

**SELECTMEN'S 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.*

*Tuesday, February 21, 2023*

**Remote Participation Optional:**

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

<https://meet.goto.com/833882629>

**You can also dial in using your phone.**

Access Code: 833-882-629

United States: [+1 \(408\) 650-3123](tel:+14086503123)

***\*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 G.L. c. 30A, sec. 21(a)(2) to conduct strategy sessions in preparation for negotiations with all non-union personnel with employment agreements: Finance Director, Chief of Police, Fire Chief and Town Administrator
- B. Pursuant to MGL c.30A section 21 (a)(3) to discuss with respect to collective bargaining for all town unions and the Chair has determined that open session would have a detrimental effect on the town's bargaining position; Harwich Employees Association (HEA)

**III. PLEDGE OF ALLEGIANCE**

**IV. PUBLIC COMMENTS/ANNOUNCEMENTS**

- A. Committee Vacancies
- B. Azalea Drive Bridge replacement

**V. CONSENT AGENDA**

- A. Approve Board of Selectmen Meeting Minutes:
  - 1. January 30, 2023
  - 2. February 6, 2023

**VI. NEW BUSINESS**

- A. Approve the following committee appointment recommendations from the Board of Selectmen Interview Committee:
  - 1. Alexa Paige – Harwich Accessibility Rights Committee (HARC) – Full Member - Term to expire 6/30/2025
  - 2. Allan Peterson – Planning Board – Alternate Member – Term to expire 6/30/2023
  - 3. Jean Bulger – Treasure Chest Committee – Alternate Member – Term to expire 6/30/2024
  - 4. Glenn Miemiec – Harwich Representative to Cape and Vineyard Electric Cooperative (CVEC) – Term to expire 6/30/2025
- B. Discussion on potential projects through the Cape Cod Water Resources Restoration Project (CCWRRP)
- C. Discussion on possible amendments to the Town Administrator's Fiscal Year 2024 Operating Budget
- D. Per Town of Harwich Charter Chapter 9, Section 3, Clause 9-3-2 vote to recommend the Fiscal Year 2024 Budget to the Finance Committee
- E. Affirm the Town Administrator's appointment of Betty Clark Macleay as the Treasurer/Collector
- F. Vote to accept the proclamation submitted by Josh Winston and announce the month of June will be named Pride Month
- G. Approve the One day Wines and Malt Special Permit for Cranberry Festival Music Concert at 204 Sisson Road on March 18, 2023 6:00 p.m. to 10:00 p.m.
- H. Approve a 2023 Annual Common Victuallers license renewal for Capeside Kitchen Inc. d/b/a Capeside Kitchen – 537 Route 28
- I. Vote to waive the Right of First Refusal for the sale of 9 Gomes Way
- J. Approve the temporary closure of WFS Restaurant Group, Inc. d/b/a Red River Barbeque – 787 Route 28

VII. **OLD BUSINESS**

- A. Update on Opioid funding and vote to accepted the present plan
- B. Vote to approve the Request for Proposals document for the Fiscal Year 2024 Human Services Grants
- C. Discussion on Zoning Amendment Warrant Articles for 2023 Annual Town Meeting

VIII. **CONTRACTS**

- A. Accept and authorize the Chair to sign the Massachusetts Cultural Council Grant in the amount of \$7,800
- B. Approve the Massachusetts Cultural Council District Improvement grant for Harwich Port in the amount of \$15,000
- C. Approve the Massachusetts Cultural Council District Improvement grant for Harwich Center in the amount of \$15,000
- D. Approve Campbell Construction Group, LLC Change Order 1 for the Brooks Academy Museum basement renovation in the amount of \$8,798

IX. **TOWN ADMINISTRATOR'S REPORT**

X. **SELECTMEN'S REPORT**

XI. **CORRESPONDENCE**

XII. **ADJOURNMENT**

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

**Authorized Posting Officer:**

\_\_\_\_\_  
Danielle Freiner, Executive Assistant

**Posted by:** \_\_\_\_\_  
Town Clerk

**Date:** \_\_\_\_\_  
February 16, 2023



**PUBLIC**  
**COMMENTS /**  
**ANNOUNCEMENTS**

**Town of Harwich**  
**Board of Selectmen Committee Vacancies**  
**February 9, 2023**

Agricultural Commission (3 Full / 1 Alternate)	4
Capital Outlay Committee (Board of Selectmen/Town Administrator Appointee)	2
Community Center Facilities Committee	1
Conservation Commission (1 Alternate)	1
Forest Committee	3
Harwich Accessibility Rights Committee (1 Full/ 2 Alternate)	3
Harwich Cultural Council	1
Harwich Energy and Climate Action Committee (2 Alternate)	2
Harwich Housing Committee	1
Historic District/Historical Commission (2 Full Member - 1 Associate Members)	3
Planning Board (1 Alternate)	1
Real Estate and Open Space Committee	1
Treasure Chest Committee (1 Alternate)	1
Voter Information Committee	3
Youth Services (1 Full/1 Alternate)	2
Zoning Board of Appeals (1 Alternate)	1

**Citizen's Committee Vacancy Forms are available on our website**



Maura Healey, Governor  
Kimberley Driscoll, Lieutenant Governor  
Gina Fiandaca, Secretary & CEO  
Jonathan L. Gulliver, Highway Administrator



## District 5

# Municipality Work Notification Form

MassDOT will be conducting work in your community in the near future. The following project information is being forwarded for distribution to appropriate Municipal Departments.

**Project Location (City/Town):** Azalea Drive, Harwich

**Estimated Start Date of Work:** 2/27/2023

**Project Type:** Bridge Replacement

**Resident Engineer:** Dylan Hipolito (MassDOT)

**Description of Work:** The replacement of the Azalea Drive Bridge over Herring River. (See **Additional Information** for detailed description of work)

**Contractor:** E T & L Corporation, Superintendent - Mark Richardson

**Hours of Operation (Day/Night):** Monday – Friday, 7:00AM to 3:30PM

**Description of Traffic Management:** The contractor will utilize advanced warning signs, truck mounted attenuators, temporary barrier, reflectorized drums, and police details for phase construction.

**Estimated Duration of Work:** 2/27/2023 through 10/9/2024

**Additional Information:** The work under this Contract consists of the replacement of the Azalea Drive Bridge over Herring River in Harwich, MA. The existing single-span structure will be replaced with a new single-span integral abutment spread box beam bridge. The approach roadway will be widened to fit the proposed bridge cross-section and construction phasing for approximately 300 feet in each direction.

The work is comprised of, but is not limited to:

**PLEASE NOTE** \*\*\*Drivers who are traveling through the affected areas should expect delays, reduce speed, and use caution. All scheduled work is weather dependent and/or may be impacted due to an emergency situation.

For additional traveler information, please visit MassDOT's Travel Information Service at [mass511.com](http://mass511.com)

REVISED: 01/30/2023



Maura Healey, Governor  
Kimberley Driscoll, Lieutenant Governor  
Gina Randazzo, Secretary & CEO  
Jonathan W. Workman, Highway Administrator



Assembling and installing a temporary pedestrian bridge and routing pedestrians around the work zones.

- Relocating existing underground utilities onto the temporary pedestrian bridge.
- Setting up an alternating lane of travel during the staged construction.
- Demolition of the existing bridge superstructure and portions of the existing substructure.
- Construction of a portion of the new bridge consisting of Class B rock excavation, installing temporary earth support system, bridge excavation, driving steel piles, placing the reinforced concrete cast-in-place pile caps, installing the precast concrete spread box beams, placing the cast-in-place wingwalls, placing the cast-in-place bridge deck, installing Type S3-TL4 bridge railing, installing the precast highway guardrail transitions, backfilling, and installing the SUPERPAVE wearing surface, and other items considered incidental to complete the work.
- Relocating temporary utilities to the new bridge and installation of a new water main.
- Realigning the alternating travel lane to the new bridge.
- Demolition of the remaining portion of the existing and construction the remainder of the new bridge as described above.
- Full-depth reconstruction of the approach roadways including excavation and removal of the existing pavement, new gravel sub-base and new SUPERPAVE pavement.
- Construction of a new cement concrete sidewalk along one side of the road.
- Construction of guardrail at each bridge approach and granite curb in front of all guardrail adjacent to the curb.

**PLEASE NOTE** \*\*\*Drivers who are traveling through the affected areas should expect delays, reduce speed, and use caution. All scheduled work is weather dependent and/or may be impacted due to an emergency situation.

For additional traveler information, please visit MassDOT's Travel Information Service at [mass511.com](http://mass511.com)

REVISED: 01/30/2023

# **CONSENT AGENDA**

**MINUTES  
SELECTMEN'S MEETING  
TOWN HALL  
MONDAY, JANUARY 30, 2023  
6:00 P.M. - REGULAR MEETING  
REMOTE PARTICIPATION OPTIONAL**

**SELECTMEN PARTICIPATING:** Michael MacAskill, Mary Anderson, Larry Ballantine, Julie Kavanagh & Donald Howell

**ALSO PARTICIPATING:** Joseph F. Powers

**CALL TO ORDER**

Mr. MacAskill called the meeting to order at 6:00 p.m.

**PUBLIC COMMENTS/ANNOUNCEMENTS**

Brooks Free Library Director Ginny Hewitt was present and reported that the CLAMS library database will be moving into a new integrated library system at the end of February which means they will be working with a new circulation and catalog system. In preparation for this, Brooks Free Library will be closed on February 8 for staff training. Due to the migration of the system, the borrowing of books outside of CLAMS will be suspended for a month starting on Wednesday. Services will resume in another month as soon as the new system is live. While the migration is happening, the library will be using an offline circulation module and will be able to check items out for patrons. Patrons will need to have their library card with them. Full services will be back up and running when the system goes live. Ms. Hewitt feels that the public will really like this change and noted that it is a big improvement for everyone. Ms. Hewitt presented information on upcoming programming at the library. Information can be found at [brooksfreelibrary.org](http://brooksfreelibrary.org)

Community Center Director Carolyn Carey was present and reviewed upcoming programs including decorate a duck, a bicycle information session, mad science program, find a duck, indoor yard sale and grab a tea with me. Information can be found at <https://www.harwich-ma.gov/community-center>

A. Committee Vacancies

Ms. Anderson reviewed the list of existing committee vacancies.

B. Housing Huddle February 1<sup>st</sup> at 204 Sisson Road

Harwich Chamber of Commerce Executive Director Cyndi Williams was present to remind everyone about the Harwich Housing Huddle being held this Wednesday from 8:30 a.m. – 10:00 a.m. at 204 Sisson Road.

## **PRESENTATION**

### A. Presentation on the Cultural Council designations for Harwich Center and Harwich Port

Present were Kara Mewhinney, Director of Cultural Affairs, Bernadette Waystack, Chair of the Cultural Council and Cyndi Williams, Executive Director of the Harwich Chamber of Commerce. Mr. Powers stated that these 3 women represent the great work done by so many people. We now have the 52<sup>nd</sup> and 53<sup>rd</sup> cultural designations in the Commonwealth, which are the Harwich Center Cultural District and the Harwich Port Cultural District.

Ms. Mewhinney stated that last Thursday was a very historical moment for the Town of Harwich when we received confirmation of our 2 cultural districts. This started in 2018 with the cultural compact signing. Many thanks were given to everyone involved including former staff, current staff, artists and the Board of Selectmen. Times will be set up to schedule ribbon cuttings and sign unveilings. There will be an upcoming community art show called “Kaleidoscope” which will be followed by art week called “Rising Spirits” where Harwich will be hosting a wide variety of programs and activities.

Ms. Williams added that it has been a long road to get here and that it is an amazing feat to have 2 cultural districts.

Ms. Waystack said that this was a marathon not a sprint effort and gave special thanks to Tina Games and Cyndi Williams. Speaking on behalf of the Cultural Council, they are an LCC and provide grant money every year. The council is looking to have as many people involved in projects and events. Ms. Waystack looks forward to collaborating with Ms. Mewhinney on cultural affairs.

Ms. Williams also thanked Carolyn Carey. Ms. Carey was given the task to do something with the 204 Sisson Road building and laid the foundation for everyone to jump in and help.

One last kickoff event is being held in partnership with the Community Development Partnership. This will be a workshop to help artists in town with networking, business practices and many other resources. The workshop will run on March 14 and March 21. The cost is \$50.00 for both sessions and pre-registration is required.

Ms. Mewhinney presented pictures of the Harwich Center Cultural District and Harwich Port Cultural District signs.

The entire Board and Mr. Powers thanked everyone for their great work and noted that it is amazing to have 2 cultural districts in Harwich.

## **CONSENT AGENDA**

### A. Approve Board of Selectmen Meeting Minutes for January 17, 2023

Mr. MacAskill stated that Mr. Howell has asked to hold the consent agenda until next week.

## **NEW BUSINESS**

- A. Discussion on removing Trustees from the Board of Trustees of the Harwich Affordable Housing Trust Fund in accordance with Article V of the Declaration of Trust document; Votes may be taken

Mr. MacAskill stated that despite the narrative that has been painted by several people, this discussion is not about retaliation or bullying. Speaking for himself, Mr. MacAskill said that this is about dysfunction and 5 years of a housing trust not moving the needle forward and a trust that cannot seem to get it straight and work together. Mr. MacAskill added that he wasn't elected to sit on his hands and wasn't elected to let things go on that are broken. He feels that it is incumbent of the Board of Selectmen to change the dynamic of the trust and get something done, adding that there is no symmetry on the committee. Ms. Anderson had made this recommendation two weeks ago and Mr. MacAskill agreed that it would be brought back. The Town Administrator is not on the trust because of the Selectmen; he is on the trust because of the trust documents. Mr. MacAskill suggested that the trust should be changed out almost in its entirety and that the Town Administrator should look at the "or designee" comment in the trust documents and possibly appoint a designee, which would allow him to get back to work as the Town Administrator instead of focusing as much as he is on the housing trust. Mr. MacAskill added that it is also incumbent of the Selectmen to bring the trust documents back. He feels that there is an unfair practice here with the Town Administrator serving on the trust with a Selectmen. When there becomes a rift on the trust and it carries over into the Selectmen's meetings, we are not doing the tax payers of this town any favors.

Mr. Ballantine would like to listen to more discussion before making up his mind, noting that he is struggling with the fact that we are not moving forward and that there are 2 sides to the story. Mr. Ballantine does not feel that open discussions accomplish anything because people don't have a plan to react to. He agrees that the trust is important and that it needs to be functional and that the trust document should be reviewed. There is no reason that designations cannot be made to someone else to manage the trust. Mr. Ballantine is trying to go into this with an open mind.

A couple of weeks ago, Ms. Kavanagh stated that she did not understand why we have not moved forward with an RFP and noted how important housing is and that it continues to be an emergency and a crisis. Ms. Kavanagh stated that she is open to making changes if that will make some progress. Ms. Kavanagh agreed with a previous suggestion that maybe now is the time for change since 2 of the trust members appointments expire in June.

Ms. Anderson stated that she has been to most of the trust meetings since becoming a Selectman. Her comments about the trust being dysfunctional were not based on just the last trust meeting. Ms. Anderson feels that there are 5 very talented, very interested in serving the town members on the trust, but there seems to be a chemistry imbalance in the 5 people that they cannot get along. As a business person, Ms. Anderson feels the only way to fix the issue would be to trade out a few of the members. Not saying that the players are at fault, but that it is the easiest transition. 2 of the members have a term that expire in June and Ms. Anderson suggested that those members be changed out now in an attempt to move forward.



Mr. Howell observed the fact that the Selectmen opened their meeting tonight talking about committee vacancies and are going to end it with talking about firing volunteers. He noted that it has been 591 days since the closing on the Marceline property and 508 days since the Town Administrator became chair of the trust. Mr. Howell commented that he has not been able to get items on the trust agendas and has a hard time getting responses, noting that agendas seem to get posted 2 hours before the 48 hour posting deadline. Mr. Howell agreed that there is no movement and that there should be a fast and easy way of moving forward. Mr. Howell went on to say that the RFP is the key for this process and also provided a recap of previous discussions regarding area median income percentages. Mr. Howell feels that the other 4 members of the trust get along very well, regardless of earlier comments. If you start removing members routinely, there will not be any trust members.

Richard Waystack was present and commented that we are better than this. His concern is that it is about the fact that you have members of the trust that were interviewed by the interview committee and appointed by the Selectmen. Mr. Waystack would like to see us move past this but understands that the Selectmen have the right to do what they want, adding that letting members go mid-term is very difficult. Mr. Waystack hoped that the Selectmen will not take any action tonight and that we need to encourage people to be part of this community.

Mark Kelleher was present and stated that he would be against removing any members at this time with the feeling that it would be divisive and hints at retribution. He suggested that the existing Selectmen could set up some interim goals that they would like to see accomplished to move this forward.

Mr. MacAskill said that this is not a committee, it is a trust. The Town Administrator is the chair of the trust until he designates someone else, and that is not a Selectmen appointment. The other 4 trust members are Selectmen appointments. There should probably have been an RFP and vision in mind for the Marceline property before it was purchased. Instead, we have purchased more land and we have helped no one with housing. Mr. MacAskill asked the public to watch previous trust meetings, look at the cancelled meetings and form their own opinions of what has happened. The meetings, minutes and trust members emails are public records and anyone can make their own assessment if they look at them. This conversation is about the trust in its entirety and not just one member that is being singled out. Mr. MacAskill noted that it is hard to watch other towns around Harwich do affordable housing and for us to talk about an RFP that we are not even close to.

Mr. Ballantine said that it not clear to him why the trust isn't working and that he would like to review the trust document. He wants to move forward and make sure that the trust functions properly. At this point, he would be reluctant to change the trust because he isn't sure that the membership makeup is the issue.

Mr. Howell feels that the organizational structure is difficult to understand because you have the same individual who answers to the Selectmen and the trust. If the trust votes one way that the Selectmen doesn't, who does the chair serve.

Mr. MacAskill noted that Mr. Howell had previously voted and made the motion to approve the trust documents. The documents have not changed since that time. The time to realize that the documents were not right was before they were voted on. Mr. Howell responded that these are not like most other trust documents and that the discussion was just over a minute long.

Mr. Howell commented that the trust has to make the decision about the Marceline property. It is 14 acres of all upland and all of it is developable. He added that if people want to cut the property lose, fine. If they want to translate it back to money, fine. Doing this would set us back 5 years. Mr. MacAskill responded that the trust would make that decision and that the trust should do their due diligence before buying a property.

Ms. Kavanagh appreciated Mr. Waystack's comments in terms of trying to move forward. She added that she was puzzled why the discussion of area median income seemed to elevate everything and that she was under the impression that it had already been clarified. Ms. Kavanagh would be fine if the trust can make the commitment to move forward, but if they are going to go back and rehash things, she is not sure how that can be done. Ms. Kavanagh is very interested in developing the Marceline property.

Ms. Anderson agreed that she has respect for Mr. Waystack and Mr. Kelleher's comments, however she does not see anything changing without changing the members. You are not going to break a group that is locked into their ego, position and what is right. There needs to be new chemistry amongst the trust.

Mr. Powers noted that the agenda talks about removing members from the Affordable Housing Trust. Mr. Powers put it on the record that he is on uneven footing here and that he has been since May 2019 when he became Assistant Town Administrator and then 6 months to the day was when he came Interim Town Administrator. He wanted to put it out there that aside from the folks that we are not serving for affordable housing, he remains of the belief that he has the most to lose. Mr. Powers prides himself on how he has operated for 35 years in public service. It destroyed him to have to make the apology that he made and added that no one put him up to it, that it was his own work, his own decision and his own action. Mr. Powers went on to say that this is a trust document that was created by the Board of Selectmen on July 9, 2018 and that document is the same one that sits before the Board tonight. The trust document is a legal document that dictates a process.

Mr. Ballantine said that he is struggling with how to move ahead. It is unclear to him why we have not gone ahead with an RFP. If the trust is so dysfunctional, why don't we start at zero and remove everyone and start over. If that is done, he still isn't sure that it would guarantee harmony.

Mr. MacAskill quoted Larry Brophy and said that change is good.

Ms. Anderson understands Mr. Ballantine's indecision and how do we really know what will fix this. She feels that the hard part is that there has been a lot going on behind the scenes and working to undermine the Town Administrator who is an employee of the Board of Selectmen. Ms. Anderson does not see that has fair and doesn't feel right about watching it happen. She added

that when Mr. Powers found out that he was to be the chair of the trust, all of sudden members were not available for meetings. We all have things we do well and things that we do not. Ms. Anderson supports the Town Administrator and feels that he does good work. Mr. Ballantine agreed that undermining is unacceptable.

Mr. MacAskill asked if Mr. Howell would be willing to step down as the Board of Selectmen appointee on the trust and allow for another Selectmen to be on the trust. Mr. Howell responded that he would not be willing to step down and said that the Board could vote to remove him. He added that he can work with anyone and is just as frustrated as everyone else about not moving forward.

**Mr. MacAskill moved to remove Donald Howell as the Board of Selectmen appointment to the Affordable Housing Trust, 2<sup>nd</sup> by Ms. Anderson.**

Mr. Ballantine said that is a big step and if it would make the trust functional, he would consider voting for it. Ms. Kavanagh agreed adding that Mr. Howell has an opportunity to improve this situation and asked why he wouldn't be willing to step down. Mr. Howell responded that the Selectmen just appointed him to the trust in July. If there were concerns, they should have been addressed at that time. If it gets to a certain point, he would resign, but added that he will not be the fall person for the actions. Mr. Howell feels that he can help get the Marceline property developed and that he knows what processes work and what the laws say. He added that he can be removed from the trust but that he cannot believe that it will make everything hunky dory.

Mr. Howell and the Board had a brief discussion about why Mr. Howell did not complete an annual review for the Town Administrator last year.

Mr. MacAskill disagreed that Mr. Howell is able to get along with everyone.

Mr. Howell said that it would be pointless to go through a vote and that he would resign from the Affordable Housing Trust.

**Mr. MacAskill withdrew his motion. Ms. Anderson withdrew her 2<sup>nd</sup>.**

Mr. MacAskill stated that this is not about any of the trust members to him and it never has been. This is about a dysfunctional trust and not moving the housing needle forward. He is also not saying that Mr. Powers is 100% and that any other member on the trust is 100%, but the trust is not working and he doesn't see it as being repairable as is.

Ms. Anderson appreciated Mr. Howell stepping down. She suggested that the Selectmen let this ride and see if we can make things work. Ms. Kavanagh responded that she is fine with that approach but is still open to looking at the trust documents.

Mr. Ballantine said that he would like to step in and try to help if possible.

Mr. MacAskill suggested that the interview committee have each of the trust members come in and talk about how meetings are supposed to go and setting ground rules.

Discussion and possible vote for a new Selectmen appointed trust member will be on next week's agenda.

*The Board took a 5 minute recess.*

#### B. Discussion – Town Newsletter

Ms. Anderson stated that she has suggested this a while ago and that she would like the town to be the source of news. Ms. Anderson wanted to wait until the Executive Assistant position in the Administrator's office was filled before really starting to lobby for this. Once that position is filled and now that we have a capable IT Director, she would like to see a newsletter similar to what Chatham does. Ms. Anderson used the example of what people present during public comment as topics in the newsletter. It would take a while to build, but she would like to see the process move forward.

Mr. Ballantine said that at the MMA seminar, he attended a talk on communication issues and it was pointed out how useful a newsletter can be. It can be short and factual and Mr. Ballantine feels that it is worth exploring.

Ms. Kavanagh agreed that she likes the idea and noted that it can be hard to find information if you don't know where to look and are not watching the Selectmen's meeting.

Mark Kelleher was present and thanked Ms. Anderson for getting this on the agenda. Mr. Kelleher thinks that this is a great idea to go forward with. From his understanding of how Chatham operates, it is an administrative position of about 5 hours a week. The person sits in the meetings and gathers information. Once the newsletter becomes established, people will could bring in additional information. He also commented that the high school has a digital arts program that might be able to assist. Mr. Kelleher feels that this would also be a good way to show the non-resident tax payers of Harwich what is happening in town.

Mr. MacAskill noted that this would be a budget item and the Board gave consent for Mr. Powers to put together information for presentation.

#### C. Approve the following 2023 Annual Class IV Auto Repair License renewals:

1. Nick and Claudine Enterprises, LLC d/b/a West Harwich Sav-On-Gas – 4 Route 28
2. V-Tech Auto Center – 805 Route 28

**Ms. Kavanagh moved to approve the 2023 Annual Class IV Auto Report License renewals as listed above, 2<sup>nd</sup> by Ms. Anderson and approved 5-0-0.**

#### D. Discussion – Early Childhood Education and Fiscal Year 2024 Human Service Grants

Ms. Kavanagh briefly reviewed the information as provided in the packet. She is curious to see how the Board feels about starting to formulate a policy to look at a lower number. Ms. Kavanagh added that she would rather not see us to a tiered structure and that we should look at a flat rate with possible income limits. Mr. Kavanagh did point out that the Board needs to be careful as a portion of the Monomoy Family Resource Coordinators salary does come from the money being discussed. This is an endeavor that could help with funds for early childhood education for children ages 3-5 to help defray the costs so that parents are able to work more and have an offset for childcare. And while it helps the parents financially, he also gives the children a better chance to get educated before getting to kindergarten.

Mr. Howell asked if Ms. Kavanagh had in mind daycare or preschool, nothing that they are not the same. Ms. Kavanagh responded that it would be preschool. As she understands it, the provider would send the invoice and the town would pay it. The family is not involved with the money and they know that their childcare is paid for. Mr. Kavanagh sees this as a great way to help families.

Mr. Howell said that his only concern is that we have been level funded for a while, noting that the human service grants have not increased but the need for services has.

Mr. Ballantine would like to a funding estimate so that the Board can talk about funding sources.

Ms. Anderson noted that some towns do this based on income and suggested that is how Harwich should do it to get started. She agreed that the Board would need to see numbers to know if we can make this work. The Finance Director and Town Administrator can put together information to see if this program is possible. Ms. Kavanagh stated that she is open to whatever we can do to get this drafted. Ms. Anderson suggested maybe using a piece of free cash if it is not all spoken for, although she was not sure if free cash could be used for operations. Mr. Howell responded that he is not sure if it would be operations if it is to subsidize a stipend.

Mr. Ballantine noted that we should be careful to not look at this as a one time item.

The Board agreed that Ms. Kavanagh could work with the Finance Director and Town Administrator to bring back additional information.

Mr. Powers stated that the budget is a statement of our priorities and that this might need to be a real discussion about it being part of the budget.

E. Conduct the First Reading, per Board of Selectmen Policy on Policy Development, to amend the Board of Selectmen policy on remote participation; Votes may be taken

Mr. Howell stated that this is the first reading of the policy and that there are only 2 changes as outlined in the packet. Changes can be found under item 2 and item 6.

There were no comments heard from the Board or members of the public.

Mr. MacAskill stated that this will be back on next week's agenda for the 2<sup>nd</sup> reading.

F. Approve the following Hall of Fame late submissions, nominated by Richard Waystack:

1. Lee Culver
2. Sheldon Thayer

Richard Waystack was present and stated that he hopes his ignorance of the process is not held against his submissions. He went on to review his submissions for the Hall of Fame and noted that both gentlemen's families would be very proud to hear their names read at town meeting this year.

Mr. MacAskill publicly apologized to Carol Thayer. In 2019, she sent a letter to the Selectmen requesting this for 2019 town meeting. The request ended up in correspondence and was never acted upon. Mr. MacAskill stated that he would add that letter to the packet for town meeting and that he would endorse both of these submissions. He added that the Board will have to review the policy for submissions.

The Board agreed with supporting these submissions.

**Mr. Howell moved to approve the Hall of Fame submissions of Lee Culver and Sheldon Thayer Jr. as nominated by Richard Waystack, 2<sup>nd</sup> by Ms. Anderson and approved 5-0-0.**

G. Review and take action on G.L. c. 268A, Section 19 disclosure form- Carol Ridley, Community Preservation Committee

Mr. Powers thanked Ms. Ridley and Mr. Ketchum for their service on the Community Preservation Committee and for going through this process. In the Commonwealth, these kind of actions are now required. Mr. Powers recommended that the Board authorize the Chair to accept the form and to approve the request as presented.

Ms. Anderson asked if Ms. Ridley would have to recuse herself from the discussion as a whole about which funds go to which applications. Mr. Powers responded that she would. There will be 3 actions that Ms. Ridley needs to recuse herself from.

Community Preservation Chairman David Nixon was present. He understands the concerns of recusal for the amount of money, but asked if Ms. Ridley could be involved in the discussions. Mr. MacAskill responded that she would not be part of the discussions and that recusal means leaving the table and the room during the discussion.

**Mr. Howell moved that the Board of Selectmen have reviewed and taken appropriate action on G.L. c. 268A, Section 19 disclosure form- Carol Ridley, Community Preservation Committee as discussed, 2<sup>nd</sup> by Ms. Anderson and approved 5-0-0.**

## **OLD BUSINESS**

A. Review and take action on G.L. c. 268A, Section 19 disclosure form- John Ketchum, Community Preservation Committee

**Ms. Kavanagh moved that the Board of Selectmen have reviewed and taken appropriate action on G.L. c. 268A, Section 19 disclosure form- John Ketchum, Community Preservation Committee as discussed, 2<sup>nd</sup> by Mr. Ballantine and approved 5-0-0.**

B. Vote to expand the Harwich Accessibility Rights Committee (HARC) from five full members and two alternates to seven full members with two alternates

Mr. Ballantine recapped a previous meeting of HARC from 6 weeks ago where they asked Mr. Ballantine to see if they could expand their committee. The Selectmen argued against the request at the time. In the past, HARC has had a quorum problem and raising the number of members would alleviate it issue. Both times, HARC has been adamant that they need 7 fulltime members. Mr. Ballantine and Ms. Kavanagh have interviewed 2 residents that would lie to be on the committee as full members. Each person was contacted to see if they would be amenable to being an alternate member. Both residents declined alternate membership. Mr. Ballantine is asking the Selectmen for their support again to increase the membership to 7 full members. He did say that there is one member who has health issues but they are still invested in being on the committee.

**Mr. Ballantine moved to expand the Harwich Accessibility Rights Committee (HARC) from five full members and two alternates to seven full members with two alternates, 2<sup>nd</sup> by Ms. Kavanagh and approved 5-0-0.**

C. Discuss creating a 2023 Annual Town Meeting Article for Judah Eldredge

Provided in the packet is material that dates back to the original article. The snag that has been hit upon was that the original article had an appropriation not to exceed \$369,000. The town was hoping to rely upon what was referred to as a LAND grant. Unfortunately, the town was not successful in obtaining that grant and the only money that the town has available are the net proceeds from the article. The difficulty now becomes whether there should be an updated appraisal, which Mr. Powers does not recommend, or if we should go by the assessor's property card, which reflects a land value of over \$700,000. We would need to find a way to fund the entire anticipated takings based on the property card, which would be an appropriation article at town meeting.

Mr. Howell stated that this shows that we would have to take action as soon as town meeting happens. He is not sure where we could up with that kind of money with that kind of reserve. Mr. MacAskill responded that it would be an appropriation and it would tell town meeting that we aren't spending the money, that we will ultimately get it back, unless someone comes forward. Mr. Howell added that the money would need to be set aside as if someone were in front of the town.

Mr. MacAskill asked how much money we have invested in the project so far. Mr. Powers was not able to provide a number because the legal fees would have to be added.

Mr. Ballantine asked what the original appraisal was. Mr. Powers responded that he would have to go through the files. What we do know is that we have done appraisals in this new market and that they have come back as a much higher cost. He expects that a new appraisal would exceed the property card value.

Mr. Howell noted that we shouldn't lose site of the Community Preservation Committee. This is a very important piece of property as it abuts the DCPC 6 ponds district and is well worth protecting.

Mr. Anderson stated that it is not going to get cheaper and would like to see this move forward.

Ms. Kavanagh asked if we could reapply for any of the grants. Mr. Powers responded that it is not beyond the realm of possibility but that he is not aware of any open grants at this time.

The consensus of the Board was to direct Mr. Powers to work on drafting an article for town meeting.

### **CONTRACTS**

- A. Vote to approve the 2023 Golf Facility Use Agreement between New Wading River Country Club, LLC and Town of Harwich
- B. Vote to approve the Change Order Credit and Contract Time Extension for GHD for Phase 3 design – Credit in the amount of \$25,000

**Ms. Kavanagh moved to approve the contracts as listed above, 2<sup>nd</sup> by Mr. Howell and approved 5-0-0.**

### **TOWN ADMINISTRATOR'S REPORT**

Mr. Powers stated that he is thrilled to announce the hiring of Patience Smith-Cabrera as the new Executive Administrative Assistant to the Town Administrator and Board of Selectmen. Ms. Smith-Cabrera has accepted the employment offer and will begin on February 13, 2023.

The Board thanked former Executive Administrative Assistant Ellen Powell for her service to the town and wished her well in her new endeavors. Ms. Powell was able to unravel all of the committees and was a ray of sunshine in the office. Mr. Powers added that Ms. Powell is still with the department in the short term and has been gracious in helping prepare the annual town report.

### **SELECTMEN'S REPORT**

Ms. Kavanagh commented on what a great event MMA was.

### **CORRESPONDENCE**

No correspondence was discussed.



**ADJOURNMENT**

Mr. Ballantine moved to adjourn the meeting of the Board of Selectmen, 2<sup>nd</sup> by Ms. Anderson and approved 5-0-0.

Respectfully submitted,  
Jennifer Clarke  
Recording Secretary

DRAFT

**MINUTES  
SELECTMEN'S MEETING  
TOWN HALL  
MONDAY, FEBRUARY 6, 2023  
6:00 P.M. - REGULAR MEETING  
REMOTE PARTICIPATION OPTIONAL**

**SELECTMEN PARTICIPATING:** Michael MacAskill, Mary Anderson, Donald Howell, Larry Ballantine & Julie Kavanagh

**ALSO PARTICIPATING:** Joseph F. Powers

**CALL TO ORDER**

Mr. MacAskill called the meeting to order at 6:00 p.m.

**PUBLIC COMMENTS/ANNOUNCEMENTS**

Mr. MacAskill commended the Harwich Fire Department, Orleans Fire Department and Orleans Police Department for their work at a house fire in Orleans this past Saturday. The thought of what this tragedy is doing to some people is unimaginable. A great deal of thanks is owed to our public safety across the Board. Prayers were given for the Orleans Fire Department and Orleans Police Departments.

Patrick Otton was present and stated that it is his understanding that the Orleans Select Board have taken up the issue of registering all rental properties. Mr. Otton is wondering what the opinion is of the Harwich Board of Selectmen or if it is an issue that can be taken up in order to get a handle on the extent of rentals in Harwich. Mr. Otton is curious to know if there is interest in the Harwich community to follow the lead of Orleans and register our rental properties.

Water/Wastewater Superintendent Dan Pelletier was present and shared kind words that were shared this week about his department from the Department of Environmental Protection. Every 3 years, MA DEP comes out and does a sanitary survey. In following up from the survey, DEP only had 2 recommendations and found no violations or deficiencies. DEP recommended that protective bollards be installed around 3 of the wells that we have. Their second recommendation was to identify a location outside of the Chatham Road facility to store construction and equipment material. The second is a bit of a larger fix, but the first recommendation was able to be completed right away in house. Mr. Pelletier thanked his dedicated staff.

A. Committee Vacancies

Ms. Anderson read the existing committee vacancy list.

B. Next Board of Selectmen Meeting will be Tuesday, February 21, 2023

**FISCAL YEAR 2024 COMPREHENSIVE BUDGET AND MESSAGE**

Finance Director Ann Marie Ellis was present.

A. Finance Director to present the Fiscal Year 2024 Sources and Uses table

Ms. Ellis stated that when she was balancing one of the spreadsheets, she found an error in one of her debt exclusion reports. She worked with the Assessor and the error was discovered in our projection for excluded debt. Ms. Ellis reviewed how we come to the amount for the tax levy limit which is by taking the base levy limit for FY24 plus the 2.5% levy plus growth factor. The sub total is \$52,438,527. Then you add in the exclusion debt which is \$2,789,152 followed by adding back in the Monomoy Regional School and Cape Cod Regional debt service. Ms. Ellis noted that she did meet with departments to talk about local receipts and to get the department heads input on their projections. They came up with \$14,806,000 in receipts. Ms. Ellis went on to review the uses of funds and the semi-fixed costs which include Barnstable County Retirement, debt service, health insurance OPEB, property and liability insurance and unemployment. Including the 2 allocations from Monomoy and Cape Cod Regional, the total uses come to \$75,255,321 and the net sources is in a deficit of \$588,939.

Mr. MacAskill asked that staff provide the Board copies of the sheets that Ms. Ellis is working off of so they can be provided to the public. He noted that it is late in the hour to be getting this change, especially showing the negative number. Mr. MacAskill stated that he is not sure how the 4% in the levy limit can be accurate given where sales are at and all of the other factors. He would like to see more work done to verify that this information is correct. Mr. MacAskill noted his frustration on the local receipt numbers and feels that the board may want to do a deeper dive, given where we have been with free cash. He went on to ask that Ms. Ellis provide backup material on how she came to these numbers.

Mr. Howell stated that it would be helpful to see last year's actual numbers going into the forecast because it is hard to pin down where we are coming from in order to know where we are going. Mr. Ballantine agreed.

Ms. Anderson said that her concern was on the local receipts and free cash. She added that she expected to see the forecast for FY24 be higher than what is being presented and asked for additional information. Ms. Kavanagh responded that she is looking for the same information.

Mr. MacAskill asked if the 6% on health insurance is a fixed number. Ms. Ellis responded that it is an estimate. Mr. MacAskill asked when we will see the actual number. Mr. Powers responded that he serves on the insurance group and that they will be meeting next week and are anticipating a number less than 6%.

Mr. MacAskill stated that the board is about a week early with this information and that it needs to be delivered to the Finance Committee by February 21<sup>st</sup>. There will be other edits to this document and it is not a final version of the budget.

B. Town Administrator to present the Fiscal Year 2024 Comprehensive Budget, Budget Message and financial forecast

Mr. Powers noted that it is his requirement to be responsible in developing a comprehensive budget for FY24 with an accompanying budget message, as he has provided in the packet. The Town Administrators budget total for the departments for FY24 is \$30,773,764 which is part of the overall \$75,255,321 budget. Mr. Powers reviewed the sources and uses for FY24 and has presented a balanced budget that will be transmitted to the Finance Committee. Mr. Powers wanted the board to see the difference between the operating budget as it compares to fixed costs as well as the 2 school districts.

Mr. Powers said that the budget is a statement of priorities and what is prioritized in this budget are operating enhancement of services for administration, fire, building and community center. There was also a proposed enhancement for recreation, but given personnel cost changes that occurred, those enhancements were able to be assumed by the present budget that the recreation director has. Mr. Powers reviewed in detail each of the service enhancements as presented in his memo dated February 6, 2023.

Mr. Howell questioned the fire department positions noting that the numbers provided with salaries and benefits does not work. Mr. Powers reviewed the numbers as provided by the Fire Chief. Mr. Howell responded that he can't see how we can hire anyone at \$40,000 with benefits. Mr. MacAskill suggested that it would be \$54,000 per position plus benefits and that the \$70,000 would be for turnout gear and training. Ms. Anderson said that maybe it is a timing issue and only funding for the partial year.

Mr. MacAskill brought up the Community Center positions and asked to see further detail on the numbers provided. In trying to get back to pre-pandemic services, he asked if we lost a person from the position or did the cost of doing business go up. Mr. Powers responded that we lost a position and it was not filled. We also had both custodial services, which we don't presently have, as well as a staff member. Mr. MacAskill asked for further clarification.

Mr. Powers reviewed the proposals that did not make it into his budget, noting that not being included does not mean that they are not worthy requests.

Mr. Ballantine commented that there will be a meeting in March with the department heads and that he would like to leave the conversation open with respect to the Conservation Department staffing request. Mr. Powers responded that the information being provided is him trying to start a conversation and that we should end up with a budget that we all agree has the best priorities for the town. He has encouraged department heads to be present at the March meeting in order to have a deeper discussion.

Mr. Howell agreed that the Conservation Department's request is an important one as the town is growing more and more in sensitive areas.

Ms. Anderson suggested including a human resource director position somewhere in the budget, noting that the town is large and the human resources piece takes away from what the Town Administrator and Assistant Town Administrator need to be doing. Ms. Kavanagh agreed and added that her other addition would be regarding the early childhood stipend.

Mr. Powers said that in the Assistant Town Administrator job description, it says that if there is no human resources director, it falls on the ATA, which leads him to believe that this has been around before. Mr. MacAskill requested to add the human resources director position into the budget.

Mr. Powers took time to remind everyone of the strong financial position that Harwich currently enjoys. Not only did we retain our AAA bond rating coming out of the pandemic, but we have strong reserves. Effective July 1, 2023, we will bring online special purpose stabilization funds dedicated solely to wastewater and housing, which further enhances our strong financial position. We are showing solid receipts with strong growth.

Mr. Ballantine commented that the budget numbers are showing a 5.6% increase, which is greater than what has been done in the past, but added that we are living in inflationary times. Mr. Ballantine is hoping to receive more detail in the future of what is causing the increases. Mr. Powers responded that his goal is to have rock solid numbers before the board's meeting on the 21<sup>st</sup>. Mr. Ballantine added that if we are going to get through Town Meeting, we need to be able to better justify the increases.

Mr. Ballantine said that he doesn't see a category for the 204 Sisson Road building. Mr. Powers responded that we do not rely upon revolving funds for our sources and uses. The operating expenses are built into what is presented for building maintenance under DPW. If Mr. Ballantine is looking for a specific report, it would be the revolving fund report. Mr. Powers responded that he will provide Mr. Ballantine with the information that he is seeking.

Mr. Ballantine asked for clarification on the Community Development zoning administrator position. Mr. Powers responded that it is meant to be a higher level resource for the Building Commission in support of the Zoning Board of Appeals and the Town Planner in support of the Planning Board.

With respect to the Community Center position, Mr. Ballantine hopes that it would be broadly defined so that they can help with the Council on Aging and library since many of the programs cross over.

Mr. Howell feels that it is hard to make an assessment where we are going without seeing the actual receipts as well. He added that he is unsure that the numbers being presented are correct.

Ms. Anderson agreed that she looks forward to receiving more detail on the numbers.

Ms. Kavanagh asked if the numbers in salary and wages for the Town Engineer are based off of us using the outside consultant. Mr. Powers responded that the line item is meant to be reflective of the present grade and step of the engineer in the SEIU contract plus 2% as well as the \$65,000 for the surveyor that was voted at Town Meeting plus 2%.

Mr. MacAskill said that he will be setting aside a fair amount of time on the 21<sup>st</sup> for board discussion. He asked that any information for the board be provided ahead of time. He is looking for actual revenue where we are at today with a snapshot on how the past year has looked as well as information on departmental turn backs for the last couple of years to help the board understand what parts of budgets are not being used. Mr. MacAskill also asked for information on the Albro House and old recreation building expenses.

Mr. Ballantine asked if the number provided for insurance liability is an increase in fees or an increase in what we are insuring. Mr. Powers responded that the 4.9% increase is a solid number that was received by MIIA and we know it will carry us through the fiscal year.

Mr. Powers reminded everyone about the round table budget meeting scheduled for March 4, 2023 at 9:00 a.m.

### **CONSENT AGENDA**

A. Approve Board of Selectmen Meeting Minutes:

1. January 17, 2023
2. January 23, 2023

B. Approve the following committee appointment for the Harwich Accessibility Rights Committee (HARC):

1. Donna Richardson – Term to expire 2/28/2026

Mr. Howell commented that Donna Richardson expiration date should be June 30, 2023 as she is filling the balance of a term for that position.

Mr. MacAskill stated that another appointment for HARC was received and will be on next week's agenda.

**Mr. Howell moved to approve the consent agenda, noting the correct expiration date of June 30, 2023, 2<sup>nd</sup> by Ms. Anderson and approved 5-0-0.**

### **NEW BUSINESS**

A. Discussion – Education on fertilizer

Present were Conservation Administrator Amy Usowski, Health Director Katie O'Neill and Water/Wastewater Superintendent Dan Pelletier. Ms. O'Neill reviewed the memo dated February 1, 2023 that was provided in the packet.

Mr. Ballantine feels that what is being presented is an excellent approach. This will take some time to get going and will have to be done multiple times to take effect.

Mr. Howell stated that he would like to see something constant. He would like to make sure that people are reached and suggested some kind of welcome packet that includes information on fertilizer use. Mr. Pelletier responded that they might be able to include information when they sign up new water customers.

Ms. Anderson thanked the team for their work and for the list of comprehensive things that they are working on.

Ms. Kavanagh also noted that this is a great memo provided and that this is the best way to go about it. She suggested also incorporating high school students to try and educate them at that level as well as they might be more environmentally aware than some adults.

Mr. Pelletier stated that a suggestion was made about using the new water tank on Lothrop Avenue as an example of how a Cape Cod lawn should look.

Mr. Ballantine added that it wouldn't hurt to have something in the information distributed about irrigation use.

Ms. O'Neill reviewed the 4 bullet points as provided in the memo.

Patrick Otton was present and stated that he is happy that this is being presented and asked what the objective is on education. He asked if we are reiterating current practices or focusing on the sensitivity of Cape Cod. Ms. Usowski responded that this is more focused on the sensitivity of Cape Cod adding that practices and projects have changed a lot in the last few years. Because we recognize that our past and current practices are impacting our water bodies is why we are here. We don't have a fertilizer ban, so if people want to do things, we can show them what an environmentally better way is than just spreading fertilizer. Mr. Otton feels that this impacts everyone in Harwich including residents, businesses and visitors. If we lose our water, why are we living on Cape Cod. Mr. Otton wants us to look at the future and solve the problem today.

Mr. MacAskill asked who members of the public could reach out to if they wanted to help. Ms. Usowski responded that they could contact any one of the departments. Ms. O'Neill added that she would be hesitant to have individual business involved where we don't know their qualifications, but would be happy to have them involved as interested parties. She would like to make sure that we stick to science and evidence based numbers.

#### B. Update on Opioid funding

Health Director Katie O'Neill, Police Chief David Guillemette, Youth and Family Services Director Sheila House and Town Nurse Susan Jusell were present. Ms. O'Neill stated that they have created a working staff task group and have met with several large stakeholders on the cape. Ms. O'Neill reviewed the memo that was provided in the packet dated February 1, 2023. One change to the memo is that the school has found a great prevention program that they would like

to have 3 of their staff members trained in. The cost for this would be around \$700.00. The proposal would remain the same with that one addition.

Mr. Ballantine knows that this is desperately needed, noting that he is involved with Outer Cape Health Services and this is one of their major priorities. He asked how we can engage the community to make sure that everyone is aware of the resources. Mr. Ballantine thanked the team for stepping up.

Mr. Howell asked when this information would be introduced to children. Ms. House responded 7-12 grade. Mr. Howell responded that he is concerned that the bus has already left the station by 7<sup>th</sup> grade. He would not want to see children finding out through experience the harm of opioids. Ms. House added that they will be having people with lived experience coming in to speak directly to the children about how they got on the ramp to addiction.

Ms. Anderson stated that she was a liaison to this group and that there was an impressive crowd around the table. She asked if there is a deadline to use the funds. Ms. O'Neill responded that they have to be used by the end of the fiscal year and that there has been no extension granted yet. Ms. Anderson asked if we will be able to implement what is being presented and Ms. O'Neill responded that we would.

Ms. Kavanagh noted this information as great and comprehensive and asked in terms of working with the navigator program, where would this be done. Ms. O'Neill responded that their thought was the 204 Sisson Road building, but can have further discussion if necessary.

Mr. MacAskill asked if this has been vetted through the finance department and that if not, that should be done. He asked if the team would have any issue if a vote was made on the 21<sup>st</sup>. No objection was heard.

Sharon Pflieger was present and stated that 4<sup>th</sup> and 5<sup>th</sup> grade is not too early to introduce this education. Ms. House responded that the training program for staff includes k-12<sup>th</sup> grade.

C. Vote to appoint a member of the Board of Selectmen to the Harwich Affordable Housing Trust Fund Board of Trustees

Ms. Anderson recommended Mr. Ballantine as the appointed member. She feels that his short term membership might get things calmed down enough to move forward.

Mr. Ballantine agreed that he would accept that nomination. He will only be on the Board of Selectmen for a short time.

**Ms. Anderson moved to appoint Larry Ballantine to the Affordable Housing Trust Fund Board of Trustees, 2<sup>nd</sup> by Mr. Howell and approved 5-0-0.**



- D. Conduct the Second Reading, per Board of Selectmen Policy on Policy Development, to amend the Board of Selectmen policy on remote participation; Votes may be taken

Mr. Howell reviewed the changes as outlined in the packet.

**Mr. Howell moved to accept the changes as outlined to the Board of Selectmen policy on remote participation, 2<sup>nd</sup> by Ms. Anderson and approved 5-0-0.**

- E. Herring River Route 28 Landing – Stormwater Remediation Project Design; Votes may be taken

Harbor Master John Rendon was present and reviewed the memo as provided in the packet. He is recommended that the Board of Selectmen approve the request to move forward with the Association to Preserve Cape Cod to have the engineering design work completed, and then look for opportunities to implement the plan. There is no cost to the town for any of the design/engineering work and the town will be under no obligation to follow through with the work that is recommended.

The Board gave their consensus to proceed.

- F. Discussion on Keno Application submitted to Massachusetts State Lottery Commission pursuant to M.G.L. Chapter 10, Section 27A; Votes may be taken

Mr. Powers reviewed the letter received from the Massachusetts State Lottery Commission dated January 27, 2023 regarding 711 Food Mart, located at 711 Main Street.

The Board agreed that they have no issues with their application moving forward.

### **TOWN ADMINISTRATOR'S REPORT**

No report was given.

### **SELECTMEN'S REPORT**

Ms. Kavanagh attended the school committee meeting last Thursday. They have a comprehensive budget and there is a lot of discussion to be had. Mr. Howell asked if there would be any way for the school committee to provide the board with information well in advance of their joint meeting. Mr. Powers responded that he would pass along that request. Ms. Anderson asked if they would be able to provide a 1-2 page report with a couple of year's actual information. Ms. Anderson also like to look again at the formula for the middle and high school.

Mr. MacAskill stated that the next Board of Selectmen's meeting is on February 21, 2023.

**CORRESPONDENCE**

No correspondence was discussed.

**ADJOURNMENT**

Mr. Howell moved to adjourn the meeting of the Board of Selectmen, 2nd by Ms. Anderson and approved 5-0-0.

Respectfully submitted,  
Jennifer Clarke  
Recording Secretary

DRAFT

# **NEW BUSINESS**



**CITIZENS ACTIVITY VACANCY FORM  
ACT 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 02645**

Name: Alexa W Paige Street/P.O. Box: \_\_\_\_\_  
Town/Zip: Harwich Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_ Occupation: IL Advocate

**(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 Committee
- Forest Committee
- Harwich Energy Committee
- Historic District and Historical Commission
- \*Planning Board**
- Real Estate and Open Space Committee
- Traffic Safety Committee
- Trail Committee
- OTHER \_\_\_\_\_

**RECREATION**

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

**OTHER**

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

**\* Please include a resume with form**

EDUCATIONAL BACKGROUND:

St. John Paul II High School  
August 2015 - June 2019  
Cape Cod Community College  
September 2019 - Dec 2021  
AA Human Services

RELEVANT SKILLS:

- Basic knowledge of computer operating systems
- hospitality
- customer services
- outgoing / well spoken

REASONS FOR INTEREST IN COMMITTEE/COMMISSION/BOARD:

I know I am already an advocate for CORD  
however I would love to represent our town  
Being a young woman with a disability  
I feel as though this is important in teaching  
other young adults with disabilities that they too  
can rise and overcome obstacles



# 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 02645

Name: Allan Peterson Street/P.O. Box: 111 J  
Town/Zip: Harwich 02645 Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_ Occupation: Teacher

(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 \_\_\_\_\_

#### RECREATION

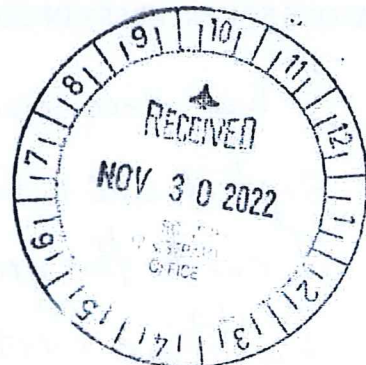
- Bikeways Committee
- Golf Committee
- Recreation & Youth Commission
- Waterways Committee

\* Please include a resume with form

\*\*\*\*Please complete back of form.

#### 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



**EDUCATIONAL BACKGROUND:**

Bachelor's Political Science - University of Delaware

Masters - Elementary Education - AIC

CAGS - Educational Leadership - AIC

**RELEVANT SKILLS:**

I am hardworking, dedicated, and as a 13 year member before moving I <sup>can</sup> bring a nice perspective to planning

**REASONS FOR INTEREST IN COMMITTEE/COMMISSION/BOARD:**

I have since moved back to Harwich after moving in Sept of 2021 and would like to contribute as best as I can to this great community. I would like to be full-time first and alternative second.

# CITIZENS ACTIVITY VACANCY FORM

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## CITIZENS ACTIVITY VACANCY FORM

### BOARD OF SELECTMEN

732 Main Street, Harwich, MA 02645

Name: Jean Bulger \_\_\_\_\_ Street/P.O. Box: \_\_\_\_\_  
Town/Zip: 02671 \_\_\_\_\_ Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_ Occupation: Attorney \_\_\_\_\_

*(LIST IN ORDER OF PREFERENCE)*

#### PLANNING AND PRESERVATION

- Agricultural Commission
- \***Board of Appeals**
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- Traffic Safety Committee
- OTHER \_\_\_\_\_

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- \***Board of Assessors**
- \***Board of Health**
- Capital Outlay Committee
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- Community Center Facilities Committee
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\* Please include a resume with form

\*\*\*\*Please complete back of form.

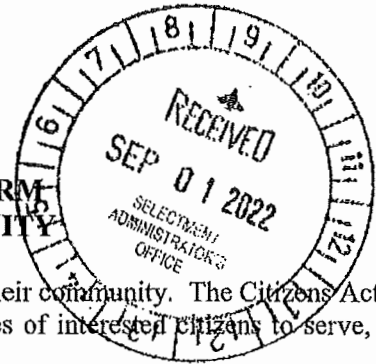


**EDUCATIONAL BACKGROUND:**

Please see the attached resume

**RELEVANT SKILLS:**

**REASONS FOR INTEREST IN COMMITTEE/COMMISSION/BOARD:** I have been volunteering at the Treasure Chest for many years now and have attended committee meetings so I am interested in being part of the process that keeps the Treasure Chest running as an asset to the town.



**CITIZENS ACTIVITY VACANCY FORM  
ACT 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 02645**

Name: Glenn Miemiec Street/P.O. Box: \_\_\_\_\_  
Town/Zip: Harwich 02645 Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_ Occupation: Retired

**(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 Committee
- Forest Committee
- Harwich Energy Committee
- Historic District and Historical Commission
- \*Planning Board
- Real Estate and Open Space Committee
- Traffic Safety Committee
- Trail Committee
- OTHER \_\_\_\_\_

**OTHER**

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

**RECREATION**

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

**\* Please include a resume with form**

**EDUCATIONAL BACKGROUND:**

Bachelors Degree in Environmental Studies/Physics; Northland College Ashland WI.

Also attended Western New England College in Springfield MA. and University of Hartford in West Hartford CT. towards additional degree in Mechanical Engineering

**RELEVANT SKILLS:**

During a 29 year career at Northeast Utilities I held a number of positions including working as an Engineer at Millstone Nuclear Power Station, Engineer and Environmental Coordinator at Mt. Tom Generating Station, Environmental and Safety Specialist in the Transmission Organization and for the last 12 years as a Project Manager managing multi-million dollar projects. Very few people can say that they have experience in both the generation and "wires" side of the energy sector. All of these positions required dealing with regulators and leading teams.

**REASONS FOR INTEREST IN COMMITTEE/COMMISSION/BOARD:**

As a retiree I have been looking for an opportunity to be involved in a role that not only could I be involved in my area of expertise but support the Town of Norwich.

policies of the town for the ensuing fiscal year; b) describe the important features of the budget; c) indicate any major changes from the current year in financial policies, expenditures, and revenues, together with the reasons for such changes; d) summarize the town's debt position; and e) include other material that the town administrator may consider appropriate.

9-2-6 The budget shall provide a complete financial plan for all town funds and activities and shall be in the format that the finance committee may suggest, if the format suggested is compatible with commonly-accepted standards of municipal budgeting. The budget shall indicate proposed expenditures for both current operations and capital projects during the ensuing fiscal year, detailed by divisions, departments, offices, and town agencies.

### Section 3. Action on the Proposed Budget

9-3-1 The board of selectmen and the finance committee shall meet jointly or severally in budget hearings that are considered necessary to adequately review the proposed budget of the town administrator.

9-3-2 On or before the fourth Tuesday of February of each year, the board of selectmen shall submit to the finance committee a budget which has been approved with or without amendments to the town administrator's proposed budget. **[Amended 11-6-2013 by Ch. 127 of the Acts of 2013]**

9-3-3 The finance committee shall conduct 1 or more public hearings on the proposed budget after it has been submitted to it by the selectmen and by March 31 of each year shall submit its written recommendations on the budget and on all articles to appear in the warrant. These written recommendations shall be made available for distribution to the public at least 10 days before the scheduled date of town meeting. To assist in its preparation of recommendations, the committee may require the town administrator, the head of any division or department or any other town officer or member of a town agency to furnish it with appropriate data.

9-3-4 The board of selectmen shall present the budget to town meeting.

### Section 4. Budget Adoption

9-4-1 The town meeting shall adopt the budget, with or without amendments, before the beginning of the fiscal year.

### Section 5. Capital Outlay Committee

9-5-1 A capital outlay committee of 7 members shall be appointed for 3-year overlapping terms. Two members shall be appointed by the finance committee, 2 members shall be appointed by the board of selectmen, 1 member shall be appointed by the planning board, and 2 members shall be appointed by the town administrator.

9-5-2 The capital outlay committee shall assist the town administrator in the development of the capital outlay plan to be adopted and/or amended each year at the Annual Town Meeting; and

## OFFICE OF THE TOWN ADMINISTRATOR

Joseph F. Powers, *Town Administrator*  
Meggan M. Eldredge, *Assistant Town Administrator*

Phone (508) 430-7513

Fax (508) 432-5039

732 MAIN STREET, HARWICH, MA 02645



# Memo

To: Board of Selectmen

From: Joseph F. Powers, Town Administrator

Date: February 17, 2023

RE: Affirm the appointment of the Treasurer/Collector

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This memorandum is submitted in support of New Business Item E wherein I seek your affirmation of my appointment of **Betty Clark MacLeay** as Treasurer/Collector.

The search process for this position included advertisement in local newspapers, our website, the Mass Municipal Association job board as well as the Massachusetts Collector's Association job board and several College and University employment pages. Seven complete applications and resumes were received as a result of this recruitment. Two candidates were interviewed by Assistant Town Administrator Meggan Eldredge and Finance Director Ann Marie Ellis. One finalist was presented to me for consideration, Betty Clark MacLeay.

I conducted a second interview with Ms. Clark Macleay and quickly learned that she is highly qualified and possesses the knowledge, skills and abilities required to perform the job as Treasurer/Collector. Betty comes to us with experience as a Treasurer/Collector in both City and Town settings, extensive time working as an implementation specialist for Tyler Technologies, as well as employment in the private sector banking industry.

I am confident that Betty will make an immediate, positive impact in this role and will be an integral part of our team going forward. I respectfully ask for your vote to affirm this appointment.

Thank you for your consideration.

**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

February 7, 2023

Ms. Betty Clark MacLeay

Dear Ms. MacLeay,

It is my pleasure to offer you the position of Treasurer/Collector for the Town of Harwich. I look forward to your positive contributions to the Town.

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


- Pursuant to the Town Charter, the Town Administrator makes the appointment for this position subject to confirmation by the Board of Selectmen. Your name will be put forth for confirmation on Tuesday, February 21, 2023. Successful confirmation will be needed to finalize appointment;
- The Town will arrange for a Pre-Employment Physical and Drug Test that must be successfully completed;
- Your employment is contingent upon a successful background and C.O.R.I. check;
- Your probation period is six months from your start date of Wednesday, March 8, 2023. The town reserves the right, if necessary, to extend the probationary period by an additional three (3) months.

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

Your position title will be Treasurer/Collector and is included in the Management Employees Association/SEIU 888 contract and your employment is subject to the rights and obligations included in it. Your starting annual salary is \$102,617.77 (Grade M4, Step 8). Upon starting, you will receive a one time, lump-sum, non-pensionable stipend of \$750.00. After successful completion of six months of employment, a second stipend of \$750.00 will be provided.

I am pleased that you are continuing your professional career with us. Please feel free to contact me if you have any questions.

Sincerely,

  
Joseph F. Powers  
Town Administrator

  
Ms. Betty Clark MacLeay Date 2/8/23

cc: Meggan Eldredge, Assistant Town Administrator  
Ann Marie Ellis, Finance Director  
Personnel File

## **TOWN OF HARWICH PRIDE MONTH PROCLAMATION**

WHEREAS, the Selectmen of the Town of Harwich recognizes and proclaims the month of June as “Harwich Pride Month” throughout the town; and

*WHEREAS*, The Town of Harwich joins the State of Massachusetts to observe Pride Month in recognition of our pioneers who led a movement to support the rights of all citizens to experience equality and freedom from discrimination; and

*WHEREAS*, the rainbow flag is widely recognized as a symbol of pride, inclusion, and freedom; and

*WHEREAS*, the Town of Harwich has a long history of contributions by gay, lesbian and bisexual members of the community; and

*WHEREAS*, More recently, straight allies, transgender and questioning members of the community have also been recognized as contributors to - and supporters of - equality, across our town; and

*WHEREAS*, Gay culture is a culture of joy, of optimism, of parties, of laughter, of expression, and of celebration; and

*WHEREAS*, Too often, we can forget the very human need to highlight the brighter side of life, as we argue, and get bogged down in the mundane details of day to day existence; and

*WHEREAS*, while society at large increasingly supports equality for all, it is essential to acknowledge that the need for education and awareness remains vital to end discrimination and prejudice; and

*WHEREAS*, Let us be reminded of the importance of joy, of freedom, of laughter, and of celebration together as the Town of Harwich; and

*NOW, THEREFORE BE IT RESOLVED* that the Board of Selectmen hereby proclaims the month of June as Harwich Pride Month, in recognition of those who make Harwich a freedom-loving and vibrant community in which to live, work and visit.



OFFICE OF THE SELECTMEN  
732 MAIN STREET  
HARWICH, MA 02645  
508-430-7513

**APPLICATION FOR A SPECIAL PERMIT**

- One day Entertainment (\$25)
- One day Liquor License – All Alcohol (\$50)
- One day Liquor License – Wines & Malt (\$50)
- Craft Fair (\$50)
- Event (\$25)
- Road Race (\$50)
- Other (please specify) \_\_\_\_\_

Applicants Name Ed McManus for Harwich Cranberry Fest. Phone \_\_\_\_\_

Mailing Address P.O. Box 555, Harwich Port 02646

Owners Name & Address Ed McManus

Email Address \_\_\_\_\_

**REQUIRED FOR ONE DAY ENTERTAINMENT – PLEASE PRINT**

- The date & time (I.E. 4 P.M. to 10 P.M.) you are requesting to have entertainment  
March 16, 2023 6pm - 10pm.
- Location of entertainment (Inside and/or outside)  
Inside Auditorium
- Address where entertainment will be playing  
204 Sisson Rd, Harwich

**REQUIRED FOR ONE DAY ENTERTAINMENT - ENTERTAINMENT TYPE: (Check all appropriate boxes)**

- Concert  Dance  Exhibition  Cabaret  Public Show  Other
- Dancing by Patrons
- Dancing by Entertainers or Performers
- Recorded or Live Music
- Use of Amplification System
- Theatrical Exhibit, Play or Moving Picture Show
- A Floor Show of Any Description
- A Light Show of Any Description

**REQUIRED FOR ROAD RACE/CRAFT FAIR/ANY OTHER EVENT**

Address of Event Cranberry Festival Music Concert

Date & Time \_\_\_\_\_

Route/Location for Road Race \_\_\_\_\_

Provide any additional information necessary for the Board of Selectmen \_\_\_\_\_



Pursuant to MGL, Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all State tax returns, and have paid all State taxes under the law.

*[Signature]* Past President/Concession Manager

Signature of applicant & title

Federal I.D. # \_\_\_\_\_

Signature of individual or corporate name

Federal I.D. # \_\_\_\_\_

Signature of Manager

Federal I.D. # \_\_\_\_\_

Signature of Partner

Federal I.D. # \_\_\_\_\_

**REGULATORY COMPLIANCE FORM**

The premises to be licensed as described herein have been inspected and found to be in compliance with applicable local codes & regulations, including zoning ordinances, health regulations & building & fire codes.

*[Signature]*  
Building Commissioner

*[Signature]*  
Board of Health

*[Signature]*  
Fire Department

*[Signature]*  
Police Department

*[Signature]*  
Recreation Department

*Required signatures to be obtained by the applicant prior to submission of new applications.*

**Please note: This permit does not exempt the applicant from the Town of Harwich Chapter 189 Noise by-law**

*\* All food permits must be applied for at least 30 days prior to event.*



OFFICE OF THE SELECTMEN  
732 MAIN STREET  
HARWICH, MA 02645  
508-430-7513

**APPLICATION FOR COMMON VICTUALLERS LICENSE RENEWAL**

Fee: \$50

Annual

Seasonal

Opening date \_\_\_\_\_

In accordance with the provisions of the Statutes relating thereto, application for a Common Victuallers license is hereby made by:

Business Name Capeside Kitchen Inc Phone \_\_\_\_\_

Doing Business As (d/b/a) Capeside Kitchen

Business Address S37 Rt28 Suite 2g

Mailing Address \_\_\_\_\_

Email Address Capesideharwichpart@gmail.com

Name of Owner Matt Rosadini

(If corporation or partnership, list name, title and address of officers)

Matt Rosadini President

*Pursuant to MGL Ch. 62c, Sec. 49A, I certify under the penalties of perjury that to the best of my knowledge and belief I have filed all state tax returns and paid all state taxes required under law.*

*By signing below, I am certifying that the premises to be licensed as described herein have been inspected and found to be in compliance with applicable local codes and regulations, including zoning ordinances, health regulations and building and fire codes.*

Matt Rosadini  
Signature of Applicant, Owner or Manager

2/5/23  
Date

Federal I.D. #

\*Application must include payment, Certificate of Insurance showing workers comp coverage and Workers Comp Affidavit. Any application missing information or documentation will be deemed incomplete and sent back to the applicant.

Motion: I move that the Board of Selectmen vote to waive its right to purchase the property owned by Karen Tromp, located at 9 Gomes Road, Harwich, said right created under an Affordable Housing Restriction recorded with the Barnstable County Registry of Deeds in Book 24172, Page 296. I further move that the Board vote to waive its right to locate an eligible purchaser under said Affordable Housing Restriction.

Harwich Town offices;

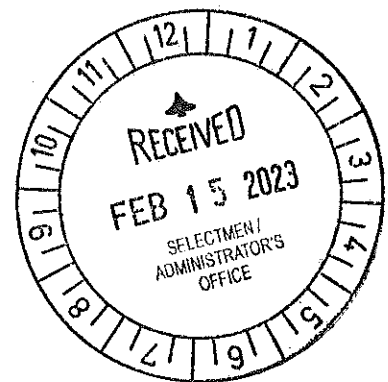
2.15.23

Red River Barbecue will be closing  
from 2.26.23 until 3.17.23  
for cleaning, painting and vacation  
for staff.

Thank You

Chris Sch

Christian Schulte



# **OLD BUSINESS**



**TOWN OF HARWICH**  
**FINANCE DIVISION**  
**732 MAIN STREET, HARWICH, MA 02645**  
**TEL: 508-430-7518 FAX: 508-430-7504**

**Ann Marie Ellis**  
**Finance Director/Town Accountant**

**Wendy Tulloch**  
**Assistant Town Accountant**

*To: Board of Selectmen*  
*From: Ann Marie Ellis*  
*CC: Joe Powers, Town Administrator*  
*Meggan Eldredge, Assistant Town Administrator*  
*Date: February 10, 2023*  
*RE: Opioid Funding Recommendations Review*

I have reviewed the attached Opioid Funding Recommendations memo from Katie O'Neill, Health Director and find them to match the state guidelines for expenditure and reporting.

For your review, I have attached the Guidelines for Expenditure source, the Massachusetts Abatement Terms, and the Massachusetts Draft Opioid Abatement Expenditure Program Report.

Please let me know if you have further questions or concerns.

Thank you.



**Town of Harwich**  
**Board of Health**  
732 Main Street Harwich, MA 02645  
508-430-7509 – Fax 508-430-7531  
E-mail: [health@town.harwich.ma.us](mailto:health@town.harwich.ma.us)

**DATE:** February 1, 2023

**TO:** Board of Selectmen

**CC:** Joe Powers, Town Administrator; David Guillemette, Police Chief; David LeBlanc, Fire Chief; Kevin Considine, Deputy Police Chief; Craig Thornton, Deputy Fire Chief; Paul Finn, EMS Officer; Sheila House, Youth & Family Services Director; Sue Jusell, Town Nurse; Ann Marie Ellis, Finance Director

**FROM:** Katie O'Neill, Health Director

**RE:** Opioid Funding Recommendations

---

On July 21, 2021 Massachusetts Attorney General Maura Healey announced a \$26 billion settlement agreement with opioid distributors and Johnson & Johnson, which provided more than \$500 million to the Commonwealth and its cities and towns for prevention, harm reduction, treatment, and recovery across Massachusetts. This settlement holds accountable several corporations that contributed to the over-prescription of opioids in Massachusetts, and brings needed relief to people struggling with substance use disorder. The settlement agreement includes pharmaceutical distributors Cardinal, McKesson, and AmerisourceBergen as well as Johnson & Johnson, which manufactured and marketed opioids. The settlement also requires significant industry changes that are designed to prevent this from happening again. The AG's Office supports the settlement and has been laying the groundwork for its implementation in Massachusetts and has created the Opioid Recovery and Remediation Fund (ORRF).

Forty percent of abatement funds have been allocated to the state's municipalities, and 60% of the abatement funds have been allocated to the Opioid Recovery and Remediation Fund to further be dispensed into the community through Department of Public Health grants.

The structure Harwich utilized for the staff working group is as follows:

- a. Form a working group comprised of Health Director, Fire Chief, Deputy Fire Chief, EMS Officer, Police Chief, Deputy Police Chief, Youth Counselor, Town Nurse, and one Board of Selectmen representative.
- b. Develop overall goals of the funding. The three goals identified were:
  1. Implement a youth prevention program in the schools.
  2. Develop a navigator/outreach program with the goal of having a consistent, trusted individual that is able to develop deep relationships with members of the public, and assist in a variety of issues.
- c. Develop a relationship with an outpatient program for easy referral.
- d. Meet with Gosnold, Duffy Health Center, & Outer Cape Health to determine offerings for Navigator/outreach Program, and outpatient/inpatient programs.



- e. Meet with Monomoy to identify and implement prevention programs.
- f. Ultimately bring final recommendations to BoS for vote before implementation.

The working group met with potential stakeholders, and ultimately took a final vote. The group voted on the following use for funding in Fiscal Year 2023:

- **\$37,500 to Outer Cape Health Services**
  - \$30,000 for a 0.33 FTE Navigator. The Navigator Program provides a dedicated navigator/recovery coach to the town to work closely with town departments. It also provides office hours in the town for residents to walk in and have a conversation. They are able to connect Harwich residents back into the wider range of Outer Cape Health Services as needed.
    - \$7,500 for miscellaneous support funds to aid in recovery (i.e. transportation, food, & other life style support needs)
- **\$10,000 to Duffy Health Center**
  - \$5,000 for supplies & equipment for the RecoveryBuild APG Program
    - The RecoveryBuild APG Program supports Cape Cod teens struggling with substance use challenges. It provides a place where teens come together with their peers to build the tools, skills and relationships to deal with substance use challenges under the expert guidance of counselors, family therapist, peer mentors with lived experience and certified recovery coaches.
    - This Program is a peer-based recovery support that provides a new group of friends with alternative attitudes, values, judgements, processes and behaviors that support the change necessary for recovery.
    - Research shows that adolescents are far more likely to relapse when experiencing social pressure than adults. This is a safe place for teens 13 to 17 years old to collaborate and to create a new sober life.
    - \$5,000 to Duffy for School Prevention Programing in the Monomoy School district.
- **\$5,000 for a dedicated Harwich Wellness Space**
  - This space would be utilized to house the Navigator, & the RecoveryBuild APG Program. We suggest potentially looking into a room at the 204 Sisson Road building. This would be a space that the RecoveryBuild APG Program could decorate, and make the space feel like their own.
- **\$7,500 to Gosnold**
  - Program Development including Cognitive Behavioral Programs

Thank you for your consideration to our request. Please let me know if there are any questions or concerns.



# Guidelines for Expenditure of Municipal Opioid Settlement Recoveries

The [State-Subdivision Agreement \(PDF\)](#) provides a broad list of the [abatement strategies \(PDF\)](#) municipalities can fund using opioid settlement recoveries and useful guidelines regarding their expenditure.

Plans municipalities develop to expend municipal abatement funds should:

- Incorporate community input from those directly affected by the opiate epidemic.
- Address service disparities to increase access and equity in treatment and services for OUD, prevention and harm reduction relating to opiates.
- Leverage existing state, city, town and community opiate use disorder, mental health disorder and behavioral health disorder programming and services.

Municipalities are encouraged to innovate and collaborate in developing opioid abatement fund strategies. The following are resources available to municipalities to support collaboration:

- The Department of Public Health's Office of Local and Regional Health's [Shared Service Infrastructure](#) website.
- [Sample Opioid Settlement Fund Inter-Municipal Agreement templates](#) posted by the Massachusetts Association of Health Boards.
- Inter-municipal agreements allow municipalities to pool funds to build shared abatement programs and services. Please note, these sample templates are provided as educational resources and are not legal advice, nor are they intended to constitute legal advice.

Please note that state procurement laws apply to expenditure of municipal abatement funds: please see the [AG Frequently Asked Questions](#) for more information.

For strategic guidance and other technical assistance with municipal abatement initiatives, municipalities can email [DPHMuniOpioidAbatementQs@mass.gov](mailto:DPHMuniOpioidAbatementQs@mass.gov)

## Statewide procurements for opioid-related programs and services

Municipalities may be eligible bidders for state procurements for opioid-related programs and services or may be able to use their municipal abatement funds to support new and existing programs and services in their communities.

Municipalities can access the full solicitation materials at the links provided below.

**Temporary low threshold housing:** To complement its existing low threshold, permanent housing model (i.e., the Housing First model) and increase statewide access to services and housing, the Commonwealth seeks to fund 2-3 temporary, low threshold housing sites with wrap around services for individuals experiencing homelessness and substance use disorder (SUD) and other co-occurring mental health diagnoses. Bidders may be providers and/or municipalities. Proposal Due Date: 11/28/2022.

# Existing Free Harm Reduction Resources for Municipalities

## Bulk Purchasing of Naloxone

- Municipal Police and Fire Departments are welcome to order **fully subsidized** naloxone from the State Office of Pharmacy Services (SOPS), funded by BSAS.

## Community Naloxone Purchasing Program (CNPP)

- Organizations that work with individuals who may either witness or experience an overdose are welcome to apply to the CNPP and access **fully subsidized** naloxone funded by BSAS.

## Fentanyl Test Strips

- Fentanyl Test Strips are now available for free from the DPH Health Promotion Clearinghouse funded by BSAS. They are shipped out with an accompanying instructional wallet card.
- Additional educational materials related to harm reduction and overdose prevention are also available to print or order in bulk at no cost.

# Reporting Requirements for Municipalities

Starting in August 2023, all participating municipalities will be asked to submit an annual report on their FY23 Opioid Abatement Fund planning process, strategies selected, and expenditures. Those municipalities that received \$35,000.00 or more in FY23 are required to submit a report. The reporting form covers:

- Efforts to solicit community input regarding how abatement funds should be spent from local stakeholders including people with lived experience of the opioid epidemic.
- The abatement funds received and expended in Fiscal Year 2023.
- The abatement strategies selected.
- Efforts to address service disparities and inequity in opioid use disorder treatment, prevention, harm reduction, and recovery support and to direct resources to under-served or vulnerable populations.

All reports will be submitted through a web-based reporting platform that will be released in the summer of 2023. To support local planning and for the convenience of municipalities, please use the [draft annual reporting form \(PDF\)](#) | [\(DOCX\)](#). Questions may differ in the final version.

In order to support full transparency of the use of the opioid abatement funds, and in accordance with the [State-Subdivision Agreement](#) | [\(DOCX\)](#), all reports will be made public.

Municipalities must retain documentation regarding these funds and their expenditure for the longer of five years after funds are received or the period required by law.



## **MASSACHUSETTS ABATEMENT TERMS**

### **I. STATEWIDE COMMITMENT TO ABATEMENT**

The Commonwealth and its municipalities have a shared commitment to using abatement funds recovered from statewide opioid settlements to supplement and strengthen resources available to Massachusetts communities and families for substance use disorder prevention, harm reduction, treatment, and recovery in a manner that:

- ❖ reflects the input of our communities, of people who have personal experience with the opioid crisis, of experts in treatment and prevention, and of staff and organizations that are carrying out the abatement work;
- ❖ addresses disparities in existing services and outcomes and improves equity and the health of individuals and communities disadvantaged by race, wealth, and stigma, including through efforts to increase diversity among service providers;
- ❖ addresses mental health conditions, substance use disorders, and other behavior health needs that occur together with opioid use disorder (“OUD”);
- ❖ leverages programs and services already reimbursed by state agencies and programs, including direct care reimbursed by MassHealth and the state’s Bureau of Substance Addiction Services (“BSAS”); and
- ❖ encourages innovation, fills gaps and fixes shortcomings of existing approaches; supplements rather than supplants resources for prevention, harm reduction, treatment, and recovery; includes evidence-based, evidence-informed, and promising programs; and takes advantage of the flexibility that is allowed for these funds.<sup>2</sup>

This document sets forth: how abatement funds from these settlements must be used by the state and its municipalities (Sections II and III); how the state will support municipal abatement initiatives (Section IV); and state and municipal reporting requirements (Section V).

### **II. STATE USE OF ABATEMENT FUNDS**

Abatement funds directed to the state shall be deposited into the [statewide Opioid Recovery and Remediation Fund](#) to supplement prevention, harm reduction, treatment, and recovery programs throughout Massachusetts. The Fund is overseen by the Commonwealth’s Executive Office of Health and Human Services (“EOHHS”) together with a [Council comprised of 10 municipal appointees appointed by the Massachusetts Municipal Association and 10 state](#)

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<sup>2</sup> In this document, the words “fund” and “support” are used interchangeably and mean to create, expand, or sustain a program, service, or activity. References to persons with opioid use disorder are intended in a broad practical manner to address the public health crisis, rather than to require a clinical diagnosis, and they include, for example, persons who have suffered an opioid overdose. It is also understood that OUD is often accompanied by co-occurring substance use disorder or mental health conditions, and it is intended that the strategies in this document will support persons with OUD and any co-occurring SUD and mental health conditions.

[appointees](#) qualified by experience and expertise regarding opioid use disorder. Appointees serve for two years. The Council holds public meetings every quarter to identify priorities for addressing the opioid epidemic in Massachusetts.

### **III. MUNICIPAL USE OF ABATEMENT FUNDS**

Abatement funds allocated to municipalities shall be used to implement the strategies set forth below. Municipalities are encouraged to pool abatement funds to increase their impact, including by utilizing the [Office of Local and Regional Health's Shared Service infrastructure](#). Municipal abatement funds shall not be used to fund care reimbursed by the state, including through MassHealth and BSAS, although local or area agencies or programs that provide state-reimbursed services can be supported financially in other ways that help meet the needs of their participants.

#### **1. Opioid Use Disorder Treatment**

Support and promote treatment of persons with OUD, including through programs or strategies that:

- a. Expand mobile intervention, treatment, telehealth treatment, and recovery services offered by qualified providers, including peer recovery coaches.
- b. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
- c. Make capital expenditures to rehabilitate and expand facilities that offer treatment for OUD, in partnership with treatment providers.
- d. Treat trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose).

#### **2. Support People In Treatment And Recovery**

Support and promote programs or strategies that:

- a. Provide comprehensive wrap-around services to individuals with OUD, including job placement, job training, or childcare.
- b. Provide access to housing for people with OUD, including supportive housing, recovery housing, housing, rent, move-in deposits, and utilities assistance programs, training for housing providers, or recovery housing programs that integrate FDA-approved medication with other support services.
- c. Rehabilitate properties appropriate for low-threshold and recovery housing, including in partnership with DHCD-funded agencies and OUD-specialized organizations.
- d. Provide peer support specialists that support people in accessing OUD treatment, trauma-informed counseling and recovery support, harm reduction services, primary healthcare,



or other services, including support for long-term recovery encompassing relapse, treatment, and continued recovery.

- e. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD.
- f. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD.
- g. Provide transportation to treatment or recovery services for persons with OUD.
- h. Provide employment training or educational services for persons with OUD, such as job training, job placement, interview coaching, community college or vocational school courses, transportation to these activities, or similar supports.
- i. Increase the number and capacity of high-quality recovery programs to help people in recovery.
- j. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
- k. Support programs for recovery in schools and/or standalone recovery high schools.
- l. Support bereaved families and frontline care providers.

### **3. Connections To Care**

Provide connections to care for people who have, or are at risk of developing, OUD through programs or strategies that:

- a. Support the work of Emergency Medical Systems, including peer support specialists and post-overdose response teams, to connect individuals to trauma-informed treatment recovery support, harm reduction services, primary healthcare, or other appropriate services following an opioid overdose or other opioid-related adverse event.
- b. Support school-based services related to OUD, such as school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people. This should include alternatives to suspension or interaction with school resource officers such as restorative justice approaches.
- c. Fund services or training to encourage early identification and intervention for families, children, or adolescents who may be struggling with use of drugs or mental health conditions, including peer-based programs and Youth Mental Health First Aid. Training programs may target families, caregivers, school staff, peers, neighbors, health or human services professionals, or others in contact with children or adolescents.

- d. Include Fire Department partnerships such as Safe Stations.<sup>3</sup>

#### **4. Harm Reduction**

Support efforts to prevent overdose deaths or other opioid-related harms through strategies that:

- a. Increase availability of naloxone and other drugs that treat overdoses for first responders,<sup>4</sup> overdose patients, individuals with OUD and their friends and family, schools, community-based organizations, community navigators and outreach workers, persons being released from jail or prison, or the public.
- b. Provide training and education regarding naloxone and other drugs that treat overdoses.
- c. “Naloxone Plus” strategies to ensure that individuals who receive naloxone to reverse an overdose are linked to treatment programs or other appropriate services.
- d. Approve and fund syringe service programs and other programs to reduce harms associated with drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, syringe collection and disposal, connections to care, and the full range of harm reduction and treatment services provided by these programs.
- e. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, primary and behavioral health care, recovery support, or other appropriate services to persons with OUD.
- f. Promote efforts to train health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD in crisis training and harm reduction strategies.
- g. Active outreach strategies such as the Drug Abuse Response Team model or the Post Overdose Support Team model.
- h. Provide outreach and services for people who use drugs and are not yet in treatment, including services that build relationships with and support for people with OUD.

#### **5. Address The Needs Of Criminal-Justice-Involved Persons**

Support diversion and deflection programs and strategies for criminal-justice-involved persons with OUD, including:

- a. Programs, that connect individuals involved in the criminal justice system and upon release from jail or prison to OUD harm reduction services, treatment, recovery support, primary healthcare, prevention, legal support, or other supports, or that provide these

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<sup>3</sup> Safe Stations currently operate in Fall River and Revere. See, e.g., <https://www.mma.org/fall-river-fire-stations-become-safe-stations-for-people-seeking-addiction-treatment/>.

<sup>4</sup> Municipalities can purchase discounted naloxone kits from the State Office of Pharmacy Services. See <https://www.mass.gov/service-details/bulk-purchasing-of-naloxone>.



services.

- b. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater OUD expertise.
- c. Public safety-led diversion strategies such as the Law Enforcement Assisted Diversion model.
- d. Participate in membership organizations such as the Police Assisted Addiction Recovery Initiative for training and networking and utilize law enforcement training opportunities such as the Safety and Health Integration in the Enforcement of Laws on Drugs (SHIELD) model.<sup>5</sup>

## **6. Support Pregnant Or Parenting Women And Their Families, Including Babies With Neonatal Abstinence Syndrome**

Support pregnant or parenting women with OUD and their families, including babies with neonatal abstinence syndrome, through programs or strategies that provide family supports or childcare services for parents with OUD, including supporting programs such as:

- a. FIRST Steps Together, a home visiting program for parents in recovery that currently has seven sites serving cities and towns across the state;
- b. Pregnant/post-partum and family residential treatment programs, including and in addition to the eight family residential treatment programs currently funded by DPH; and
- c. the Moms Do Care recovery support program that has grown from two to ten programs in the state.

## **7. Prevent Misuse Of Opioids And Implement Prevention Education**

Support efforts to prevent misuse of opioids through strategies that:

- a. Support programs, policies, and practices that have demonstrated effectiveness in preventing drug misuse among youth. These strategies can be found at a number of existing evidence-based registries such as Blueprints for Health Youth Development (<https://www.blueprintsprograms.org/>).
- b. Support community coalitions in developing and implementing a comprehensive strategic plan for substance misuse prevention. There are a number of evidence based models for strategic planning to consider including but not limited to the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (<https://www.samhsa.gov/sites/default/files/20190620-samhsa-strategic-prevention-framework-guide.pdf>) and Communities That Care developed by the University of Washington (<https://www.communitiesthatcare.net/programs/ctc-plus/>).
- c. Engage a robust multi-sector coalition of stakeholders in both the development and implementation of the above stated strategic plan (<https://www.prevention->

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<sup>5</sup> See <https://paariusa.org>

[first.org/centers/center-for-community-engagement/about-this-center/](https://www.first.org/centers/center-for-community-engagement/about-this-center/)).

- d. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD.
- e. Support greater access to mental health services and supports for young people, including services provided in school and in the community to address mental health needs in young people that (when not addressed) increase the risk of opioid or another drug misuse.
- f. Initiate, enhance, and sustain local youth health assessment through the implementation of a validated survey tool to develop localized strategic plans that will inform the best ways to institute or enhance strategies to reduce and prevent youth substance misuse, including mental health services and supports for young people, intervention services for families, and youth-focused programs, policies, and practices that have demonstrated effectiveness in reducing and preventing drug misuse.

#### **IV. STATE SUPPORT FOR MUNICIPAL ABATEMENT AND INTER-MUNICIPAL COLLABORATION**

EOHHS and the Department of Public Health (DPH), including through its [Office of Local and Regional Health](#) (OLRH), will support municipal abatement initiatives by providing strategic guidance to help Massachusetts municipalities select and implement abatement strategies and [effectively pool their resources through inter-municipal Shared Service Agreements](#), as well as other technical assistance. By pooling resources, functions, and expertise, a consortium of cities and towns can expand the public health protections and services they offer residents.

In addition, EOHHS/DPH will collect information regarding municipal abatement and publish an annual report to provide the public with information about the municipal abatement work and to highlight effective strategies, lessons learned, and opportunities for further progress. The support for municipal abatement described in this Section IV will be funded by the state abatement funds described in Section II, above.

#### **V. REPORTING AND RECORD-KEEPING REQUIREMENTS**

**A. STATE REPORTING.** Annually, not later than October 1, the secretary of EOHHS shall file a report on the activity, revenue and expenditures to and from the statewide Opioid Recovery and Remediation Fund in the prior fiscal year with the clerks of the senate and the house of representatives, the house and senate committees on ways and means and the joint committee on mental health, substance use and recovery and made available on the executive office of health and human services' public website. The report shall include, but not be limited to: revenue credited to the fund; expenditures attributable to the administrative costs of the executive office; an itemized list of the funds expended from the fund; data and an assessment of how well resources have been directed to vulnerable and under-served communities. EOHHS filed its [first Annual Report](#) on October 1, 2021.



**B. MUNICIPAL REPORTING.** Cities and towns that receive annual abatement distributions of \$35,000<sup>6</sup> or more, whether individually or pooled through OLRH Shared Service arrangements, will be required to submit annual reports of their Municipal Abatement Fund expenditures in the prior fiscal year to EOHHS, starting in FY2023. The reports shall include, but not be limited to: municipal abatement funds received; an itemized list of the funds expended for abatement and administrative costs, if applicable; the unexpended balance; a brief description of the funded abatement strategies and efforts to direct resources to vulnerable and under-served communities. Additional reporting-related guidance shall be provided. All municipalities must maintain, for a period of at least 5 years after funds are received, documents sufficient to reflect that Municipal Abatement Funds were utilized for the Municipal Abatement Strategies listed herein.<sup>7</sup>

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<sup>6</sup> EOHHS retains the right to modify this reporting threshold.

<sup>7</sup> Nothing in this document reduces obligations under public records law.

## DRAFT Massachusetts Opioid Settlement Abatement Expenditure and Programmatic Report – FY23

**Instructions:** This form should be completed by all municipalities that received Massachusetts Opioid Settlement Abatement funds (“Abatement Funds”) during state fiscal year 2023 (June 1, 2022 – July 30, 2023).

### Contact Information (Designated Municipal Administrator and Secondary Contact)

- C1. Primary contact name (type-in): \_\_\_\_\_ C4. Secondary contact name (type-in): \_\_\_\_\_
- C2. Primary contact email (type-in): \_\_\_\_\_ C5. Secondary contact email (type-in): \_\_\_\_\_
- C3. Primary contact phone (type-in): \_\_\_\_\_ C6. Secondary contact phone (type-in): \_\_\_\_\_

### Municipal Fiscal Allocations

- M1. Name of the municipality you are reporting on (choose one): [drop-down of 351 MA municipalities]
- M2. Total abatement funds **received** by your municipality in FY23 (July 1, 2022 – June 30, 2023) (type-in): \$ \_\_\_\_\_ (exact dollar and cents amount)
- M3. Total abatement funds **expended** by your municipality in FY23 (type-in): \$ \_\_\_\_\_ (exact dollar and cents amount)
- M4. Is your municipality collaborating with other municipalities on the expenditure of abatement funds? (choose one)  Yes [continue to question MSa]  
 No [continue to question G1]
- M4a. Which municipalities (including yours) are you collaborating with? (choose all that apply): [multi-select drop-down of 351 MA municipalities]

### Guiding Principles, Goals, and Objectives

- G1. During FY23, did your municipality seek input from the following groups to inform how abatement funds would be allocated?
- a. ...people who have personal (lived) experience with the opioid crisis?  Yes  No  Unsure
- b. ...experts in treatment and prevention?  Yes  No  Unsure
- c. ...staff and organizations directly working on the opioid crisis?  Yes  No  Unsure
- G2. During FY23, did your municipality use abatement funds to...
- |  | Yes                   | No                    | Unsure                |
|--|-----------------------|-----------------------|-----------------------|
| a. ...address disparities in existing services and service outcomes?   | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| b. ...improve equity and the health of individuals disadvantaged by race, wealth, and stigma?  | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| c. ...increase diversity among service providers?  | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| d. ...address mental health conditions, substance use disorders, and other behavioral health needs that occur together with opioid use disorder (OUD)? | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
- G3. During FY23, did your municipality use abatement funds to.....
- |  | Yes                   | No                    | Unsure                |
|--|-----------------------|-----------------------|-----------------------|
| a. ...leverage programs and services already reimbursed by state agencies and programs, including direct care reimbursement by MassHealth and the state’s Bureau of Substance Addiction Services (BSAS)? | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| b. ...put in place innovative solutions to addressing the opioid crisis?   | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| c. ...fill gaps and fix shortcomings of existing efforts to address the opioid crisis?   | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
- G4. During FY23, did your municipality use abatement funds to.....
- |   | Yes                   | No                    | Unsure                |
|---|-----------------------|-----------------------|-----------------------|
| a. ...implement <i>emerging</i> or <i>promising</i> programs, policies, or practices?                   | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| b. ...implement <i>evidence-based</i> or <i>evidence-informed</i> programs, policies, or practices?     | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| c. ...implement <i>new</i> prevention, harm reduction, treatment, or recovery efforts?                  | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |
| d. ...enhance or supplement <i>existing</i> prevention, harm reduction, treatment, or recovery efforts? | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |

### Planning Process

- P1. What kind of planning process was used during FY23 to determine how to allocate abatement funds? (choose one)
- Our municipality conducted its own planning process [continue to P1a]
- We engaged in shared planning with other municipalities [continue to P1a]
- We did not engage in a planning process [continue to PG1]
- P1a. Briefly describe the planning process and its primary participants (type-in): \_\_\_\_\_



## Population(s) Served

- PG1. During FY23, did your municipality serve or plan to serve any specific individuals, groups, or populations unified by age, gender identify, race/ethnicity, sexual orientation, or other characteristics with abatement funds? (choose one)
- Yes, all our efforts are focused on a specific population [continue to PG1a]  
 Yes, some of our efforts are focused on a specific population [continue to PG1a]  
 No, our efforts are not focused on a specific population [continue to S1]

PG1a. Briefly describe the population(s) served (type-in): \_\_\_\_\_

## Strategy Implementation Overview

**Instructions:** Abatement funds allocated to municipalities are to be used to implement strategies identified in the State-Subdivision Agreement. Please consult the list of [abatement strategies](#) when completing this section.

- S1. What proportion (%) of total FY23 abatement fund expenditures in your municipality were allocated to each of the following areas?  
(Percentages must sum to 100%)
- a. Preventing misuse of opioids and implementing prevention education \_\_\_\_\_ %
  - b. Harm reduction \_\_\_\_\_ %
  - c. Connections to care \_\_\_\_\_ %
  - d. Addressing the needs of persons involved in with the criminal justice system \_\_\_\_\_ %
  - e. Opioid use disorder treatment \_\_\_\_\_ %
  - f. Supporting people in treatment and recovery \_\_\_\_\_ %
  - g. Supporting pregnant or parenting women and their families, including babies with neonatal abstinence syndrome \_\_\_\_\_ %
  - h. Other service-related area not listed above \_\_\_\_\_ %
  - i. Administrative costs \_\_\_\_\_ %

- S2. Identify the level of progress in your municipality in FY23 related to abatement fund expenditures in each of the following areas?  
(choose one on each row)

	No Work in this Area	Planning	Early Implementation	Full Implementation
a. Preventing misuse of opioids	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
b. Harm reduction	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
c. Connections to care	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
d. Addressing the needs of criminal-justice-involved persons	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
e. Opioid use disorder treatment	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
f. Supporting people in treatment and recovery	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
g. Supporting pregnant or parenting women and their families	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
h. Other area not listed above	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

- S3. Briefly describe how your municipality has used abatement funds in FY23. Please include a list of the primary collaborating municipal or community-based organizations. (type-in):

- S4. Which specific [abatement strategies](#), if any, did your municipality focus on in FY23? (type-in):

- S5. Briefly describe any challenges or barriers your municipality encountered in FY23 related to the use of these funds (type-in):

- S6. Briefly describe any highlights or successes in your municipality in FY23 related to the use of these funds (type-in):

## Additional Comments

- A1. Provide any additional comments you have about the Massachusetts Opioid Settlement Abatement initiative (type-in):



# Town of Harwich Human Services Grant Program Fiscal Year 2024

## REQUEST FOR PROPOSALS

## I. Purpose and Scope

The purpose of the Harwich Human Services Grants program is to assist non-profit agencies in their efforts to support the residents of the Town of Harwich through vital human service programming.

This document contains information and forms necessary to apply for a Fiscal Year 2024 Town of Harwich Human Services Grant. The grants program is funded and managed by the Town of Harwich. All contracts and grant billings are issued and managed by The Town of Harwich.

In Fiscal Year 2024, a total of **\$83,250** is available, pending Town Meeting approval, to support these efforts. Historically, grants have ranged from \$1,000 to \$10,000. **However, there are guideline as follows:**

- 1. Limit maximum request to \$10,000.**
- 2. Application must include at least (2) two letters of reference and/or support from other professionals within their field.**
- 3. Under the collaboration section, applicants must include a list of entities/agencies that are participating in the program, if any.**
- 4. Applications must include an assessment/evaluation plan that describes how the project will be measured.**
- 5. It is the responsibility of the applicant to confirm that the Town has received all application materials.**

***Please note:*** If you have received human service grant funding from the Town of Harwich in previous years, you **must still apply through this program** to be eligible for funding in Fiscal Year 2024.

## II. Eligibility

The Town of Harwich Human Services Grants Program will consider requests from any eligible non-profit or not for profit organization providing a human service-related program that directly benefits the residents of the Town of Harwich.

## III. Funding and Match Requirements

### ***Funds Available***

In Fiscal Year 2024, the Town of Harwich expects **\$83,250** to be available to distribute in grant funds. The Town usually makes 8 to 15 awards, with all awards being less than \$10,000 and typically in the \$3,000 to \$6,000 range. Due to limited funding and the competitive nature of this program, the Town of Harwich may seek to partially fund some applicants.

### ***Allowable Expenses***

Grants may be used to pay for supplies, rental fees, contractual fees, salaries (fringe benefits), postage, printing, advertising, telephone, mileage and travel within Massachusetts.

***Ineligible Expenses***

Grant funds may not be used to pay for administrative costs, direct overhead, property acquisitions, equipment purchases (exceptions may be given with a detailed budget justification), lobbying, political or religious activities.

***Matching Funds***

The Town of Harwich Human Services Grants Program does not require applicants to provide matching funds. However, proposals that demonstrate matching funds (i.e., in-kind services or cash) and leverage other resources may be given stronger consideration.

Examples of eligible in-kind match include:

- Value of staff time managing the grant program
- Value of volunteer time
- Use of office space
- Photocopying, printing, and postage
- Transportation costs

**IV. Application Instructions**

**Applications must be received no later than:  
4:00 P.M. on May 19, 2023**

Applicants must use the enclosed application forms and must submit an **original signed proposal** and **FOUR COPIES** (including attachments) to:

**ATTN: Harwich Human Services Grants  
Town of Harwich  
Town Administration Office  
732 Main Street  
Harwich, MA 02645**

*\*If hand delivering a proposal, applications must be brought to the Town Administration office before 4:00 P.M. on May 19, 2023.*

**PLEASE NOTE:** Incomplete applications **will not** be considered for funding.  
NO faxed or electronic applications will be accepted.

**V. Important Dates**

Request for Proposal Announcement	March 2023
Application Submission Deadline	May 19, 2023 by <b><u>4:00 P.M.</u></b>
Grant Review Period	May 22-June 2, 2023
Grant Award Notification	June 2023
Project Period	July 1, 2023 - June 30, 2024
Final Report & Evaluation Due <b><u>(required)</u></b>	July 31, 2024

## **VI. Evaluation of Proposal**

The proposals will be reviewed based on the following criteria:

- Clarity of goals and objectives
- Clarity of evaluation plan (tools) to be used
- Number of Harwich residents assisted
- Strength and creativity of plans for achieving objectives
- Potential for successful collaborative efforts
- Ability to complete the project within stated time limits
- Reasonable project budget projections
- Project funding request as it relates to the full organization budget
- Organizational capacity, including staff qualifications
- Match, in form of cash or in-kind services

## **VII. Funding Schedule**

Funds will be paid quarterly to recipients based upon receipt of quarterly invoices. The final 25% of grant funds will be allocated upon completion of proposed activities as outlined in grant application and submission of final report.

## **VIII. Grant Agreement**

All organizations receiving funding through the Town of Harwich Human Services Grant Program will be required to sign a Grant Agreement with the Town. A sample Grant Agreement is included in Appendix A.

## **IX. Questions:**

Questions related to this RFP may be directed to:

Town Administration  
c/o Cultural Affairs  
Town of Harwich  
Phone: 774-212-3482  
Email: [kmewhinney@town.harwich.ma.us](mailto:kmewhinney@town.harwich.ma.us)

An electronic version of the application package can be found online at:

<https://www.harwich-ma.gov>

## **Grant Application Checklist**

*(Please provide materials in the order shown)*

- \_\_\_\_\_ **GRANT APPLICATION CHECKLIST**
- \_\_\_\_\_ **APPLICATION**
- \_\_\_\_\_ **GRANT NARRATIVE**
- \_\_\_\_\_ **PROJECT BUDGET**
  
- \_\_\_\_\_ **CURRENT YEAR FULL ORGANIZATION OPERATING BUDGET**
- \_\_\_\_\_ **PROOF OF NON-PROFIT STATUS**
- \_\_\_\_\_ **AT LEAST TWO LETTERS OF REFERENCE/SUPPORT**
- \_\_\_\_\_ **ADDITIONAL ATTACHMENTS (No more than 2)**



**Town of Harwich  
FY 2024 Human Services Grant Program Application**

**Applicant Information:**

Organization: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Department/Committee: \_\_\_\_\_

Full Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Budget Information:**

Amount of funds requested: \$ \_\_\_\_\_

Match/In-Kind contributions: \$ \_\_\_\_\_

Total Project Cost: \$ \_\_\_\_\_

**Project Information:**

Project Title: \_\_\_\_\_

# of Harwich Residents served: \_\_\_\_\_

Executive Summary (2-3 sentences describing your project):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Authorized Signatory:**

Name: (Print) \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Grant Narrative

*In no more than 3 double-spaced pages (1-inch margins, 12 pt. font), please thoroughly and concisely answer each of the following questions. You may use separate pages or the format provided.*

### **1. Organization Mission / History:**

Please provide background information on your organization. What is your mission statement? Why is your organization able to carry out this program? What work does your organization provide for Harwich residents?

### **2. Description of Services / Program:**

Please provide detail regarding your overall programs and/or services. Is this a special program to enhance your current services? Is this a continuous day to day program that benefits your overall organizational goals?

### **3. Need to be addressed:**

Describe the problem or need you are planning to address. How many Harwich residents are affected? What is the target population? What background information / documentation do you have to support this?

### **4. Goals and Objectives:**

Please describe your project goals and objectives. How do you plan to carry out your project? How many Harwich residents will your project directly benefit?

### **5. Evaluation:**

Please describe your evaluation method. How will you determine if your project was successful? How will you measure results? How will you track successes? (Please note you will be required to provide information to the Town of Harwich in your final report).

### **6. Collaboration:**

Please discuss any collaboration or program partners. Which organizations are assisting you in this project? What roles will they play? (Please provide letters of support if applicable)

### **7. Additional Information:**

Has your agency experience and changes in the past Fiscal Year, ie, new services added, major reorganization, staffing changes? Please Explain.

## Project Budget

**Budget Narrative/Justification** (please provide a brief description indicating how the requested funding will be used. In your narrative be sure to speak to fee structures and waivers and scholarships if applicable.

**Full Organization Operating Budget:** Please include a copy of the full organization operating budget for the current fiscal year. Budget should include all expected revenue, revenue sources, and expenditures. Please also include the projected organization budget for next fiscal year if available. Provide an overview or highlight of the areas of your budget that goes directly to direct services to administration and to overhead. Include any fundraising efforts including amounts raised during the past two fiscal years and for what purposes; other grant requests and status.

## Appendix A

### TOWN OF HARWICH HUMAN SERVICES GRANT PROGRAM GRANT AGREEMENT - SAMPLE

This grant agreement is made and entered into as of 1<sup>st</sup> day of July, 2023 by and between TOWN OF HARWICH hereinafter referred to as the “Town” Or “Grantor”, and Organization, herein after referred to as the “Grantee.”

**WHEREAS**, the Town has established the Human Services Grant Program to address Town-identified goals by supporting the provision of services to residents of the Town by non-profit agencies;

**WHEREAS**, the Grantee is a non-profit entity which provides services to the residents of the Town, which has submitted a proposal under said Program to address a Town-identified need(s);

**WHEREAS**, the Town is administering the Human Services Grant Program during Fiscal Year 2023. These funds shall be used to provide support or stimulation to carry out the above public purposes; as such term is used in Chapter 30B of the Massachusetts General Laws;

**NOW, THEREFORE**, the Town and the Grantee agree as follows:

**Section 1 Scope of Work.** The Grantee shall supply services to the residents of the Town, to address a Town-identified human service need(s) as outlined in the applicant’s grant proposal. Said grant proposal is deemed part of this agreement.

**Section 2 Time of Performance.** The Grantee shall furnish the services specified in Section 1 above for the period July 1, 2023 to June 30, 2024.

**Section 3. Reporting Requirement.** Each invoice must be accompanied by a quarterly report documenting the Grantee’s quarterly activities, use of funds and total number of Harwich clients served. Additionally, a final grant report shall be submitted by the Grantee to the Grantor by July 31, 2024. All reports will be subject to a quality assurance check conducted by qualified employee(s) of the Town, consistent with applicable confidentiality statutes. The Town reserves the right to require supplementary back-up material from the Grantee with regard to the Final Report and to deem the Grantee’s failure to provide the requested documentation as a material breach of the conditions of this grant agreement. The Grantee further agrees to have its staff and/or board members meet with Town staff upon reasonable request to discuss services provided under this Grant Agreement in necessary.

**Section 4. Compensation.** The Town shall pay the Grantee the sum of **\$ Amount** for the provision of services specified in the grant narrative. Payments shall be made quarterly throughout the Fiscal Year as appropriate. Invoices for final payment shall be approved by the Grantor only after receipt and review of a verifiable and complete final report. All correspondence shall be between the Town and the Grantee.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

TOWN OF HARWICH  
TOWN ADMINISTRATOR

**GRANTEE**

\_\_\_\_\_  
Joseph F. Powers

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Agency/Organization

Date



## *Memorandum*

**From:** Paul Halkiotis, Planning & Community Development Director

**To:** Board of Appeals

**RE:** Draft Zoning Bylaw Amendments

**Date:** February 13, 2023

The Planning Board will be holding a public hearing on 2/28/23 to accept comments on three proposed Zoning Bylaw Amendments, I have attached copies of the amendment and the public hearing notice. The following is a brief explanation of them.

- 1. Flood Plain Regulations** – The Federal Emergency Management Agency (FEMA) has issued new requirements that must be incorporated into the Zoning Bylaw. I have worked with Shannon Hulst, Floodplain Manager for the County on the Bylaw amendment. She provided the new language that FEMA is requiring the Town to adopt. There were so many changes that it made sense to just delete the entire section on floodplain management and replace it with a whole new floodplain bylaw.
- 2. Solar Photovoltaic Regulations** – I have drafted a new section of regulations for solar photovoltaic installations. The Bylaw already has a section that regulates commercial scale photovoltaic installations connected to the grid. The new bylaw regulates the type of solar installations found on commercial properties, solar panels mounted on the roof of canopy above a parking lot and ground mounted solar installations. The bylaw amendment also regulates residential solar installations on roof tops and ground mounted.
- 3. Accessory Dwelling Units** – I was asked to amend the Supplemental Regulations governing the creation of Accessory Dwelling Units (ADU). Several people had mentioned that the minimum lot area limitations were preventing the creation of ADU's. In an effort to address those restrictions I am recommending that the minimum lot area be reduced to 10,000 SF in all districts. The existing provision that requires existing homes and new ADU's comply with all waste water treatment requirements for the total number of bedrooms addresses my concerns about adverse impacts to the aquifer.

Article \_\_\_\_

To see if the Town will vote to amend the Code of the Town Of Harwich §325 Article V Section 14 Supplemental Regulations as shown below. Deleted words are crossed out, new words are underlined.

**T. Single-family dwelling with accessory apartment.**

[Amended 5-7-2013 ATM by Art. 12; 5-6-2019 ATM by Art. 23]

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

(a) Increase the number of small dwelling units available for rent in Town;

(b) Increase the range of choice of housing accommodations;

(c) Encourage greater diversity of population with particular attention to young adults and senior citizens; and

(d) Encourage a more economic and energy-efficient use of the Town's housing supply while maintaining the appearance and character of the Town's single-family neighborhoods.

(2) Definitions.

### **OWNER**

One or more individuals holding title to the property.

(3) Criteria. An accessory apartment is allowable within a single-family dwelling, either attached or detached, provided that the following criteria have been satisfied:

(a) Only one accessory apartment is permitted for each principal dwelling unit.

(b) The accessory apartment may not be held in separate ownership from the principal use.

(c) Only one of the principal dwelling or accessory apartment may be rented at any given time and, if rented, shall be rented for a term of no less than six consecutive months.

(d) The accessory apartment shall have a net floor area not exceeding 1/2 of the net floor area of the principal dwelling unit and not more than 1,000 square feet.

(e) The accessory apartment shall have not more than two bedrooms.

(f) At least one off-street parking space shall be provided for the accessory apartment.

(g) The minimum lot area required for a parcel to allow an accessory apartment shall not be less than 10,000 square feet. For parcels existing within an approved open space residential development or cluster subdivision, the lots size shall be consistent with the endorsed plan.

(h) The accessory apartment shall be designed so that, to the degree reasonably feasible, the appearance of the property remains that of a single-family property with matching materials,

colors, window styles and roof design for one structure, if the apartment is attached, or for both structures, if the apartment is detached.

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

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

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

The Building Commissioner shall determine compliance with said criteria following receipt of the application for a building permit for a change of use and/or for construction of the said accessory apartment.

(4) A determination that the owner has failed to comply with the forgoing criteria shall be evidence that the rights and benefits conferred hereunder are null and void and the elements that make the accessory apartment a separate dwelling unit shall be removed from the property within 90 days of said determination, with the owner to comply with all requirements of the State Building Code and Town Zoning in removing elements determined to be unpermitted.



**Article:** \_\_\_\_ To amend the Code of the Town Of Harwich Article XVII §325 –Floodplain Regulations by deleting the entire existing section and replacing it with the following new Floodplain Regulations.

## Article XVII Floodplain Regulations

### § 325 -104 **Purpose**

The purpose of the Floodplain Overlay District is to:

1. Promote flood resiliency through planning and design;
2. Reduce the creation of new public safety hazards caused by new construction and redevelopment in flood zones;
3. Reducing the occurrence of public emergencies resulting from adversely impacting water quality, contamination, and pollution due to flooding;
4. Reducing the loss of utility services which if damaged by flooding would disrupt or shut down the utility network and impact regions of the community beyond the site of flooding;
5. Reducing costs and safety risks associated with the response and cleanup of flooding conditions;
6. Reducing damage to public and private property resulting from flooding waters.

### § 325 -105 **Establishment of Floodplain Districts**

The Floodplain District is herein established as an overlay district superimposed over the underlying Zoning Districts. The district includes all Special Flood Hazard Areas within the Town of Harwich designated as Zones A, AE, AH, AO, A99, V, or VE on the Barnstable County Flood Insurance Rate Map (FIRM) dated July 16, 2014 issued by the Federal Emergency Management Agency (FEMA) for the administration of the National Flood Insurance Program. The exact boundaries of the Districts shall be defined by the 1% chance base flood elevations shown on the FIRM and further defined by the Barnstable County Flood Insurance Study (FIS) report dated July 16, 2014. All flood zones referenced within this Floodplain Overlay District Bylaw shall mean the flood zones designated on the FIRM dated July 16, 2014. The FIRM and FIS report are incorporated herein by reference and are on file with the Town Clerk, Planning Board, Building Department and Conservation Commission.

### § 325 - 106 **Abrogation**

The floodplain management provisions found in this Floodplain Overlay District Bylaw shall take precedence over and shall supersede any less restrictive, conflicting sections of the Zoning Bylaws, Code of the Town of Harwich or regulations in the Town of Harwich.

### § 325-107 **Relation to Other Districts.**

The Floodplain Overlay District is superimposed over the other Zoning Districts shown on the Official Zoning Map. All buildings, structures, uses or land included within the Floodplain Overlay District shall be subject to all the restrictions and regulations of the underlining Zoning District in addition to those set forth in this article.

§ 325-108 **Designation of Floodplain Administrator**

The Town of Harwich hereby designates the Building Commissioner to be the official Floodplain Administrator for the Town.

§ 325- 109 **Degree of Protection**

The degree of flood protection required by this bylaw is considered reasonable but does not imply total flood protection.

§ 325-110 **Severability**

The degree of flood protection required by this Floodplain Overlay District Bylaw is based on reasonable scientific and engineering considerations but does not imply total flood protection. This Bylaw shall not create liability on the part of the Town of Harwich or any officer or employee thereof for any flood damage that may result from reliance on the provisions hereof, or from any administrative decision made hereunder.

§ 325- 111 **Requirement to Submit New Technical Data**

If the Town acquires data that changes the base flood elevation in the FEMA mapped Special Flood Hazard Areas, the Town will, within 6 months, notify FEMA of these changes by submitting the technical or scientific data that supports the change(s.) Notification shall be submitted to: FEMA Region I Risk Analysis Branch Chief, 99 High St., 6th floor, Boston, MA 02110 and a copy of notification to: Massachusetts NFIP State Coordinator, MA Dept. of Conservation & Recreation, 251 Causeway Street, Boston, MA 02114.

§ 325- 112 **Unnumbered A Zones**

In A Zones, in the absence of FEMA Base Flood Elevation (BFE) and/or floodway data, the Town of Harwich Building Department shall reasonably obtain, review and utilize base flood elevation and floodway data available from a Federal, State, or other source for determining whether residential and nonresidential structures must be elevated to or above base flood level, whether floodproofing is required or whether encroachments in floodways should be prohibited.

§ 325-113 **Floodway Encroachments**

In Zones A and AE, along watercourses that have not had a regulatory floodway designated, the best available Federal, State, local, or other floodway data shall be used to prohibit encroachments in floodways which would result in any increase in flood levels within the community during the occurrence of the base flood discharge.

In Zone AE, along watercourses that have a regulatory floodway designated on the Town's FIRM, encroachments are prohibited in the regulatory floodway which would result in any increase in flood levels within the community during the occurrence of the base flood discharge.

§ 325- 114 **Watercourse Alterations or Relocations in Riverine Areas**

In a riverine situation, the Floodplain Administrator shall notify the following entities of any

alteration or relocation of a watercourse:

- Adjacent Communities, especially upstream and downstream;
- NFIP State Coordinator: Massachusetts Department of Conservation and Recreation, 251 Causeway Street, 8th floor, Boston, MA 02114.
- NFIP Program Specialist - Federal Emergency Management Agency, Region I, 99 High Street, 6th Floor, Boston, MA 02110.

§ 325- 115 **Drainage Requirements in AO and AH Zones**

Before any activity that constitutes Development, New Construction, Substantial Improvement, Site Alterations or Subdivision (as those terms are defined herein) is commenced within Zones AO and AH on the FIRM, the Floodplain Administrator shall confirm that the work includes adequate drainage paths around structures on slopes to guide floodwaters around and away from proposed structures.

§ 325- 116 **Recreational Vehicles**

In A, AH, AE, VE, and V Zones , all recreational vehicles to be placed on a site must be elevated and anchored in accordance with the zone’s regulations for foundation and elevation requirements or be on the site for less than 180 consecutive days or be fully licensed and highway ready. § 325

– 117 **Permit Requirements**

The Town of Harwich requires a permit for all proposed construction or other development in the Floodplain Overlay District, including new construction or changes to existing buildings, placement of manufactured homes, placement of agricultural facilities, fences, sheds, storage facilities or filling, grading, drilling, mining, paving and any other development that might increase flooding or adversely impact flood risks to other properties.

§ 325- 118 **Variations from the State Building Code Floodplain Provisions**

Variations to the flood-resistant standards as found in the MA State Building Code may only be issued by the MA State Building Code Appeals Board.

Upon learning that an applicant intends to file for a variance from the State Building Code Appeals Board, the Town shall also issue a letter to the property owner regarding potential impacts to the annual premiums for the flood insurance policy covering that property, in writing over the signature of a community official that (i) the issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage and (ii) such construction below the base flood level increases risks to life and property.

Such notification shall be maintained with the record of all variance actions for the referenced development in the Floodplain Overlay District.

The Town will request from the State Building Code Appeals Board a written and/or audible copy of the portion of the hearing related to the variance, and will maintain this record in the community’s files.

§ 325- 119 **Variations from this local Floodplain Overlay District Bylaw**

A variance from these floodplain bylaws must meet the requirements set out by State law, and may only be granted by the Board of Appeals if they make the following findings: (1) Good and

sufficient cause and exceptional non-financial hardship exist; 2) the variance will not result in additional threats to public safety, extraordinary public expense, or fraud or victimization of the public; and 3) the variance is the minimum action necessary to afford relief.

§ 325-120 **Enforcement**

Violations of any section or provision of this Bylaw may be enforced by the institution of enforcement actions, either criminal or civil, either legal or equitable or both, or by fines of not more than three hundred (300) dollars for each offense. Each day that such offense continues shall constitute a separate offense.

§ 325-121 **Subdivision Within Floodplain Overlay Districts**

All preliminary and definitive subdivision applications filed with the Town of Harwich Planning Board for land located within the Floodplain Overlay District shall be reviewed by the Planning Board as part of its review under the Subdivision Control Law and the Harwich Subdivision Regulations to assure that:

- (a) Such proposals minimize flood damage;
- (b) Public utilities and facilities are located and constructed so as to minimize flood damage; and
- (c) Adequate drainage is provided.

§ 325-122 **Base Flood Elevation Data for Subdivision Proposals**

When proposing subdivisions greater than 50 lots or 5 acres (whichever is less), the proponent must provide technical data to determine base flood elevations for each developable parcel shown on the proposed subdivision plans.

§ 325-123 **Use regulations.**

A. Existing regulations

1. All development in the floodplain, including structural and nonstructural activities, whether permitted by right or by Special Permit, must be in compliance with the following:
  - (a) Section of the State Building Code which addresses floodplain and coastal high-hazard areas (currently 780 CMR). [**Amended 5-6-2014 STM by Art. 3**]
  - (b) Wetland Protection Regulations, Department of Environmental Protection (DEP) (currently 310 CMR 10.00).
  - (c) Inland Wetlands Restriction, DEP (currently 310 CMR 13.00). [**Amended 5-6-2014 STM by Art. 3**]
  - (d) Coastal Wetlands Restriction, DEP (currently 310 CMR 12.00). [**Amended 5-6-2014 STM By Art. 3**]
  - (e) Minimum Requirements for the Subsurface Disposal of Sanitary Sewage, DEP (currently 310 CMR 15, Title 5).
  - (f) Minimum Requirements for the Subsurface Disposal of Sewage Regulations, Town of Harwich.
  - (g) Harwich Wetlands Protective Bylaw.
2. Any variance from the provisions and requirements of the above-referenced state or local

regulations may only be granted in accordance with the required variance procedures of these state or local regulations.

**B. Other use regulations**

1. Within Zones AH and AO on the FIRM, adequate drainage paths are required around structures on slopes, to guide floodwaters around and away from proposed structures.
2. In Zones A and AE, along watercourses that have not had a regulatory floodway designated, the best available federal, state, local, or other floodway data shall be used to prohibit encroachments in floodways which would result in any increase in flood levels within the community during the occurrence of the base flood discharge. **[Amended 5-6-2014 STM by Art. 3]**
3. Located within the floodplain are areas designated as coastal high-hazard areas (Zone VE). Since these areas are extremely hazardous due to high-velocity waters from tidal surges and hurricane wave wash, the following provision shall apply: all new construction shall be located landward of the reach of mean high tide. Existing contour intervals of site and elevations of existing structures must be included on any plan proposal. **[Amended 5-6-2014 STM by Art. 3]**

**§ 325-124 Permitted uses.**

The following uses of low flood damage potential and causing no obstructions to flood flows are encouraged, provided that they are permitted in the underlying district and they do not require structures, fill, or storage of material or equipment:

- A. Agricultural uses, such as farming, grazing, horticulture, etc.
- B. Forestry and nursery uses.
- C. Outdoor recreational uses, including fishing, boating, play areas, etc.
- D. Conservation of water, plants, and wildlife.
- E. Wildlife management areas and foot, bicycle and/or horse paths.
- F. Temporary nonresidential structures used in connection with fishing, growing, harvesting, storage, or sale of crops raised on the premises.
- G. Buildings lawfully existing prior to September 30, 1980.

**§ 325-125 Special provisions for lifting existing structures to new and appropriate elevations.  
[Added 5-6-2019 ATM by Art. 26]**

- A. Notwithstanding the provisions of any other provision of the Harwich Zoning Bylaw to the contrary, except as otherwise provided pursuant to Subsection C of this section, a person shall be allowed to lift an existing structure located in an area of special flood hazard to a new and appropriate elevation, or constructing a staircase or other attendant structure necessitated by such raising without the need for Board of Appeals relief; provided, however, that this exemption shall apply only to the minimum extent or degree necessary to allow the structure to meet the new and appropriate elevation with adequate means of ingress, egress and accommodation of typical basement facilities.

- B. Appurtenant to lifting an existing structure, the existing structure may be relocated elsewhere on the lot as long as said relocation does not create a new, or increase the intensity of a setback nonconformity.
- C. The exemption established pursuant to Subsection A of this section shall not be available to a person who has altered or is seeking to alter the original dimensions of a structure if, had the alteration not been made, the structure could have been raised to meet the new and appropriate elevation either without the exemption or with an exemption of lesser degree than is needed with the alteration.

§ 325-126 **Definitions**

The definitions contained herein pertain only to this article of the bylaw.

**AREA OF SPECIAL FLOOD HAZARD**

The land in the floodplain within a community subject to a one-percent or greater chance of flooding in any given year. The area may be designated as Zone A, AO, AH, A1-30, AE, A99, V1-30, VE, or V.

**ATTENDANT STRUCTURE**

Means an area to accommodate utilities, laundry facilities or mechanicals which are otherwise typically located within a basement area. [Added 5-6-2019 ATM by Art. 26]

**BASE FLOOD**

The flood having a one-percent chance of being equaled or exceeded in any given year.

**COASTAL HIGH-HAZARD AREA**

The area subject to high-velocity waters, including but not limited to hurricane wave wash. The area is designated on a FIRM as Zone V1-30, VE, VO or V.

**DEVELOPMENT**

Any man-made change to improved or unimproved real estate, including but not limited to building or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials. [US Code of Federal Regulations, Title 44, Part 59]

**DISTRICT**

Floodplain District.

**EXISTING STRUCTURE**

Any commercial or municipal structure or residential dwelling that currently exists, or existed prior to the catastrophic event, at the time a request is made to elevate.[Added 5-6-2019 ATM by Art. 26]

**FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)**

Administers the National Flood Insurance Program. FEMA provides a nationwide flood hazard area mapping study program for communities as well as regulatory standards for development

in the flood hazard areas.

**FLOOD INSURANCE RATE MAP (FIRM)**

An official map of a community on which FEMA has delineated both the areas of special flood hazard and the risk premium zones applicable to the community.

**FLOOD INSURANCE STUDY**

An examination, evaluation, and determination of flood hazards and, if appropriate, corresponding water surface elevations or an examination, evaluation and determination of flood-related erosion hazards.

**FLOODWAY**

The channel of the river, creek or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. [Base Code, Chapter 2, Section 202]

**FUNCTIONALLY DEPENDENT USE**

A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities. [US Code of Federal Regulations, Title 44, Part 59] Also [Referenced Standard ASCE 24-14]

**HIGHEST APPLICABLE FLOOD ELEVATION STANDARD**

Means the 1% FEMA base flood elevation plus up to an additional three feet.

**HIGHEST ADJACENT GRADE**

The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure. [US Code of Federal Regulations, Title 44, Part 59]

**HISTORIC STRUCTURE**

Any structure that is:

- (a) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
  - (b) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
  - (c) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
  - (d) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
    - 1. By an approved state program as determined by the Secretary of the Interior or
    - 2. Directly by the Secretary of the Interior in states without approved programs.
- [US Code of Federal Regulations, Title 44, Part 59]

## **LOWEST FLOOR**

The lowest floor of the lowest enclosed area (including basement or cellar). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage, in an area other than a basement area is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of state and local regulations.

## **NATIONAL FLOOD INSURANCE PROGRAM (NFIP)**

A program administered by the Federal Emergency Management Agency (FEMA)

## **NEW AND APPROPRIATE ELEVATION**

Means any elevation to which a structure is raised, or is to be raised, that is equal to or higher than the applicable FEMA base flood elevation; provided, however, that in no case shall the new and appropriate elevation exceed the highest applicable flood elevation standard.

[Added 5-6-2019 ATM by Art. 26]

## **NEW CONSTRUCTION**

Structures for which the start of construction commenced on or after the effective date of the first floodplain management code, regulation, ordinance, or standard adopted by the authority having jurisdiction, including any subsequent improvements to such structures. New construction includes work determined to be substantial improvement. [Referenced Standard ASCE 24-14]

## **RECREATIONAL VEHICLE**

A vehicle which is:

- (a) Built on a single chassis;
- (b) 400 square feet or less when measured at the largest horizontal projection;
- (c) Designed to be self-propelled or permanently towable by a light duty truck; and
- (d) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

[US Code of Federal Regulations, Title 44, Part 59]

## **REGULATORY FLOODWAY - see FLOODWAY**

## **SPECIAL FLOOD HAZARD AREA**

The land area subject to flood hazards and shown on a Flood Insurance Rate Map or other flood hazard map as Zone A, AE, A99, AR, AO, AH, V, VO, or VE. [Base Code, Chapter 2, Section 202]

## **START OF CONSTRUCTION**

The date of issuance for new construction and substantial improvements to existing structures, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement or other improvement is within 180 days after the date of issuance. The actual start of construction means the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of a slab or footings, installation of pilings or



construction of columns.

Permanent construction does not include land preparation (such as clearing, excavation, grading or filling), the installation of streets or walkways, excavation for a basement, footings, piers or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main building. For a substantial improvement, the actual “start of construction” means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building. [Base Code, Chapter 2, Section 202]

## **STRUCTURE**

A structure, for floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home. [US Code of Federal Regulations, Title 44, Part 59]

## **SUBSTANTIAL DAMAGE**

Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50% of the market value of the structure before the damage occurred.

## **SUBSTANTIAL IMPROVEMENT**

Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50% of the market value of the structure before the start of construction of the improvement. This term includes structures which have incurred substantial damage, regardless of the actual repair work performed.

## **SUBSTANTIAL REPAIR OF A FOUNDATION**

When work to repair or replace a foundation results in the repair or replacement of a portion of the foundation with a perimeter along the base of the foundation that equals or exceeds 50% of the perimeter of the base of the foundation measured in linear feet, or repair or replacement of 50% of the piles, columns or piers of a pile, column or pier supported foundation, the building official shall determine it to be substantial repair of a foundation. Applications determined by the building official to constitute substantial repair of a foundation shall require all existing portions of the entire building or structure to meet the requirements of 780 CMR. [As amended by MA in 9th Edition BC]

## **TYPES OF FLOOD ZONE DESIGNATIONS**

1. ZONE A - An area of special flood hazard without water surface elevations determined.
2. ZONE AE - Area of special flood hazard with water surface elevations determined.
3. ZONE AH - Areas of special flood hazards having shallow water depths and/or unpredictable flow paths between (1) and (3) feet, and with water surface elevations determined.
4. ZONE AO - Area of special flood hazards having shallow water depths and/or unpredictable flow paths between (1) and (3) ft. (Velocity flow may be evident; such flooding is characterized by ponding or sheet flow.)
5. ZONE A99 - Area of special flood hazard where enough progress has been made on a

protective system, such as dikes, dams, and levees, to consider it complete for insurance rating purposes. (Flood elevations may not be determined.)

6. ZONE X - Areas of minimal or moderate flood hazards or areas of future-conditions flood hazard.
7. ZONE V - Area of special flood hazards without water surface elevations determined, and with velocity, that is inundated by tidal floods (coastal high hazard area)
8. ZONE VE - An area of special flood hazards, with water surface elevations determined and with velocity, that is inundated by tidal floods (coastal high hazard area)

#### **VARIANCE**

A grant of relief by a community from the terms of a flood plain management regulation. [US Code of Federal Regulations, Title 44, Part 59]

#### **VIOLATION**

The failure of a structure or other development to be fully compliant with the community's flood plain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in §60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided. [US Code of Federal Regulations, Title 44, Part 59]

DRAFT

February 13, 2023

Article: \_\_\_\_\_

To see if the Town will vote to amend the Code of the Town of Harwich by inserting the following new section following Article XXII Large Scale Ground-Mounted Photovoltaic Arrays. The proposed new sections are 325-149 – 325-157.

**§ 325 -149 Accessory Photovoltaic Installations In Commercial Districts**

- A. Purpose and Intent - The purpose of this bylaw is to provide standards for the placement, design, construction, operation, monitoring, modification and removal of accessory photovoltaic equipment installed as ground mounted, rooftop mounted or canopies constructed over commercial parking lots in all commercial Zoning Districts. These regulations are intended to address public safety, minimize impacts on scenic, natural and historic resources and to provide adequate financial assurance for the eventual decommissioning of such installations. The provisions set forth in this section shall apply to the construction, operation, and/or repair of solar photovoltaic installations within all commercial Zoning Districts.

**§ 325 -150 Applicability**

This section applies to photovoltaic installations that require a Special Permit / Site Plan review listed in section 325 Attachment 1 Table 1 Use Regulations. Special Permit / Site Plan applications shall be subject to approval by the Planning Board acting as the Special Permit granting authority (SPGA).

**§ 325 -151 General Requirements**

- A. The following requirements shall apply to solar photovoltaic installations.

- 1. Compliance with all other laws and regulations - The construction and operation of all solar photovoltaic installations shall be consistent with all applicable local, state and federal requirements, including but not limited to all applicable safety, construction, electrical and communications requirements. All buildings and fixtures forming part of a photovoltaic installation shall be constructed in accordance with the State Building Code.

2. Building Permit and building inspection - No solar photovoltaic installation shall be constructed, installed or modified as provided in this section without obtaining a Building Permit.
3. All plans of the solar photovoltaic installation shall be stamped by a Registered Professional Engineer licensed to practice in the Commonwealth of Massachusetts showing the proposed layout of the system and any potential shading from nearby structures;
4. The detail sheets of the Site Plan shall show one or three-line electrical diagrams detailing the solar photovoltaic installation, associated components, and electrical interconnection methods, with all National Electrical Code compliant disconnects and overcurrent devices.
5. The Site Plan shall include documentation of the major system components to be used, including the PV panels, mounting system, and inverter.
6. The applicant shall submit an operation and maintenance plan which shall include measures for maintaining safe access to the installation, stormwater controls, as well as general procedures for operational maintenance of the installation.
7. Information on noise (inverter) and reflectivity/glare of the solar panels shall be provided and potential impacts to abutters shall be mitigated.
8. The project engineer shall certify that the photovoltaic facility complies with all applicable Federal and State standards.
9. The Special Permit application shall include a written report prepared and signed and stamped by an Electrical Engineer, explaining how the photovoltaic facility will be connected to the power grid. The report should provide the technical, economic and other reasons for the proposed location and design.
10. The Site Plan shall clearly show all of the proposed changes to the site, existing and proposed contours a two foot counter intervals, grading, vegetation clearing, landscape plantings, security measures, exterior lighting, screening and structures.
11. The name, address, and contact information for the proposed system installer shall be provided.
12. Proof of liability insurance shall be provided.

13. Upon submission of the Special Permit / Site Plan application, the Planning Board will be authorized to hire technical review consultants, as needed, to advise them on technical issues related to the proposed installation, pursuant to Massachusetts General Laws, Chapter 14, Section 53G. The applicant will be required to pay the estimated cost of the consultant's fees at the time of submitting the Special Permit application.

15. The applicant shall submit an Operations and Maintenance plan for the photovoltaic installation, which shall include: maintaining safe access to the installation, stormwater management, emergency shutoff and general procedures for operational maintenance of the installation.

16. The Special Permit application shall include a letter of intent submitted to the utility company that operates the electrical grid where the installation is to be located. The letter must inform them about the proposed solar photovoltaic installation and the owner's intent to install and connect a customer-owned photovoltaic facility. Off-grid systems shall be exempt from this requirement.

17. Safety and Emergency Response

The applicant shall provide a copy of the project summary, electrical schematic and Site Plan to the Fire Chief for review and approval. The applicant shall cooperate with Fire Department in developing an emergency response plan. The location of the emergency shut off for the photovoltaic installation shall be clearly marked. The owner or operator shall identify a responsible person for public inquiries throughout the life of the installation.

18. Hazardous Materials

Photovoltaic panels shall not contain hazardous materials. Manufacturer specification sheets for the photovoltaic facility shall be submitted. The project engineer shall provide a letter that states that there are no hazardous material in the proposed installation.

19. Setbacks

All photovoltaic facilities shall meet the minimum setback for the applicable Zoning District as provided in Table 2 Area Regulations. All of the equipment for photovoltaic facilities, must meet the front, side and rear setbacks in the applicable Zoning District. Equipment such as transformers and /or inverters shall be enclosed within in a sound barrier.

20. Screening & Buffers

All appurtenant structures, including but not limited to equipment shelters, storage facilities, transformers, and substations shall be screened from view with a solid 6' high fence,

architecturally compatible materials or a densely planted evergreen landscaped buffer, that will to the greatest extent possible, screen the facility from view.

21. Decommissioning

The owner, operator, or his successors in interest shall remove all photovoltaic installation that have reached the end of its useful life or is no longer operating. The owner or operator shall physically remove the installation no more than 150 days after the date of discontinued operations. The owner or operator shall notify the Planning Board by certified mail of the proposed date of discontinued operations and plans for removal.

22. Lighting

Lighting of photovoltaic installations shall comply with § 325-133. Lighting of other parts of the installation, such as appurtenant structures, shall be limited to that required for safety and operational purposes and shall be reasonably shielded from abutting properties. Where feasible, lighting of the photovoltaic installation shall be directed downward and shall incorporate full cut-off fixtures to reduce light pollution.

23. Signage

Signs on photovoltaic installation shall comply with the sign code § 325-26, 27, 28, 29, 30 and 31. A sign shall be provided that identifies the owner and provides a twenty-four-hour emergency contact phone number. Photovoltaic installations shall not be used for displaying any advertising except for reasonable identification of the manufacturer or operator of the photovoltaic installation.

24. Utility Connections

All utility connections from the photovoltaic installation shall be located underground. In the event that site constraints make it cost prohibitive due to soil conditions and/or topography of the site, or any requirements of the utility provider, the Board may waive this requirement. Electrical transformers for utility interconnections may be above ground if required by the utility provider.

§ 325 -151 **Monitoring & Maintenance**

The facility's owner or operator shall maintain the facility in good condition. Maintenance shall include, but not be limited to, painting, structural repairs, and integrity of security measures. Site access shall be maintained to a level acceptable to the Fire Chief.

§ 325 -152 **Modifications**

All material modifications to a photovoltaic installation made after issuance of the building permit shall require approval of the Board.

§ 325 -153 **Abandonment or Decommissioning**

Any photovoltaic installation which has reached the end of its useful life or has been abandoned shall be removed. The owner or operator shall physically remove the installation no more than 150 days after the date of discontinued operations. The owner or operator shall notify the Board by certified mail of the proposed date of discontinued operations and plans for removal. Decommissioning shall consist of:

1. Removal Physical removal of all photovoltaic installations, structures, equipment, security barriers and transmission lines from the site and disposal in accordance with local, state, and federal waste disposal regulations.
2. Restoration - Restoration or re-vegetation of the site as necessary to minimize erosion. The Board may allow the owner or operator to leave landscaping or designated below-grade foundations in order to minimize erosion and disruption to vegetation.

§ 325 -154 **Financial Surety**

Applicants shall provide a form of surety, either through escrow account, bond or other method approved by the Planning Board, to cover the cost of removing the entire photovoltaic installation in the event the Town has to intervene by removing the photovoltaic installation and remediating the property. The applicant shall submit a surety bond in an amount and form determined to be reasonable by the Planning Board, but in no event to exceed more than 125% of the estimated cost of removal. Such surety will not be required for municipal or state owned facilities. The project proponent shall submit a fully inclusive estimate of the costs associated with removal and prepared by a professional engineer licensed to practice in the Commonwealth of Massachusetts. The amount shall include a mechanism for calculating increased removal costs due to inflation.

§ 325 -155 **Standards for Review and Approval**

The Planning Board shall consider, in addition to the requirements above, the following specific criteria:

1. The Planning Board shall make written findings that each of the review standards set forth above has been met, that the location of the photovoltaic facility is suitable and that the size and design are appropriate for the neighborhood.
2. The Planning Board shall also impose, in addition to any applicable conditions specified in this section, such conditions as it finds reasonably appropriate to safeguard the neighborhood or otherwise serve the purposes of this section, including, but not limited to: screening, lighting, fences, modification of the exterior appearance of the structures, limitation upon size, method of access or traffic features, parking, removal upon cessation of use or other requirements. Such conditions shall be imposed in writing and the applicant

may be required to post bond or other surety for compliance with said conditions in an amount satisfactory to the Planning Board.

§ 325 -156 **Commercial Rooftop Photovoltaic Installations**

Rooftop Solar Installations are allowed By-Right in all commercial Zoning Districts. Solar panels shall not extend over the edge of the roof and shall not extend above the roofline higher than ten feet.

§ 325 -157 **Residential Photovoltaic Installations**

1. Rooftop Solar Installations

Rooftop Solar Installations are allowed By-Right in all residential Zoning Districts. Solar panels shall not extend over the edge of the roof and shall not extend above the roofline.

2. Ground Mounted Solar Installations

Ground Mounted Solar Installations are allowed By-Right contingent upon the following requirements:

**Setbacks** – Ground mounted solar panels must comply with all of the setback requirements in the applicable Zoning District.

**Height** – Ground mounted solar panels shall not exceed 15 feet in height.

**Screening** – Ground mounted solar panels shall be screened from view from any public or private way. The solar installation shall be screened with a minimum of six foot high solid fence or densely planted evergreen buffer.

**Location** – Ground mounted solar panels shall be mounted in the rear yard behind the rear building line.

Or act on anything relative thereto



# **CONTRACTS**



February 01, 2023

Dear Kara Mewhinney,

We are pleased to inform you that Town of Harwich THE 204 - Harwich Cultural Center has been approved for a Cultural Sector Recovery for Organizations grant of \$7,800 (FY23-OR-OER-22170) from the Mass Cultural Council.

Thanks to vigorous advocacy from the cultural sector, the Legislature once again showed strong, bipartisan support for the Mass Cultural Council, including a historic \$60.1 million one-time appropriation to assist artists and cultural organizations with COVID recovery needs. This grant program is supported by that major investment.

Enclosed you will find a contract package that contains award instructions and reporting requirements. Please review these documents carefully and return the required paperwork to our Fiscal Department by March 31, 2023. This will help us process your grant as quickly as possible. For questions about the contract, please email [Finance.Recovery@mass.gov](mailto:Finance.Recovery@mass.gov) or call 617-858-2711. For questions about the program email [Organization.Recovery@mass.gov](mailto:Organization.Recovery@mass.gov) or call 617-858-2821.

Culture is ultimately about you. You play an integral role in creating and supporting a cultural life in Massachusetts that is vital, accessible, and thriving. Thank you for all that you do to elevate our rich cultural life in Massachusetts.

A handwritten signature in black ink that reads 'Nina Fialkow'.

Nina Fialkow  
Chair

A handwritten signature in black ink that reads 'Michael J. Bobbitt'.

Michael J. Bobbitt  
Executive Director

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions and Contractor Certifications](#), the [Commonwealth Terms and Conditions for Human and Social Services](#) or the [Commonwealth IT Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

<b>CONTRACTOR LEGAL NAME:</b> Town of Harwich THE 204 - Harwich Cultural Center (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> Massachusetts Cultural Council MMARS Department Code: ART	
<b>Legal Address: (W-9, W-4):</b> Town Hall 732 Main Street Harwich MA 02645-2717		<b>Business Mailing Address:</b> 10 Saint James Ave., 3rd Fl., Boston, MA 02116	
<b>Contract Manager:</b> Kara Mewhinney	<b>Phone:</b> 774-212-3482	<b>Billing Address (if different):</b>	
<b>E-Mail:</b> kmewhinney@town.harwich.ma.us	<b>Fax:</b>	<b>Contract Manager:</b> Cyndy Gaviglio	<b>Phone:</b> 617-858-2711
<b>Contractor Vendor Code:</b> VC6000191822		<b>E-Mail:</b> cyndy.gaviglio@mass.gov	<b>Fax:</b>
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD001. (Note: The Address ID must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b>	
<b>RFR/Procurement or Other ID Number:</b> FY23-OR-OER-22170			
<input checked="" type="checkbox"/> <b>NEW CONTRACT</b> <b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> <input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department) <input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <b>Department Procurement</b> (includes all Grants - <a href="#">815 CMR 2.00</a> ) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach Employment Status Form, scope, budget) <input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<input type="checkbox"/> <b>CONTRACT AMENDMENT</b> Enter <b>Current Contract End Date</b> <i>Prior</i> to Amendment: _____, 20____. Enter <b>Amendment Amount:</b> \$ _____. (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</b> <input type="checkbox"/> <b>Amendment to Date, Scope or Budget</b> (Attach updated scope and budget) <input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget) <input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> <a href="#">Commonwealth Terms and Conditions</a> <input type="checkbox"/> <a href="#">Commonwealth Terms and Conditions For Human and Social Services</a> <input type="checkbox"/> <a href="#">Commonwealth IT Terms and Conditions</a>			
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under <a href="#">815 CMR 9.00</a> . <input type="checkbox"/> <b>Rate Contract.</b> (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <b>Maximum Obligation Contract.</b> Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). <b>\$7,800</b>			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting <b>accelerated</b> payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments ( <a href="#">M.G.L. c. 29, § 23A</a> ); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) This is a grant of financial assistance to assist in the recovery from the COVID 19 pandemic			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. <input type="checkbox"/> 2. may be incurred as _____, 20____, a date <b>LATER</b> than the Effective Date below and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. <input checked="" type="checkbox"/> 3. were incurred as of <b>July 01, 2022</b> , a date <b>PRIOR</b> to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <b>June 30, 2023</b> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the " <b>Effective Date</b> " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <a href="#">801 CMR 21.07</a> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>David T. Slatery</u> Print Title: <u>Deputy Director</u>	

## ATTACHMENT A - SCOPE OF SERVICES AND ADDITIONAL TERMS & CONDITIONS

**CONTRACTOR NAME:** Town of Harwich THE 204 - Harwich Cultural Center

**ADDRESS:** Town Hall 732 Main Street Harwich MA 02645-2717

**BRIEF DESCRIPTION OF CONTRACT SERVICES** (make any necessary changes if your project has changed significantly from the information below; initial and date):

This is a grant of financial assistance to assist in the recovery from the COVID 19 pandemic

**APPLICATION #:** FY23-OR-OER-22170

**TOTAL MAXIMUM OBLIGATION OF CONTRACT:** \$7,800

**CONTRACT START DATE:** July 01, 2022

**CONTRACT TERMINATION DATE:** June 30, 2023

Contract must be signed and returned to the offices of the Mass Cultural Council no later than **March 31, 2023**.

**DATE ANNUAL OR FINAL REPORT IS DUE:** July 14, 2023

**PAYMENT:** The Contractor will be reimbursed one hundred percent (100%) of the Contract amount upon receipt of a completed and authorized Contract. The Council shall make reasonable efforts to process payments promptly. The Council shall not be liable for any interest or penalty charges for late reimbursement.

**ADDITIONAL RESTRICTIONS BEYOND THOSE STATED IN PROGRAM GUIDELINES** (if blank there are none):

## **ATTACHMENT B: Additional Terms & Conditions**

**1. SCOPE OF CONTRACT.** The Contractor agrees to perform the services set forth in the application for funding filed by the Contractor with the Council (the "Application") in accordance with the terms and conditions of the contract (the "Contract"). The Application is incorporated into the Contract by reference; the terms of the Application are binding on the Contractor unless amended by a subsequent written agreement signed by both the Council and the Contractor. The Contractor represents that it is qualified to perform and has obtained all necessary licenses and permits required to perform the services under this Contract.

Additionally, the Contractor agrees to perform the services in accord with the requirements set forth by the Council in the FY23 Cultural Sector Recovery for Organizations guidelines (the "Guidelines"), as posted on [www.massculturalcouncil.org](http://www.massculturalcouncil.org). The Guidelines are incorporated into the Contract by reference; the terms of the Guidelines are binding on the Contractor unless amended by a subsequent written agreement signed by both the Council and the Contractor.

**2. NON-DISCRIMINATION AND ACCESS FOR PEOPLE WITH DISABILITIES.** The contractor agrees to abide by state and federal regulations which bar discrimination on the basis of race, gender, religious creed, color, national origin, ancestry, disability, age, gender identity, or sexual orientation, and which require accessibility for persons with disabilities. The MCC expects the contractor to be in compliance with:

- The Americans with Disabilities Act of 1990 (ADA)
- Section 504 of the Rehabilitation Act of 1973 (Section 504)
- Title VI of the Civil Rights Act of 1964
- Other applicable state and local laws

(a) If a complaint or claim alleging violation by the Contractor of any statute, order, rule, or regulation with which the Contractor is obligated to comply is presented to the Massachusetts Commission Against Discrimination ("MCAD"), the Contractor agrees to cooperate with MCAD in the investigation and disposition of such complaint or claim and to assume all legal fees incurred by the Contractor in connection with the defense of such claim.

(b) In the event of the Contractor's non-compliance with the provisions of this Section 2, the Council shall impose such sanctions as it deems appropriate, including but not limited to: (i) withholding of payments due the Contractor under the Contract until the Contractor complies; and (ii) termination or suspension of the Contract.

**3. PENALTIES, HOLDS, REDUCTIONS, RESTRICTIONS, REVERSIONS AND CANCELLATIONS.** The Council has the right to withhold, reduce, cancel, revert, discontinue funding, or apply restrictions to the use of grant funds if the Contractor:

- Fails to perform the services set forth in the Application and/or fails to perform the services in accord with the requirements set forth by the Council in the Guidelines.
- Does not comply with all grant requirements and/or reporting requirements as stated in the Guidelines.
- Intentionally misrepresents its finances, organization/programming, or other eligibility requirements in the Application and/or any reports submitted to the Council.

**ATTACHMENT D**  
CREDIT and PUBLICITY AGREEMENT  
between the  
MASS CULTURAL COUNCIL and GRANTEES

This credit and publicity agreement is hereby incorporated into the body of the grant contract between the Mass Cultural Council ("the Council") and the grant recipient ("the Contractor") named below as explicit terms and conditions of the contract. By the signatures below the Contractor agrees to abide by these terms and conditions.

**THIS FORM MUST BE SIGNED AND RETURNED WITH YOUR CONTRACT.**

1. ADVOCACY & ACKNOWLEDGING LEGISLATIVE SUPPORT

90% of Mass Cultural Council's budget comes from an appropriation by the State Legislature. It is important to thank those elected officials responsible for funding Mass Cultural Council. We strongly encourage the Contractor to send personalized letters to the leadership of the State House and their state representative and senator, thanking them for Mass Cultural Council's appropriation and your grant award. For more information on how to find and contact your legislators, visit <https://massculturalcouncil.org/about/contracts/credit-and-publicity-kit/>.

While we strongly encourage all grantees to conduct this kind of advocacy for public funding for the cultural sector, **recipients of [CIP Portfolio](#) and [CIP Gateway](#) grants must meet specific advocacy requirements in order to remain eligible for funding.** Review the Portfolio Guidelines or Gateway Guidelines for details.

2. CREDIT

**Mass Cultural Council Credit Logo:** Credit must be given by the Contractor to the Council regarding all activities to which Council funds contribute by using the credit logo in:

- a) Printed promotional materials such as postcards, flyers, season/subscription brochures, and newsletters: Any promotional material, regardless of length, prepared by the Contractor, that credits an annual funding source, must also credit the Council.
- b) Digital materials such as web sites, blogs, videos, and social media: Do not include the logo on surveys.
- c) Programs/Playbills: Credit must be given on all programs printed by a grant recipient in a type size not smaller than 7 point font.
- d) Event signage: For any event presented with funding from the Council, signage must include the Council listed with other major public, private, and corporate sponsors, in proportional order of the size of the contribution.
- e) Exhibition Signage: For any exhibition presented with funding from the Council, the wall text must include the Council listed with other major public, private, and corporate sponsors, in proportional order of the size of contribution.
- f) Educational Materials: Credit must be given to the Council in all educational materials distributed in association with any Council-funded activity, such as brochures, pamphlets, flyers, etc.

The logo must be produced as a unit without alteration.

Download logo at <https://massculturalcouncil.org/about/contracts/credit-logos/>

**Verbal Credit:** When written credit is not applicable, such as there being no printed program, verbal credit shall be given prior to performances.

### 3. DONOR RECOGNITION

Any wall plaques or advertisements that acknowledge the Contractor's annual or ongoing support from corporations and/or foundations must also acknowledge the Council.

### 4. COLLABORATORS

Organizations that are collaborators with the primary grant recipient must comply with these requirements. The Contractor is responsible for informing said collaborators of this policy and ensuring they fulfill these obligations.

### 5. CO-SPONSORSHIP

Those programs that are "co-sponsored" will have additional, specific publicity requirements, dependent on the program at the time of negotiation. Under no circumstances may a Contractor state or imply that its programs and/or activities are "sponsored," "co-sponsored" or "presented" by the Council without expressed, written consent from the Council.

### 6. ADDITIONAL REQUIREMENTS

Mass Cultural Council reserves the right to negotiate additional requirements regarding credit and publicity on a case-by-case basis.

FOR MORE INFORMATION ABOUT THIS POLICY, CONTACT YOUR PROGRAM STAFF CONTACT OR MASS CULTURAL COUNCIL'S PUBLIC AFFAIRS DEPARTMENT.

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*Print* the Grant Recipient or Organization Name

---

*Signature* of Person Responsible for Grant Recipient's  
Publicity and Publications

Date

# Contract Package Checklist

Please include this completed checklist as the cover letter of your contract package to ensure the package is complete and that payment can be made as quickly as possible.

**Check off each of following items to indicate they are in your completed package before mailing it to Mass Cultural Council:**

- This Checklist:** Have you double checked all the items on the list?
- Standard Contract Form:** Is it signed and dated? Does it have the “wet” signature?
- Massachusetts W-9:** Is it signed and dated? Does it have the “wet” signature?
  - OR, check this box if you have previously submitted this form and there have been no changes to your organization’s information. You do not need to complete a new form.**
- Contractor Authorized Signatory Listing:** Is it signed and dated? Does it have the “wet” signature? **We need this again even if you have sent it previously.**
- Massachusetts Electronic Funds Transfer (EFT) Authorization Agreement:** Is it signed and dated? Does it have the “wet” signature?
  - OR, check this box if you have previously submitted this form and there have been no changes to your banking information. You do not need to send a new form.**
- Voided Check or Bank Letter:** Did you include the required document along with the EFT Authorization Agreement?
- Attachment A:** Please return this printed attachment, so we have the full contract package on file.
- Attachment B:** Please return this printed attachment, so we have the full contract package on file.
- Attachment D:** Is it signed and dated?

**YOUR INITIALS:** \_\_\_\_\_

**All documents must be returned via mail.** Please mail to:

Mass Cultural Council  
c/o Fiscal Department  
10 Saint James Ave., 3<sup>rd</sup> Fl.  
Boston, MA 02116





February 08, 2023

Dear Kara Mewhinney,

We are pleased to inform you that Town of Harwich Harwich Port Cultural District has been approved for a Cultural District Grant grant of \$15,000 (FY23-DI-CDI-53498) from the Mass Cultural Council.

Thanks to vigorous advocacy from the cultural sector, the Legislature once again showed strong, bipartisan support for the Mass Cultural Council, including a historic \$60.1 million one-time appropriation to assist artists and cultural organizations with COVID recovery needs. This grant program is supported by that major investment.

Enclosed you will find a contract package that contains award instructions and reporting requirements. Please review these documents carefully and return the required paperwork to our Fiscal Department by March 03, 2023. This will help us process your grant as quickly as possible. For questions about the contract, please email [Finance.Recovery@mass.gov](mailto:Finance.Recovery@mass.gov) or call 617-858-2711. For questions about the program email [Organization.Recovery@mass.gov](mailto:Organization.Recovery@mass.gov) or call 617-858-2821.

Culture is ultimately about you. You play an integral role in creating and supporting a cultural life in Massachusetts that is vital, accessible, and thriving. Thank you for all that you do to elevate our rich cultural life in Massachusetts.

A handwritten signature in black ink that reads 'Nina Fialkow'.

Nina Fialkow  
Chair

A handwritten signature in black ink that reads 'Michael J. Bobbitt'.

Michael. J. Bobbitt  
Executive Director

# Contract Package Instructions

## Instructions for Completing the Contract Package

1. **Standard Contract:** Print and sign the attached contract. We need the original copy with the "wet" signature, we cannot accept copies or scanned documents.
2. **Massachusetts W-9:**  
[https://www.macomptroller.org/wp-content/uploads/form\\_w-9.pdf](https://www.macomptroller.org/wp-content/uploads/form_w-9.pdf). Download the form, complete it, print it and sign it. We need the original copy with the "wet" signature, we cannot accept copies or scanned documents.
3. **Contractor Authorized Signatory Listing:**  
[https://www.macomptroller.org/wp-content/uploads/form\\_contractor-authorized-signatory-listing.pdf](https://www.macomptroller.org/wp-content/uploads/form_contractor-authorized-signatory-listing.pdf). Download the form, complete it, print it and sign it. We need the original copy with the "wet" signature, we cannot accept copies or scanned documents. **You are not required to have it notarized; the second page of the document is optional.**
4. **Massachusetts Electronic Funds Transfer (EFT) Authorization Agreement:**  
<https://www.mass.gov/doc/electronic-funds-transfer-sign-up-form-0/download>. Download the form, complete it, print it and sign it. We need the original copy with the "wet" signature, we cannot accept copies or scanned documents.
5. **Attachment A:** Review this document and include a copy of this in your return package.
6. **Attachment B:** Review this document and include a copy of this in your return package.
7. **Attachment D:** Review and sign this document and include a copy of this in your return package.

**All documents must be returned via mail.** Please mail to:

Mass Cultural Council  
c/o Fiscal Department  
10 Saint James Ave., 3<sup>rd</sup> Fl.  
Boston, MA 02116

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions and Contractor Certifications](#), the [Commonwealth Terms and Conditions for Human and Social Services](#) or the [Commonwealth IT Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

<b>CONTRACTOR LEGAL NAME:</b> Town of Harwich Harwich Port Cultural District (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> Massachusetts Cultural Council MMARS Department Code: ART	
<b>Legal Address: (W-9, W-4):</b> Town Hall 732 Main Street Harwich MA 02645-2717		<b>Business Mailing Address:</b> 10 Saint James Ave., 3 <sup>rd</sup> Fl., Boston, MA 02116	
<b>Contract Manager:</b> Kara Mewhinney	<b>Phone:</b> 774-212-3482	<b>Billing Address (if different):</b>	
<b>E-Mail:</b> kmewhinney@town.harwich.ma.us	<b>Fax:</b>	<b>Contract Manager:</b> Tom Luongo	<b>Phone:</b> 617-858-2708
<b>Contractor Vendor Code:</b> VC6000191822		<b>E-Mail:</b> thomas.luongo@mass.gov	<b>Fax:</b>
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD001. (Note: The Address ID must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b>	
		<b>RFR/Procurement or Other ID Number:</b> FY23-DI-CDI-53498	
<input checked="" type="checkbox"/> <b>NEW CONTRACT</b>		<input type="checkbox"/> <b>CONTRACT AMENDMENT</b>	
<b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> <input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department) <input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <b>Department Procurement</b> (includes all Grants - <a href="#">815 CMR 2.00</a> ) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach Employment Status Form, scope, budget) <input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		Enter <b>Current Contract End Date</b> <i>Prior</i> to Amendment: _____, 20____. Enter <b>Amendment Amount:</b> \$ _____. (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</b> <input type="checkbox"/> <b>Amendment to Date, Scope or Budget</b> (Attach updated scope and budget) <input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget) <input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language/justification and updated scope and budget)	
<b>The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding:</b> (Check ONE option): <input checked="" type="checkbox"/> <a href="#">Commonwealth Terms and Conditions</a> <input type="checkbox"/> <a href="#">Commonwealth Terms and Conditions For Human and Social Services</a> <input type="checkbox"/> <a href="#">Commonwealth IT Terms and Conditions</a>			
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under <a href="#">815 CMR 9.00</a> . <input type="checkbox"/> <b>Rate Contract.</b> (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <b>Maximum Obligation Contract.</b> Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). <b>\$15,000</b>			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting <b>accelerated</b> payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments ( <a href="#">M.G.L. c. 29, § 23A</a> ); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) This is a grant of financial assistance to encourage the development and success of the Harwich Port Cultural District in accordance with Massachusetts' Cultural Districts legislative statute.			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. <input type="checkbox"/> 2. may be incurred as _____, 20____, a date <b>LATER</b> than the Effective Date below and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. <input checked="" type="checkbox"/> 3. were incurred as of <b>July 01, 2022</b> , a date <b>PRIOR</b> to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <b>June 30, 2023</b> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the " <b>Effective Date</b> " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <a href="#">801 CMR 21.07</a> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b>		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b>	
X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)		X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: _____		Print Name: <u>David T. Slatery</u>	
Print Title: _____		Print Title: <u>Deputy Director</u>	

## ATTACHMENT A - SCOPE OF SERVICES AND ADDITIONAL TERMS & CONDITIONS

**CONTRACTOR NAME:** Town of Harwich Harwich Port Cultural District

**ADDRESS:** Town Hall 732 Main Street Harwich MA 02645-2717

**BRIEF DESCRIPTION OF CONTRACT SERVICES** (make any necessary changes if your project has changed significantly from the information below; initial and date):

This is a grant of financial assistance to encourage the development and success of the Harwich Port Cultural District in accordance with Massachusetts' Cultural Districts legislative statute.

**APPLICATION #:** FY23-DI-CDI-53498

**TOTAL MAXIMUM OBLIGATION OF CONTRACT:** \$15,000

**CONTRACT START DATE:** July 01, 2022

**CONTRACT TERMINATION DATE:** June 30, 2023

Contract must be signed and returned to the offices of the Mass Cultural Council no later than **March 03, 2023**.

**DATE ANNUAL OR FINAL REPORT IS DUE:** July 14, 2023

**PAYMENT:** (a) Unless otherwise agreed upon by the Council and Contractor, the Contractor will be reimbursed for expenses approved by the Council included in the budget submitted to the Council.

(b) The Contractor will be reimbursed one hundred percent (100%) of the grant amount upon receipt of a signed Agreement. The Council shall make reasonable efforts to process payments promptly. The Council shall not be liable for any interest or penalty charges for late reimbursement.

**ADDITIONAL RESTRICTIONS BEYOND THOSE STATED IN PROGRAM GUIDELINES** (if blank there are none):

## **ATTACHMENT B: Additional Terms & Conditions**

**1. SCOPE OF CONTRACT.** The Contractor agrees to perform the services set forth in the application for funding filed by the Contractor with the Council (the "Application") in accordance with the terms and conditions of the contract (the "Contract"). The Application is incorporated into the Contract by reference; the terms of the Application are binding on the Contractor unless amended by a subsequent written agreement signed by both the Council and the Contractor. The Contractor represents that it is qualified to perform and has obtained all necessary licenses and permits required to perform the services under this Contract.

Additionally, the Contractor agrees to perform the services in accord with the requirements set forth by the Council in the FY23 Cultural District Grant guidelines (the "Guidelines"), as posted on [www.massculturalcouncil.org](http://www.massculturalcouncil.org). The Guidelines are incorporated into the Contract by reference; the terms of the Guidelines are binding on the Contractor unless amended by a subsequent written agreement signed by both the Council and the Contractor.

**2. NON-DISCRIMINATION AND ACCESS FOR PEOPLE WITH DISABILITIES.** The contractor agrees to abide by state and federal regulations which bar discrimination on the basis of race, gender, religious creed, color, national origin, ancestry, disability, age, gender identity, or sexual orientation, and which require accessibility for persons with disabilities. The MCC expects the contractor to be in compliance with:

- The Americans with Disabilities Act of 1990 (ADA)
- Section 504 of the Rehabilitation Act of 1973 (Section 504)
- Title VI of the Civil Rights Act of 1964
- Other applicable state and local laws

(a) If a complaint or claim alleging violation by the Contractor of any statute, order, rule, or regulation with which the Contractor is obligated to comply is presented to the Massachusetts Commission Against Discrimination ("MCAD"), the Contractor agrees to cooperate with MCAD in the investigation and disposition of such complaint or claim and to assume all legal fees incurred by the Contractor in connection with the defense of such claim.

(b) In the event of the Contractor's non-compliance with the provisions of this Section 2, the Council shall impose such sanctions as it deems appropriate, including but not limited to: (i) withholding of payments due the Contractor under the Contract until the Contractor complies; and (ii) termination or suspension of the Contract.

**3. PENALTIES, HOLDS, REDUCTIONS, RESTRICTIONS, REVERSIONS AND CANCELLATIONS.** The Council has the right to withhold, reduce, cancel, revert, discontinue funding, or apply restrictions to the use of grant funds if the Contractor:

- Fails to perform the services set forth in the Application and/or fails to perform the services in accord with the requirements set forth by the Council in the Guidelines.
- Does not comply with all grant requirements and/or reporting requirements as stated in the Guidelines.
- Intentionally misrepresents its finances, organization/programming, or other eligibility requirements in the Application and/or any reports submitted to the Council.

**ATTACHMENT D**  
CREDIT and PUBLICITY AGREEMENT  
between the  
MASS CULTURAL COUNCIL and GRANTEES

This credit and publicity agreement is hereby incorporated into the body of the grant contract between the Mass Cultural Council ("the Council") and the grant recipient ("the Contractor") named below as explicit terms and conditions of the contract. By the signatures below the Contractor agrees to abide by these terms and conditions.

**THIS FORM MUST BE SIGNED AND RETURNED WITH YOUR CONTRACT.**

1. ADVOCACY & ACKNOWLEDGING LEGISLATIVE SUPPORT

90% of Mass Cultural Council's budget comes from an appropriation by the State Legislature. It is important to thank those elected officials responsible for funding Mass Cultural Council. We strongly encourage the Contractor to send personalized letters to the leadership of the State House and their state representative and senator, thanking them for Mass Cultural Council's appropriation and your grant award. For more information on how to find and contact your legislators, visit <https://massculturalcouncil.org/about/contracts/credit-and-publicity-kit/>.

While we strongly encourage all grantees to conduct this kind of advocacy for public funding for the cultural sector, **recipients of [CIP Portfolio](#) and [CIP Gateway](#) grants must meet specific advocacy requirements in order to remain eligible for funding.** Review the Portfolio Guidelines or Gateway Guidelines for details.

2. CREDIT

**Mass Cultural Council Credit Logo:** Credit must be given by the Contractor to the Council regarding all activities to which Council funds contribute by using the credit logo in:

- a) Printed promotional materials such as postcards, flyers, season/subscription brochures, and newsletters: Any promotional material, regardless of length, prepared by the Contractor, that credits an annual funding source, must also credit the Council.
- b) Digital materials such as web sites, blogs, videos, and social media: Do not include the logo on surveys.
- c) Programs/Playbills: Credit must be given on all programs printed by a grant recipient in a type size not smaller than 7 point font.
- d) Event signage: For any event presented with funding from the Council, signage must include the Council listed with other major public, private, and corporate sponsors, in proportional order of the size of the contribution.
- e) Exhibition Signage: For any exhibition presented with funding from the Council, the wall text must include the Council listed with other major public, private, and corporate sponsors, in proportional order of the size of contribution.
- f) Educational Materials: Credit must be given to the Council in all educational materials distributed in association with any Council-funded activity, such as brochures, pamphlets, flyers, etc.

The logo must be produced as a unit without alteration.

Download logo at <https://massculturalcouncil.org/about/contracts/credit-logos/>

**Verbal Credit:** When written credit is not applicable, such as there being no printed program, verbal credit shall be given prior to performances.

### 3. DONOR RECOGNITION

Any wall plaques or advertisements that acknowledge the Contractor's annual or ongoing support from corporations and/or foundations must also acknowledge the Council.

### 4. COLLABORATORS

Organizations that are collaborators with the primary grant recipient must comply with these requirements. The Contractor is responsible for informing said collaborators of this policy and ensuring they fulfill these obligations.

### 5. CO-SPONSORSHIP

Those programs that are "co-sponsored" will have additional, specific publicity requirements, dependent on the program at the time of negotiation. Under no circumstances may a Contractor state or imply that its programs and/or activities are "sponsored," "co-sponsored" or "presented" by the Council without expressed, written consent from the Council.

### 6. ADDITIONAL REQUIREMENTS

Mass Cultural Council reserves the right to negotiate additional requirements regarding credit and publicity on a case-by-case basis.

FOR MORE INFORMATION ABOUT THIS POLICY, CONTACT YOUR PROGRAM STAFF CONTACT OR MASS CULTURAL COUNCIL'S PUBLIC AFFAIRS DEPARTMENT.

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*Print* the Grant Recipient or Organization Name

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*Signature* of Person Responsible for Grant Recipient's  
Publicity and Publications

Date



# Contract Package Checklist

Please include this completed checklist as the cover letter of your contract package to ensure the package is complete and that payment can be made as quickly as possible.

**Check off each of following items to indicate they are in your completed package before mailing it to Mass Cultural Council:**

- This Checklist:** Have you double checked all the items on the list?
- Standard Contract Form:** Is it signed and dated? Does it have the “wet” signature?
- Massachusetts W-9:** Is it signed and dated? Does it have the “wet” signature?
  - OR, check this box if you have previously submitted this form and there have been no changes to your organization’s information. You do not need to complete a new form.**
- Contractor Authorized Signatory Listing:** Is it signed and dated? Does it have the “wet” signature? **We need this again even if you have sent it previously.**
- Massachusetts Electronic Funds Transfer (EFT) Authorization Agreement:** Is it signed and dated? Does it have the “wet” signature?
  - OR, check this box if you have previously submitted this form and there have been no changes to your banking information. You do not need to send a new form.**
- Voided Check or Bank Letter:** Did you include the required document along with the EFT Authorization Agreement?
- Attachment A:** Please return this printed attachment, so we have the full contract package on file.
- Attachment B:** Please return this printed attachment, so we have the full contract package on file.
- Attachment D:** Is it signed and dated?

**YOUR INITIALS:** \_\_\_\_\_

**All documents must be returned via mail.** Please mail to:

Mass Cultural Council  
c/o Fiscal Department  
10 Saint James Ave., 3<sup>rd</sup> Fl.  
Boston, MA 02116



February 08, 2023

Dear Kara Mewhinney,

We are pleased to inform you that Town of Harwich Harwich Center Cultural District has been approved for a Cultural District Grant grant of \$15,000 (FY23-DI-CDI-53497) from the Mass Cultural Council.

Thanks to vigorous advocacy from the cultural sector, the Legislature once again showed strong, bipartisan support for the Mass Cultural Council, including a historic \$60.1 million one-time appropriation to assist artists and cultural organizations with COVID recovery needs. This grant program is supported by that major investment.

Enclosed you will find a contract package that contains award instructions and reporting requirements. Please review these documents carefully and return the required paperwork to our Fiscal Department by March 03, 2023. This will help us process your grant as quickly as possible. For questions about the contract, please email [Finance.Recovery@mass.gov](mailto:Finance.Recovery@mass.gov) or call 617-858-2711. For questions about the program email [Organization.Recovery@mass.gov](mailto:Organization.Recovery@mass.gov) or call 617-858-2821.

Culture is ultimately about you. You play an integral role in creating and supporting a cultural life in Massachusetts that is vital, accessible, and thriving. Thank you for all that you do to elevate our rich cultural life in Massachusetts.

A handwritten signature in black ink that reads 'Nina Fialkow'.

Nina Fialkow  
Chair

A handwritten signature in black ink that reads 'Michael J. Bobbitt'.

Michael. J. Bobbitt  
Executive Director

# Contract Package Instructions

## Instructions for Completing the Contract Package

1. **Standard Contract:** Print and sign the attached contract. We need the original copy with the "wet" signature, we cannot accept copies or scanned documents.
2. **Massachusetts W-9:**  
[https://www.macomptroller.org/wp-content/uploads/form\\_w-9.pdf](https://www.macomptroller.org/wp-content/uploads/form_w-9.pdf). Download the form, complete it, print it and sign it. We need the original copy with the "wet" signature, we cannot accept copies or scanned documents.
3. **Contractor Authorized Signatory Listing:**  
[https://www.macomptroller.org/wp-content/uploads/form\\_contractor-authorized-signatory-listing.pdf](https://www.macomptroller.org/wp-content/uploads/form_contractor-authorized-signatory-listing.pdf). Download the form, complete it, print it and sign it. We need the original copy with the "wet" signature, we cannot accept copies or scanned documents. **You are not required to have it notarized; the second page of the document is optional.**
4. **Massachusetts Electronic Funds Transfer (EFT) Authorization Agreement:**  
<https://www.mass.gov/doc/electronic-funds-transfer-sign-up-form-0/download>. Download the form, complete it, print it and sign it. We need the original copy with the "wet" signature, we cannot accept copies or scanned documents.
5. **Attachment A:** Review this document and include a copy of this in your return package.
6. **Attachment B:** Review this document and include a copy of this in your return package.
7. **Attachment D:** Review and sign this document and include a copy of this in your return package.

**All documents must be returned via mail.** Please mail to:

Mass Cultural Council  
c/o Fiscal Department  
10 Saint James Ave., 3<sup>rd</sup> Fl.  
Boston, MA 02116

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions and Contractor Certifications](#), the [Commonwealth Terms and Conditions for Human and Social Services](#) or the [Commonwealth IT Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

<b>CONTRACTOR LEGAL NAME:</b> Town of Harwich Harwich Center Cultural District (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> Massachusetts Cultural Council MMARS Department Code: ART	
<b>Legal Address: (W-9, W-4):</b> Town Hall 732 Main Street Harwich MA 02645-2717		<b>Business Mailing Address:</b> 10 Saint James Ave., 3 <sup>rd</sup> Fl., Boston, MA 02116	
<b>Contract Manager:</b> Kara Mewhinney	<b>Phone:</b> 774-212-3482	<b>Billing Address (if different):</b>	
<b>E-Mail:</b> culturalcenter@townofharwich.us	<b>Fax:</b>	<b>Contract Manager:</b> Tom Luongo	<b>Phone:</b> 617-858-2708
<b>Contractor Vendor Code:</b> VC6000191822		<b>E-Mail:</b> thomas.luongo@mass.gov	<b>Fax:</b>
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD001. (Note: The Address ID must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b>	
<input checked="" type="checkbox"/> <b>NEW CONTRACT</b>		<input type="checkbox"/> <b>CONTRACT AMENDMENT</b>	
<b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> <input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department) <input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <b>Department Procurement</b> (includes all Grants - <a href="#">815 CMR 2.00</a> ) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach Employment Status Form, scope, budget) <input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		Enter <b>Current Contract End Date</b> <i>Prior</i> to Amendment: _____, 20____. Enter <b>Amendment Amount:</b> \$ _____. (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</b> <input type="checkbox"/> <b>Amendment to Date, Scope or Budget</b> (Attach updated scope and budget) <input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget) <input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> <a href="#">Commonwealth Terms and Conditions</a> <input type="checkbox"/> <a href="#">Commonwealth Terms and Conditions For Human and Social Services</a> <input type="checkbox"/> <a href="#">Commonwealth IT Terms and Conditions</a>			
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under <a href="#">815 CMR 9.00</a> . <input type="checkbox"/> <b>Rate Contract.</b> (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <b>Maximum Obligation Contract.</b> Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). <b>\$15,000</b>			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting <b>accelerated</b> payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments ( <a href="#">M.G.L. c. 29, § 23A</a> ); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) This is a grant of financial assistance to encourage the development and success of the Harwich Center Cultural District in accordance with Massachusetts' Cultural Districts legislative statute.			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. <input type="checkbox"/> 2. may be incurred as _____, 20____, a date <b>LATER</b> than the Effective Date below and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. <input checked="" type="checkbox"/> 3. were incurred as of <b>July 01, 2022</b> , a date <b>PRIOR</b> to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <b>June 30, 2023</b> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the " <b>Effective Date</b> " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <a href="#">801 CMR 21.07</a> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b>  X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)  Print Name: _____ Print Title: _____		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b>  X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)  Print Name: <u>David T. Slatery</u> Print Title: <u>Deputy Director</u>	

## ATTACHMENT A - SCOPE OF SERVICES AND ADDITIONAL TERMS & CONDITIONS

**CONTRACTOR NAME:** Town of Harwich Harwich Center Cultural District

**ADDRESS:** Town Hall 732 Main Street Harwich MA 02645-2717

**BRIEF DESCRIPTION OF CONTRACT SERVICES** (make any necessary changes if your project has changed significantly from the information below; initial and date):

This is a grant of financial assistance to encourage the development and success of the Harwich Center Cultural District in accordance with Massachusetts' Cultural Districts legislative statute.

**APPLICATION #:** FY23-DI-CDI-53497

**TOTAL MAXIMUM OBLIGATION OF CONTRACT:** \$15,000

**CONTRACT START DATE:** July 01, 2022

**CONTRACT TERMINATION DATE:** June 30, 2023

Contract must be signed and returned to the offices of the Mass Cultural Council no later than **March 03, 2023**.

**DATE ANNUAL OR FINAL REPORT IS DUE:** July 14, 2023

**PAYMENT:** (a) Unless otherwise agreed upon by the Council and Contractor, the Contractor will be reimbursed for expenses approved by the Council included in the budget submitted to the Council.

(b) The Contractor will be reimbursed one hundred percent (100%) of the grant amount upon receipt of a signed Agreement. The Council shall make reasonable efforts to process payments promptly. The Council shall not be liable for any interest or penalty charges for late reimbursement.

**ADDITIONAL RESTRICTIONS BEYOND THOSE STATED IN PROGRAM GUIDELINES** (if blank there are none):

## **ATTACHMENT B: Additional Terms & Conditions**

**1. SCOPE OF CONTRACT.** The Contractor agrees to perform the services set forth in the application for funding filed by the Contractor with the Council (the "Application") in accordance with the terms and conditions of the contract (the "Contract"). The Application is incorporated into the Contract by reference; the terms of the Application are binding on the Contractor unless amended by a subsequent written agreement signed by both the Council and the Contractor. The Contractor represents that it is qualified to perform and has obtained all necessary licenses and permits required to perform the services under this Contract.

Additionally, the Contractor agrees to perform the services in accord with the requirements set forth by the Council in the FY23 Cultural District Grant guidelines (the "Guidelines"), as posted on [www.massculturalcouncil.org](http://www.massculturalcouncil.org). The Guidelines are incorporated into the Contract by reference; the terms of the Guidelines are binding on the Contractor unless amended by a subsequent written agreement signed by both the Council and the Contractor.

**2. NON-DISCRIMINATION AND ACCESS FOR PEOPLE WITH DISABILITIES.** The contractor agrees to abide by state and federal regulations which bar discrimination on the basis of race, gender, religious creed, color, national origin, ancestry, disability, age, gender identity, or sexual orientation, and which require accessibility for persons with disabilities. The MCC expects the contractor to be in compliance with:

- The Americans with Disabilities Act of 1990 (ADA)
- Section 504 of the Rehabilitation Act of 1973 (Section 504)
- Title VI of the Civil Rights Act of 1964
- Other applicable state and local laws

(a) If a complaint or claim alleging violation by the Contractor of any statute, order, rule, or regulation with which the Contractor is obligated to comply is presented to the Massachusetts Commission Against Discrimination ("MCAD"), the Contractor agrees to cooperate with MCAD in the investigation and disposition of such complaint or claim and to assume all legal fees incurred by the Contractor in connection with the defense of such claim.

(b) In the event of the Contractor's non-compliance with the provisions of this Section 2, the Council shall impose such sanctions as it deems appropriate, including but not limited to: (i) withholding of payments due the Contractor under the Contract until the Contractor complies; and (ii) termination or suspension of the Contract.

**3. PENALTIES, HOLDS, REDUCTIONS, RESTRICTIONS, REVERSIONS AND CANCELLATIONS.** The Council has the right to withhold, reduce, cancel, revert, discontinue funding, or apply restrictions to the use of grant funds if the Contractor:

- Fails to perform the services set forth in the Application and/or fails to perform the services in accord with the requirements set forth by the Council in the Guidelines.
- Does not comply with all grant requirements and/or reporting requirements as stated in the Guidelines.
- Intentionally misrepresents its finances, organization/programming, or other eligibility requirements in the Application and/or any reports submitted to the Council.

**ATTACHMENT D**  
CREDIT and PUBLICITY AGREEMENT  
between the  
MASS CULTURAL COUNCIL and GRANTEES

This credit and publicity agreement is hereby incorporated into the body of the grant contract between the Mass Cultural Council ("the Council") and the grant recipient ("the Contractor") named below as explicit terms and conditions of the contract. By the signatures below the Contractor agrees to abide by these terms and conditions.

**THIS FORM MUST BE SIGNED AND RETURNED WITH YOUR CONTRACT.**

1. ADVOCACY & ACKNOWLEDGING LEGISLATIVE SUPPORT

90% of Mass Cultural Council's budget comes from an appropriation by the State Legislature. It is important to thank those elected officials responsible for funding Mass Cultural Council. We strongly encourage the Contractor to send personalized letters to the leadership of the State House and their state representative and senator, thanking them for Mass Cultural Council's appropriation and your grant award. For more information on how to find and contact your legislators, visit <https://massculturalcouncil.org/about/contracts/credit-and-publicity-kit/>.

While we strongly encourage all grantees to conduct this kind of advocacy for public funding for the cultural sector, **recipients of [CIP Portfolio](#) and [CIP Gateway](#) grants must meet specific advocacy requirements in order to remain eligible for funding.** Review the Portfolio Guidelines or Gateway Guidelines for details.

2. CREDIT

**Mass Cultural Council Credit Logo:** Credit must be given by the Contractor to the Council regarding all activities to which Council funds contribute by using the credit logo in:

- a) Printed promotional materials such as postcards, flyers, season/subscription brochures, and newsletters: Any promotional material, regardless of length, prepared by the Contractor, that credits an annual funding source, must also credit the Council.
- b) Digital materials such as web sites, blogs, videos, and social media: Do not include the logo on surveys.
- c) Programs/Playbills: Credit must be given on all programs printed by a grant recipient in a type size not smaller than 7 point font.
- d) Event signage: For any event presented with funding from the Council, signage must include the Council listed with other major public, private, and corporate sponsors, in proportional order of the size of the contribution.
- e) Exhibition Signage: For any exhibition presented with funding from the Council, the wall text must include the Council listed with other major public, private, and corporate sponsors, in proportional order of the size of contribution.
- f) Educational Materials: Credit must be given to the Council in all educational materials distributed in association with any Council-funded activity, such as brochures, pamphlets, flyers, etc.

The logo must be produced as a unit without alteration.



Download logo at <https://massculturalcouncil.org/about/contracts/credit-logos/>

**Verbal Credit:** When written credit is not applicable, such as there being no printed program, verbal credit shall be given prior to performances.

### 3. DONOR RECOGNITION

Any wall plaques or advertisements that acknowledge the Contractor's annual or ongoing support from corporations and/or foundations must also acknowledge the Council.

### 4. COLLABORATORS

Organizations that are collaborators with the primary grant recipient must comply with these requirements. The Contractor is responsible for informing said collaborators of this policy and ensuring they fulfill these obligations.

### 5. CO-SPONSORSHIP

Those programs that are "co-sponsored" will have additional, specific publicity requirements, dependent on the program at the time of negotiation. Under no circumstances may a Contractor state or imply that its programs and/or activities are "sponsored," "co-sponsored" or "presented" by the Council without expressed, written consent from the Council.

### 6. ADDITIONAL REQUIREMENTS

Mass Cultural Council reserves the right to negotiate additional requirements regarding credit and publicity on a case-by-case basis.

FOR MORE INFORMATION ABOUT THIS POLICY, CONTACT YOUR PROGRAM STAFF CONTACT OR MASS CULTURAL COUNCIL'S PUBLIC AFFAIRS DEPARTMENT.

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*Print* the Grant Recipient or Organization Name

---

*Signature* of Person Responsible for Grant Recipient's  
Publicity and Publications

Date

# Contract Package Checklist

Please include this completed checklist as the cover letter of your contract package to ensure the package is complete and that payment can be made as quickly as possible.

**Check off each of following items to indicate they are in your completed package before mailing it to Mass Cultural Council:**

- This Checklist:** Have you double checked all the items on the list?
- Standard Contract Form:** Is it signed and dated? Does it have the “wet” signature?
- Massachusetts W-9:** Is it signed and dated? Does it have the “wet” signature?
  - OR, check this box if you have previously submitted this form and there have been no changes to your organization’s information. You do not need to complete a new form.**
- Contractor Authorized Signatory Listing:** Is it signed and dated? Does it have the “wet” signature? **We need this again even if you have sent it previously.**
- Massachusetts Electronic Funds Transfer (EFT) Authorization Agreement:** Is it signed and dated? Does it have the “wet” signature?
  - OR, check this box if you have previously submitted this form and there have been no changes to your banking information. You do not need to send a new form.**
- Voided Check or Bank Letter:** Did you include the required document along with the EFT Authorization Agreement?
- Attachment A:** Please return this printed attachment, so we have the full contract package on file.
- Attachment B:** Please return this printed attachment, so we have the full contract package on file.
- Attachment D:** Is it signed and dated?

**YOUR INITIALS:** \_\_\_\_\_

**All documents must be returned via mail.** Please mail to:

Mass Cultural Council  
c/o Fiscal Department  
10 Saint James Ave., 3<sup>rd</sup> Fl.  
Boston, MA 02116



# AIA®

# Document G701® – 2017

## Change Order

**PROJECT: (Name and address)**

Brooks Academy Museum  
 Basement Renovation  
 80 Parallel Street  
 Harwich, MA 02645

**CONTRACT INFORMATION:**

Contract For: General Construction

**CHANGE ORDER INFORMATION:**

Change Order Number: 01

**OWNER: (Name and address)**

Town of Harwich  
 732 Main Street  
 Harwich, MA 02645

**ARCHITECT: (Name and address)**

Spencer Preservation Group  
 41 Valley Road  
 Nahant, MA 01908

**CONTRACTOR: (Name and address)**

Campbell Construction Group, LLC  
 21 Caller Street  
 Peabody, MA 01960

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

Remove existing cast-in-place concrete ramp at the northwest entry to provide access for excavation

The original Contract Sum was	\$ 1,189,000.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 1,189,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 8,798.00
 The new Contract Sum including this Change Order will be	 \$ 1,197,798.00

The Contract Time will be unchanged by Zero (0) days.  
 The new date of Substantial Completion will be April 1, 2023

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

Spencer Preservation Group

**ARCHITECT (Firm name)**

**SIGNATURE**

Douglas Manley, Principal

**PRINTED NAME AND TITLE**

Feb 13, 2023

**DATE**

Campbell Construction Group, LLC

**CONTRACTOR (Firm name)**

**SIGNATURE**

Gregory Campbell, Owner

**PRINTED NAME AND TITLE**

2/14/2023

**DATE**

Town of Harwich

**OWNER (Firm name)**

**SIGNATURE**

**PRINTED NAME AND TITLE**

**DATE**



**Campbell  
Construction  
Group, LLC**

*February 6, 2023*  
**Brooks Academy Museum Basement Renovation  
Town of Harwich**

**Proposal Modification: 001**

<b>Bulletin: 1, Ramp Removal</b>			
Remove existing concrete ramp that was built below the wood entrance ramp at the Northwest corner entry.			
Brundage Site Work Quote (attached)		\$	7,500.00
	SUB TOTAL	\$	7,500.00
	OH&P 15%	\$	1,125.00
	BOND 2%	\$	172.50
	<b>TOTAL</b>	<b>\$</b>	<b>8,797.50</b>



Spencer Preservation  
Group

PRESERVATION ARCHITECTS

**BULLETIN**

Distribution to the Representative of the:  
Owner - David Spitz

Owner's Project Manager – Suresh Bhatia  
Ron Votta

Architect - Lynne Spencer  
Doug Manley

Contractor - Greg Campbell, Campbell Construction

PROJECT: Brooks Academy Museum  
Basement Renovation

BULLETIN: 1

DATE OF ISSUANCE: 02.01.2023

TO: Campbell Construction Group

ARCHITECT: Spencer Preservation Group

CONTRACT FOR: General Construction

---

Proposal Request (PR ): Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein. Refer to this Document in the Proposal. Submit final costs for Work involved and change in Contract Time (if any) within  10  Working Days to the Architect. Note: This is not a Change Order nor a direction to proceed with the work herein.

---

**Summary:**

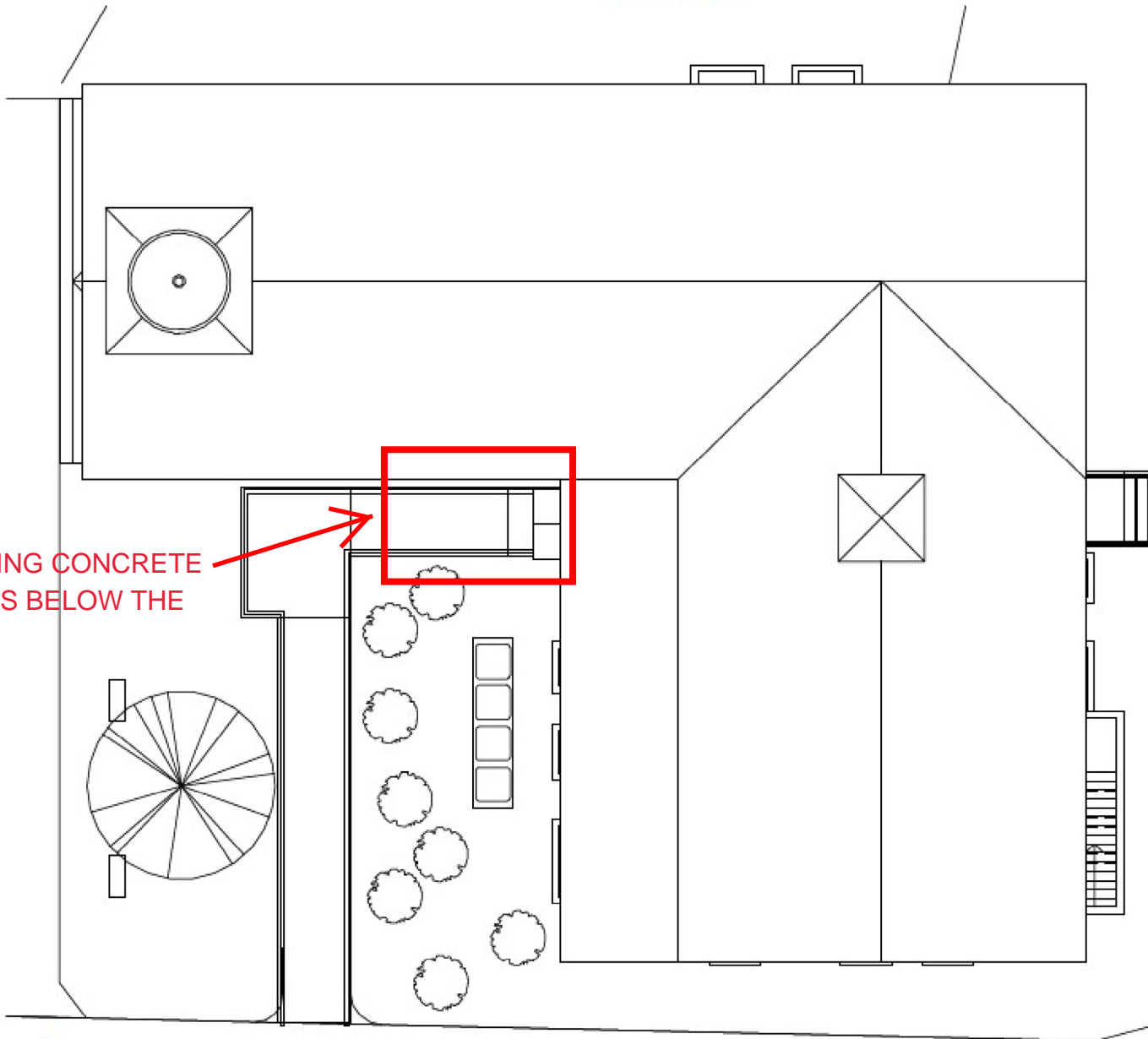
Description:

1. Remove existing concrete ramp that was built below the wood entrance ramp at the Northwest corner entry.

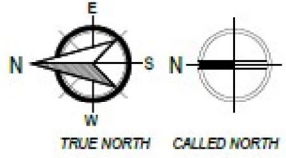
Attachments:

Site Plan for Bulletin 1, 8/23/2022  
Photo of concrete ramp

Sisson Rd.



REMOVE EXISTING CONCRETE RAMP THAT WAS BELOW THE WOOD RAMP



04 EXISTING ROOF PLAN  
1/8" = 1'-0"

BULLETIN 1 SITE PLAN

02/01/2022







Brundage Site Work, Inc.  
400A Massasoit Road  
Eastham, MA 02642  
+1 7748012692  
office@brundagesitework.com



## Estimate

### ADDRESS

Eddie Field  
Campbell Construction  
Group, LLC  
21 Caller St  
Ste4  
Peabody, MA 01960

ESTIMATE# 2366

DATE 02/02/2023

### ACTIVITY

### AMOUNT

RE: Brooks Academy

Demolition  
Demolition

7,500.00

Demolish and remove concrete ramp and landing

- Brundage Site Work, Inc. is not responsible for any irrigation system(s) that may be impacted during or after project is completed.
- Estimates valid for 30 days.
- Any work done above and beyond what is detailed in this estimate is subject to additional charge.
- Upon acceptance of proposal, a deposit of 50% of total will be required, with the remainder paid upon project completion.
- Overdue Balances will be assessed finance charges at 1.5% per month plus all costs of collections and attorney fees. \$25 charge for all returned checks.
- In the event that Brundage incurs costs of collection, customer shall be responsible for all costs of collection or the filing of suit, including but not limited to, court costs, filing fees, interest and attorney's fees.

TOTAL

**\$7,500.00**

Brundage Site Work Recently Voted Top Business of the Year  
by Wellfleet Chamber of Commerce, Cape Cod SCORE & the Commonwealth of Massachusetts  
- 2017 Build a Better Mouse Trap Award Winner -

- Bottom of footing soil to be and assumed to be compacted granular soil/undisturbed. Subject to additional charge and engineer approval if water, clay, peat or loam is encountered.

Accepted By

Accepted Date

**TOWN**  
**ADMINISTRATOR'S**  
**REPORT**

# HARWICH HARBORMASTER DEPARTMENT

## December 2022 / January 2023 Monthly Report

### Operations

- Marine 77 responded to a report of a derelict refrigerator floating in the Allen Harbor channel. Took the refrigerator in tow to the Allen Harbor ramp. Hauled it out with the work truck and took it to the transfer station.
- Deployed ice eater buckets on the Saquatucket Harbor (SAQ) docks.
- Secured dumpsters, gangway transition plates, and flower boxes at SAQ during an extreme, wind driven, high tide in December. Waders were needed to walk along the roadway between the Harbormaster Office and the docks.
- Towed F/V Tricia Lynn from its slip at SAQ to the east bulkhead so he could pull his transmission out for repairs and then towed him back to a berth.
- 

### Administration

- Drafted input for U.S. Army Corps of Engineers consideration for easing the proposed Time of Year Restrictions being recommended/mandated by MA Department of Marine Fisheries (DMF) as part of the town's Comprehensive Dredge Permit renewal application.
- Drafted memo for BOS consideration for addition of eight Special Purpose Moorings for Pleasant Bay Community Boating.
- Submitted quarterly report to Executive Office of Housing and Economic Development (EOHED) for 2022 dredge grant to be utilized for Allen Harbor spring dredge project.
- Drafted memo for BOS consideration on Herring River Route 28 Landing retrofit project.
- Mailed invoices for final slip payment.
- Mailed invoices for mooring permits.
- Sent invoice to Snack Shack for final 2022 payment.
- Provided report to Department of Revenue (DOR) for annual audit.
- Went to waitlist with open permits: (1) Allen Harbor Mooring, (1) Charter Slip.
- Contacted Shanty License holders for signed License Agreements, \$1.00 fee and Certificate of Insurance.
- Updated Harbor Management Plan with Special Purpose Moorings for Pleasant Bay Community Boating (PBCB).
- Invoiced PBCB for (8) Special Purpose Moorings.
- Transient Reservations: 1

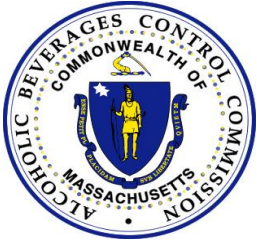
### Maintenance

- Painted the interior, installed a new bilge pump, and performed general maintenance on 77C.
- Greased bearings and checked the lights on the 77C trailer.
- In addition to routine winter maintenance, made the following repairs to 77A: replaced damaged fenders and the coated stainless wire that supports them, filled scratches to the gel-coat on the hull, replaced battery terminal ends on the portside battery.
- Trailered 77A to Ship Shop's to fix a faulty fuel gauge.
- Replaced eye bolts that secure the gangway to the east bulkhead floating docks. One of the eyebolts snapped due to an exceptionally high, wind driven, tide in December.
- Made two plywood window covers for the Dockside Cafe to seal out rain water.
- Replaced and repositioned the bow roller on the 77A trailer.

- The Highway Department repaired the bed and replaced the tires on the harbor work truck.
- Gel-coated the deck of 77B
- Routine building and grounds maintenance.

### Meetings

- Harbormaster served on interview committee for DPW – Disposal Manager position
- Harbormaster served on interview committee for Town Engineer position.
- Attended meeting with Conservation Agent, Natural Resources Director and project engineer representing owner of 14 Mill Point to discuss proposal for the use of Oyster Castles for shellfish mitigation associated with private pier, ramp, and float project.
- Met with Conservation Agent & GEI project engineer to discuss final changes needed on design plan for Wixon Landing renovation project.
- Attended virtual meeting with members from Association to Preserve Cape Cod (APCC) to discuss Herring River Route 28 Landing retrofit project to address stormwater runoff.
- Participated in County Dredge Advisory Meeting (virtual).
- Board of Selectmen meeting (3 Jan, 17 Jan) – Renewal of MSA Contracts & approval of Special Purposed Moorings for PBCB
- Waterways Committee Meeting (18 Jan)



*Commonwealth of Massachusetts*  
*Alcoholic Beverages Control Commission*  
*95 Fourth Street, Suite 3*  
*Chelsea, Massachusetts 02150*  
*Tel. (617) 727-3040*  
*Fax: (617) 727-1510*

**Jean M. Lorizio, Esq.**  
Chairman

**ALCOHOLIC BEVERAGES CONTROL COMMISSION ADVISORY**  
**REGARDING THE FURTHER EXPANSION OF PATIO SERVICE AND**  
**TAKEAWAY/DELIVERY OF ALCOHOL BY ON-PREMISES LICENSEES**

On April 1, 2022, Governor Charlie Baker signed into law “An Act making appropriations for fiscal year 2022 to provide for supplementing certain existing appropriations and for certain other activities and projects.” The text of the legislation can be found [HERE](#).

This Act permits licensees for on-premises consumption to continue with (1) expanded patio service and (2) extends the ability to sell alcoholic beverages for takeaway and delivery:

**Patios/Outdoor Expansions:** licensees that have been approved for expanded patio/outdoor service may continue their outdoor operations until April 1, 2023.

Licensees that seek to continue patio/outdoor service after April 1, 2023, are encouraged to apply in the ordinary course for an alteration of premises with their local licensing authorities. Otherwise, these amended licenses automatically revert to the status prior to the approval of the expansion of outdoor service as of April 1, 2023.

**Takeaway/delivery of alcohol:** establishments licensed for on-premises consumption of alcohol may continue takeaway and delivery sales of alcohol until April 1, 2023. All alcohol sold for takeaway/delivery must be sold with food and at the same price as alcohol for on-premises consumption.

Please be aware that the ABCC will be holding a public hearing on Thursday, April 7, 2022, at 12:00 p.m. to discuss proposed guidelines for the operation of patios/outdoors alcohol service. Information regarding the public hearing and the proposed guidelines will be available on the ABCC’s website at [www.mass.gov/abcc](http://www.mass.gov/abcc).

As always, all licensees must ensure that they comply with the laws of the Commonwealth of Massachusetts, and that sales of alcoholic beverages take place only as authorized by federal, state, and local law. All questions should be directed to the ABCC Executive Director Ralph Sacramone at [rsacramone@tre.state.ma.us](mailto:rsacramone@tre.state.ma.us) or (617) 727-3040 x 731.

(Issued April 1, 2022)

# **CORRESPONDENCE**



## FY2023 Revenue History to FY2020

		FY2020 Actual	FY2021 Actual	FY2022 Actual	FY2023 YTD Actual	FY2023 Budget	Town Admin Req Forecast	** Raised 2.7.23
<b>01 GENERAL FUND - BAL</b>								
01 497000	INTERFUND TRANSFER IN	(2,121,491.68)	(2,778,089.17)	(1,636,060.92)	(1,617,856.00)	(1,617,856.00)	(1,379,810.00)	Not a Receipt
<b>010004 GENERAL FUND - MISC REVENUE</b>								
010004 432029	PRIOR YEAR RECOVERY	(9,252.03)	(538.27)	(15,504.84)	(7,738.27)			
010004 458902	FEMA SNOW REIMB	(46,865.49)						
010004 481005	CC REG TECH FEE (RESOURCE OF	(20,000.00)	(20,000.00)	(20,000.00)		(20,000.00)	(20,000.00)	
010004 484099	GEN FUND MISC REVENUE	(180,768.39)	(102,575.75)	(172,244.09)		(83,538.00)	(83,538.00)	
<b>011224 SELECTMEN - REV</b>								
011224 432003	PHOTOCOPIES	(29.25)						
011224 436005	FRANCISE FEES							
011224 436008	OLD REC BLDG/JR THEATRE LEAS	(4,861.55)	(3,934.64)	(4,206.85)	(507.98)	(3,500.00)	(3,500.00)	
011224 441000	LIQUOR LICENSES	(67,214.00)	(65,271.00)	(72,157.09)	(52,925.00)	(60,000.00)	(73,200.00)	
011224 442001	HOTEL, MOTEL, INN	(800.00)	(500.00)	(550.00)	(350.00)	(500.00)	(400.00)	
011224 442004	JUNK COLLECTOR, DEALER	(35.00)	(35.00)			-		
011224 442005	USED CAR DEALER	(900.00)	(900.00)	(800.00)	(300.00)	(900.00)	(600.00)	
011224 442006	AMUSEMENT DEVICE LICENSE		(650.00)			-	(850.00)	
011224 442009	ENTERTAINMENT LICENSE	(3,535.00)	(3,210.00)	(4,110.00)	(1,595.00)	(3,000.00)	(1,650.00)	
011224 442012	COMMON VICTUALLER LICENSE	(2,150.00)	(2,250.00)	(2,250.00)	(1,100.00)	(2,000.00)	(1,950.00)	
011224 445005	MISC LICENSES/PERMITS	(60.00)	(60.00)	(350.00)	(110.00)	-		
011224 445016	VEHICLE REPAIRMAN	(1,100.00)	(1,500.00)	(1,400.00)	(1,000.00)	-	(1,300.00)	
011224 484012	INSURANCE RECOVERY OVER	(74,757.98)				-		
<b>011414 ASSESSORS - REV</b>								
011414 432003	PHOTOCOPIES	(793.50)	(458.60)	(466.25)	(150.75)	(500.00)	(400.00)	
011414 432045	ABUTTERS FEES	(10,938.00)	(12,206.00)	(11,725.00)	(4,204.00)	(11,000.00)	(11,000.00)	Reduced Fees
011414 461100	CH SHT LOSS TAX ST OWNED LAN	(82,030.00)	(84,165.00)	(95,995.00)	(50,124.00)	(96,393.00)	(123,796.00)	Cherry Sheet

## FY2023 Revenue History to FY2020

			FY2020	FY2021	FY2022	FY2023	FY2023	Town Admin Req	
			Actual	Actual	Actual	YTD Actual	Budget	Forecast	** Raised 2.7.23
011414	461400	VETARANS BENEFITS	(57,075.00)	(70,596.00)	(57,988.00)	(25,027.00)	(54,355.00)	(54,355.00)	Cherry Sheet
011414	461600	EXEMP VET BLIND SPOUSE ELDER	(24,598.00)	(24,598.00)	(115,544.00)	(87,476.00)	(89,039.00)	(89,039.00)	Cherry Sheet
011414	467100	UNRESTRICT GEN GOVT AID	(457,398.00)	(457,398.00)	(548,385.00)	(207,223.00)	(486,189.00)	(498,971.00)	Cherry Sheet
011414	469901	HOTEL TAX	(905,397.09)	(1,132,926.28)	(1,675,736.65)	(379,999.31)	(750,000.00)	(1,200,000.00)	Now Split w/2 Stabilization
011414	469906	MEALS TAX	(445,496.51)	(325,311.05)	(571,745.29)	(251,459.95)	(350,000.00)	(450,000.00)	
<b>011454 TREASURER - REV</b>									
011454	431455	ADMINISTRATION FEES		(1,423.00)	(1,432.00)	(784.00)	-		
011454	432003	PHOTOCOPIES			(2.00)	(0.50)	-		
011454	432007	BOUNCED CHECK FEE	(725.00)	(925.00)	(550.00)	(200.00)	(500.00)	(500.00)	
011454	480999	MISCELLANEOUS UNIDENTIFIED		0.01			-		
011454	482001	INVESTMENT REVENUE	(213,116.52)	(47,281.93)	(19,101.16)	(143,794.72)	(10,000.00)	(140,000.00)	
011454	484099	TREAS MISC REVENUE	(2,695.89)	(10,105.83)	(2,018.82)	(1,421.64)	-		
<b>011464 COLLECTOR - REV</b>									
011464	411016	PERSONAL PROPERTY TAX FY 201	(149.31)	(5.65)		(276.27)	-		
011464	411017	PERSONAL PROPERTY TAX 2017	(268.93)	(92.92)	(33.64)	(337.36)	-		
011464	411018	PERSONAL PROPERTY TAX REVENU	(276.46)	(123.20)	(110.57)	(558.60)	-		
011464	411019	PERSONAL PROPERTY TAX 2019	(6,838.05)	(679.93)	(318.35)	(857.60)	-		
011464	411020	PERSONAL PROPERTY TAX 2020	(931,500.27)	(9,528.83)	(661.40)	(379.77)	-		
011464	411021	PERSONAL PROPERTY TAX FY 202		(1,214,826.23)	(4,310.35)	(153.75)	-		
011464	411022	PERSONAL PROPERTY FY 22			(1,177,255.21)	(8,015.12)	-		
011464	411023	PP FY 23				(573,626.50)	(1,000,000.00)		
011464	411024	PP FY 24						(1,100,000.00)	
011464	411999	PERSONAL PROPERTY BLANKT ABA	(71.22)	(19.63)	(64.32)	(101.13)	-		
011464	412016	REAL ESTATE TAX FY 2016	(390.95)				-		
011464	412018	REAL ESTATE TAX 2018	(29,690.61)				-		
011464	412019	REAL ESTATE TAX 2019	(408,265.43)	(20,441.88)			-		
011464	412020	REAL ESTATE TAX 2020	(50,066,623.94)	(680,315.46)		2,939.38	-		
011464	412021	REAL ESTATE TAX FY 2021	(1,852.08)	(51,348,189.34)	(273,182.55)	7,788.15	-		

## FY2023 Revenue History to FY2020

	FY2020 Actual	FY2021 Actual	FY2022 Actual	FY2023 YTD Actual	FY2023 Budget	Town Admin Req Forecast	** Raised 2.7.23
011464 412022			(52,334,079.25)	(483,753.39)	-		
011464 412023				(25,552,192.56)	(56,257,585.00)		
011464 412024						(56,413,450.00)	
011464 414200	(235,130.04)	(166,659.32)	(240,675.32)	(156,945.33)	-		
011464 414400	(10.79)	(28,645.46)	(4,147.10)	(578.56)	-		
011464 415009		(35.00)	35.00		-		
011464 415014	(37.92)				-		
011464 415015	(508.43)	(290.14)	12.64		-		
011464 415016	(2,932.50)	(739.68)	(244.26)	(22.50)	-		
011464 415017	(1,649.57)	(1,426.66)	(878.13)	(171.15)	-		
011464 415018	(7,471.52)	(3,619.93)	(928.65)	(345.42)	-		
011464 415019	(269,406.70)	(20,948.94)	(3,696.97)	(429.13)	-		
011464 415020	(1,984,767.80)	(321,367.12)	(18,428.69)	(1,914.08)	-		
011464 415021		(2,107,877.80)	(380,968.30)	(15,034.81)	-		
011464 415022			(2,180,574.92)	(314,318.12)	-		
011464 415023					(2,350,000.00)		
011464 415024						(2,450,000.00)	
011464 415999	(1,043.02)	(2,311.45)	(476.25)	(488.75)	-		
011464 416115	(42.50)	(20.00)			-		
011464 416116	(57.50)	(12.50)			-		
011464 416117	(60.00)				-		
011464 416118	(92.55)	(12.50)			-		
011464 416119	(64.85)	(99.50)	(7.50)		-		
011464 416120	(26,405.51)	(392.71)	(7.50)	(39.00)	-		
011464 416121		(27,233.52)	(161.23)	(187.29)	-		
011464 416122			(25,881.34)	(190.92)	-		
011464 416123				(16,714.15)	(25,000.00)		
011464 416124						(28,000.00)	
011464 416999	(25.00)	(45.00)					
011464 417001	(94,987.73)	(187,733.31)	(131,779.26)	(53,405.95)	(189,908.00)	(130,000.00)	
011464 417002	(8,352.97)	(13,321.07)	(12,708.85)	(12,277.45)	(8,000.00)	(11,500.00)	
011464 417003	(73,664.10)	(116,922.63)	(94,905.57)	(42,344.96)	(100,000.00)	(95,000.00)	

## FY2023 Revenue History to FY2020

		FY2020	FY2021	FY2022	FY2023	FY2023	Town Admin Req	
		Actual	Actual	Actual	YTD Actual	Budget	Forecast	** Raised 2.7.23
011464 417004	PEN & INT BOAT EXCISE TAXES	(2,618.96)	(3,724.20)	(2,362.27)	(1,262.31)	(2,000.00)	(2,900.00)	
011464 417005	PEN & INT TAX TITLE	(109,095.47)	(88,553.85)	(186,544.53)	(93,209.49)	(75,000.00)	(128,000.00)	
011464 417006	PEN & INT DEFERRED TAXES	(57.25)	(21,488.47)	(2,852.77)	(216.84)			
011464 418001	IN LIEU OF TAXES LOCAL	(62,470.76)	(65,255.92)	(63,702.90)	(3,330.72)	(60,000.00)	(60,000.00)	
011464 432008	MARKING FEES	(8,160.00)	(10,860.00)	(9,860.00)	(4,160.00)	(10,000.00)	(10,000.00)	
011464 432009	MUNICIPAL LIEN CERTIFICATES	(26,200.00)	(29,925.00)	(20,225.00)	(5,875.00)	(20,000.00)	(25,000.00)	
011464 484099	COLLECTORS MISCELLANEOUS REV	(1.40)				-		
<b>011497 TORNADO FUNDING</b>								
011497 469900	OTHER STATE REVENUE	(1,171,060.00)				-		
<b>011614 TOWN CLERK - REV</b>								
011614 432003	PHOTOCOPIES	(477.20)	(195.00)	(7.15)	(396.15)	-		
011614 432011	DOG LICENSES	(12,035.00)	(13,105.00)	(11,210.00)	(1,645.00)	(12,000.00)	(12,000.00)	
011614 432039	UTILITY POLES		(80.00)	(80.00)	(40.00)			
011614 442017	BIRTH, MARRIAGE, DEATH CERT	(17,640.00)	(17,550.00)	(17,950.00)	(10,480.00)	(16,000.00)	(17,000.00)	
011614 442018	BUSINESS CERTIFICATE	(3,450.00)	(5,680.00)	(4,800.00)	(1,580.00)	(4,000.00)	(4,000.00)	
011614 445002	RAFFLE PERMIT	(40.00)		(50.00)	(35.00)	-	(30.00)	
011614 445007	GASOLINE STORAGE	(250.00)	(250.00)	(300.00)		(200.00)	(200.00)	
011614 445015	BURIAL PERMITS	(1,370.00)	(1,360.00)	(600.00)	(230.00)	(1,000.00)	(800.00)	
011614 468500	INCREASE POLLING HOURS		(2,333.88)					
011614 477001	NON CRIMINAL FINES POLICE	(325.00)	(100.00)	(375.00)	(900.00)	-	(400.00)	
011614 477002	NON CRIMINAL FINES HEALTH	(2,150.00)	(1,000.00)		(2,450.00)	-	(2,500.00)	
011614 477006	NON CRIMINAL FINES HARBOR	(100.00)	(100.00)	(400.00)	(150.00)	-	(200.00)	
011614 477007	NON CRIMINAL FINES CONSERVAT	(11,400.00)	(1,200.00)	(3,000.00)	(2,100.00)	(1,500.00)	(3,000.00)	
011614 477008	BLDG NON CRIMINAL	(900.00)				-		
011614 484099	TOWN CLERK MISC REVENUE			(89.00)	(550.00)	-		
<b>011714 CONSERVATION - REV</b>								

## FY2023 Revenue History to FY2020

			FY2020	FY2021	FY2022	FY2023	FY2023	Town Admin Req	
			Actual	Actual	Actual	YTD Actual	Budget	Forecast	** Raised 2.7.23
011714 432003	PHOTOCOPIES					(200.00)			
011714 432038	GARDEN PLOTS		(3,280.00)	(3,675.00)	(3,650.00)	(2,450.00)	(3,000.00)	(3,500.00)	
011714 436003	BOG LEASE		(3,804.00)		(4,080.00)				w/Select Board
011714 437001	HEARINGS		(9,120.00)	(13,560.00)	(9,350.00)	(4,998.35)	(12,000.00)	(10,600.00)	
011714 484099	ADMINISTRATIVE REVIEW/MISC		(4,050.00)	(5,525.00)	(4,850.00)	(2,650.00)	(4,000.00)	(4,800.00)	
<b>011744 TOWN PLANNER - REV</b>									
011744 432003	PHOTOCOPIES			(18.40)	(75.00)		-		
011744 432040	LOCAL FILING FEE		(5,990.00)	(7,140.00)	(3,570.00)	(825.00)	(6,000.00)	(5,500.00)	
011744 437001	HEARINGS		(37,785.00)	(13,860.21)	(23,035.70)	(12,342.66)	(12,000.00)	(24,800.00)	
011744 445005	MISC LICENSES/PERMITS		(265.00)	(530.00)	(795.00)	(530.00)	-	(950.00)	
<b>011764 BOARD OF APPEALS - REV</b>									
011764 437001	HEARINGS		(12,600.00)	(17,010.00)	(11,655.00)	(3,780.00)	(10,000.00)	(13,700.00)	
<b>011994 CVEC ELECTRIC REVENUE</b>									
011994 421000	CVEC ELECTRIC		(288,800.19)	(240,556.67)	(305,858.20)	(309,929.49)	(250,000.00)	(310,000.00)	Same as PY per Maria Marasco
<b>012104 POLICE - REV</b>									
012104 432015	POLICE ADMINISTRATION FEES		(45,624.74)	(40,648.41)	(34,128.10)	(19,183.43)	(40,000.00)	(40,000.00)	
012104 432017	USE OF CRUISER POLICE		(13,240.00)	(13,282.60)	(8,142.50)	(4,610.65)	(10,000.00)	(11,000.00)	
012104 445003	GUN PERMITS		(6,400.00)	(7,887.50)	(5,187.50)	(1,887.50)	(6,000.00)	(6,500.00)	
012104 468000	REG OF MV FINES		(4,899.37)	(4,828.03)	(3,703.17)	(2,590.00)	(4,000.00)	(4,000.00)	
012104 468100	COURT DEFAULT WARRANTS					(300.00)	-	(150.00)	
012104 469501	COURT FINES		(1,215.00)	(1,088.00)	(175.00)		(1,000.00)	(1,000.00)	
012104 477004	PARKING VIOLATIONS		(665.00)	(125.00)	(275.00)	(100.00)	-	(275.00)	
012104 484099	POLICE MISC REVENUE				(950.00)	(750.00)	-	(950.00)	

## FY2023 Revenue History to FY2020

		FY2020	FY2021	FY2022	FY2023	FY2023	Town Admin Req	
		Actual	Actual	Actual	YTD Actual	Budget	Forecast	** Raised 2.7.23
<b>012204 FIRE - REV</b>								
012204 432003	PHOTOCOPIES	(125.00)	(95.00)	(110.00)	(55.00)			
012204 432018	FIRE INSPECTION PERMITS	(39,130.00)	(44,820.00)	(37,685.00)	(18,675.00)	(35,000.00)	(40,000.00)	
012204 445005	MISC LICENSES/PERMITS	(3,270.00)	(2,095.00)	(2,850.00)	(1,190.00)	(2,000.00)	(2,500.00)	
012204 445006	BURNING PERMITS	(2,349.00)						
012204 445007	GASOLINE STORAGE	(225.00)	(410.00)	(270.00)	(90.00)			
012204 469900	OTHER STATE REVENUE	(6,800.00)	(5,520.06)					
012204 484099	FIRE MISCELLANEOUS REVENUE	(2,275.00)	(2,725.00)	(2,450.00)	(225.00)			
<b>012314 AMBULANCE - REV</b>								
012314 437000	AMBULANCE FEES	(1,601,026.22)	(1,789,175.03)	(1,694,360.88)	(813,794.95)	(1,700,000.00)	(1,700,000.00)	
<b>012414 BUILDING - REV</b>								
012414 432003	PHOTOCOPIES	(1,122.86)	(145.10)	(704.05)	(110.00)	-		
012414 432019	BUILDING INSPECTION	(171.00)	(4,306.00)	(1,531.00)	(330.00)	(3,000.00)	(3,000.00)	
012414 455008	BUILDING PERMITS	(371,295.70)	(474,978.49)	(407,254.00)	(168,570.50)	(450,000.00)	(430,000.00)	
012414 455009	SIGN PERMITS	(2,025.00)	(2,325.00)	(1,650.00)	(600.00)	(2,000.00)	(2,000.00)	
012414 455011	RENTAL DENSITY PERMIT	(1,750.00)	(1,550.00)	(3,950.00)	(1,400.00)	(1,000.00)	(2,000.00)	
012414 455012	HVAC SHEET METAL	(41,110.00)	(5,288.51)	(2,395.00)	(2,038.00)	-	(3,000.00)	
012414 477000	NON CRIMINAL FINES	(340.00)				-		
012414 484099	BUILDING MISC REVENUE							
<b>012424 GAS INSPECTION - REV</b>								
012424 432020	GAS INPECTION	(57,390.00)	(58,685.00)	(53,695.00)	(21,210.00)	(50,000.00)	(56,000.00)	
012424 477000	NON CRIMINAL FINES	(160.00)	(75.00)					
<b>012434 PLUMBING</b>								

## FY2023 Revenue History to FY2020

			FY2020	FY2021	FY2022	FY2023	FY2023	Town Admin Req	
			Actual	Actual	Actual	YTD Actual	Budget	Forecast	** Raised 2.7.23
012434	432021	PLUMBING INSPECTION	(58,715.00)	(55,915.00)	(57,530.00)	(21,500.00)	(50,000.00)	(56,000.00)	
012434	477000	NON CRIMINAL FINES	(230.00)						
<b>012454 ELECTRICAL REVENUE</b>									
012454	432023	ELECTRICAL INSPECTION	(77,471.00)	(90,963.00)	(103,894.80)	(45,870.00)	(85,000.00)	(95,000.00)	
012454	477000	NON CRIMINAL FINES		(210.00)					
<b>012964 Shellfish Revenues</b>									
012964	445001	SHELLFISH PERMITS	(9,466.00)	(10,532.00)	(11,141.00)	(3,835.00)	(9,000.00)	(10,000.00)	
<b>014114 TOWN ENGINEER REVENUE</b>									
014114	445017	STORMWATER PERMIT		(3,300.00)		(4,100.00)	-	(4,100.00)	Meggan
<b>014214 HIGHWAY REVENUE</b>									
014214	432029	PRIOR YEAR RECOVERY		(8,467.70)			-		
014214	445000	TREASURER CHEST STICKERS			(12,125.00)	(4,938.00)	-	(10,000.00)	
<b>014394 WASTE DISPOSAL REVENUE</b>									
014394	424701	DISPOSAL AREA STICKERS	(886,604.50)	(985,245.00)	(878,580.87)	(326,291.00)	(950,000.00)	(950,000.00)	Rev 1.19.23 LH
014394	424702	DISPOSAL REGULAR FEES	(1,008,645.45)	(1,167,656.71)	(1,220,766.41)	(583,427.00)	(1,200,000.00)	(1,325,000.00)	Rev 1.19.23 LH
014394	424703	DISPOSAL COMMERCIAL FEES	(1,270,693.55)	(1,610,660.90)	(1,957,559.15)	(731,839.20)	(1,400,000.00)	(1,625,000.00)	Rev 1.19.23 LH
014394	427010	RECYCLE NEWSPAPER	18,985.13		(14,369.05)	(3,227.92)	-	(15,000.00)	
014394	427011	RECYCLE BOTTLES	(18,744.50)		(26,830.05)	(15,649.50)	-	(30,000.00)	
014394	427012	RECYCLE OTHER ITEMS	(1,653.00)	(2,191.00)	(1,350.60)	(989.00)	-	(1,500.00)	
014394	427013	RECYCLE METAL	(42,070.04)	(71,625.25)	(97,626.60)	(19,728.09)	(40,000.00)	(70,000.00)	
<b>015104 BOARD OF HEALTH</b>									



## FY2023 Revenue History to FY2020

		FY2020	FY2021	FY2022	FY2023	FY2023	Town Admin Req	
		Actual	Actual	Actual	YTD Actual	Budget	Forecast	** Raised 2.7.23
015104 432003	PHOTOCOPIES	(951.72)	(8.00)	(404.00)	(272.00)			
015104 432025	TEST HOLES	(15,950.00)	(17,490.00)	(20,900.00)	(7,150.00)	(15,000.00)	(18,000.00)	
015104 442001	HOTEL, MOTEL, INN	(675.00)	(675.00)	(525.00)				
015104 442002	STABLE	(1,310.00)	(1,330.00)	(1,470.00)	(30.00)	(1,000.00)	(1,300.00)	
015104 442004	JUNK COLLECTOR/RUBBISH HAULE	(1,375.00)	(1,375.00)	(1,500.00)	(375.00)	(1,000.00)	(1,400.00)	
015104 442013	OTHER FOOD SERVICE LICENSE	(19,410.00)	(18,215.00)	(18,420.00)	(2,535.00)	(18,000.00)	(19,000.00)	
015104 442014	TOBACCO LICENSE	(1,350.00)	(1,125.00)	(1,050.00)	(630.00)	(1,000.00)	(1,000.00)	
015104 442015	FUNERAL DIRECTOR LICENSE	(100.00)	(100.00)	(100.00)		-	(100.00)	
015104 445005	MISC LICENSES/PERMITS	(12,925.00)	(14,880.00)	(15,375.00)	(3,300.00)	(12,000.00)	(14,000.00)	
015104 445010	SEPTAGE CARRIER	(2,875.00)	(3,000.00)	(2,500.00)	(500.00)	(2,000.00)	(2,700.00)	
015104 445011	SEWERAGE PERMITS	(30,380.00)	(36,688.00)	(31,465.00)	(12,070.00)	(30,000.00)	(32,000.00)	
015104 445012	WELL PERMITS	(840.00)	(720.00)	(1,740.00)	(1,080.00)	-	(1,000.00)	
015104 445027	SWIMMING POOL	(3,310.00)	(3,560.00)	(3,375.00)	(30.00)	(2,000.00)	(3,000.00)	
015104 445029	HEALTH INPECTION FEES	(38,830.00)	(39,380.00)	(32,385.00)	(14,410.00)	(35,000.00)	(35,000.00)	
015104 445030	OPIOID SETTLEMENT							Want removed
015104 455012	TRENCH EXCAVATING PERMITS	(3,420.00)	(3,600.00)	(3,810.00)	(1,590.00)	(3,000.00)	(3,600.00)	
015104 484099	BD OF HEALTH MISC REVENUE	(2,350.00)	(4,050.00)	(3,950.00)	(500.00)	(2,500.00)	(2,500.00)	
<b>015404 COMMUNITY CENTER REVENUE</b>								
015404 432003	PHOTOCOPIES	(60.00)	(23.00)	(39.00)	(8.00)			
015404 432044	PROGRAM FEES	(2,717.22)	(125.15)	(1,585.12)	(1,497.21)	-	(1,481.00)	
015404 432049	PASSPORT FEES	(12,200.00)	(7,825.00)	(17,740.00)	(11,595.00)	(6,000.00)	(12,340.00)	
015404 436004	BUILDING USE	(12,165.30)	(3,155.00)	(10,290.00)	(11,990.00)	(3,000.00)	(9,400.00)	
015404 484098	COM CENTER WEIGHT ROOM USE	(11,702.20)		(9,701.09)		-	(10,701.00)	
<b>015414 COUNCIL ON AGING REVENUE</b>								
015414 432044	COA PROGRAM FEES	(12,389.18)	(1,015.00)	(17,551.30)	(14,675.70)	(5,000.00)	(22,000.00)	
015414 483003	COA CATERING REVENUE	(2,683.62)	(1,181.92)					

## FY2023 Revenue History to FY2020

		FY2020	FY2021	FY2022	FY2023	FY2023	Town Admin Req	
		Actual	Actual	Actual	YTD Actual	Budget	Forecast	** Raised 2.7.23
<b>015434 VETERANS REVENUE</b>								
015434 484099	VETERANS MISC REVENUE			(6,162.00)				
<b>016104 LIBRARY REVENUE</b>								
016104 432003	PHOTOCOPIES		(76.93)	(14.25)				
016104 447003	FINES	(3,025.90)						
016104 484099	LIBRARY MISC REVUNE				(120.00)			
<b>016304 RECREATION &amp; YOUTH REVENUE</b>								
016304 427014	BEACH CONCESSIONS	(12,334.00)	(12,334.00)	(9,639.65)	(13,147.00)	(10,000.00)	(13,147.00)	two vendors under same contract
016304 432030	SUMMER PROGRAM FEES	(7,790.00)	(3,050.00)	(7,335.00)	(7,230.00)	(2,000.00)	(7,000.00)	fewer swimming lessons
016304 432044	PROGRAM FEES	(495.00)	(600.00)	(1,100.00)	(600.00)	-	(1,100.00)	fishing tournaments
016304 445013	BEACH STICKERS	(315,915.00)	(352,130.00)	(335,100.00)	(129,520.00)	(350,000.00)	(350,000.00)	
016304 445014	BEACH PARKING	(75,700.00)	(67,890.00)	(75,650.00)	(85,760.00)	(10,000.00)	(92,500.00)	
016304 477004	PARKING VIOLATIONS	(13,400.00)	(19,455.00)	(12,645.00)	(21,040.00)	-	(17,500.00)	
<b>016334 HARBORMASTER REVENUE</b>								
016334 432042	MOORING AGENT FEES	(1,200.00)	(1,200.00)	(1,320.00)		-	(1,320.00)	
016334 436000	OTHER DOCKAGE LATE FEES MISC	(11,444.00)	(12,450.00)	(12,740.00)	(4,110.00)	(10,000.00)	(10,000.00)	
016334 436001	HARBOR FUEL CONCESSION	(9,315.81)	(7,326.88)	(8,913.27)	(6,365.84)	(7,000.00)	(8,000.00)	
016334 436002	ALLEN HARBOR PARKING RENTAL	(22,785.00)	(22,785.00)	(24,035.00)	(20,593.75)	(20,000.00)	(27,000.00)	
016334 436010	ARTISAN SHACK RENTAL	(1,400.00)	(2,068.75)	(850.00)	(12.50)	-		
016334 436011	TICKET BOOTH RENTAL	(8,000.00)	(8,000.00)	(6,320.00)	(8,640.00)	(5,000.00)	(8,640.00)	
016334 436012	SNACK SHACK LEASE	(32,737.01)	(31,267.00)	(9,000.00)	(5,000.00)	(30,000.00)	(12,000.00)	
016334 436300	SEASONAL DOCKAGE	(739,888.60)	(747,973.09)	(803,946.65)	(425,517.65)	(750,000.00)	(775,000.00)	
016334 436400	VISITOR DOCKAGE	(235,711.12)	(294,589.97)	(331,398.30)	(255,260.54)	(290,000.00)	(290,000.00)	
016334 445200	OFFLOAD/WEIR PERMITS	(40,181.50)	(36,753.00)	(42,995.30)	(42,679.40)	(35,000.00)	(50,000.00)	
016334 454012	RAMP FEES/PASSES	(32,327.00)	(36,515.00)	(34,262.00)	(16,910.00)	(30,000.00)	(32,000.00)	

## FY2023 Revenue History to FY2020

		FY2020	FY2021	FY2022	FY2023	FY2023	Town Admin Req	
		Actual	Actual	Actual	YTD Actual	Budget	Forecast	** Raised 2.7.23
016334	469900	(34,425.00)				-		
016334	477004	(1,945.00)	(3,050.00)	(5,850.00)	(6,961.00)	-	(5,000.00)	
016334	481000			(128,984.50)		-		
016334	484099	(2,518.52)	(2,755.87)	(5,009.07)	(3,592.38)	-	(2,500.00)	
<b>016914 HISTORIC COMM REVENUE</b>								
016914	437001	(770.00)	(440.00)	(385.00)	(495.00)			
<b>016954 GOLF OPERATIONS REVENUE</b>								
016954	432031	(500,160.32)	(771,653.57)	(817,652.30)	(496,119.04)	(750,000.00)	(770,000.00)	
016954	432032	(55,929.63)	(107,538.93)	(108,866.72)	(73,677.19)	(100,000.00)	(105,000.00)	
016954	432033	(5,238.88)	(7,114.59)	(6,493.38)	(4,714.20)	(5,000.00)	(6,000.00)	
016954	432034	(670,032.41)	(820,272.00)	(918,078.84)	(14,450.00)	(820,000.00)	(820,000.00)	
016954	432035	(210,449.75)	(312,482.36)	(300,323.80)	(163,112.04)	(300,000.00)	(270,000.00)	
016954	432046	(20,250.00)	(38,405.00)	(44,075.00)		(30,000.00)	(34,000.00)	
016954	432047	(12,255.00)	(29,750.00)	(24,250.00)	(2,450.00)	(20,000.00)		Eliminated
016954	432056	(20,215.00)	(23,420.00)		40.00			
016954	484099	(24,403.50)	(58,012.45)	(28,317.85)	(267.00)			
<b>TOTAL REVENUES</b>		<b>(69,552,346.35)</b>	<b>(72,443,182.17)</b>	<b>(73,558,916.44)</b>	<b>(35,238,242.40)</b>	<b>(73,816,963.00)</b>	(75,394,893.00)	
Actual Dollars			(2,890,835.82)	(1,115,734.27)	38,320,674.04			
Actual Percentage			0.04	0.02	(0.52)			
Decemeber 2022								
Remove						(1,379,810.00)	Interfund	
						(1,100,000.00)	PP Tax	
						(56,413,450.00)	RE Tax	
						(766,161.00)	Cherry Sheet	
PY		(14,215,546.00)			Local Receipts	(15,735,472.00)		0.11

**Town of Harwich**  
**Budget FY2024**

**Budget**

**Forecast**

Line #		<u>FY 2023</u>	<u>FY 2024</u>	%
	<b>SOURCES OF FUNDS</b>			
1	Tax Levy Limit (R/E & PP)	57,257,585	57,513,450	0.4%
2	Local Receipts	14,215,546	15,735,472	10.7%
3	<u>State Aid</u>			
4	Cherry Sheet	725,976	766,160	5.5%
5	Overlay Surplus	200,000	200,000	0.0%
6	<u>Transfers:</u>			
7	Total Transfers In from Other Sources:	1,369,084	1,379,810	
8	<b>TOTAL SOURCES</b>	<u>73,768,191</u>	<u>75,594,892</u>	2.5%
9	<b>USES OF FUNDS</b>			
10	<u>Charges:</u>			
11	State-Cherry Sheet Charges (CCC & BC Tax)	825,267	825,310	
12	Overlay (Abatements- Taxes)	450,000	450,000	
13	<b>TOTAL CHARGES</b>	<u>1,275,267</u>	<u>1,275,310</u>	0.0%
14	<b>NET AVAILABLE Sources</b>	<b>72,492,924</b>	<b>74,319,582</b>	2.5%
15	<b>Town Operating Budget</b>	<b>29,115,995</b>	<b>30,773,764</b>	5.7%
16	<u>Semi-Fixed Cost</u>			
17	Barnstable County Retirement	3,504,895	3,469,024	-1.0%
18	Debt Service	3,082,196	2,541,802	-17.5%
19	Health Insurance	5,275,725	5,592,269	6.0%
20	OPEB	250,000	250,000	0.0%
21	Property & Liab. Insurance	930,082	976,060	4.9%
23	Unemployment	20,000	20,000	0.0%
24	<b>Total Fixed Cost</b>	<b>13,062,897</b>	<b>12,849,154</b>	-1.6%
25	<b>Cape Cod Tech HS</b>	<b>2,079,314</b>	<b>2,154,169</b>	3.6%
26	<b>Monomoy Regional School District</b>	<u>28,041,205</u>	<u>28,352,229</u>	1.1%
27	<b>TOTAL USES</b>	<u>73,574,678</u>	<u>75,404,627</u>	2.5%
29	<b>NET SOURCES &amp; USES</b>	<u>\$ 193,513</u>	<u>\$ 190,265</u>	

## FY2023 Revenue History to FY2020

		FY2020 Budget	FY2021 Budget	%	FY2022 Budget	%	FY2023 Budget	%
<b>01 GENERAL FUND - BAL</b>								
01 497000	INTERFUND TRANSFER IN	(2,145,688.00)	(2,760,945.78)	28.7%	(1,632,240.00)	-40.9%	(1,617,856.00)	-0.9%
<b>010004 GENERAL FUND - MISC REVENUE</b>								
010004 432029	PRIOR YEAR RECOVERY							
010004 458902	FEMA SNOW REIMB	(40,000.00)		-100.0%				
010004 481005	CC REG TECH FEE (RESOURCE OF	(20,000.00)		-100.0%	(20,000.00)	100.0%	(20,000.00)	0.0%
010004 484099	GEN FUND MISC REVENUE	(118,050.00)	(83,538.00)	-29.2%	(83,538.00)	0.0%	(83,538.00)	0.0%
<b>011224 SELECTMEN - REV</b>								
011224 432003	PHOTOCOPIES							
011224 436005	FRANCISE FEES	(40,000.00)						
011224 436008	OLD REC BLDG/JR THEATRE LEAS	(6,500.00)	(5,000.00)	-23.1%	(5,000.00)	0.0%	(3,500.00)	-30.0%
011224 441000	LIQUOR LICENSES	(68,000.00)	(65,000.00)	-4.4%	(65,000.00)	0.0%	(60,000.00)	-7.7%
011224 442001	HOTEL, MOTEL, INN	(785.00)		-100.0%	(700.00)	100.0%	(500.00)	-28.6%
011224 442004	JUNK COLLECTOR, DEALER	(140.00)		-100.0%	(100.00)	100.0%		-100.0%
011224 442005	USED CAR DEALER	(2,200.00)	(1,000.00)	-54.5%	(1,000.00)	0.0%	(900.00)	-10.0%
011224 442006	AMUSEMENT DEVICE LICENSE	(100.00)		-100.0%				
011224 442009	ENTERTAINMENT LICENSE	(3,500.00)	(3,500.00)	0.0%	(3,500.00)	0.0%	(3,000.00)	-14.3%
011224 442012	COMMON VICTUALLER LICENSE	(2,050.00)	(2,000.00)	-2.4%	(2,000.00)	0.0%	(2,000.00)	0.0%
011224 445005	MISC LICENSES/PERMITS	(60.00)		-100.0%	(60.00)	100.0%		-100.0%
011224 445016	VEHICLE REPAIRMAN							
011224 484012	INSURANCE RECOVERY OVER	(70,000.00)		-100.0%				
<b>011414 ASSESSORS - REV</b>								
011414 432003	PHOTOCOPIES	(850.00)		100.0%	(850.00)	100.0%	(500.00)	-41.2%
011414 432045	ABUTTERS FEES	(11,000.00)	(5,500.00)	-50.0%	(11,000.00)	100.0%	(11,000.00)	0.0%
011414 461100	CH SHT LOSS TAX ST OWNED LAN	(82,030.00)	(84,165.00)	2.6%	(84,165.00)	0.0%	(96,393.00)	14.5%

## FY2023 Revenue History to FY2020

011414 461400	VETARANS BENEFITS	(51,892.00)	(45,183.00)	-12.9%	(45,183.00)	0.0%	(54,355.00)	20.3%
011414 461600	EXEMP VET BLIND SPOUSE ELDER	(99,854.00)	(80,321.00)	-19.6%	(80,321.00)	0.0%	(89,039.00)	10.9%
011414 467100	UNRESTRICT GEN GOVT AID	(457,398.00)	(457,398.00)	0.0%	(457,398.00)	0.0%	(486,189.00)	6.3%
011414 469901	HOTEL TAX	(680,000.00)	(456,000.00)	-32.9%	(600,000.00)	31.6%	(750,000.00)	25.0%
011414 469906	MEALS TAX	(420,000.00)	(215,000.00)	-48.8%	(315,000.00)	46.5%	(350,000.00)	11.1%
<b>011454 TREASURER - REV</b>								
011454 431455	ADMINISTRATION FEES							
011454 432003	PHOTOCOPIES							
011454 432007	BOUNCED CHECK FEE	(800.00)		100.0%	(500.00)	100.0%	(500.00)	0.0%
011454 480999	MISCELLANEOUS UNIDENTIFIED							
011454 482001	INVESTMENT REVENUE	(225,039.00)	(70,630.54)	-68.6%	(38,176.55)	-45.9%	(10,000.00)	-73.8%
011454 484099	TREAS MISC REVENUE							
<b>011464 COLLECTOR - REV</b>								
011464 411016	PERSONAL PROPERTY TAX FY 201							
011464 411017	PERSONAL PROPERTY TAX 2017							
011464 411018	PERSONAL PROPERTY TAX REVENU							
011464 411019	PERSONAL PROPERTY TAX 2019							
011464 411020	PERSONAL PROPERTY TAX 2020	(948,073.00)		-100.0%				
011464 411021	PERSONAL PROPERTY TAX FY 202		(900,000.00)	100.0%		-100.0%		
011464 411022	PERSONAL PROPERTY FY 22				(900,000.00)	100.0%		-100.0%
011464 411023	PP FY 23						(1,000,000.00)	100.0%
011464 411999	PERSONAL PROPERTY BLANKT ABA							
011464 412016	REAL ESTATE TAX FY 2016							
011464 412018	REAL ESTATE TAX 2018							
011464 412019	REAL ESTATE TAX 2019							
011464 412020	REAL ESTATE TAX 2020	(51,197,691.69)		-100.0%				
011464 412021	REAL ESTATE TAX FY 2021		(52,399,729.46)	100.0%		-100.0%		
011464 412022	REAL ESTATE FY 22				(53,609,653.34)	100.0%		#DIV/0!
011464 412023	RE FY 23						(56,257,585.00)	100.0%
011464 414200	TAX TITLES REDEEMED							

## FY2023 Revenue History to FY2020

011464 414400	DEFERRED TAXES REDEEMED						
011464 415009	MOTOR VEHICLE FY 09						
011464 415014	MOTOR VEHICLE EXCISE TAX FY1						
011464 415015	MOTOR VEHICLE EXCISE TAX FY1						
011464 415016	MOTOR VEHICLE EXCISE TAX 201						
011464 415017	MOTOR VEHICLE EXCISE 2017						
011464 415018	MOTOR VEHICLE EXCISE						
011464 415019	MOTOR VEHICLE EXCISE 2019						
011464 415020	MOTOR VEHICLE EXCISE 2020	(2,325,000.00)	(1,600,000.00)	-31.2%		-100.0%	
011464 415021	MOTOR VEHICLE EXCISE FY 2021						
011464 415022	MOTOR VEHICLE EXCISE FY 22				(2,350,000.00)	100.0%	-100.0%
011464 415023	MV FY 23					(2,350,000.00)	100.0%
011464 415999	MOTOR VEHICLE BLANKET ABATES						
011464 416115	BOAT EXCISE TAX FY 2015						
011464 416116	BOAT EXCISE TAX FY 2016						
011464 416117	BOAT EXCISE TAX FY 2017						
011464 416118	BOAT EXCISE TAX 2018						
011464 416119	BOAT EXCISE TAX FY 2019						
011464 416120	BOAT EXCISE TAX FY 2020	(25,000.00)	(25,000.00)	0.0%		-100.0%	
011464 416121	BOAT EXCISE FY 2021						
011464 416122	BOAT EXCISE FY 22				(25,000.00)	100.0%	-100.0%
011464 416123	BOAT FY 23					(25,000.00)	100.0%
011464 416999	BOAT BLANKET ABATEMENTS						
011464 417001	PEN & INT REAL ESTATE TAXES	(123,994.00)	(100,000.00)	-19.4%	(100,000.00)	0.0%	(189,908.00) 89.9%
011464 417002	PEN & INT PERS PROP TAXES	(10,000.00)	(8,000.00)	-20.0%	(8,000.00)	0.0%	(8,000.00) 0.0%
011464 417003	PEN & INT MV EXCISE TAXES	(100,000.00)	(75,000.00)	-25.0%	(75,000.00)	0.0%	(100,000.00) 33.3%
011464 417004	PEN & INT BOAT EXCISE TAXES	(2,000.00)	(2,000.00)	0.0%	(2,000.00)	0.0%	(2,000.00) 0.0%
011464 417005	PEN & INT TAX TITLE	(150,000.00)	(50,000.00)	-66.7%	(100,000.00)	100.0%	(75,000.00) -25.0%
011464 417006	PEN & INT DEFERRED TAXES						
011464 418001	IN LIEU OF TAXES LOCAL	(55,000.00)	(55,000.00)	0.0%	(55,000.00)	0.0%	(60,000.00) 9.1%
011464 432008	MARKING FEES	(10,000.00)	(5,000.00)	-50.0%	(15,000.00)	200.0%	(10,000.00) -33.3%
011464 432009	MUNICIPAL LIEN CERTIFICATES	(18,000.00)	(6,450.00)	-64.2%	(25,000.00)	287.6%	(20,000.00) -20.0%
011464 484099	COLLECTORS MISCELLANEOUS REV						



## FY2023 Revenue History to FY2020

### 011497 TORNADO FUNDING

011497 469900 OTHER STATE REVENUE

(844,875.53) -100.0%

### 011614 TOWN CLERK - REV

011614 432003 PHOTOCOPIES

(1,000.00) -100.0%

(500.00) 100.0%

011614 432011 DOG LICENSES

(12,000.00) (12,000.00) 0.0%

(12,000.00) 0.0%

(12,000.00) 0.0%

011614 432039 UTILITY POLES

(40.00) -100.0%

(100.00) 100.0%

-100.0%

011614 442017 BIRTH, MARRIAGE, DEATH CERT

(16,000.00) (16,000.00) 0.0%

(16,000.00) 0.0%

(16,000.00) 0.0%

011614 442018 BUSINESS CERTIFICATE

(3,000.00) -100.0%

(3,000.00) 100.0%

(4,000.00) 33.3%

011614 445002 RAFFLE PERMIT

(100.00) -100.0%

(50.00) 100.0%

-100.0%

011614 445007 GASOLINE STORAGE

(375.00) -100.0%

(300.00) 100.0%

(200.00) -33.3%

011614 445015 BURIAL PERMITS

(1,000.00) (1,000.00) 0.0%

(1,000.00) 0.0%

(1,000.00) 0.0%

011614 468500 INCREASE POLLING HOURS

011614 477001 NON CRIMINAL FINES POLICE

011614 477002 NON CRIMINAL FINES HEALTH

011614 477006 NON CRIMINAL FINES HARBOR

011614 477007 NON CRIMINAL FINES CONSERVAT

(1,500.00) (1,500.00) 0.0%

(3,300.00) 120.0%

(1,500.00) -54.5%

011614 477008 BLDG NON CRIMINAL

011614 484099 TOWN CLERK MISC REVENUE

### 011714 CONSERVATION - REV

011714 432003 PHOTOCOPIES

011714 432038 GARDEN PLOTS

(2,900.00) (2,900.00) 0.0%

(2,900.00) 0.0%

(3,000.00) 3.4%

011714 436003 BOG LEASE

(4,000.00) -100.0%

(4,000.00) 100.0%

-100.0%

011714 437001 HEARINGS

(10,000.00) (10,000.00) 0.0%

(7,500.00) -25.0%

(12,000.00) 60.0%

011714 484099 ADMINISTRATIVE REVIEW/MISC

(5,000.00) -100.0%

(3,500.00) 100.0%

(4,000.00) 14.3%

### 011744 TOWN PLANNER - REV

011744 432003 PHOTOCOPIES

011744 432040 LOCAL FILING FEE

(9,000.00) (3,000.00) -66.7%

(6,000.00) 100.0%

(6,000.00) 0.0%

## FY2023 Revenue History to FY2020

011744 437001	HEARINGS	(30,000.00)	(15,000.00)	-50.0%	(25,000.00)	66.7%	(12,000.00)	-52.0%
011744 445005	MISC LICENSES/PERMITS							
<b>011764 BOARD OF APPEALS - REV</b>								
011764 437001	HEARINGS	(10,000.00)	(10,000.00)	0.0%	(10,000.00)	0.0%	(10,000.00)	0.0%
<b>011994 CVEC ELECTRIC REVENUE</b>								
011994 421000	CVEC ELECTRIC	(295,000.00)	(275,000.00)	-6.8%	(275,000.00)	0.0%	(250,000.00)	-9.1%
<b>012104 POLICE - REV</b>								
012104 432015	POLICE ADMINISTRATION FEES	(50,000.00)	(45,000.00)	-10.0%	(50,000.00)	11.1%	(40,000.00)	-20.0%
012104 432017	USE OF CRUISER POLICE	(7,700.00)	(5,000.00)	-35.1%	(9,638.00)	92.8%	(10,000.00)	3.8%
012104 445003	GUN PERMITS	(5,400.00)	(5,400.00)	0.0%	(5,400.00)	0.0%	(6,000.00)	11.1%
012104 468000	REG OF MV FINES	(6,500.00)	(4,500.00)	-30.8%	(10,000.00)	122.2%	(4,000.00)	-60.0%
012104 468100	COURT DEFAULT WARRANTS				(1,600.00)	100.0%		-100.0%
012104 469501	COURT FINES	(800.00)	(800.00)	0.0%		-100.0%	(1,000.00)	100.0%
012104 477004	PARKING VIOLATIONS							
012104 484099	POLICE MISC REVENUE							
<b>012204 FIRE - REV</b>								
012204 432003	PHOTOCOPIES							
012204 432018	FIRE INSPECTION PERMITS	(35,000.00)	(35,000.00)	0.0%	(35,000.00)	0.0%	(35,000.00)	0.0%
012204 445005	MISC LICENSES/PERMITS	(4,000.00)		-100.0%	(3,000.00)	100.0%	(2,000.00)	-33.3%
012204 445006	BURNING PERMITS	(3,000.00)	(2,000.00)	-33.3%	(2,500.00)	25.0%		-100.0%
012204 445007	GASOLINE STORAGE	(300.00)		-100.0%	(500.00)	100.0%		-100.0%
012204 469900	OTHER STATE REVENUE							
012204 484099	FIRE MISCELLANEOUS REVENUE							
<b>012314 AMBULANCE - REV</b>								

## FY2023 Revenue History to FY2020

012314 437000	AMBULANCE FEES	(1,600,000.00)	(1,600,000.00)	0.0%	(1,651,500.00)	3.2%	(1,700,000.00)	2.9%
<b>012414 BUILDING - REV</b>								
012414 432003	PHOTOCOPIES	(1,600.00)		-100.0%	(1,600.00)	100.0%		-100.0%
012414 432019	BUILDING INSPECTION	(2,500.00)	(1,000.00)	-60.0%	(1,000.00)	0.0%	(3,000.00)	200.0%
012414 455008	BUILDING PERMITS	(436,650.00)	(350,000.00)	-19.8%	(365,800.00)	4.5%	(450,000.00)	23.0%
012414 455009	SIGN PERMITS	(2,500.00)	(2,500.00)	0.0%	(2,500.00)	0.0%	(2,000.00)	-20.0%
012414 455011	RENTAL DENSITY PERMIT	(1,000.00)	(1,000.00)	0.0%	(1,000.00)	0.0%	(1,000.00)	0.0%
012414 455012	HVAC SHEET METAL							
012414 477000	NON CRIMINAL FINES							
012414 484099	BUILDING MISC REVENUE	(3,500.00)		-100.0%				
<b>012424 GAS INSPECTION - REV</b>								
012424 432020	GAS INPECTION	(45,000.00)	(50,000.00)	11.1%	(50,000.00)	0.0%	(50,000.00)	0.0%
012424 477000	NON CRIMINAL FINES							
<b>012434 PLUMBING</b>								
012434 432021	PLUMBING INSPECTION	(45,000.00)	(55,000.00)	22.2%	(55,000.00)	0.0%	(50,000.00)	-9.1%
012434 477000	NON CRIMINAL FINES							
<b>012454 ELECTRICAL REVENUE</b>								
012454 432023	ELECTRICAL INSPECTION	(75,000.00)	(75,000.00)	0.0%	(75,000.00)	0.0%	(85,000.00)	13.3%
012454 477000	NON CRIMINAL FINES							
<b>012964 Shellfish Revenues</b>								
012964 445001	SHELLFISH PERMITS	(9,000.00)	(9,000.00)	0.0%	(9,000.00)	0.0%	(9,000.00)	0.0%
<b>014114 TOWN ENGINEER REVENUE</b>								

## FY2023 Revenue History to FY2020

014114 445017	STORMWATER PERMIT							
<b>014214 HIGHWAY REVENUE</b>								
014214 432029	PRIOR YEAR RECOVERY							
014214 445000	TREASURER CHEST STICKERS							
<b>014394 WASTE DISPOSAL REVENUE</b>								
014394 424701	DISPOSAL AREA STICKERS	(900,000.00)	(900,000.00)	0.0%	(950,000.00)	5.6%	(950,000.00)	0.0%
014394 424702	DISPOSAL REGULAR FEES	(825,000.00)	(850,000.00)	3.0%	(1,000,000.00)	17.6%	(1,200,000.00)	20.0%
014394 424703	DISPOSAL COMMERCIAL FEES	(1,380,000.00)	(1,200,000.00)	-13.0%	(1,529,859.00)	27.5%	(1,400,000.00)	-8.5%
014394 427010	RECYCLE NEWSPAPER	(25,000.00)	(12,500.00)	-50.0%		-100.0%		
014394 427011	RECYCLE BOTTLES	(16,000.00)			(12,500.00)	100.0%		-100.0%
014394 427012	RECYCLE OTHER ITEMS	(4,000.00)		-100.0%				
014394 427013	RECYCLE METAL	(60,000.00)	(40,000.00)	-33.3%	(40,000.00)	0.0%	(40,000.00)	0.0%
<b>015104 BOARD OF HEALTH</b>								
015104 432003	PHOTOCOPIES							
015104 432025	TEST HOLES	(17,000.00)	(15,000.00)	-11.8%	(15,000.00)	0.0%	(15,000.00)	0.0%
015104 442001	HOTEL, MOTEL, INN	(500.00)		-100.0%	(500.00)	100.0%		-100.0%
015104 442002	STABLE	(800.00)		-100.0%	(800.00)	100.0%	(1,000.00)	25.0%
015104 442004	JUNK COLLECTOR/RUBBISH HAULE	(1,000.00)		-100.0%	(1,000.00)	100.0%	(1,000.00)	0.0%
015104 442013	OTHER FOOD SERVICE LICENSE	(18,000.00)	(18,000.00)	0.0%	(18,000.00)	0.0%	(18,000.00)	0.0%
015104 442014	TOBACCO LICENSE	(500.00)	(500.00)	0.0%	(500.00)	0.0%	(1,000.00)	100.0%
015104 442015	FUNERAL DIRECTOR LICENSE							
015104 445005	MISC LICENSES/PERMITS	(10,000.00)	(12,000.00)	20.0%	(12,000.00)	0.0%	(12,000.00)	0.0%
015104 445010	SEPTAGE CARRIER	(2,000.00)	(2,000.00)	0.0%	(2,000.00)	0.0%	(2,000.00)	0.0%
015104 445011	SEWERAGE PERMITS	(30,000.00)	(8,000.00)	-73.3%	(30,000.00)	275.0%	(30,000.00)	0.0%
015104 445012	WELL PERMITS	(1,000.00)	(1,000.00)	0.0%	(1,000.00)	0.0%		-100.0%
015104 445027	SWIMMING POOL	(2,000.00)	(1,774.00)	-11.3%	(2,000.00)	12.7%	(2,000.00)	0.0%
015104 445029	HEALTH INPECTION FEES	(37,000.00)	(35,000.00)	-5.4%	(35,000.00)	0.0%	(35,000.00)	0.0%
015104 445030	OPIOID SETTLEMENT							

## FY2023 Revenue History to FY2020

015104 455012	TRENCH EXCAVATING PERMITS	(3,000.00)		-100.0%	(3,500.00)	100.0%	(3,000.00)	-14.3%
015104 484099	BD OF HEALTH MISC REVENUE	(9,000.00)		-100.0%	(2,000.00)	100.0%	(2,500.00)	25.0%
<b>015404 COMMUNITY CENTER REVENUE</b>								
015404 432003	PHOTOCOPIES							
015404 432044	PROGRAM FEES	(2,000.00)		-100.0%	(1,000.00)	100.0%		-100.0%
015404 432049	PASSPORT FEES	(12,000.00)	(10,000.00)	-16.7%	(10,000.00)	0.0%	(6,000.00)	-40.0%
015404 436004	BUILDING USE	(20,000.00)		-100.0%	(5,000.00)	100.0%	(3,000.00)	-40.0%
015404 484098	COM CENTER WEIGHT ROOM USE	(15,000.00)		-100.0%	(1,000.00)	100.0%		-100.0%
<b>015414 COUNCIL ON AGING REVENUE</b>								
015414 432044	COA PROGRAM FEES	(15,000.00)		-100.0%	(5,000.00)	100.0%	(5,000.00)	0.0%
015414 483003	COA CATERING REVENUE	(1,100.00)		-100.0%				
<b>015434 VETERANS REVENUE</b>								
015434 484099	VETERANS MISC REVENUE							
<b>016104 LIBRARY REVENUE</b>								
016104 432003	PHOTOCOPIES							
016104 447003	FINES	(5,000.00)		-100.0%				
016104 484099	LIBRARY MISC REVUNE							
<b>016304 RECREATION &amp; YOUTH REVENUE</b>								
016304 427014	BEACH CONCESSIONS	(17,500.00)	(10,000.00)	-42.9%	(10,000.00)	0.0%	(10,000.00)	0.0%
016304 432030	SUMMER PROGRAM FEES	(8,000.00)	(2,000.00)	-75.0%	(2,000.00)	0.0%	(2,000.00)	0.0%
016304 432044	PROGRAM FEES	(1,000.00)	(500.00)	-50.0%	(500.00)	0.0%		-100.0%
016304 445013	BEACH STICKERS	(290,000.00)	(275,000.00)	-5.2%	(350,000.00)	27.3%	(350,000.00)	0.0%
016304 445014	BEACH PARKING	(85,000.00)	(42,500.00)	-50.0%	(50,000.00)	17.6%	(10,000.00)	-80.0%
016304 477004	PARKING VIOLATIONS							

## FY2023 Revenue History to FY2020

### 016334 HARBORMASTER REVENUE

016334 432042	MOORING AGENT FEES	(500.00)	(500.00)	0.0%	(500.00)	0.0%		-100.0%
016334 436000	OTHER DOCKAGE LATE FEES MISC	(9,000.00)	(10,000.00)	11.1%	(10,000.00)	0.0%	(10,000.00)	0.0%
016334 436001	HARBOR FUEL CONCESSION	(9,000.00)	(9,000.00)	0.0%	(9,000.00)	0.0%	(7,000.00)	-22.2%
016334 436002	ALLEN HARBOR PARKING RENTAL	(10,000.00)	(20,000.00)	100.0%	(20,000.00)	0.0%	(20,000.00)	0.0%
016334 436010	ARTISAN SHACK RENTAL							
016334 436011	TICKET BOOTH RENTAL				(5,000.00)	100.0%	(5,000.00)	0.0%
016334 436012	SNACK SHACK LEASE				(30,000.00)	100.0%	(30,000.00)	0.0%
016334 436300	SEASONAL DOCKAGE	(615,000.00)	(725,000.00)	17.9%	(850,000.00)	17.2%	(750,000.00)	-11.8%
016334 436400	VISITOR DOCKAGE	(130,000.00)	(200,000.00)	53.8%	(200,000.00)	0.0%	(290,000.00)	45.0%
016334 445200	OFFLOAD/WEIR PERMITS	(30,000.00)	(35,000.00)	16.7%	(35,000.00)	0.0%	(35,000.00)	0.0%
016334 454012	RAMP FEES/PASSES	(20,000.00)	(25,000.00)	25.0%	(25,000.00)	0.0%	(30,000.00)	20.0%
016334 469900	OTHER STATE REVENUE							
016334 477004	PARKING VIOLATIONS							
016334 481000	SALE OF SAND							
016334 484099	HARBOR MASTER MISC REVENUE	(48,000.00)		-100.0%				

### 016914 HISTORIC COMM REVENUE

016914 437001	HEARINGS	(500.00)	(500.00)	0.0%	(500.00)	0.0%		-100.0%
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### 016954 GOLF OPERATIONS REVENUE

016954 432031	GREENS FEES	(750,000.00)	(550,000.00)	-26.7%	(900,000.00)	63.6%	(750,000.00)	-16.7%
016954 432032	DRIVING RANGE	(65,000.00)	(50,000.00)	-23.1%	(65,000.00)	30.0%	(100,000.00)	53.8%
016954 432033	PULL CARTS	(7,500.00)	(5,000.00)	-33.3%	(5,000.00)	0.0%	(5,000.00)	0.0%
016954 432034	RESIDENTS FEES	(685,000.00)	(550,000.00)	-19.7%	(700,000.00)	27.3%	(820,000.00)	17.1%
016954 432035	CAR RENTAL	(240,000.00)	(200,000.00)	-16.7%	(250,000.00)	25.0%	(300,000.00)	20.0%
016954 432046	NON-RESIDENT GOLF MEMBERS	(20,000.00)	(20,000.00)	0.0%	(20,000.00)	0.0%	(30,000.00)	50.0%
016954 432047	GOLF RANGE MEMBERSHIPS	(9,000.00)	(10,000.00)	11.1%	(10,000.00)	0.0%	(20,000.00)	100.0%
016954 432056	MEMBER CAPITAL FEE							
016954 484099	GOLF OPERATIONS MISC REVENUE							

## FY2023 Revenue History to FY2020

<b>TOTAL REVENUES</b>	<b>(69,552,835.22)</b>	<b>(67,994,734.78)</b>	<b>(70,635,731.89)</b>	<b>(73,816,963.00)</b>
Budget Dollars		1,558,100.44	(2,640,997.11)	(3,181,231.11)
Budget Percentage		(0.02)	0.04	0.05
			Remove	(1,617,856.00) Interfund
				(1,000,000.00) PP Tax
				(56,257,585.00) RE Tax
				(725,976.00) Cherry Sheet
			Local Receipts	<u>(14,215,546.00)</u>



A) Ballot Vote Date	(B) Purpose(s) of Exclusion Vote	(C) Date of original issuance note/bond per purpose(s)	(D) Temp or Perm (T/P)	(E) FY 2022 Net Excluded Debt Service	(F) FY 2022 Gross Debt Service Expended	(G) FY 2023 Gross Debt Service Excludable	(H) Reimbursement adjustments (Whole numbers only)	(I) FY 2023 Net Excluded Debt Service	(I) FY 2024 Net Excluded Debt Service
5/16/2017	Paving & Sidewalks	6/22/2017	T	84,487	15,300	0	69,187	-69,187	0
5/21/2013	Paving & Sidewalks	6/26/2014	T	0	0	0	0	0	0
5/18/2004	Brooks Academy	10/15/2006	P	10,200	10,200	0	0	0	0
5/16/2006	Middle School Roof	5/16/2006	P	20,400	20,400	0	0	0	0
10/10/2000	Golf Clubhouse	11/1/2002	P	0	0	0	0	0	0
5/20/2003	Police Station Plan	2/1/2003	P	5,225	5,225	5,075	0	5,075	0
5/18/2004	Golf Irrigation	3/15/2005	P	0	0	0	0	0	0
1/18/2000	Landfill Capping	9/15/2000	P	0	0	0	0	0	0
9/6/2012	Monomoy Reg Sch District	12/6/2012	P	1,453,097	1,453,097	1,433,590	0	1,433,590	1,396,933.00
5/20/2014	Paving & Sidewalks	6/18/2015	T	0	0	0	0	0	0
5/20/2008	Police Station	2/15/2009	P	520,400	520,400	504,400	0	504,400	488,400.00
5/16/2006	High School Roof	10/15/2006	P	25,500	25,500	0	0	0	0
5/16/2006	Golf Course Bunkers	10/15/2006	P	76,500	76,500	0	0	0	0
5/18/1998	Church St. Land	9/15/2000	P	0	0	0	0	0	0
5/17/2011	Allen Harbor Dredging	2/28/2013	P	199,584	327,188	304,125	0	304,125	0
5/19/2015	Paving & Sidewalks	6/24/2016	T	0	0	0	0	0	0
5/19/2015	Muddy Creek Bridge Const	6/24/2015	P	32,775	32,775	31,775	0	31,775	30,776.00
5/19/2015	Saquatucket Harbor Dock	6/24/2015	P	99,000	99,000	94,500	0	94,500	0
5/17/2016	Paving & Sidewalks	6/22/2017	T	73,116	0	0	73,116	-73,116	0
5/16/2017	Fire Station Bid Documents	6/22/2017	T	43,300	0	0	43,300	-43,300	0
5/16/2017	Wastewater Phase II	6/21/2018	P	450,449	314,975	234,474	135,474	99,000	0
5/20/2014	Land Acquisition - Downey	6/26/2015	P	59,700	59,700	57,950	0	57,950	56,200.00
5/16/2017	Wastewater Phase IIB	12/15/2017	P	440,500	440,500	421,000	0	421,000	241,500.00
5/17/2016	SAQ Waterside Construction	12/15/2017	P	587,975	587,975	568,973	0	568,973	549,976.00
5/16/2017	SAQ Landside Construction	12/15/2017	P	206,150	206,150	200,150	0	200,150	194,150.00
5/16/2017	CVGC Infrastructure Improvement	12/15/2017	P	0	0	0	0	0	0
5/15/2018	Paving & Sidewalks	6/21/2018	T	89,986	33,950	0	56036	-56,036	0
5/15/2018	Fire Station Construction	6/21/2018	P	520,700	520,700	505,700	0	505,700	490,700.00
5/16/2017	WW - Cold Brook Design/Constr	12/15/2017	T	32,450	12,250	0	20,200	-20,200	0
10/24/2017	Cape Cod Regional Technical High Schc	11/15/2018	P	509,639	509,639	661,216	0	661,216	613,838.00
5/16/2017	Sewer Cold Brook Phase II B	6/21/2018	P			5,500		5,500	5,250.00
5/16/2017	Sewer Cold Brook Phase II C	12/15/2017	P			6,250		6,250	6,000.00

5/17/2016 Road Maintenance FY17	6/9/2022 P			73,237		73,237	68,500.00
5/16/2017 Fire Station 2 Planning	6/9/2022 P			32,269		32,269	26,250.00
5/16/2017 Road Maintenance FY18.1	6/9/2022 P			26,253		26,253	23,250.00
5/16/2017 Road Maintenance FY18.2	6/9/2022 P			43,522		43,522	36,000.00
5/16/2017 Road Maintenance FY18.3	6/9/2022 P			33,385		33,385	29,000.00
5/15/2018 Road Maintenance FY19.1	6/9/2022 P			26,673		26,673	23,250.00
5/15/2018 Road Maintenance FY19.2	6/9/2022 P			70,858		70,858	65,250.00
5/18/2021 Quint Fire Truck	6/9/2022 P			83,254		83,254	80,050.00
5/18/2021 Road Maintenance FY22	6/9/2022 P			98,142		98,142	93,500.00
5/16/2017 WW - Cold Brook Design/Constr	6/9/2022 P			10,978		10,978	10,500.00
5/15/2018 Pleasant Bay Chatham Interconnect	6/9/2022 P			16,467		16,467	15,750.00
5/15/2018 Chatham Pump Interconnect	6/9/2022 P			218,636		218,636	210,950.00
5/16/2017 Chatham Sewer Interconnect	6/9/2022 P			49,073		49,073	43,950.00
Total:		5,541,133	5,271,424	5,817,425	397,313	5,420,112	4,799,923.00
						5,420,112	4,799,923.00
						3,325,306.00	2,789,152.00

**Town of Harwich  
Budget  
Raise and Appropriate**

Town of Harwich Raise & Appropriate	<b>FY 20 Actual</b>	<b>FY 21 Actual</b>	<b>FY 22 Budget</b>	<b>FY 23 Budget</b>	<b>FY 24 Budget</b>
<b>BASE LEVY LIMIT</b>	\$ 42,683,458	\$ 44,092,081	\$ 47,225,978	\$ 48,882,466	\$ 50,671,734
<b>PLUS 2.5% LEVY</b>	1,067,086	1,102,302	1,180,649	1,222,062	1,266,793
<b>PLUS GROWTH</b>	341,536	496,942	475,839	400,000	500,000
<b><u>SUBTOTAL</u></b>	<b>44,092,081</b>	<b>45,691,325</b>	<b>48,882,466</b>	<b>50,504,528</b>	<b>52,438,527</b>
	-	-	-	-	-
EXCLUDED DEBT(DE-1)	3,813,758	3,732,691	3,578,397	3,578,764	2,789,152
MRSD HS Debt Sevice	1,617,669	1,569,466	1,453,097	1,433,590	1,396,933
CCRTHS	910,435	589,481	509,639	661,216	613,838
CAPE COD COMMISSION	234,056	234,056	239,906	253,720	275,000
<b><u>TAX LEVY LIMIT</u></b>	<b>\$ 50,667,999</b>	<b>\$ 51,817,019</b>	<b>\$ 54,663,505</b>	<b>\$ 56,431,818</b>	<b>\$ 57,513,450</b>
<b><u>Levy increase</u></b>	<b>\$ 3,893,850</b>	<b>\$ 1,149,020</b>	<b>\$ 2,846,487</b>	<b>\$ 1,768,313</b>	<b>\$ 1,081,632</b>
<b>Overlay ( Abatements)</b>	<b>\$ 437,775</b>	<b>\$ 437,775</b>	<b>\$ 454,663</b>	<b>\$ 450,000</b>	<b>\$ 450,000</b>
<b>Overlay Surplus</b>	<b>200,000</b>	<b>200,000</b>	<b>200,000</b>	<b>200,000</b>	<b>200,000</b>

**Raise and Appropriate**

01-497000 INTERFUND TRANSFER IN

FY2024

190,869.00 Cable Fund # 1614 offset Ch 18 budget  
10,000.00 Skinequit Betterment #1704  
60,000.00 GINGER PLUM #1705  
818,912.00 WATER INDIRECTS #1320  
34,929.00 Sewer Indirect #1330  
98,450.00 Golf Imprv Fund #1545 Debt  
166,650.00 CPA Debt # 8027

1,379,810.00

01-596000 INTERFUND TRANSFERS OUT

FY2024

761,076.00 Wastewater Debt Subsidy

761,076.00