19) or (20), to any of the agencies referred to in paragraph (19), provided that the Engineer is afforded the opportunity for an audit exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report and that the final audit report will include written comments of reasonable length, if any, of the Engineer.
23. The Engineer shall maintain and make available records under paragraph (19) and (20) during performance on eligible Work under this Agreement and until seven (7) years from the date of final payment for the Project. In addition, those records which relate to any "Dispute", appeal under an assistance agreement, to litigation, to the settlement of claims arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date of resolution of such appeal, litigation, claim, or exception if such date is later than seven years from the date of final payment.
24. If the Town or MassDEP determine that any price, including fee, negotiated in connection with this Agreement or any cost reimbursable under this Agreement was increased by any sums because the Engineer or any subconsultant furnished incomplete or inaccurate cost or pricing data or data not current as certified in his certification of current cost or pricing data, then such price, cost, or fee shall be reduced accordingly and the Agreement shall be modified in writing to reflect such reduction.
25. Any sub-Engineers and outside associates or consultants required by the Engineer in connection with services under this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations, or as the Town specifically authorizes in writing during the performance of this Agreement. The Town must give prior approval for any substitutions in or additions to such subconsultants, associates, or consultants.
26. In connection with the performance of Work under this Contract, the Engineer shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, sex, sexual orientation, genetic information, military service, age, ancestry or disability, shall not discriminate in the selection or retention of subconsultants, and shall not discriminate in the procurement of materials and rentals of equipment.
27. The Engineer warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty the Town shall have the right to annul this Agreement without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

28. If it is found, after notice and hearing, by the Town that the Engineer, or any of the Engineer's agents or representatives, offered or gave gratuities (in form of entertainment, gifts, or otherwise), to any official, employee or agent of the Town, or of the state, in an attempt to secure a contract or favorable treatment in awarding, amending, or making any determination related to the performance of this Agreement, the Town may, by written notice to the Engineer, terminate the right of the Engineer to proceed under this Agreement. The Town may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts upon which the Town bases such findings shall be in issue and may be reviewed in proceedings under the remedies clause of this Agreement.
29. In the event this Agreement is terminated as provided in paragraph (28), the Town shall be entitled: 1) To pursue the same remedies against the Engineer as it could pursue in the event of a breach of the Contract by the Engineer, and 2) as penalty, in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Town) which shall be not less than three (3) nor more than ten (10) times the costs the Engineer incurs in providing any such gratuities to any such officer or employee.
30. MassDEP has the right to use, duplicate, and disclose, in whole or in part, in any manner for any purpose whatsoever, any plans, drawings, designs, specifications, computer programs (which are substantially paid for with Trust funds), technical reports, operating manuals, and other Work submitted with an application or which are specified to be delivered under this Agreement or which are developed or produced and paid for under this Agreement. The Town and MassDEP reserve a royalty free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so. The Engineer shall include appropriate provisions to achieve the purpose of this condition in all subcontracts expected to produce copyrightable subject data.
31. All such subject data furnished by the Engineer pursuant to this Agreement are instruments of his services in respect of the Project. It is understood that the Engineer does not represent such subject data to be suitable for reuse on any other project or for any other purpose. If the Town reuses the subject data without the Engineer's specific written verification or adaptation, such reuse will be at the sole risk of the Town, without liability to the Engineer. Any such verification or adaptation will entitle the Engineer to further compensation at rates agreed upon by the Town and the Engineer.



This is **EXHIBIT B**, referred to in and part of the **Agreement between Town of Harwich and GHD for Professional Services**.

Town's Responsibilities

- B1.01 Town shall provide the following to the extent said information is reasonably available to Town:
- A. Provide Engineer with all criteria and full information as to Town's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Town will require to be included in the Drawings and Specifications; and furnish copies of Town's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
 - B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
 - C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 - 5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 - 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
 - D. Give prompt written notice to Engineer whenever Town observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern as defined in the Massachusetts Contingency Plan, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.
 - E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
 - F. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Town deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
 - G. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

- H. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide as required for the Project:
 - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2. Legal services with regard to issues pertaining to the Project as Town requires, Contractor raises, or Engineer reasonably requests.
 - 3. Such auditing services as Town requires to ascertain how or for what purpose Contractor has used the moneys paid.
- I. Place and pay for advertisement for Bids in appropriate publications.
- J. Advise Engineer of the identity and scope of services of any independent consultants employed by Town to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- K. Furnish to Engineer data as to Town's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Town so that Engineer may assist Town in collating the various cost categories which comprise Total Project Costs.
- L. If Town designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Town at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- M. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Substantial Completion and final payment visits to the Project.
- O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Town, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- P. Provide Engineer with the findings and reports generated by the entities providing services to Town pursuant to this paragraph.
- Q. Provide a written list of Town codes, laws, and regulations to be incorporated into the design documents.
- R. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.



This is **EXHIBIT C**, referred to in and part of the **Agreement between Town of Harwich and GHD for Professional Services**.

Payments to Engineer for Services and Reimbursable Expenses

C1.01 Compensation for Basic Services

A. Town shall pay Engineer for Basic Services set forth in Exhibit A as follows:

1. An amount equal to Engineer's Salary Cost times a factor of 2.40 for all Basic Services by principals and employees engaged directly on the Project, plus Reimbursable Expenses.
 - a. Additional Design Services (\$100,000.00)
 - 1) Engineer's costs and reimbursable expenses estimated to be up to Ninety Thousand Dollars (\$90,000.00);
 - 2) Engineer's Consultant's charges, estimated to be up to Ten Thousand Dollars (\$10,000.00).
 - b. Construction Phase Services (\$4,232,000.00)
 - 1) Engineer's costs and reimbursable expenses estimated to be up to Three Million Two Hundred and Thirty-Two Thousand Dollars (\$3,232,000);
 - 2) Engineer's Consultant's charges, estimated to be up to One Million Dollars (\$1,000,000);
 - c. For a total project not-to-exceed amount of up to Four Million Three Hundred and Thirty-Two Thousand Dollars (\$4,332,000.00).
2. Engineer's Reimbursable Expenses Schedule as shown in Paragraph C1.02.A.
3. The total compensation for Engineer's services incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultant's charges.
4. The portion of the amounts billed for Engineer's services will be based on Paragraph C1.01.A.1 for the cumulative hours charged to the Project incurred during the billing period by Engineer's principals and employees, plus Reimbursable Expenses and Engineer's Consultant's charges. GHD may alter the distribution of compensation within individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Town.
5. Not Used.

C1.02 Compensation for Reimbursable Expenses

A. Town shall pay Engineer for all Reimbursable Expenses at the rates set forth below:

Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A.

Mileage:	Approved (2024) IRS rate currently established at 67 ¢/mile
Consultants:	Cost plus 7.5%

Other expenses: Actual cost

- B. In addition, if authorized in advance by Town, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project.

C1.03 *Other Provisions Concerning Payment*

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.075.
- B. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. *Estimated Compensation Amounts:*
 - 1. Engineer's estimate of the amounts that will become payable for specified services are the basis for this Agreement and are binding on the parties. The parties understand that due to changed circumstances, the amounts may be different.

In which case, if the total compensation amount thus estimated will be exceeded, Engineer shall give Town written notice thereof, allowing Town to consider its options, including suspension or termination of Engineer's services for Town's convenience. Upon notice, Town and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Town shall either exercise its right to suspend or terminate Engineer's services for Town's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Town decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Town and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

- D. To the extent necessary to verify Engineer's charges and upon Town's timely request, Engineer shall make copies of such records available to Town.

C1.04 *Not Used*

C1.05 *Compensation for Additional Services*

- A. Town shall pay Engineer for Additional Services as follows:
 - 1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.17, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each Engineer's personnel times the Engineer's applicable Billing Rate, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
- B. *Compensation for Reimbursable Expenses:*
 - 1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C1.01 and are directly related to the provision of Additional Services, Town shall pay Engineer at the rates set forth in C1.02 A.
 - 2. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities;

toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A. In addition, if authorized in advance by Town, Reimbursable Expenses will also include expenses incurred for and the use of highly specialized equipment.

3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to Additional Services.

C. Other Provisions Concerning Payment for Additional Services:

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.075.
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Town's timely request, Engineer shall make copies of such records available to Town.



This is **EXHIBIT D**, referred to in and part of the **Agreement between Town of Harwich and GHD for Professional Services**.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

D2.01 *Resident Project Representative*

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree.
- B. Through RPR's observations of Contractor's work in progress and field checks of materials and equipment, Engineer shall endeavor to provide further protection for Town against defects and deficiencies in the Work. However, Engineer shall not, during such RPR field checks or as a result of such RPR observations of Contractor's work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for security or safety at the Site, for safety precautions and programs incident to any contractor's work in progress, or for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any contractor nor assumes responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific terms set forth in Paragraph A1.02 of Exhibit A of the Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 1. *General:* RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Town only with the knowledge of and under the direction of Engineer.
 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
 4. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee; assist in providing information regarding the intent of the Contract Documents.
 - b. Assist Engineer in serving as Town's liaison with Contractor when Contractor's operations affect Town's on-Site operations.
 - c. Assist in obtaining from Town additional details or information, when required for proper execution of the Work.

5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and accepted Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been accepted by Engineer.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. *Review of Work and Rejection of Defective Work:*
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
9. *Inspections, Tests, and System Start-ups:*

Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.

 - a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Town's personnel, and that Contractor maintains adequate records thereof.
 - b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
 - c. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.
10. *Records:*
 - a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives, addenda, additional Drawings issued subsequent to the execution of the Construction Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
 - b. Prepare a daily report or keep a diary or logbook, recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

- c. Record names, addresses, fax numbers, email addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

11. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed change orders, work change directives, and field orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Town copies of all inspection, test, and system start-up reports.
- d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern as defined in the Massachusetts Contingency Plan.

12. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Town prior to payment for that part of the Work.

14. *Completion:*

- a. Participate in visits to the Project to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- b. Participate in a final visit to the Project in the company of Engineer, Town, and Contractor, and prepare a final list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance.

D. Resident Project Representative shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of Engineer's authority as set forth in this Agreement.
- 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of Contractor's work.
- 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Town or Contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Town to occupy the Project in whole or in part.

Exhibit E

PAL Scope of Services



Scope of Services

Harwich Sewer System

Phase 3

Harwich, Massachusetts

*Machine -Assisted Archaeological
Excavation*

Chestnut Lane Site

September 26, 2023

PAL PN 4384.01

Submitted to:

GHD
1545 Iyannough Road
Hyannis, MA 02601

PAL is assisting GHD, on behalf of the Town of Harwich, with cultural resource management services in support of the new sewer collection system in Harwich, Massachusetts. PAL's prior investigations including an intensive (locational) survey and archaeological site examination at the documented a significant archaeological site within the Chestnut Pumping Station project area. The Chestnut Lane Site is a significant archaeological resource that has provided important new information about eighteenth century land use in a section of Harwich that has not been studied.

The archaeological testing completed to date identified the horizontal and vertical site boundaries and assessed the integrity of the site deposits. Following completion of the site examination, PAL provided preliminary recommendations to GHD and the Town to avoid impacts to the archaeological site where possible, and the project was redesigned to avoid the majority of the Chestnut Lane Site. An approximately 450 square foot (sq ft) portion of the project area may be impacted by the revised construction plan, and PAL recommended that prior to the start of construction, an archaeologist monitor the machine-assisted removal of topsoils and overburden with this 450 sq ft area (Figure 1). The excavation would be designed to identify any intact archaeological features and, if present, to excavate the features if they cannot be avoided.

The Massachusetts Historical Commission (MHC) reviewed the PAL site examination management memorandum and concurred with PAL's recommendations in a letter dated September 6, 2023 and amended State Archaeologist's permit no. 4254 to complete the additional excavation. This scope of services outlines the tasks that will be completed as part of the archaeological investigations within the Chestnut Pumping Station project area. Also included is a project schedule and cost proposal. A copy of PAL's site examination memorandum and this scope of services will also be forwarded to



the Mashpee Wampanoag Tribe and Wampanoag Tribe of Gay Head Aquinnah Tribal Historic Preservation Offices (THPOs).

Task 1: Consultation/Coordination

Lead project personnel will coordinate the fieldwork with GHD and the Town. PAL will provide a copy of the memo/proposal to the Mashpee Wampanoag Tribe and Wampanoag Tribe of Gay Head Aquinnah Tribal Historic Preservation Offices (THPOs) and inform the THPOs of the field schedule so that a cultural resource monitor can be present.

Task 2: Machine-Assisted Topsoil Excavation

Following completion of the hand testing, machine-assisted topsoil excavation will be conducted in all areas where ground disturbance may occur. *For purposes of this proposal, PAL assumes that the machine-assisted excavation will be completed across the approximately 450 sq ft portion of the site area shown on Figure 1.*

Machine-assisted excavation can be completed after any trees or dense vegetation are removed. *PAL's proposal assumes that the Town will be responsible for staking out the project area limits and that the trees/vegetation will be short-cut near the ground surface prior to the start of the PAL machine fieldwork.*

The PAL field crew will direct the operator of a machine equal in size to a Komatsu 150 excavator equipped with a rolling steel tread and a flat-edge grading bucket. *PAL's proposal assumes that the Town will be responsible for providing the machine and operator.* Stripped soils will be stockpiled on-site during the fieldwork portion of the project and can be backfilled following all mapping and excavation activities. Based on previous investigations in the project area, this will involve the removal of approximately 10-16 inches of overburden/topsoil in most areas. The machine excavation is designed to expose features as soon as they become visible in the subsoil matrix, but not to impact them. The purpose of this activity will be to ensure the identification of all cultural features that may be present. If cultural features are present, they should be clearly visible in the subsoil matrix.

If, during the course of any of the field activities, any human remains are identified in situ or within stripped soils, all work on-site will cease and the project proponent, State Archaeologist, Massachusetts Commission on Indian Affairs, and WTGH/A THPO will be notified immediately, in accordance with the Massachusetts Unmarked Burial Law. The excavation of human burials requires additional consultation and a separate permit from the State Archaeologist.

Once the subsoil strata are exposed, the PAL field crew will identify, number, and map all archaeological features or deposits. Any cultural materials identified on the exposed surface will be collected and recorded with provenience information. Any exposed cultural features will be photographed, mapped on scaled project plans and recorded using hand-held GPS technology.



Task 3. Feature Excavation

If any archaeological features are identified within the project area, PAL archaeologists will hand excavate one hundred percent to the feature located in the project impact area. Excavation will be completed in 10 centimeter (cm) levels and all feature soils will be screened through 1/4-inch hardware cloth. Measured plan and profile drawings will be recorded for each feature. Representative feature soil samples will be collected and brought back to the PAL laboratory facility for possible analysis, flotation, and characterization studies. Charcoal samples from features will be retained for radiocarbon dating. Measured plan and profile drawings will be recorded for each feature. Diagnostic artifacts will be recorded on separate forms including three-dimensional provenience where possible. Excavation notes will be kept for each feature supplemented by the scaled profile and plan drawings. Photographic records of all features will be recorded with digital media.

Task 4: Laboratory Processing and Analyses

All recovered archaeological materials will be returned to the PAL facility for cleaning, identification, and cataloging. Other archaeological samples collected in the field will be processed at the PAL facility. Analyses of cultural materials recovered during the excavation will concentrate on categories of information most useful for addressing archaeological research questions posed as part of the site examination.

Task 5: Report Preparation

Following the completion of all fieldwork, laboratory processing, and all specialized analyses PAL will include the results of the machine-assisted and feature excavation in a technical report that includes the results of the intensive survey and site examination. The report will conform to the guidelines set forth by the MHC and the National Park Service in the "Recovery of Scientific, Prehistoric, Historic, and Archaeological Data," 36 CFR Part 66 Appendix A. Draft copies of the report will be submitted for review and comments by the MHC, GHD, and the Town. The completed final technical report will follow the draft review. An updated archaeological site form will be completed and submitted to MHC.

Project Personnel

Archaeological investigations will be carried out under the direction of Holly Herbster, Principal Investigator. All supervisory personnel meet the qualifications set by the National Park Service (36 CFR Part 66, Appendix C) for direction of archaeological projects.

Project Schedule

PAL is prepared to initiate the project on receipt of a notice-to-proceed from the project proponent. The field investigations will take one day for the machine-assisted excavation and up to two additional days for feature excavation and can be scheduled as requested by the Town. Under the State Archaeologist's permit regulations, fieldwork cannot be conducted when the ground is frozen or obscured by snow cover. The proponent will be notified of the results immediately following the completion of fieldwork. The summary report can be submitted within 60 days of the completion of all fieldwork.



Cost

A fee proposal is attached.



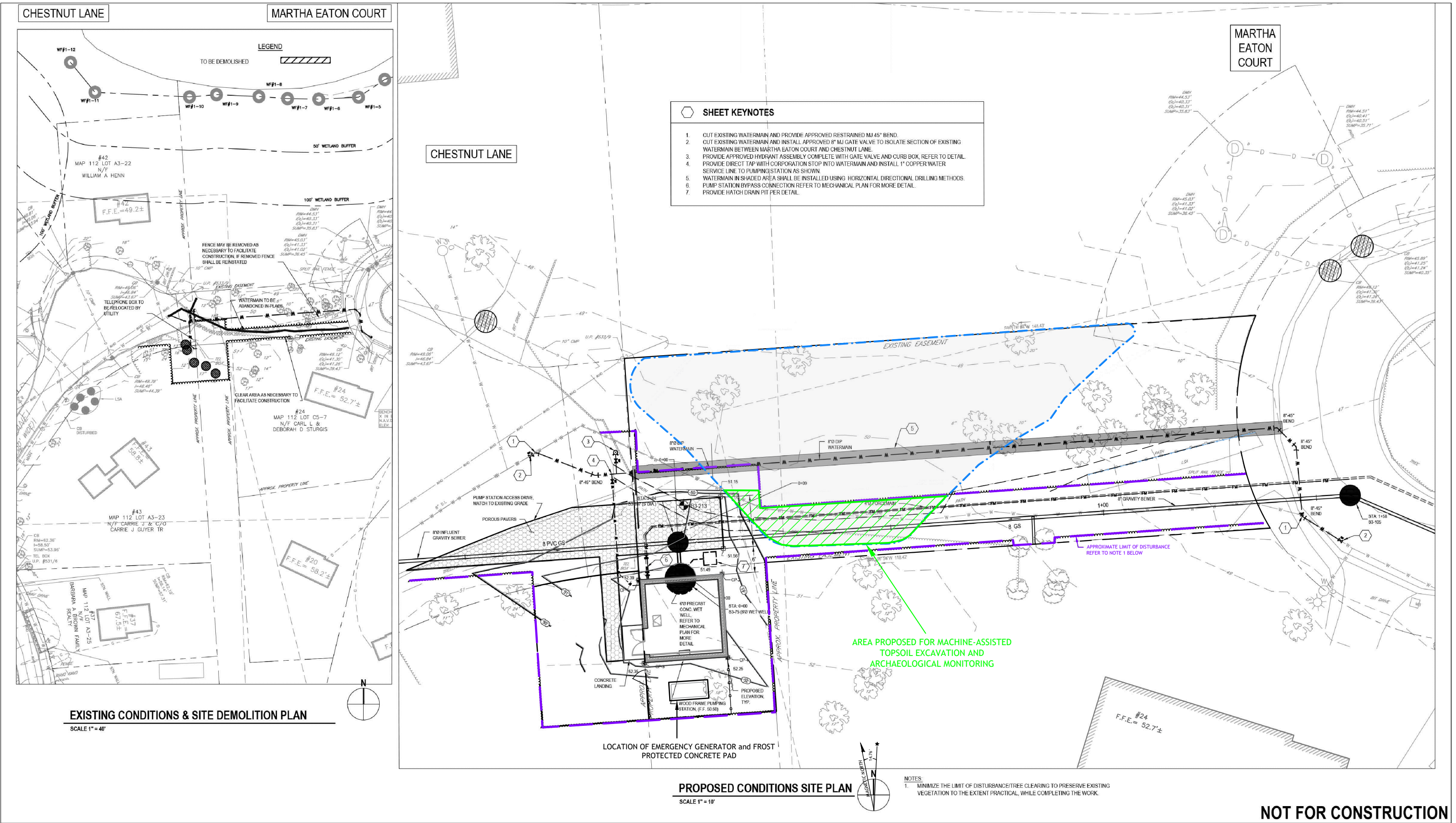
PUBLIC ARCHAEOLOGY LABORATORY

- COST PROPOSAL -

PREPARED FOR **GHD**
 DATE **September 26, 2023**
 PROJECT **Harwich Sewer Phase 3**
 SERVICES **Machine-Assisted Excavation
 Chestnut Pumping Station**

PERSONNEL	TASK	HOURS	RATE	COST
Principal Investigator	Consultation /Coordination	6	139.04	834
	Technical Report	6	139.04	834
Project Archaeologist	Coordination	2	88.70	177
	Field- Machine Excavation	9	88.70	798
Archaeologist	Field- Feature Excavation	18	88.70	1,597
	Field- Machine Excavation	9	69.52	626
	Field- Feature Excavation	18	69.52	1,251
Laboratory Manager	Laboratory Coordination	1	103.08	103
Laboratory Analyst	Data Entry /Cataloguing	4	88.70	355
	Analyses	2	88.70	177
Laboratory Technician	Processing /Curation	6	69.52	417
Publication Specialist	Formatting /Editing	2	103.08	206
GIS Specialist	Technical Maps	1	103.08	103
CAD Specialist	Technical Graphics	4	79.11	316
TOTAL PERSONNEL COSTS		88		7,796
OTHER EXPENSES	DESCRIPTION			COST
Postage	Priority + Express Mail			35
Expendable Supplies	Archival Paper + Field Supplies			50
Curation - Supplies	0.25 Boxes @ \$	110.00		28
Mileage	250 Miles @ \$	0.600		150
Per Diem Lodging	4 Nights @ \$	175.00		700
Per Diem Meals	6 Days @ \$	60.00		360
TOTAL OTHER EXPENSES				1,323
TOTAL PAL COST PROPOSAL				9,118
<p><i>* This quote is valid for 120 days from date listed above.</i></p>				

\\PAL-Files\Vol1\Projects\4384.02_Harwich Sewer Phase 3_Site Exam\Production\Maping\Map CAD\4384.02_Client_Map.dwg, 8/25/2023 12:21:25 PM



Harwich Sewer Phase 3 Intensive Source/Revision/Issue Date PAL modified 08/2023 Map source: GHD, Inc. 08/2023		Bar is one inch on original size sheet 0 15 30ft		GHD GHD Inc. 1545 Iyannough Road Hyannis MA 02601 USA T 1 774 470 1630 F 1 774 470 1631 W www.ghd.com		Client TOWN OF HARWICH, MASSACHUSETTS Project PHASE 3 HARWICH SEWER EXTENSION PROJECT CONTRACT 1-E		Title CHESTNUT LANE PUMPING STATION - SITE PLAN Project No. 12577255 Date JUNE 2023 Scale H: 1" = 40' V: 1" = 4'		NOT FOR CONSTRUCTION Sheet No. CS500 Size ARCH D	
Author F. ERWIN Drafting Check J. O'BRIEN Project Manager J. GREGG Designer F. ERWIN Design Check J. O'BRIEN Project Director M. DRAINVILLE		Limit of Intact Post-Contact Site Area Limit of Work		Conditions of Use This document and the ideas and designs incorporated herein, as an instrument of professional service, is the property of GHD. This document may only be used by GHD's client (and any other person who GHD has agreed can use this document) for the purpose for which it was prepared and must not be used by any other person or for any other purpose.		No Issue Checked Approved Date		The base information contained in this map was supplied to PAL as a professional courtesy for informational and illustrative purposes only. PAL makes no warranty, either expressed or implied, regarding the fitness or suitability of this map for any other purpose than to depict the location and/or results of cultural resource investigations conducted by PAL.		PRIVILEGED INFORMATION - DO NOT RELEASE	

Figure 1. Plan showing revised Chestnut Lane Pumping Station construction layout and area of proposed machine-assisted archaeological excavation.

TOWN
ADMINISTRATOR'S
REPORT

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Joseph F. Powers, *Town Administrator*

Meggan M. Eldredge, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA 02645



Memo

To: Select Board
Joseph F. Powers, Town Administrator

From: Meggan Eldredge, Assistant Town Administrator *ME*

RE: Grant Agreement with Duffy Health Center

Date: January 24, 2024

This memo corresponds to the attached executed grant agreement between the Town of Harwich and Dufy Health Center in the amount of \$10,000.

Article 14 of the 2023 Annual Town Meeting authorized the use of opioid settlement funds. The Opioid Working Group discussed a variety of uses for this settlement money and an agreement with Duffy Health Center was included. The Select Board voted to move forward with working with Duffy on a recovery-type of project targeted towards improving outcomes of adolescents impacted by opioid addiction.

The agreement allows for up to \$10,000 to be used by the Duffy Health Center to support the Recovery Build Alternative Peer Group. This group is currently operated out of a space in the Town of Dennis and serves adolescents from Harwich, giving individuals a safe and comfortable environment for peer support.

PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: Schoener DEPARTMENT: Health

FUNDING SOURCE: Opioid Settlement Funds 015102-538003

Appropriated amount: \$37,500.00 Estimated cost: _____ Actual cost: _____

PROCUREMENT METHOD:

30B exempt for contract with health service providers This is a grant agreement.

PURCHASE DESCRIPTION:

Purchase descriptions should contain the following components (see document on purchase descriptions):
Description of supplies or services required; quantities required; schedule for performance and delivery terms.

Funding for a recovery coach program to assist with the public health impacts of opioid addiction. Program will connect individuals with services and treatment to address risks and improve outcomes. Supports recovery efforts of individuals in harwich.

PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW 01122A2/623014

Funds Available: Finance Director: Megan Green Account # ATM 23 #14
36E65676E18A4AC... \$37,500.00

Approved to proceed: Town Administrator or Designee: Joseph F. Powers
0623C0C5799644E...

GRANT AGREEMENT

For

RecoveryBuild Alternative Peer Group Program (APG)

Between

DUFFY HEALTH CENTER

And

THE TOWN OF HARWICH, MASSACHUSETTS

This GRANT AGREEMENT is made on this 24th day of, 202u, by and between the Town of Harwich (the "Grantor") and Duffy Health Center, having an address of 94 Main Street, Hyannis, MA 02601 (the "Grantee"), hereinafter referenced together as the "Parties" and individually as a "Party".

WITNESSETH:

WHEREAS, the town represented by the Grantor has an interest in maintaining and improving the health and wellness of the citizens and visitors in their community who may be struggling with challenges related to substance use disorder; and

WHEREAS, the Grantee has proposed a RecoveryBuild Alternative Peer Group (APG) program that has been proven to successfully address the above issues by providing a comprehensive peer center where participants can actively participate in their treatment plans to address their risks and improve outcomes;

NOW THEREFORE, the Grantor and the Grantee agree as follows:

1. Funding. The Grantor shall disburse the funds to Grantee upon a re-imbursement basis on the condition that the Grantee shall use the Funds only for the purposes of providing the Services, as set forth more particularly in the Scope of Services, attached as Attachment A, and in accordance with the terms of this Grant Agreement.
2. Conditions.
 - a) Excess or unused Funds will be returned to the Town of Harwich.
 - b) Compliance with the reporting requirements set forth in Section 16.
3. Contact. The Grantee identifies the following as contact persons for the purpose of this grant: Daniel Rodrigues, LICSW, PMH-C, as the primary contact for service provision; Heidi Nelson, FACHE as the primary contact for overall grant administration. .
The Town of Harwich identifies the following as contact person for the purpose of this grant: Ashley Symington, LMHC, NCC, Harwich Director of Youth and Family Services.
4. Budget. Grant Funds shall be provided on reimbursement basis as per section 1. If the Grantor determines that Funds have been spent on goods and/or services not included in the project budget, reimbursement may not be authorized.
5. Liability of the Grantor. The Grantor's liability hereunder shall be to make the payment

specified in Section 1 of this Grant Agreement, provided that the conditions set forth herein are followed, and the Grantor shall be under no further obligation or liability. Nothing in this Grant Agreement shall be construed to render the Grantor or any elected or appointed officials or employees of the Grantor, or their successors in office, personally liable for any obligation under this Grant Agreement.

6. Indemnification. The Grantee shall indemnify, defend, and hold the Grantor and Grantor's departments, officers, employees, servants and agents harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorneys' fees, arising out of or relating to the Grantee's performance of the Services, or the negligence or misconduct of the Grantee or the Grantee's agents or employees.
7. Insurance. The Grantee shall maintain General Liability Insurance in the following minimum amounts: \$1 million each occurrence and \$3 million aggregate limit. In addition, evidence of Professional Liability Insurance will be provided upon request. As a federally qualified health center ("FQHC"), Grantee's coverage is provided through the Federal Tort Claims Act ("FTCA"),
8. Health Information. The Grantee shall strictly comply with all laws and regulations relating to the privacy of health information, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and 42 CFR Part 2.
9. Approach. APG services will be provided by the Grantee as described in their scope of services, attached.
10. Reports. The Grantee shall provide annual data reports as outlined in the Scope of Services within 30 days of the end of the grant period (June 30, 2024).
11. Record Keeping. The Grantee agrees to keep, for a period of six (6) years after the Project is completed, such records with respect to the utilization and the proceeds of this Grant Agreement as are kept in the normal course of business and such additional records as may be required by the Grantor. The Grantee further agrees to make these records available to the Grantor upon request. All information about clients will be aggregated and de-identified to protect client identity and privacy.
12. Payments. The Grantor shall in accordance with Section 1 disburse an amount not to exceed \$10,000 to Grantee for the cost of Services at the close of each month after submission of Requests for Funds as required by section 10. Any cost related to performing the Services in excess of the Funds shall be paid by Grantee. Notwithstanding anything herein to the contrary, if the actual total cost of performing the work is less than the Funds (the difference between the two amounts referred to hereinafter as the "Excess"), the Grantor shall have no obligation to pay the Excess.
13. Successors and Assigns. This Grant Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither party shall assign, subcontract or otherwise transfer this Grant Agreement, in whole or in part, without the prior written consent of the other party.
14. Termination. In the event either Party fails to fulfill all obligations under the terms of this Grant Agreement, and such failure is not cured within thirty (30) days after the Party given written notice to the other Party specifying such failure, the non-defaulting Party shall have

the right, in its sole discretion, to terminate this Grant Agreement upon written notice to the other Party. The Parties may also terminate this Agreement for convenience at any time upon written notice to be received by the other Party not less than 30 days in advance of termination. Upon receipt of said termination notice, the Parties shall cease to incur additional expenses in connection with this Grant Agreement. Upon termination, the Parties shall be free to pursue any rights or remedies provided within this Grant Agreement, including without limitation, recapture of Funds as set forth in Section 13 below.

15. Return of Funds. In the event the Grantee fails to fulfill all obligations under the terms of this Grant Agreement and this Grant Agreement is terminated pursuant to Section 12, any Funds granted to the Grantee under this Grant Agreement and not yet expended shall be returned forthwith to the Grantor without further expenditure thereof. If the Grantee fails to fulfill its obligations under the terms of this Grant Agreement as a result of negligent or intentional acts or omissions of the Grantee, its agents, employees, contractors or invitees, the Grantee shall be liable to repay to the Grantor the entire amount of the Funds provided under this Grant Agreement, and the Grantor may take such steps as are necessary, including legal action, to recover such funds. In the event that the Grantor takes legal action under this Grant Agreement, the Grantee shall pay any and all costs, including reasonable attorneys' fees, expended for the enforcement of this Grant Agreement.
16. Compliance with Laws. The Grantee shall comply with all federal, state and local laws, rules, regulations and orders applicable to the services, such provisions being incorporated herein by reference.
17. Notice. Any and all notices, or other communications required or permitted under this Grant Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the

U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service. At the Grantor's discretion, notices and other communications may be sent electronically.
18. Severability. If any term or condition of this Grant Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Grant Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
19. Governing Law. This Grant Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and both parties submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Grant Agreement.
20. Expiration and Renewal. This agreement will expire on June 30, 2024.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement on the day and year first written above.

DocuSigned by:
Joseph F. Powers
0623C0C5799644E...
Joseph F. Powers
Harwich Town Administrator

DocuSigned by:
Heidi Nelson
DA618FAF9CEF4F6...
Heidi Nelson, FACHE
Chief Executive Officer
Duffy Health Center.

DocuSigned by:
Megan Green
36E65676E18A4AC...
approved as to
availability of
funds
account/PO # \$10,000.00
 01122A2-623014
 ATM 23 #14

Attachment A
Scope of Services

SCOPE OF SERVICES

Duffy will:

Utilize the associated funds (\$10,000) to serve the adolescent population of the Mid-Cape, including Monomoy School students who are experiencing a substance use disorder. These interventions include, but are not limited to, purchasing items for the Dennis APG space, to create a welcoming environment in the teen center. These items include the following; \$800- Television, \$1,800 multigame table, \$1,600 pinball machines, \$2,000 gaming consoles, games and equipment for consoles, \$500 foosball table, \$1,200 air conditions, \$800 kitchenette appliances, \$300 board games, \$1,000 groups supplies.

Deliverables:

Annual data, provided within 30 days of June 30, 2024. Information reported will be in compliance with HIPAA and 42CFR standards. The reports will include the following information:

- a. Date of use of funds
- b. Number of participants in the program
- c. Items funds were used for (rent, transportation, etc.)

Project Name: Opioid Settlement Funds

TM Year and Article #: ATM 2023 #14

Appropriation: \$37,000

Bid Price: \$ 10,000

12/13/18 Revised Procurement Checklist

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

*Note: contracts (not grants) **below \$75,000** can be signed by Town Administrator.

- 1. Please provide a **separate page titled "Summary of Project"** which includes:
 - a. Provide how many bidders there were, the range of bids, and apparent low bidder.
 - b. Identify the funding source, such as article number and amount approved.
 - c. Include what you feel is pertinent, but keep this section to 4 sentences or less.
- 2. Finance Director has signed that funds are available: 01122A2 Account 623014
- 3. Please provide a single **copy of the bid packet** along with all supporting documents.
- 4. Please use K-P Law provided standardized contracts.

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

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

Signature of Town Administrator or Assistant Town Administrator: M. Elden

CORRESPONDENCE

Updated
version
provided by JK
e mtg

HARWICH Housing Committee
Advisory Committee to the Select Board

PURPOSE:

The Harwich Housing Committee is an advisory committee to the Select Board. The objective of the committee is to assist the town and the Harwich Affordable Housing Trust (HAHT) to create and maintain an inventory of housing stock, including affordable housing, available to year-round residents to help determine and encourage additional housing in areas best suited for housing while protecting the environment. The Committee will also recommend housing to the Select Board that is affordable for individuals and families who do not meet current affordability income requirements to encourage public and private support.

The Housing Advocate shall be under the supervision of the Town Administrator.

COMMITTEE MEMBERS/COMPOSITION/OPERATION:

The Housing Committee shall consist of five (5) members appointed by the Select Board to staggered 3-year terms, which will run from July 1 to June 30. Each year the Housing Committee will reorganize and elect a Chair, Vice Chair and Clerk during the first meeting in July per the Town Charter, Chapter 7, Section 2, General Provisions. Per the Harwich Town Code, Section 7-11 9g) a member of the Housing Committee will have a seat on the Community Preservation Committee.

SCOPE AND PROCEDURE:

The Harwich Housing Committee will be responsible for quantifying and understanding the housing needs of Harwich. The Committee will recommend and advocate for Town policy and bylaw revisions to expand affordable housing. The Committee will conduct public outreach and community engagement regarding affordable housing as well as preserve existing affordable housing. The Committee will explore and recommend incentives to encourage private sector creation of affordable housing to the HAHT and the Select Board and collaborate with other housing agencies and groups.

When directed by the Select Board and/or HAHT in conjunction with the Housing Advocate, the Harwich Housing Committee will then work to accomplish the directive by holding public meetings to discuss and gain public input specific to the request of the Select Board and/or HAHT. The agenda items will represent the interest of the Select Board, the HAHT, committee or the public.

The Committee will meet jointly with the HAHT, semi-annually, to discuss affordable housing developments and other mutual agenda items. The Chairs of each committee will prepare agendas for the joint meetings with the aid of the Housing Advocate. All meeting minutes will be shared with each committee. The Committee and the HAHT will work together to develop an affordable housing plan which will be updated annually and presented to the Select Board. *(per GBL, c. 140)*

The Committee will also recommend housing to the Select Board that is affordable for individuals and families who do not meet current affordability income requirements to encourage public and private support.

CONDUCT:

The **Harwich Housing** Committee shall post meeting notices, maintain and post meeting minutes as required under open meeting law. If the **Harwich Housing** Committee has any concerns relative to **HAHT** policies, such concerns shall be relayed exclusively to the Select Board. If a member of the **Harwich Housing** Committee has any concern regarding the **Housing Advocate**, it shall communicate such concerns exclusively to the Town Administrator.

Addendum #1
from
Elizabeth Harder

PURPOSE:

The Harwich Housing Committee is an advisory committee to the Select Board. The objective of the committee is to assist the town, the Harwich Affordable Housing Trust (HAHT), and the Housing Advocate to create and maintain an inventory of housing stock, including affordable housing, available to year-round residents and to help determine and encourage additional housing in areas best suited for housing while protecting the environment. The Committee will also recommend housing to the Select Board that is attainable for individuals and families who do not meet current affordability income requirements and to encourage public and private support. The Housing Advocate shall be under the supervision of the Town Administrator.

Addendum #2
from
Elizabeth Harder

TOPICS FOR HOUSING COMMITTEE

ALWAYS:

Housing Advocate
Affordable Housing Trust
Select Board

SPECIFIC PROJECTS CURRENTLY UNDERWAY:

Pine Oaks
Old Bank Street Firehouse
Any 40 Bs or other developments

ORGANIZATIONS:

CDP
Housing to Protect Cape Cod
Cape Cod Commission
HAC
HECH

OTHER:

State bills
Zoning