

**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.*

*Monday, February 27, 2023*

**Remote Participation Optional:**

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

<https://meet.goto.com/719168941>

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

Access Code: 719-168-941

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 including those 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 Maintenance Employee Association (HMEA)
- C. Executive Session - G.L. c.30A, §21(a)(7) - To comply with any general or special law - G.L. c.214, §1B

**III. PLEDGE OF ALLEGIANCE**

**IV. PUBLIC COMMENTS/ANNOUNCEMENTS**

- A. Committee Vacancies

**V. NEW BUSINESS**

- A. Scott Carpenter, Superintendent to present Fiscal Year 2024 Monomoy Regional School District budget
- B. Discuss potential Monomoy Regional School District Regional Agreement amendments for 2023 Annual Town Meeting
- C. Approve a \$100 fee waiver request for a room rental at 204 Sisson Road submitted by a member of Harwich Climate Action Network
- D. Discussion on 2022 Annual Town Meeting Petitioned Article 57 regarding 204 Sisson Road
- E. Vote to increase membership for Board of Health by adding two Alternate Members
- F. Discussion on MASS Department of Transportation (DOT) Route 28 West Harwich sidewalk project
- G. Approve a 2023 Annual Class II Auto License renewal for Good Son's Motor Cars – 210 Queen Anne Road, Unit 12
- H. Approve the following Special Permits for the Harwich Chamber of Commerce – 1 Schoolhouse Road
  - 1. One day entertainment – June 10, 2023 – 4:00 p.m. to 8:00 p.m. outside at Community Center, 100 Oak Street
  - 2. One day Wines and Malt – June 10, 2023 – 2:00 p.m. to 8:00 p.m. outside at Community Center, 100 Oak Street
  - 3. Event permit – June 10, 2023 at Community Center, 100 Oak Street
- I. Approve the following 2023 license renewals for BLM Restaurant Group d/b/a Lanyard Bar and Grill – 429 Route 28
  - 1. Common Victuallers
  - 2. Weekday Entertainment
    - 1:00 p.m. to 1:00 a.m. inside
    - 1:00 p.m. to 10:00 p.m. outside
    - Jukebox, radio, television, dancing by patrons and live performers, live/recorded music, amplification
  - 3. Sunday Entertainment
    - 1:00 p.m. to 1:00 a.m. inside
    - 1:00 p.m. to 10:00 p.m. outside
    - Jukebox, radio, television, dancing by patrons and live performers, live/recorded music, amplification

VI. **OLD BUSINESS**

- A. Discussion with Director of Planning and Community Development on potential zoning amendment articles for 2023 Annual Town Meeting
- B. Discussion on creating a Human Resources position
- C. Discuss the format and schedule for the March 4, 2023 Joint Budget Meeting
- D. Vote to approve the projects for Cape Cod Water Resources Restoration Project (CCWRRP)

VII. **CONTRACTS**

- A. Vote to approve a contract amendment with Vanasse Hangen Brustlin, Inc. (VHB) in the amount of \$278,500.00 for design work for the Saquatucket Harbor - Route 28 sidewalk project

VIII. **TOWN ADMINISTRATOR'S REPORT**

IX. **SELECTMEN'S REPORT**

X. **CORRESPONDENCE**

XI. **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 23, 2023

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

**Town of Harwich  
Board of Selectmen Committee Vacancies  
February 23, 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 ( 2 Alternate)	2
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
Real Estate and Open Space Committee	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**



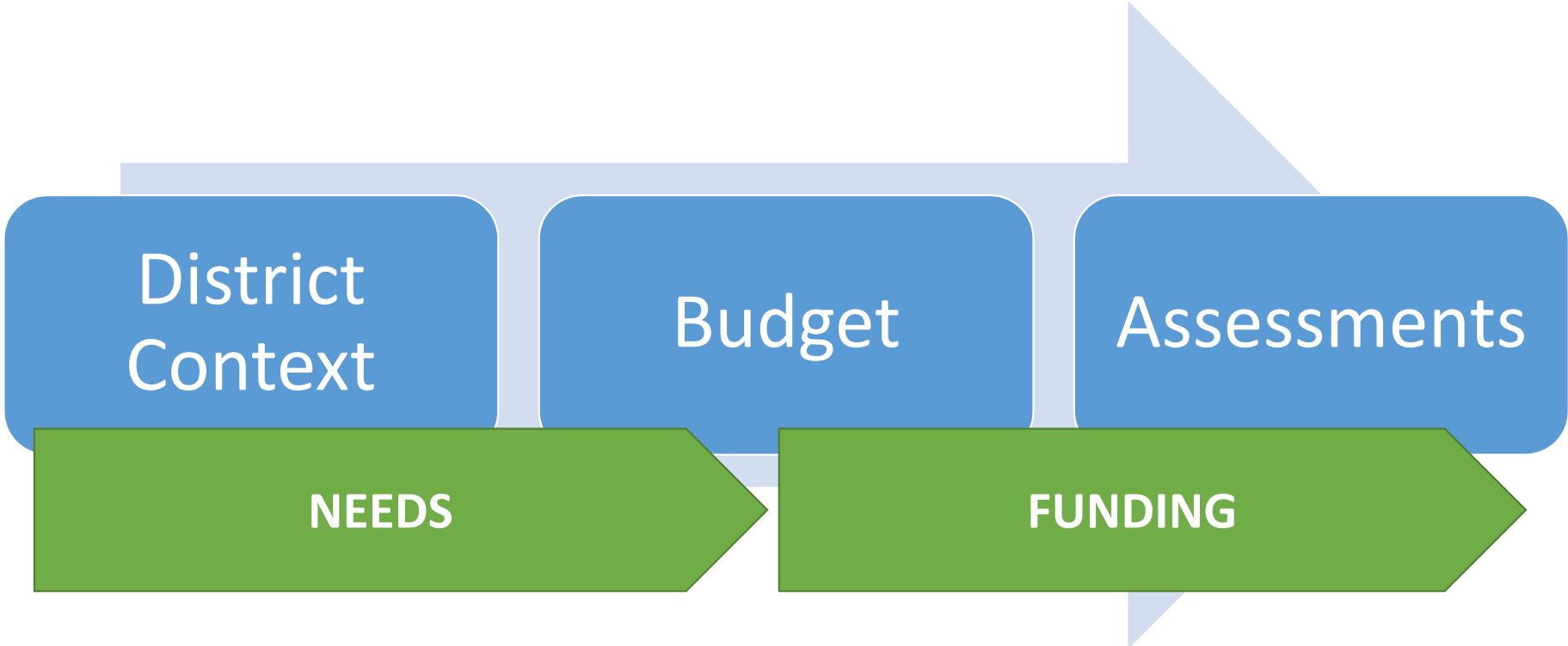
# **NEW BUSINESS**

# Monomoy Regional School District Draft FY24 Budget

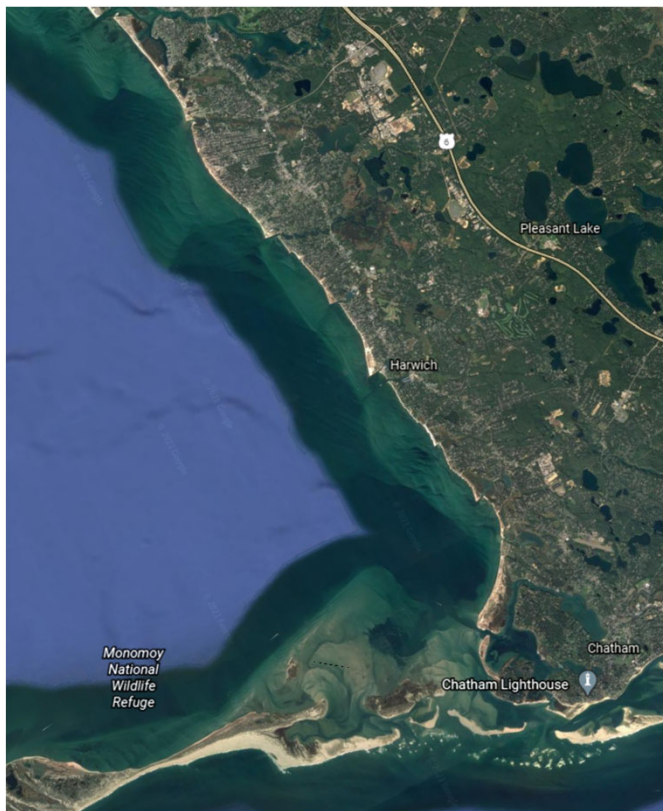
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SELECT BOARD PRESENTATION

February 2023



# The 30,000 foot view – key takeaways



## STUDENT NEEDS

The impact of COVID continues to be seen in the need for more academic intervention and broader social and emotional learning supports. There is also an increase in demand for special education resources.

## FINANCIAL PRESSURES

Inflation, shortage of labor, and supply chain issues are driving up costs in multiple areas of the budget, including utilities, transportation, instructional supplies, and building maintenance.

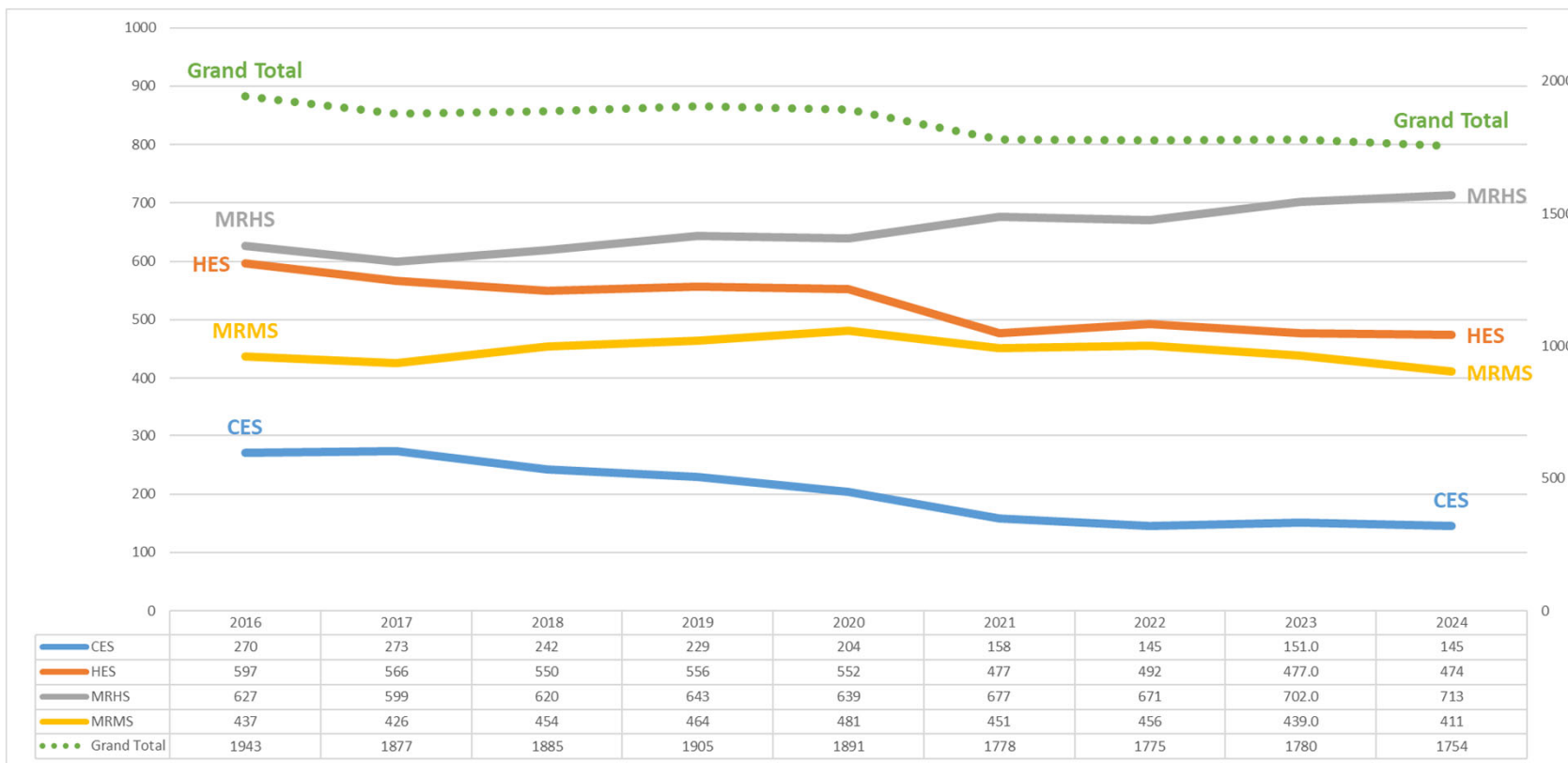
## BUDGET

The draft budget request is \$44,323,116, (\$1.5m / 3.6% increase).

## ASSESSMENTS

Based on the current draft budget and estimates of foundation enrollment and state funding, there is an increase of \$1,050,770 (3.8%) for Harwich and \$145,077 (1.5%) for Chatham.

Student enrollment has stayed level. The number of students at the high school has increased and is expected to continue to do so.



The total line is plotted on the right horizontal-axis on the right all other lines are plotted on the left horizontal axis.

## Aging building infrastructure.

Item	Expected Useful Life	CES	HES	MRMS	MRHS
Boilers	20 years	26	1 is 20 y.o. 2 are 32 y.o.	26	10
Generators	20 years	26	20	27	10
Roof	20 years	27	20	26	10
Windows	20 years	27	20	26	10
Doors	20 years	27	20	26	10
Elevator	20 years	N/A	20	26	10
Hot water tank	15 years	2	20	5	10
Pumps	20 years	26	20	2 are 7-12 y.o. 2 are 5 y.o.	10
Auditorium	10 years	N/A	N/A	N/A	10
Turf Field	15-20 years	N/A	N/A	N/A	10
Track	15-20 years	N/A	N/A	N/A	10

## Our Response

- Excellent classroom instruction with high-quality instructional materials.
- Additional support for social-emotional learning and mental health.
- Commitment to equity.

## What that means in practice

- Investment in textbooks and curriculum materials.
- Ongoing and comprehensive professional development.
- Portrait of a Graduate.
- After-school enrichment programs.
- Expanded pre-school.
- Increased SEL/mental health e.g. adj counselor.
- Improving the staffing structure to meet the challenges.
- Increase in building repairs and capital investment.



# Signs of progress.

## HES Reading Achievement - ARC IRLA American Reading Company, Independent Reading Level Assessment

	<b>Emergency Level</b> (Significantly below grade level)	<b>At-Risk Level</b> (Below grade level)	<b>Proficient or Above</b> (On or above grade level)
11/1/2022	17.7%	33.3 %	48.3 %
1/9/2023	13.7 %	22.4 %	62.5 %

## Middle School MCAS Scores

Grade level	Assessment	Growth 2021	Growth 2022
5	ELA	32	46
5	Math	51	51
6	ELA	48	59
6	Math	45	62
7	ELA	37	55
7	Math	46	55
Overall MRMS Growth		<b>43</b>	<b>55</b>

# Building the Budget and Assessments

## Expenditures

- Salaries
- Employee Benefits
- State Assessments – School Choice and Charter Tuition
- Property Insurance
- Debt Service
- Out of District Tuition
- District Priorities

## Policies

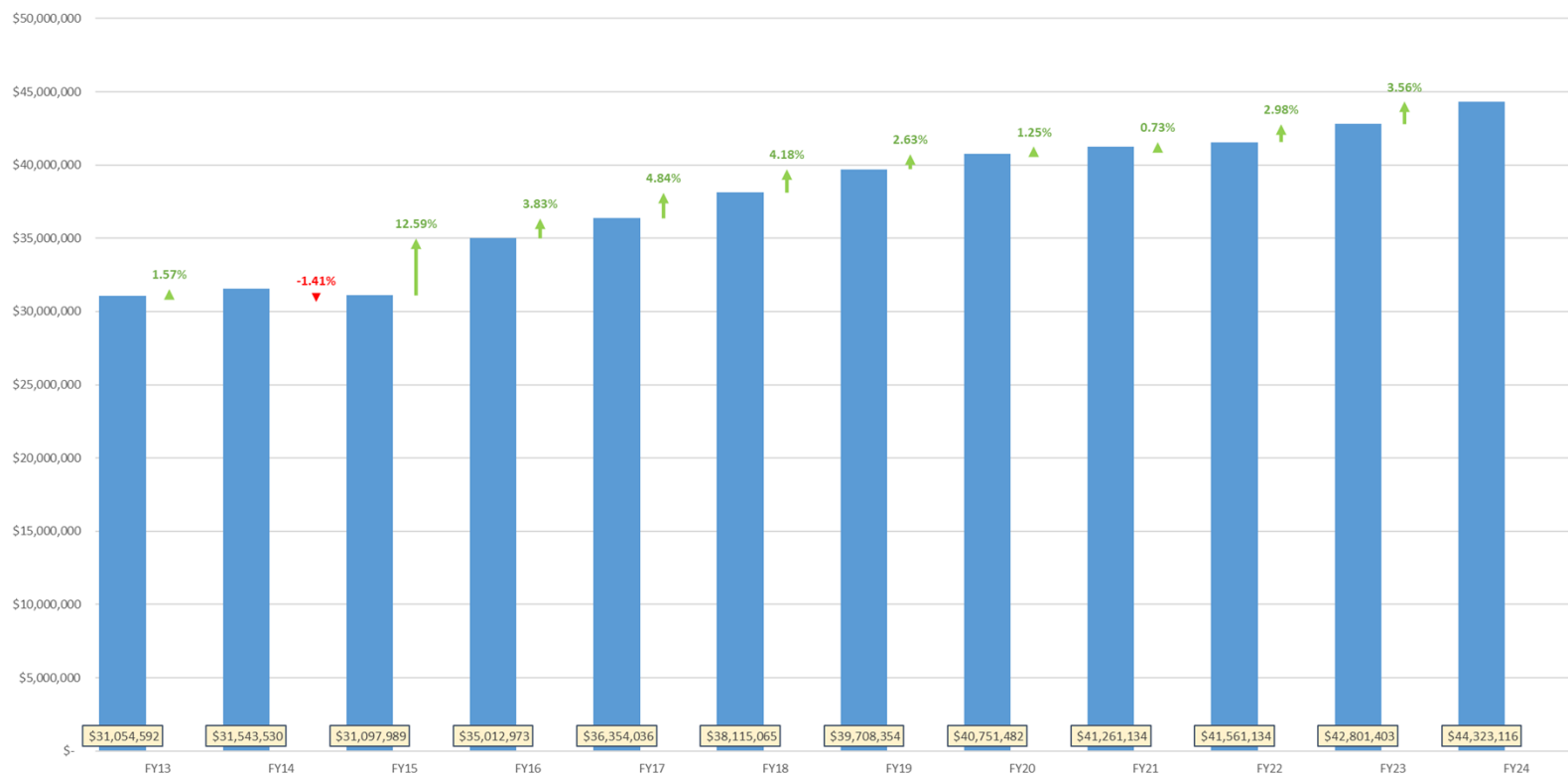
- Legal requirements
- Strategic Plan
- Class Sizes
- Instructional Support
- Operations



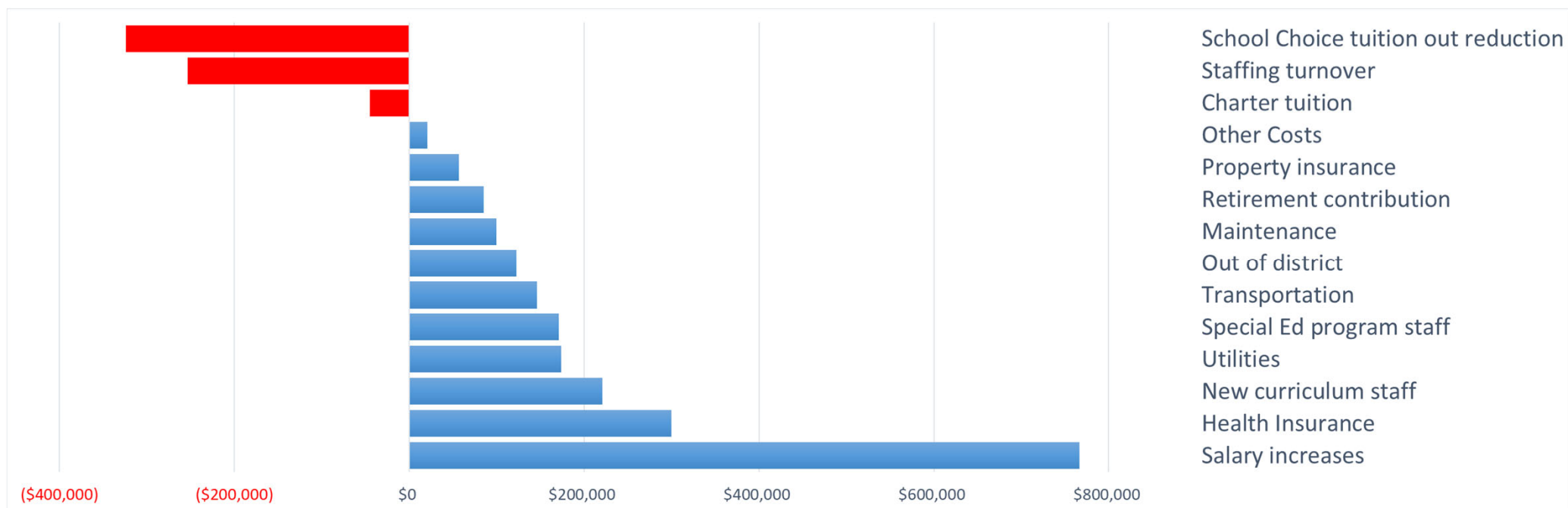
## Revenue

- School Choice
  - Circuit Breaker (Special Education)
  - Grants
- 
- State Aid – Chapter 70, Charter Tuition, and transportation aid.
  - Medicaid
  - Local Receipts
  - Excess and Deficiency
- 
- Town Assessments

The proposed FY24 budget is \$44,323,116, that's an increase of \$1.5m, 3.56%, from the FY23 budget. This is higher than recent years though still well below inflation.

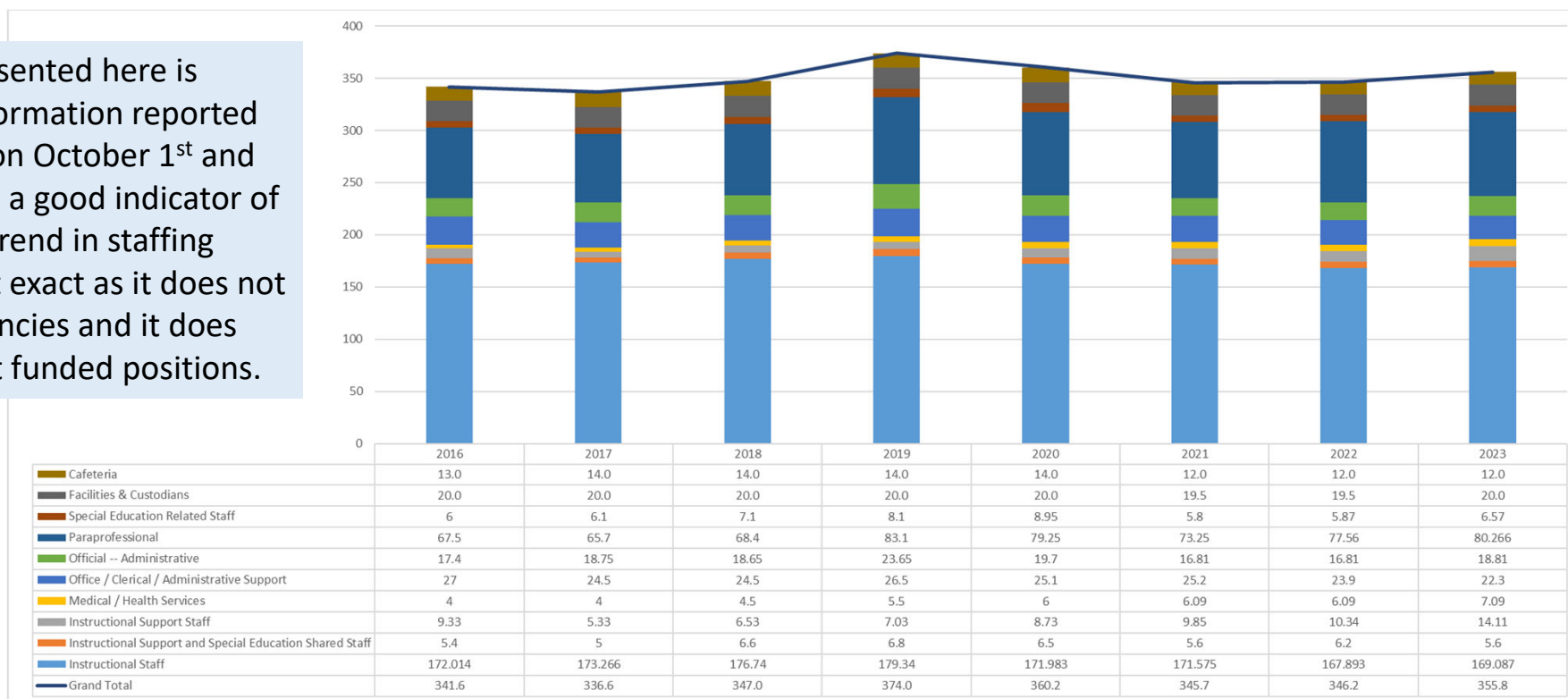


There is a total budget increase of \$1,521,713. The key factors that have impacted this budget are shown below.



# Staffing levels increased from FY22 to FY23, including ESSER funded staff, and additional instructional assistants in special education programs.

The data presented here is based on information reported to the state on October 1<sup>st</sup> and although it is a good indicator of the general trend in staffing levels, it isn't exact as it does not capture vacancies and it does not include grant funded positions.



The District is maintaining class sizes with the projected enrollment for FY24

District Goal: Maintain programs across grade levels and educationally supportive class size guidelines of 19+/-2 students per class at the middle and high school and 18 +/-1 at the elementary level.



# Budget Needs

New needs have been identified by the Principals and Directors.

School	Description	Status	First Year Requested	Budget	Average impact on benefit costs
HES	Add PreK Session (0.5 FTE Teacher & 0.5 FTE IA)	Funded (ESSER)	FY24	\$ 51,460	\$ 30,276
District	Create two District Wide Curriculum Positions	Requested	FY22	\$ 220,915	\$ 30,276
MRHS	Add a new Theater House Manager position.	Requested	FY24	\$ 18,000	\$ 15,138
MRMS	Upgrade computers in the existing Robotics Lab.	Requested	FY24	\$ 7,000	
MRMS	Upgrade existing Wireless Access points	Requested	FY24	\$ 45,000	
CES	Increase existing Special Education teaching position from 0.5FTE to 1.0FTE.	Requested	FY24	\$ 37,555	\$ -
MRHS	Add Computer Science pathway to Project Lead the Way curriculum.	Requested	FY24	\$ 6,500	
MRHS	Replace existing common area furniture	Unfunded	FY24	\$ 65,000	
HES	Replace an existing math instructional assistant with a math teacher interventionist	Unfunded	FY24	\$ 33,847	\$ -
HES	Add a new 1FTE special education teacher position.	Unfunded	FY24	\$ 74,387	\$ 15,138
CES	Add a new math and ELA interventionist teaching position.	Unfunded	FY24	\$ 74,387	
CES	Increase existing administrative assistant positions by 0.6FTE.	Unfunded	FY24	\$ 19,824	\$ 15,138
CES	Kiln for art program	Unfunded	FY24	\$ 5,000	
CES	Purchase new flexible seating for classrooms.	Unfunded	FY24	\$ 15,000	
MRHS	Increase in budget for supplies in the Culinary Arts program	Unfunded	FY24	\$ 2,000	

## Capital and Extraordinary Maintenance Items

Project	Budget
Install additional external lighting at MRMS to improve the safety of students	<b>\$60,000</b>
District (MRMS and CES) Facilities pick up truck	<b>\$80,000</b>
Replace MRMS IT network switch	<b>\$10,000</b>
Stabilization	<b>\$50,000</b>
<del>MSBA application for CES and MRMS Roof replacement</del>	<del>\$200,000</del>
Replacement of carpet at MRMS	<b>\$40,000</b>
Update all PA systems	<b>\$180,000</b>

*These items were identified as part of the district's capital planning process, as recently presented to the school committee (with some budget amount increases based on new estimates). These items (except the MSBA project) are included in the current budget.*

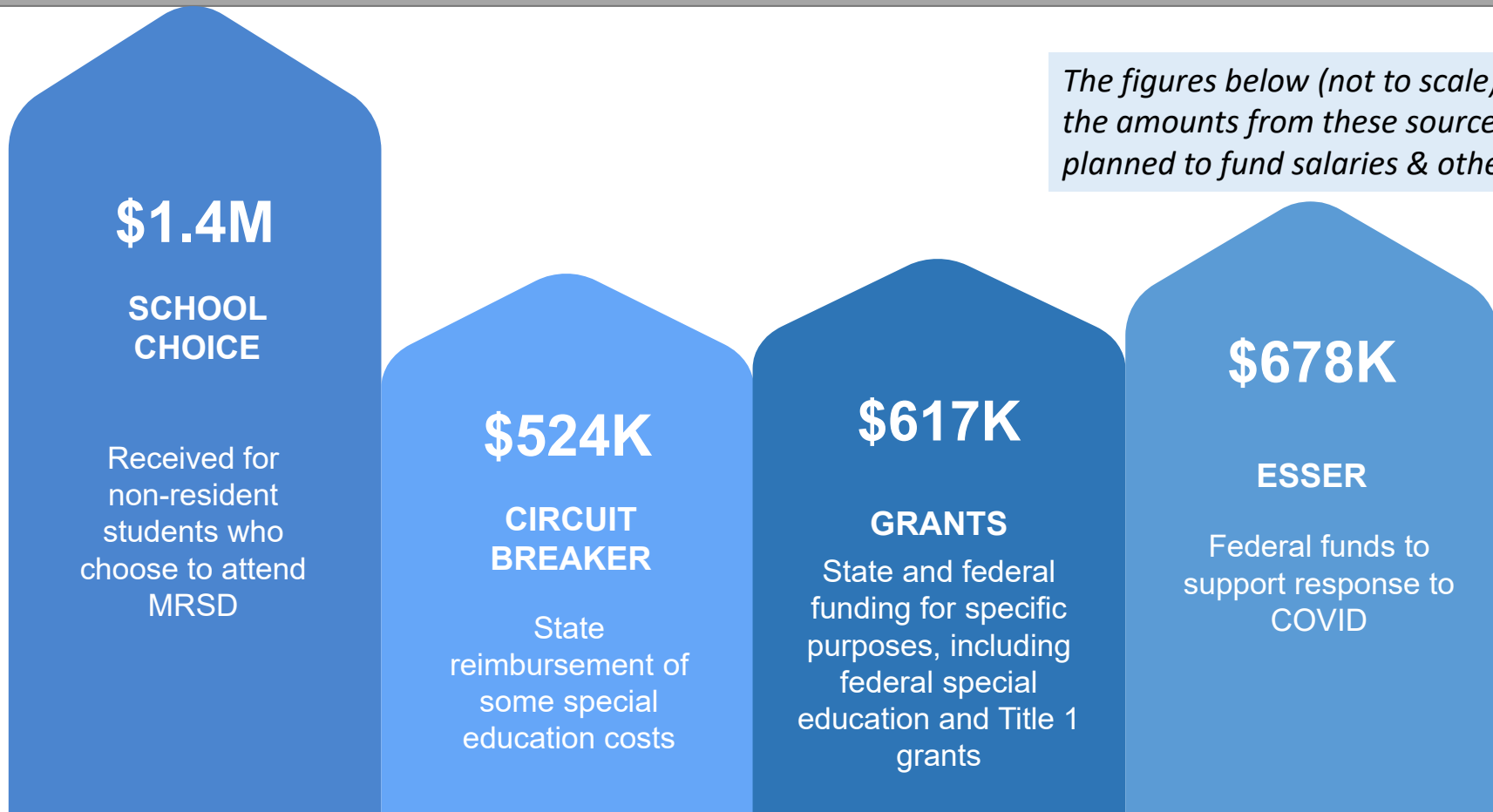
*There is currently \$187,000 in the stabilization fund.*

*The MSBA is not funding roof projects in FY24 and so these projects have been postponed.*



**Other Revenue Sources:** These are already reflected in the budget and fund positions in the district. The FY24 budget uses more circuit breaker and ESSER funds than in FY23

*The figures below (not to scale) show the amounts from these sources that are planned to fund salaries & other costs.*



General Fund Revenue: These revenue sources help to reduce assessments after the budget is set (not to scale).

**\$4.3M**

**CHAPTER 70**

The main state aid for public school education

**\$800K**

**EXCESS AND DEFICIENCY**

District funds available at the end of FY21

**\$850K**

**TRANSPORATION AID**

State aid to offset cost of regional school transportation

**\$120K**

**CHARTER SCHOOL AID**

State aid to offset tuition to Charter Schools

**\$60K**

**MEDICAID**

State funds to offset costs certain health care services.

**\$214K**

**OTHER DISTRICT REVENUE**

Interest and miscellaneous district revenue.

## Budget and assessment process

01



Calculate total budget.

\$44,323,116

\$6,312,223

Calculate general fund revenue and state aid.

02



03



Calculate each Town's share of what's remaining after revenue.

38,010,893

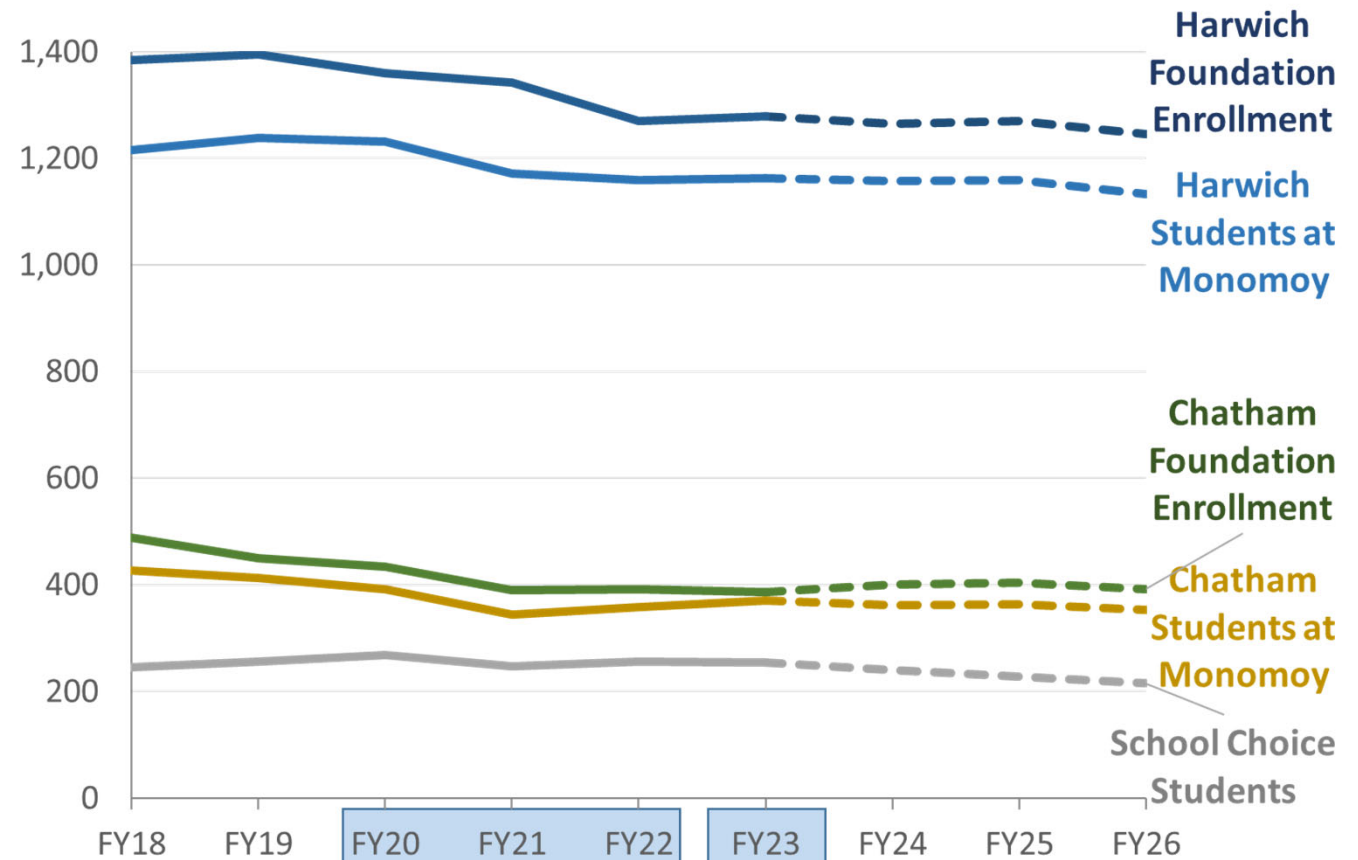
# Enrollment trends and forecasts

Enrollment is expected to remain relatively stable for 2 years before there's another decline.

These changes impact the budget needs of the district and the assessment calculations.

**Foundation enrollment** = students within Harwich and Chatham for whom the district is financially responsible.

**Monomoy enrollment** = students attending Monomoy schools.



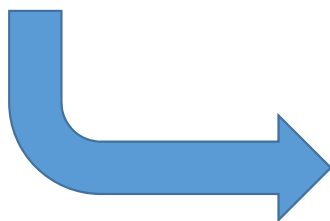
Figures used in assessments calculations:

District Calculations

State Calculations

These tables show the impact of foundation enrollment changes on the assessment calculations.

Enrollment Year	Harwich (n)	Harwich (%)	Chatham (n)	Chatham (%)	Swing (C to H)
2016	1,370.00	72.83%	511.00	27.17%	
2017	1,373.17	73.55%	493.83	26.45%	0.72%
2018	1,384.87	73.94%	488.13	26.06%	0.39%
2019	1,395.47	75.59%	450.53	24.41%	1.65%
2020	1,360.62	75.84%	433.38	24.16%	0.25%
2021	1,341.48	77.45%	390.52	22.55%	1.61%
2022	1,269.65	76.39%	392.35	23.61%	-1.06%
2023	1,278.88	76.76%	387.12	23.24%	0.37%



*Three-year average*

Budget	Harwich	Chatham	Swing (C to H)
2020	73.45%	26.55%	
2021	74.35%	25.65%	0.90%
2022	75.11%	24.89%	0.76%
2023	76.27%	23.73%	1.16%
2024	76.56%	23.44%	0.29%
2025	76.87%	23.13%	0.31%

## Calculate Draft Assessments

*These are preliminary estimates of the town assessments based on information that is currently available. These figures will change in the coming months as more information becomes available – particularly the state’s chapter 70 figures.*

Assessment	Harwich	Change from FY23	Chatham	Change from FY23
Local Minimum Contribution	\$14,419,345	\$793,040	\$4,424,733	\$133,581
Operating assessment beyond minimum contribution	\$11,759,137	\$118,222	\$4,568,193	\$21,251
Transportation	\$623,694	\$100,080	\$191,166	\$30,675
Capital	\$153,120	\$76,087	\$46,880	(\$22,087)
Debt	\$1,396,933	(\$36,657)	\$427,692	(\$18,343)
Total Assessment	\$28,352,229	\$1,050,772 3.8%	\$9,658,664	\$145,077 1.5%

## Comparing the new approved assessment method with the original

Assessment	Harwich	Chatham
New Assessment Method	\$28,352,229	\$9,658,664
<i>Original Method</i>	\$29,093,295	\$8,917,598
<i>Difference between methods</i>	(\$741,067)	\$741,067

## Budget and assessment updates still to come

State  
Funding

Health  
Insurance

Final  
Staffing  
Figures

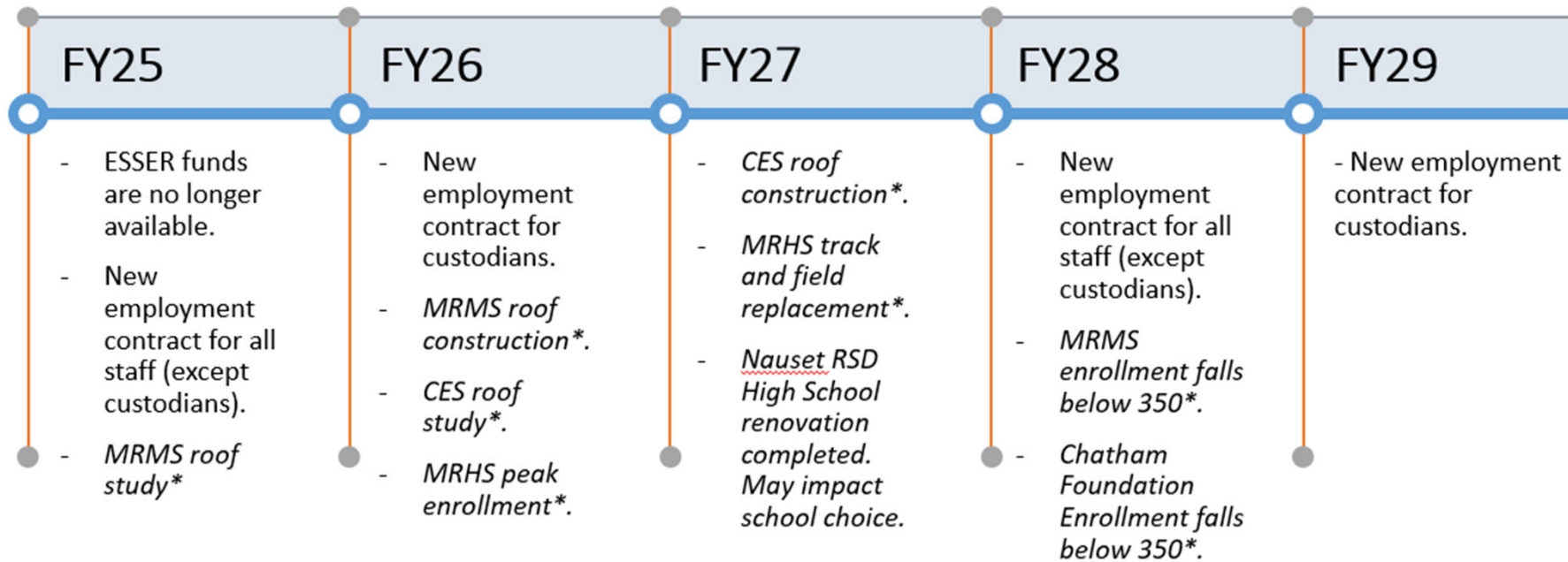
Budget  
Needs

Busing  
costs

**School Committee Vote  
March 9th**



# Looking beyond FY24



\* - Possible

# Monomoy Regional School District Draft FY24 Budget

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SELECT BOARD PRESENTATION

February 2023

**Proposed Changes to the Monomoy Regional Agreement  
to Update and Remove Obsolete Language  
to be Voted at 2023 Annual Town Meetings**

**AGREEMENT BETWEEN THE TOWNS OF CHATHAM AND HARWICH  
WITH RESPECT TO THE MONOMOY REGIONAL SCHOOL DISTRICT**

Whereas the Towns of Chatham and Harwich, towns in the Commonwealth of Massachusetts, hereinafter referred to as “member towns”, have created a regional school district consistent with the terms of Chapter 71 of the Massachusetts General Laws, as amended, the member towns, in consideration of the mutual promises contained herein, agree as follows:

**Section I. MEMBERSHIP OF THE MONOMOY REGIONAL SCHOOL COMMITTEE**

- A. Name and Composition. The District shall be named Monomoy Regional School District. The Monomoy Regional School Committee, hereinafter sometimes referred to as the “Committee”, shall consist of eight (8) members, four (4) of whom reside in the Town of Chatham and four (4) of whom reside in the Town of Harwich.
- B. Weighted Voting. Because of the disparity in the population of the two towns, each of the four (4) Committee members from Harwich will have one full vote on all matters and each of the four (4) Committee members from Chatham will have 50% of a vote on all matters, for a total of six (6) votes. For a motion which requires a majority vote to pass, a majority (i.e., greater than 50%) of the six (6) votes (which must be no fewer than 3.5 votes) must be cast in the affirmative and at least one Committee member from each of the two towns must vote in the affirmative. For the passage of a motion requiring a two-thirds vote (such as the passage of the annual budget), at least two thirds (i.e., no fewer than 4 votes) of the six (6) total votes must be cast in the affirmative. Should a shift in the respective populations of the member towns, based on the most recent decennial federal census figures, cause an impermissible disparity based on one-person, one-vote principles, the Committee will act to address the disparity via the amendment process.
- C. Election of Members. Each member must reside in the town which she or he represents. Each member must be elected consistent with the process for the election of town officials in said town and will be elected to open seats during the annual election or special election in said town. The term of each elected member will begin on the first business day after his or her election and after being sworn in by the respective Town Clerk. A member who has not otherwise vacated his or her seat will continue to serve until his or her successor is elected and sworn.

At every annual election, there shall be elected one or two members of the Committee from the Town of Chatham and one or two members of the Committee from the Town of Harwich as is necessary to maintain the membership of the Committee in accordance with subsection A (Name and Composition) above.

- D. Length of Terms. The term of office of each elected member shall be three years, and a member will serve until his/her successor is elected and sworn in by the respective Town Clerk.
- E. Vacancies. Any vacancy occurring on the Monomoy Regional School Committee for any cause shall be filled by the local Select Board and the remaining Monomoy Regional School Committee members from the town where the vacancy occurs. The members of the Select Board shall meet in joint session with the remaining members of the Monomoy Regional School Committee from the town where the vacancy occurs. A majority vote of the members of this joint session shall be required to fill the vacant position. Such replacement shall serve until the next annual town election. At that next annual election, a person will be elected to serve the balance of the unexpired term, if any, which had become vacant.
- F. Organization. At the first scheduled meeting of the Monomoy Regional School Committee after the annual election of all member towns, the Monomoy Regional School Committee shall organize in accordance with Massachusetts General Laws, Chapter 71, Section 16A, known as “Regional School Committee, Organization”. In addition, the Monomoy Regional School Committee shall fix the times and place for its regular meetings for the new term, provide for the calling of special meetings upon written or electronic notice to all its members, and appoint appropriate subcommittees and other officers.

## **Section II. POWERS OF THE COMMITTEE**

The Committee shall possess all of the powers conferred by law upon regional school district committees via G.L. Chapter 71, section 16 and otherwise, including but not limited to the power to acquire property and/or to enter into leases for land and/or buildings.

## **Section III. QUORUMS, VOTES AND GOVERNANCE**

- A. A quorum to conduct business shall consist of five (5) members, with no fewer than two members being present from each of the member towns. A number less than the majority may vote to adjourn, but shall not take any other action.
- B. On all issues requiring a vote of the Monomoy Regional School Committee, a simple majority vote (i.e., no fewer than 3.5 of the six (6) votes as spoken to in Section I, subsection B) shall be required to pass all motions, except as specified elsewhere in this Agreement, or as required by statute and/or regulation.
- C. The Monomoy Regional School Committee shall annually elect officers at the first regularly scheduled meeting held after the last of the elections in the member towns. Such officers shall exercise the powers expressed and implied in G.L. Chapter 71, section 16A.
- D. A Chairperson and a Vice-Chairperson shall be elected from among the Monomoy Regional School Committee’s membership. The Committee will have as standard practice that the position of Chairperson will rotate annually between the member towns. By a two-thirds

(2/3) vote, and with at least one Committee member from each of the member towns voting in the affirmative, the Monomoy Regional School Committee may in any given year deviate from this standard practice. The Vice-Chairperson in any given year shall be drawn from the members who reside in the member town different from that of the Chairperson.

- E. The Monomoy Regional School Committee shall elect a Secretary who may or may not be a member of the Monomoy Regional School Committee's membership.
- F. The Monomoy Regional School Committee shall appoint a Treasurer who shall not be a member of the Monomoy Regional School Committee.
- G. Any action voted by the Monomoy Regional School Committee which directly and specifically affects the elementary school(s) in only one town will require that three of the four members of the Monomoy Regional School Committee from the town in which the affected elementary school(s) is/are located vote in support of that action.

#### **Section IV. TYPE OF SCHOOL DISTRICT**

- A. The Monomoy Regional School District shall provide educational programs for public school students who reside in the member towns and who are attending grades pre-kindergarten through and including grade 12. The Monomoy Regional School Committee, as established consistent with Section I (Membership of the Monomoy Regional School Committee) above, is authorized in its discretion to establish and maintain other educational programs, including, but not limited to, vocational-technical educational programs consistent with G.L Chapter 74, and is authorized in its discretion to join or form educational collaboratives consistent with G.L. Chapter 40, s. 4E.
- B. The Monomoy Regional School District may, at the Committee's discretion, include pre-kindergarten, and shall include all grades from K-12.
- C. The elementary schools shall serve students in grades K-4, and, at the Committee's discretion, pre-kindergarten.
- D. The middle school(s)/high school(s) shall serve students in grades 5-12.
- E. Where the term "preschool" is mentioned in this Agreement, it is done in order to permit the Monomoy Regional School Committee, at some future date, the discretion to provide "universal" preschool classes.
- F. The Committee may in its discretion alter the elementary/secondary grade configuration spoken to above.

#### **Section V. LOCATION AND OWNERSHIP OF SCHOOLS**

- A. All Monomoy Regional School District schools shall be located within the geographical limits of the District. The Monomoy Regional School District school buildings shall be located on sites owned by, or leased to, the District.
- B. There shall be no less than one elementary school in each member town. Students in the elementary grades shall attend schools in their towns of residence, except in special cases as defined by the Monomoy Regional School Committee.
- C. Each member town shall retain ownership of its elementary school buildings and grounds and shall lease the same to the District for the sum of one dollar per year. Each lease shall be for a term of up to twenty (20) years, with said term to be established by the Monomoy Regional School Committee. The leases shall contain provisions for an extension of up to 20 years at the option of the Monomoy Regional School Committee. The leases shall contain provisions authorizing the District to repair, improve, alter, remodel and maintain the buildings or any part thereof, at the District's expense. Said leases shall not prevent the use of the buildings or premises by the respective owner towns, upon approval of the Monomoy Regional School Committee; such approval shall not be unreasonably withheld. Each lease involving a member town may include such other terms as may be agreed upon by the Select Board of that member town and by the Monomoy Regional School Committee, who shall execute the lease for the member towns and the District, respectively.
- D. The Town of Chatham shall lease to the Monomoy Regional School Committee the land and buildings (at the option of the Committee) known as Chatham Elementary School, as well as the land and/or the buildings (at the option of the Committee) comprising the Monomoy Regional Middle School. The terms expressed in paragraph V, C shall apply equally to this paragraph.
- E. The Town of Harwich, shall lease to the Monomoy Regional School Committee the land and/or buildings (at the option of the Committee) known as Harwich Elementary School. The terms expressed in paragraph V, C shall apply equally to this paragraph.
- F. At whatever point in time that land and/or buildings that are leased by a member town to the Monomoy Regional School Committee ceases to be needed by the District, the Monomoy Regional School Committee shall vote to declare said land and/or buildings as surplus, and the custody and control of said land and/or buildings shall revert to the owner town.
- G. Payments from future leases of Regional property shall be paid to the Monomoy Regional School District.

## **Section VI. TRANSPORTATION**

The Monomoy Regional School Committee shall set District transportation policy. School transportation shall be provided by the Monomoy Regional School District, and the cost thereof shall be apportioned among the member towns as defined in Section IX.

## **Section VII. BUDGET**

- A. The Committee shall prepare an annual operating and maintenance budget using accounts itemized in conformance with the chart of accounts utilized and required by the Massachusetts Department of Elementary and Secondary Education or its successor.
- B. The Monomoy Regional School District's budgetary process, and the timing of and method of appropriation of funds in regard thereto, shall be governed by the provisions of G. L. c. 71 §16(m) and c. 71 §16B and other applicable provisions of G. L. c. 71 and any special laws or regulations relating thereto.
- C. The Monomoy Regional School Committee shall prepare a budget on a fiscal year basis for the District in the following manner:
  1. The Monomoy Regional School District budget process shall be initiated annually on or about October 1 and shall provide opportunity for the Select Board and Finance Committee of each member town to have input into its preparation. On or about January 15<sup>th</sup>, the Monomoy Regional School Committee shall complete its proposed budget for the ensuing year. The Monomoy Regional School Committee shall have a Budget/Finance Subcommittee charged with, among other things, to develop a proposed budget. The Budget/Finance Subcommittee shall have four (4) members, two of which shall be from each member town. The Budget/Finance Subcommittee shall vote to approve a proposed budget by a majority vote with at least one member from each member town voting in the affirmative. Said proposed budget is subject to the approval by majority vote of the Monomoy Regional School Committee. Said proposed budget shall be posted in the Town Hall of each member town, shall be provided to each member town's public library, and shall be submitted to the Select Board and Finance Committee members of each member town.
  2. Said proposed budget shall contain a notice stating when and where a public hearing will be held. The public hearing shall be held in any District school building. The notice of the public hearing shall be posted in all member towns and published consistent with G.L. chapter 71, section 38N in a newspaper having general circulation in the region. Upon request of the Finance Committee and/or the Select Board of any member town, the Monomoy Regional School Committee shall arrange to meet with such Finance Committee and/or Select Board for the purpose of discussing the proposed budget. Said proposed budget shall be in reasonable detail, itemized at least as follows: central administration, expenses of instruction, transportation, operation of school plant, maintenance of school plant, capital outlay, and debt and interest charges. All non-recurring expenditures shall be itemized. Enrollment, staffing, total expenditures and assessments for the past five (5) years shall be included. The Finance Committee or the Select Board of a member town may request further information.
  3. Consistent with G.L. chapter 71, section 16B the Monomoy Regional School Committee shall adopt by a two-thirds (2/3) vote of all its members a budget with such changes as may have resulted from conferences and/or the public hearing. Within thirty (30) days from the date on which the budget is adopted, the Treasurer of the District shall certify



to the Treasurer of each member town that town's assessed share of such budget.

4. The budget and assessments shall be so constructed as to show debt service, transportation, operating, and capital costs. It shall also list all sources of revenue used to reduce operating costs as described in Section IX.
5. The process and the requirements for the approval or disapproval of the budget by the member towns will be consistent with the terms and conditions of chapter 71, section 16B, as well as 603 CMR section 41, et seq., as those terms and conditions may be amended.
6. The budget will be prepared net of School Choice revenue. School Choice revenue will be allocated to reduce each school's portion of the budget. The amount of school choice revenue to be allocated to each school's portion of the budget will be calculated as follows:
  - a. Using enrollment data reported to DESE on October 1st, the school's percentage share of the total number of students attending the district will be calculated for each of the previous three years.
  - b. The average of these three percentages will be calculated.
  - c. The estimate of the total school choice revenue for the budget year will be multiplied by each school's three year average to determine the amount of school choice revenue to be allocated to that school.

### **Section VIII. BUDGETARY DEFINITIONS**

The budget for the operation of the District's Schools, including payments of principal and interest on bonds and other evidence of indebtedness issued by the District, shall be apportioned to the member towns via the method set out in Section IX and subject to the following definitions:

#### **A. Budget**

As defined by this document, the budget is the amount of money voted by the Monomoy Regional School Committee to finance the District schools and which will be assessed to the member towns.

#### **B. The budget shall be comprised of various costs, each as herein defined as follows:**

1. "Operating Costs" include all costs not included in capital costs, transportation costs, or debt service, as defined below, but operating costs include interest and principal on revenue anticipation notes. Operating costs include the net costs of evening, graduate and extension courses or any other types of courses, including vocational education programs,



which are offered by the District to persons other than pupils attending a regular District school program in any of the grades K-12, inclusive.

2. "Capital costs" will include all capital outlay appearing in the 7000 DESE function codes and as defined below in Section IX.B.
3. "Transportation costs" include all costs associated with transporting the District's students to and from school.
4. "Debt service" includes all costs that are used for payment of principal and interest on bonds or other obligations issued by the District except revenue anticipation note.

### **Section IX. METHOD OF ASSESSING COSTS OF THE DISTRICT**

A. Operating Costs. The District shall apportion operating costs via the following process:

1. Each member town will be assigned the minimum required local contribution to the District as determined by DESE.
2. Each member town's share of that portion of the District's operating costs that exceeds the total required local contribution for all member towns is allocated via the following series of calculations:
  - a. The District budget will be separated into three parts based on the following cost centers: the Chatham Elementary School cost center, the Harwich Elementary School cost center, and a combination of the Middle School, the High School, and the District cost centers. This final part of the budget will be known collectively as the "Regional" Cost Center. Each part of the budget will be considered net of general fund revenue and state aid apportioned by the district per Section IX, A. 3. Apportionment of Funds/Revenue.
  - b. The District's Foundation Enrollment as published by DESE will be segmented by member town and grade group (PreK-4 and 5-12).
  - c. An above minimum required local contribution for each cost center will be calculated by subtracting the cost center's portion of the minimum required local contribution from the cost center's part of the budget as presented in (a.) above. Each cost center's portion of the minimum local required contribution will be calculated as follows:
    - i. Each elementary school cost center's portion of the minimum required local contribution will be determined by the member town's minimum required local contribution multiplied by the percentage of that member town's

foundation enrollment that is in grades PreK to four.

- ii. The Regional cost center's portion of the member town's minimum required local contribution will be determined as follows:
  - Each member town's minimum required local contribution will be multiplied by the percentage of that town's total foundation enrollment that is in grades five through twelve (including special education beyond grade twelve).
  - The sum of these figures for each member town will be the regional cost center's portion of the minimum local contribution.
- d. The above minimum required local contribution for each cost center will be apportioned as follows:
  - i. Each member town will be apportioned 100% of its local elementary school cost center's part of the District budget above minimum required local contribution.
  - ii. Each member town will be apportioned a share of the Regional costs center's part of the budget above minimum local contribution as follows:
    - Using foundation enrollment data, the percentage of the total number of students in grades five through twelve (including special education beyond grade twelve) that reside in that member town will be calculated for each of the previous three years.
    - The average of these three percentages will be calculated. The three year average for each member town will be multiplied by the Regional costs center's part of the budget above minimum local contribution to determine that member town's share.
- e. Each member town's minimum required local contribution shall be added to its total above minimum required local contribution to determine its Annual Operating Assessment.

### 3. Apportionment of Funds/Revenue

- a. General fund revenues and state aid (excluding Regional Transportation Aid) will be applied to each cost center's part of the budget as follows:
  - i. The portion of the revenue to be applied to each elementary school cost center's share of the budget will be calculated as follows:

- Using foundation enrollment data, the percentage of the total foundation enrollment for both member towns that is in grades PreK to four in each member town will be calculated for each of the previous three years.
- The average percentage for these three years will be calculated for each member town.
- That average percentage for each member town will be multiplied by the total general fund revenue and state aid to determine the amount to be applied to that member town's elementary school cost center's share of the budget.

ii. The portion of the revenue to be applied to the regional costs center's share of the budget will be calculated as follows:

- Using foundation enrollment data, the percentage of the total foundation enrollment for both member towns that is in grades five through twelve (including special education beyond grade twelve) will be calculated for each of the previous three years.
- The average percentage for these three years will be calculated.
- That average percentage will be multiplied by the total general fund revenue and state aid to determine the amount to be applied to the regional costs center's share of the budget

b. All grant and all other District funds shall be apportioned to cost centers by the Committee at the Committee's discretion.

B. Capital Costs. Capital costs shall include all expenses in the nature of capital outlay including, but not limited to, the cost of acquiring land, the cost of constructing, reconstructing, or adding to a school building or buildings, the cost of remodeling or making extraordinary repairs to a school building or buildings, the cost of constructing sewerage systems and sewerage treatment and disposal facilities or the cost of the purchase or use of such systems with a municipality, and any other item of capital outlay for which a regional school district may be authorized to borrow, or which could be categorized as a capital expense in conformance with applicable law and regulation, including, without limitation, the cost of original equipment and furnishings for such school buildings or additions, plans, architects' and consultants' fees, grading and other costs incidental to placing school buildings and additions, sewerage systems and sewerage treatment and disposal facilities, and any premises related to the foregoing in operating condition. Capital costs shall also include payment of principal of and interest on bonds, notes and other obligations issued by the District to finance capital costs.

1. Capital costs attributable to the middle and high schools will be assessed to the member towns on the basis of the three-year rolling average of each member town's total foundation enrollment as follows:
  - Using foundation enrollment data, each member town's percentage share of the total foundation enrollment for the district will be calculated for the previous three years.
  - The average percentage for these three years will be calculated.
  - That average percentage for each member town will be multiplied by the total capital costs attributable to the middle and high schools to determine the amount to be assessed to each member town.
2. Capital costs attributable to the District's elementary schools will be assessed to the member town that owns that building.

C. Transportation Costs. Transportation costs will be assessed to the member towns based upon the number of students residing in each member town who attend the District's schools based on the average of the most recent three years' enrollment figures as reported, **currently on October 1**, to DESE.

D. Debt Service. Notwithstanding the terms of subsection B above, debt service costs will be assessed to the member towns as follows:

1. Debt service costs attributable to the high school and the middle school will be assessed to the member towns using the three year rolling average of each member town's foundation enrollment as described in Section IX, B, 1, above.
2. All other debt service costs attributable to the elementary school buildings will be assessed to the member town that owns the building

E. The payment of the assessed share of costs by each member town, as computed by the Committee according to the methods specified in Section IX, shall be made by each member town's Treasurer by check or electronic transfer payable to the District in equal installments by the first business day of the month as set forth below:

Chatham: August, October, December, February, April, May, June

Harwich: July, September, November, January, March, May, June.

**Section X. STABILIZATION FUND.**

The Monomoy Regional School Committee may, consistent with the terms and conditions of G.L. chapter 71, section 16G<sup>1</sup>/<sub>2</sub>, establish and maintain a stabilization fund.

## **Section XI. ADMISSION OF ADDITIONAL TOWNS**

By an amendment to this agreement adopted by each member town in accordance with Section XVII (Amendments) and in compliance with the provisions therein contained, any other town or towns may be admitted to the Monomoy Regional School District upon adoption of such amendment, and also upon compliance with any statutory or regulatory requirement as may be applicable.

## **Section XII. WITHDRAWAL OF MEMBER TOWNS**

In the event that a member town decides to seek to withdraw from the District, the following procedures and requirements will apply:

- A. Vote Expressing Desire to Withdraw. Any member town seeking to withdraw from the District shall, by vote at an annual or special town meeting, request the Committee to formulate an amendment to this Agreement setting forth the terms under which the town may withdraw from the District. No withdrawal will take effect on other than July 1 of a given year, and the vote spoken of in the preceding sentence, as well as the notification to the District consistent with paragraph B below, as well as the submittal of a long range education plan consistent with paragraph C below, must all occur no less than two (2) years prior to the desired date of withdrawal.
- B. Notice. The clerk of the town seeking to withdraw shall, within seven (7) days of the vote, notify the Committee chairperson as well as the District's superintendent in writing that the town has voted to request the Committee to formulate an amendment to the Agreement setting forth the terms for withdrawal. The clerk will provide a certified copy of the vote with the notification.
- C. Long Range Education Plan. No less than two (2) full years prior to the desired date of withdrawal, the town seeking to withdraw, in addition to the other requirements spoken to in paragraph A above, will submit to the Commissioner of Elementary and Secondary Education (hereinafter "the Commissioner") and to the District a "Long Range Education Plan" consistent with 603 CMR 41.02(2). The Long Range Education Plan will address, in addition to any other factor required by the Commissioner, the following: the expected educational benefits of reorganization; the current and projected enrollments; an inventory of all educational facilities under the jurisdiction of the District; the proposed administrative structure; the fiscal ramifications of withdrawal upon the withdrawing town as well as the other member towns in the District; the geographical and physical characteristics of the area; and the effect that withdrawal will have on student transportation.
- D. Requirements. In addition to other terms and requirements which the Committee may include in the amendment, the town seeking to withdraw will be responsible for the following: (1) payment of all operating costs for which it is liable as a member of the District; (2) continuing payments beyond the time of withdrawal to the District for the town's share of the indebtedness of the District which is outstanding at the time of such withdrawal, and for interest thereon, to the same extent and in the same manner as though the town had not

withdrawn from the District; and (3) for the costs, including legal fees, that accrue to the District as a result of the withdrawal process.

- E. Approval of Withdrawal. A request to withdraw shall become effective only if the amendment to the Agreement is approved by vote of the Committee, is approved by the Commissioner, and is approved by majority vote at an annual or special town meeting in the town seeking to withdraw and in each of the other member towns, and the withdrawal can become effective no less than one full year after the completion of these requirements.

### **Section XIII. ANNUAL REPORT**

The Monomoy Regional School Committee shall submit to each member town an annual report containing a detailed financial statement and a statement showing methods by which the annual charges assessed against each town were computed, together with such additional information relating to the operation and maintenance of the schools as may be deemed necessary by the Monomoy Regional School Committee or by the Select Board and/or the Finance Committee of any member town.

### **Section XIV. TEACHERS**

Teachers employed by Monomoy Regional School District will be afforded all rights in accordance with G.L. chapter 71, section 42B.

### **Section XV. INCURRING OF DEBT**

The Monomoy Regional School Committee may vote to incur debt consistent with the terms and conditions of G.L. chapter 71, section 16(n). At the time of taking action to incur debt, and except for the incurring of temporary debt in anticipation of revenue, the Monomoy Regional School Committee may, by a **two-thirds** vote, choose to incur debt using the process that appears in subsection (d) of chapter 71, section 16.

### **Section XVI. REVIEW OF AGREEMENT**

At least every five (5) years, the Committee will undertake a review of the terms of this Agreement. Proposals for amendments to this Agreement will follow the procedure contained in Section XVII (Amendments).

### **Section XVII. AMENDMENTS**

- A. Amendments to this Agreement may be initiated by a three-quarters (3/4) vote (i.e., no fewer than 4.5 votes) of the District Committee or by a petition signed by ten percent (10%) of a member town(s) registered voters. Said signatures need to be certified by the Clerk of the respective town who must also certify the fact that the number of signatures represents at least 10% of the registered voters of the town. Such amendments to the agreement must

receive a majority vote of approval by each member town at an annual town meeting, and all amendments are subject to the approval of the Commissioner.

- B. No such amendment shall be made which shall substantially impair the rights of the holders of any of the District's bonds or notes of the District then outstanding, or the rights of the District to procure the means for payments thereof.

**Section XVIII. EFFECTIVE DATE AND JURISDICTION**

The full jurisdiction of the Monomoy Regional School Committee will commence on July 1, 2012.

**Section XIX. SEVERABILITY OF SECTIONS**

Consistent with G.L. Chapter 71, section 16I, if any provision of this Regional School District Agreement shall be held invalid in any circumstance, such invalidity shall not affect any other provisions or circumstances.

DRAFT

Dated this \_\_\_\_ day of \_\_\_\_\_ 2023.

**Department of Elementary and Secondary Education Commissioner**

\_\_\_\_\_  
Jeffrey C. Riley, Commissioner

**Chatham Select Board**

**Harwich Select Board**

\_\_\_\_\_  
Peter Cocolis, Chair

\_\_\_\_\_  
Michael D. MacAskill, Chair

\_\_\_\_\_  
Cory Metters, Vice-Chair

\_\_\_\_\_  
Mary E. Anderson, Vice-Chair

\_\_\_\_\_  
Michael Schell, Clerk

\_\_\_\_\_  
Donald F. Howell, Clerk

\_\_\_\_\_  
Dean Nicastro, Member

\_\_\_\_\_  
Larry G. Ballantine, Member

\_\_\_\_\_  
Shareen Davis, Member

\_\_\_\_\_  
Julie Kavanagh, Member



**Monomoy Regional School Committee**

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Jackie Zibrat-Long (C), Chair

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Meredith Henderson (H), Vice-Chair

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Tina Games (H), Member

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Betty Gray (C), Member

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Terry Russell (H), Member

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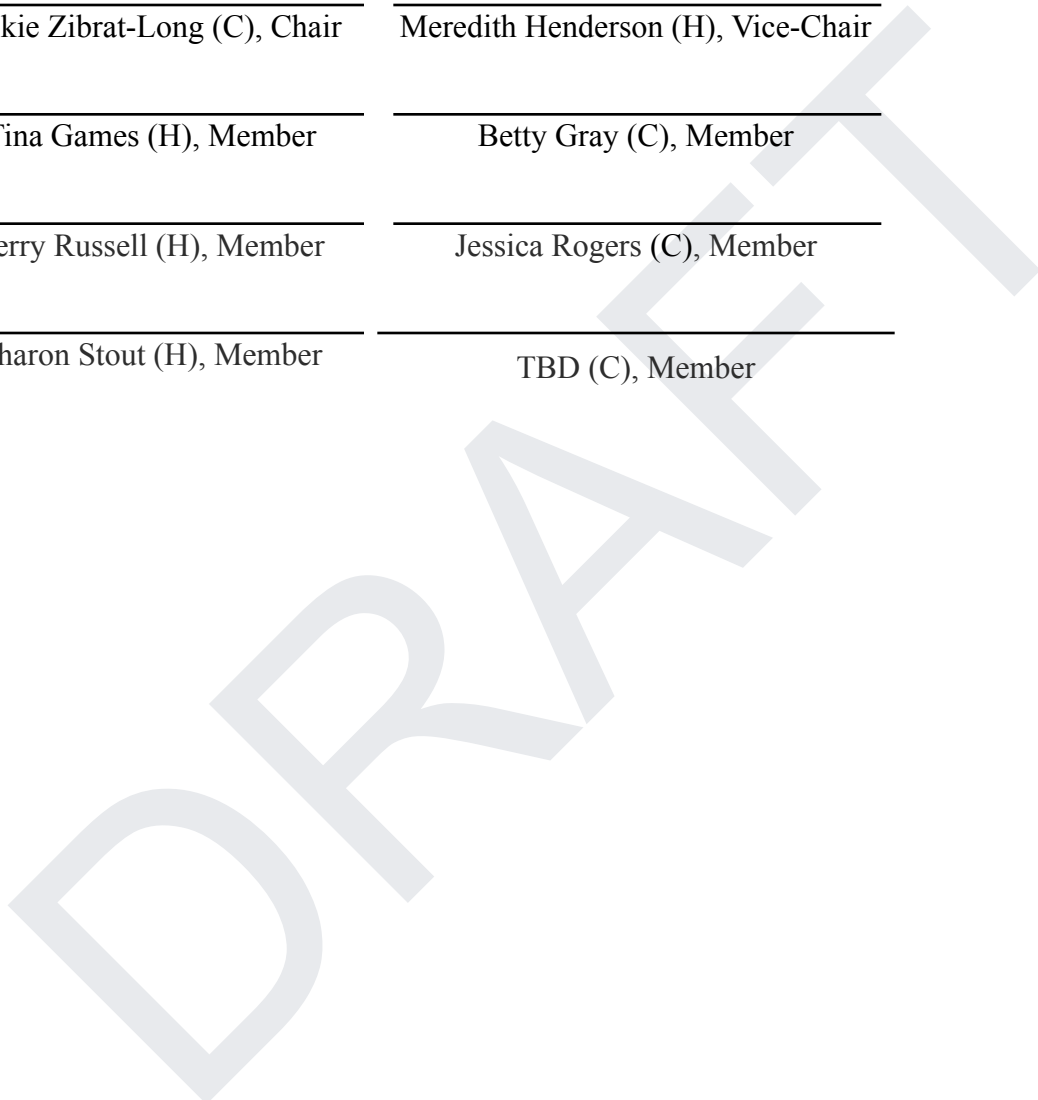
Jessica Rogers (C), Member

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Sharon Stout (H), Member

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TBD (C), Member



Note: A summary of and key to the proposed changes can be found at the end of this document

**Current Monomoy Regional Agreement  
As Voted by Annual Town Meetings 2022  
in Both Chatham and Harwich**

**AGREEMENT BETWEEN THE TOWNS OF CHATHAM AND  
HARWICH WITH RESPECT TO THE FORMATION OF A  
REGIONAL SCHOOL DISTRICT**

Whereas the Towns of Chatham and Harwich, towns in the Commonwealth of Massachusetts, hereinafter referred to as “member towns”, desire to create a regional school district consistent with the terms of Chapter 71 of the Massachusetts General Laws, as amended, the member towns, in consideration of the mutual promises contained herein, agree as follows:

**Section I. MEMBERSHIP OF THE REGIONAL DISTRICT  
SCHOOL COMMITTEE**

- A. Name and Composition. During the transition period spoken of in Section XX herein, the District shall be named by the Interim Regional School Committee, utilizing a majority vote consistent with Section I,B below. The Regional District School Committee, hereinafter sometimes referred to as the “Committee”, shall consist of eight (8) members, four (4) of whom reside in the Town of Chatham and four (4) of whom reside in the Town of Harwich.
- B. Weighted Voting. Because of the disparity in the population of the two towns, each of the four (4) Committee members from Harwich will have one full vote on all matters and each of the four (4) Committee members from Chatham will have 50% of a vote on all

**Proposed Changes to the Monomoy Regional Agreement  
to Update and Remove Obsolete Language  
To be Voted at 2023 Annual Town Meetings**

**AGREEMENT BETWEEN THE TOWNS OF CHATHAM AND  
HARWICH WITH RESPECT TO THE MONOMOY REGIONAL  
SCHOOL DISTRICT**

Whereas the Towns of Chatham and Harwich, towns in the Commonwealth of Massachusetts, hereinafter referred to as “member towns”, have created a regional school district consistent with the terms of Chapter 71 of the Massachusetts General Laws, as amended, the member towns, in consideration of the mutual promises contained herein, agree as follows:

**Section I. MEMBERSHIP OF THE MONOMOY REGIONAL  
DISTRICT-SCHOOL COMMITTEE**

- A. Name and Composition. ~~During the transition period spoken of in Section XX herein, the District shall be named by the Interim Regional School Committee, utilizing a majority vote consistent with Section I,B below.~~ The District shall be named Monomoy Regional School District by the Interim Regional School Committee, utilizing a majority vote consistent with Section I,B below. The Monomoy Regional District School Committee, hereinafter sometimes referred to as the “Committee”, shall consist of eight (8) members, four (4) of whom reside in the Town of Chatham and four (4) of whom reside in the Town of Harwich.
- B. Weighted Voting. Because of the disparity in the population of the two towns, each of the four (4) Committee members from Harwich will have one full vote on all matters and each of the four (4)

matters, for a total of six (6) votes. For a motion which requires a majority vote to pass, a majority (i.e., greater than 50%) of the six (6) votes (which must be no fewer than 3.5 votes) must be cast in the affirmative and at least one Committee member from each of the two towns must vote in the affirmative. For the passage of a motion requiring a two-thirds vote (such as the passage of the annual budget), at least two thirds (i.e., no fewer than 4 votes) of the six (6) total votes must be cast in the affirmative. Should a shift in the respective populations of the member towns, based on the most recent decennial federal census figures, cause an impermissible disparity based on one-person, one-vote principles, the Committee will act to address the disparity via the amendment process.

- C. Election of Members. Each member must reside in the town which she or he represents. Each member must be elected consistent with the process for the election of town officials in said town and will be elected to open seats during the annual election or special election in said town. The term of each elected member will begin on the first business day after his or her election and after being sworn in by the respective Town Clerk. A member who has not otherwise vacated his or her seat will continue to serve until his or her successor is elected and sworn.

At every annual election, ~~except at the initial election of the Regional School District Committee when the procedure specified below in subsection E (Initial Staggering of Terms) will be applied,~~ there shall be elected one or two members of the Committee from the Town of Chatham and one or two members of the Committee from the Town of Harwich as is necessary to maintain the membership of the Committee in accordance with subsection A (Name and Composition) above.

Committee members from Chatham will have 50% of a vote on all matters, for a total of six (6) votes. For a motion which requires a majority vote to pass, a majority (i.e., greater than 50%) of the six (6) votes (which must be no fewer than 3.5 votes) must be cast in the affirmative and at least one Committee member from each of the two towns must vote in the affirmative. For the passage of a motion requiring a two-thirds vote (such as the passage of the annual budget), at least two thirds (i.e., no fewer than 4 votes) of the six (6) total votes must be cast in the affirmative. Should a shift in the respective populations of the member towns, based on the most recent decennial federal census figures, cause an impermissible disparity based on one-person, one-vote principles, the Committee will act to address the disparity via the amendment process.

- C. Election of Members. Each member must reside in the town which she or he represents. Each member must be elected consistent with the process for the election of town officials in said town and will be elected to open seats during the annual election or special election in said town. The term of each elected member will begin on the first business day after his or her election and after being sworn in by the respective Town Clerk. A member who has not otherwise vacated his or her seat will continue to serve until his or her successor is elected and sworn.

At every annual election, ~~except at the initial election of the Regional School District Committee when the procedure specified below in subsection E (Initial Staggering of Terms) will be applied,~~ there shall be elected one or two members of the Committee from the Town of Chatham and one or two members of the Committee from the Town of Harwich as is necessary to maintain the

D. Length of Terms. With the sole exception of the initial election of the Regional School District Committee by the procedure specified below in subsection E (Initial Staggering of Terms), the term of office of each elected member shall be three years, and a member will serve until his/her successor is elected and sworn in by the respective Town Clerk.

E. Initial Staggering of Terms. For the purpose of staggering the terms of the initial Regional School District Committee only, the following procedure will apply:

a. In regard to each of the member towns, the two (2) candidates receiving the highest and second-highest number of votes will be elected to three (3) year terms; the candidate receiving the third highest number of votes will be elected to a two (2) year term; and the candidate receiving the fourth highest number of votes will be elected to a one (1) year term.

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

membership of the Committee in accordance with subsection A (Name and Composition) above.

D. ~~Length of Terms.~~ With the sole exception of the initial election of the Regional School District Committee by the procedure specified below in subsection E (Initial Staggering of Terms), the term of office of each elected member shall be three years, and a member will serve until his/her successor is elected and sworn in by the respective Town Clerk.

E. ~~Initial Staggering of Terms.~~ For the purpose of staggering the terms of the initial Regional School District Committee only, the following procedure will apply:

a. ~~In regard to each of the member towns, the two (2) candidates receiving the highest and second-highest number of votes will be elected to three (3) year terms; the candidate receiving the third highest number of votes will be elected to a two (2) year term; and the candidate receiving the fourth highest number of votes will be elected to a one (1) year term.~~

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

G. Organization. At the first scheduled meeting of the Regional District School Committee after the annual election of all member towns, the Regional District School Committee shall organize in accordance with Massachusetts General Laws, Chapter 71, Section 16A, known as “Regional School Committee, Organization”. In addition, the Regional District School Committee shall fix the times and place for its regular meetings for the new term, provide for the calling of special meetings upon written or electronic notice to all its members, and appoint appropriate sub-committees and other officers.

## **Section II. POWERS OF THE COMMITTEE**

The Committee shall possess all of the powers conferred by law upon regional school district committees via G.L. Chapter 71, section 16 and otherwise, including but not limited to the power to acquire property and/or to enter into leases for land and/or buildings. During the period July 1, 2012 to June 30, 2013, the Committee shall have the power to perform all of the end of the year reporting functions that normally would have been performed by the Chatham School Committee and the Harwich School Committee.

## **Section III. QUORUMS, VOTES AND GOVERNANCE**

- A. A quorum to conduct business shall consist of five (5) members, with no fewer than two members being present from each of the member towns. A number less than the majority may vote to adjourn, but shall not take any other action.
- B. On all issues requiring a vote of the Regional District School Committee, a simple majority vote (i.e., no fewer than 3.5 of the six

F. Organization. At the first scheduled meeting of the Monomoy Regional District School Committee after the annual election of all member towns, the Monomoy Regional District School Committee shall organize in accordance with Massachusetts General Laws, Chapter 71, Section 16A, known as “Regional School Committee, Organization”. In addition, the Monomoy Regional District School Committee shall fix the times and place for its regular meetings for the new term, provide for the calling of special meetings upon written or electronic notice to all its members, and appoint appropriate subcommittees and other officers.

## **Section II. POWERS OF THE COMMITTEE**

The Committee shall possess all of the powers conferred by law upon regional school district committees via G.L. Chapter 71, section 16 and otherwise, including but not limited to the power to acquire property and/or to enter into leases for land and/or buildings. ~~During the period July 1, 2012 to June 30, 2013, the Committee shall have the power to perform all of the end of the year reporting functions that normally would have been performed by the Chatham School Committee and the Harwich School Committee.~~

## **Section III. QUORUMS, VOTES AND GOVERNANCE**

- A. A quorum to conduct business shall consist of five (5) members, with no fewer than two members being present from each of the member towns. A number less than the majority may vote to adjourn, but shall not take any other action.
- B. On all issues requiring a vote of the Monomoy Regional District School Committee, a simple majority vote (i.e., no fewer than 3.5 of

(6) votes as spoken to in Section I, subsection B) shall be required to pass all motions, except as specified elsewhere in this Agreement, or as required by statute and/or regulation.

C. The Regional **District** School Committee shall annually elect officers at the first regularly scheduled meeting held after the last of the elections in the member towns. Such officers shall exercise the powers expressed and implied in G.L. Chapter 71, section 16A.

D. A Chairperson and a Vice-Chairperson shall be elected from among the Regional **District** School Committee's membership. The Committee will have as standard practice that the position of Chairperson will rotate annually between the member towns. For example, in the first year that the District is in existence, the Chairperson will be elected without regard to where he/she resides. In year two, however, the Chairperson shall be elected from members who reside in the other town. This rotation sequence will then be maintained in future years. By a two-thirds (2/3) vote, and with at least one Committee member from each of the member towns voting in the affirmative, the Regional **District** School Committee may in any given year deviate from this standard practice. The Vice-Chairperson in any given year shall be drawn from the members who reside in the member town different from that of the Chairperson.

E. The Regional **District** School Committee shall elect a Secretary who may or may not be a member of the Regional **District** School Committee's membership.

the six (6) votes as spoken to in Section I, subsection B) shall be required to pass all motions, except as specified elsewhere in this Agreement, or as required by statute and/or regulation.

C. The **Monomoy** Regional ~~District~~ School Committee shall annually elect officers at the first regularly scheduled meeting held after the last of the elections in the member towns. Such officers shall exercise the powers expressed and implied in G.L. Chapter 71, section 16A.

D. A Chairperson and a Vice-Chairperson shall be elected from among the **Monomoy** Regional ~~District~~ School Committee's membership. The Committee will have as standard practice that the position of Chairperson will rotate annually between the member towns. ~~For example, in the first year that the District is in existence, the Chairperson will be elected without regard to where he/she resides. In year two, however, the Chairperson shall be elected from members who reside in the other town. This rotation sequence will then be maintained in future years.~~ By a two-thirds (2/3) vote, and with at least one Committee member from each of the member towns voting in the affirmative, the **Monomoy** Regional ~~District~~ School Committee may in any given year deviate from this standard practice. The Vice-Chairperson in any given year shall be drawn from the members who reside in the member town different from that of the Chairperson.

E. The **Monomoy** Regional ~~District~~ School Committee shall elect a Secretary who may or may not be a member of the **Monomoy** Regional ~~District~~ School Committee's membership.

F. The Regional ~~District~~ School Committee shall appoint a Treasurer who shall not be a member of the Regional ~~District~~ School Committee.

G. Any action voted by the Regional ~~District~~ School Committee which directly and specifically affects the elementary school(s) in only one town will require that three of the four members of the Regional ~~District~~ School Committee from the town in which the affected elementary school(s) is/are located vote in support of that action.

**Section IV. TYPE OF SCHOOL DISTRICT AND TRANSFER OF ASSETS**

A. The Regional School District shall provide educational programs for public school students who reside in the member towns and who are attending grades pre-kindergarten through and including grade 12. The Regional School ~~District~~ Committee, as established consistent with Section I (Membership of the Regional ~~School District~~ School Committee) above, is authorized in its discretion to establish and maintain other educational programs, including, but not limited to, vocational-technical educational programs consistent with G.L. Chapter 74, and is authorized in its discretion to join or form educational collaboratives consistent with G.L. Chapter 40, s. 4E.

B. The Regional School District may, at the Committee's discretion, include pre-kindergarten, and shall include all grades from K-12.

C. The elementary schools shall serve students in grades K-4, and, at the Committee's discretion, pre-kindergarten.

F. The **Monomoy** Regional ~~District~~ School Committee shall appoint a Treasurer who shall not be a member of the **Monomoy** Regional ~~District~~ School Committee.

G. Any action voted by the **Monomoy** Regional ~~District~~ School Committee which directly and specifically affects the elementary school(s) in only one town will require that three of the four members of the **Monomoy** Regional ~~District~~ School Committee from the town in which the affected elementary school(s) is/are located vote in support of that action.

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C. The elementary schools shall serve students in grades K-4, and, at the Committee's discretion, pre-kindergarten.



D. The middle school(s)/high school(s) shall serve students in grades 5-12.

E. Where the term “preschool” is mentioned in this Agreement, it is done in order to permit the Regional District School Committee, at some future date, the discretion to provide “universal” preschool classes.

F. The Committee may in its discretion alter the elementary/secondary grade configuration spoken to above.

G. At the time of the creation of the District, any and all money held in so-called “revolving funds,” in gift accounts, in grant accounts, or in student activity accounts/funds that are held by the member towns for the benefit of their respective school departments will be conveyed to the District to be utilized for educational and/or extracurricular purposes consistent with the purposes for which the revolving funds or accounts were created. Additionally, school-related equipment, material, and supplies that are owned by the school departments of the member towns at the time of the creation of the District will be conveyed to the District.

#### **Section V. LOCATION AND OWNERSHIP OF SCHOOLS**

A. All Regional District schools shall be located within the geographical limits of the District. The Regional District school buildings shall be located on sites owned by, or leased to, the District.

B. It is the intent of the member towns to seek to build a new high school and to renovate a middle school with all due alacrity.

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#### **Section V. LOCATION AND OWNERSHIP OF SCHOOLS**

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B. ~~It is the intent of the member towns to seek to build a new high school and to renovate a middle school with all due alacrity.~~



- C. There shall be no less than one elementary school in each member town. Students in the elementary grades shall attend schools in their towns of residence, except in special cases as defined by the Regional District School Committee.
- D. Each member town shall retain ownership of its elementary school buildings and grounds that are in existence at the time of the formation of the District and shall lease the same to the District for the sum of one dollar per year. Each lease shall be for a term of up to twenty (20) years, with said term to be established by the District School Committee. The term shall commence on the date when the Regional District School Committee completes the transition period spoken to in Section XX and comes into full existence. The leases shall contain provisions for an extension of up to 20 years at the option of the Regional District School Committee. The leases shall contain provisions authorizing the District to repair, improve, alter, remodel and maintain the buildings or any part thereof, at the District's expense. Said leases shall not prevent the use of the buildings or premises by the respective owner towns, upon approval of the Regional School District Committee; such approval shall not be unreasonably withheld. Each lease involving a member town may include such other terms as may be agreed upon by the Selectmen of that member town and by the Regional District School Committee, who shall execute the lease for the member towns and the District, respectively.
- E. The Town of Chatham shall lease to the Regional District School Committee the land and buildings (at the option of the Committee) presently known as the Elementary School, as well as the land and/or the buildings (at the option of the Committee) comprising the combined Middle School/ High School. The terms expressed in paragraph V, D shall apply equally to this paragraph.

- B. There shall be no less than one elementary school in each member town. Students in the elementary grades shall attend schools in their towns of residence, except in special cases as defined by the Monomoy Regional District School Committee.
- C. Each member town shall retain ownership of its elementary school buildings and grounds ~~that are in existence at the time of the formation of the District~~ and shall lease the same to the District for the sum of one dollar per year. Each lease shall be for a term of up to twenty (20) years, with said term to be established by the Monomoy Regional District School Committee. ~~The term shall commence on the date when the Regional District School Committee completes the transition period spoken to in Section XX and comes into full existence.~~ The leases shall contain provisions for an extension of up to 20 years at the option of the Monomoy Regional District School Committee. The leases shall contain provisions authorizing the District to repair, improve, alter, remodel and maintain the buildings or any part thereof, at the District's expense. Said leases shall not prevent the use of the buildings or premises by the respective owner towns, upon approval of the Monomoy Regional School District Committee; such approval shall not be unreasonably withheld. Each lease involving a member town may include such other terms as may be agreed upon by the Select Board of that member town and by the Monomoy Regional District School Committee, who shall execute the lease for the member towns and the District, respectively.
- D. The Town of Chatham shall lease to the Monomoy Regional District School Committee the land and buildings (at the option of the Committee) ~~presently known as Chatham~~ Elementary School, as well as the land and/or the buildings (at the option of the Committee) comprising the ~~combined Middle School/ High~~ Monomoy Regional Middle School. The terms expressed in paragraph V, DC shall apply equally to this paragraph.

F. The Town of Harwich, shall lease to the Regional District School Committee the land and/or buildings (at the option of the Committee) presently known as the Elementary School, as well as the land and/or the buildings (at the option of the Committee) presently known as the Middle School, and the land and/or the buildings (at the option of the Committee) presently known as the High School. The terms expressed in paragraph V,D shall apply equally to this paragraph.

G. The leases of all of the above-referenced school buildings should be signed by the date the District Committee completes the transition period spoken to in Section XX and comes into full existence.

H. At whatever point in time that land and/or buildings that are leased by a member town to the Regional District School Committee ceases to be needed by the District, the District School Committee shall vote to declare said land and/or buildings as surplus, and the custody and control of said land and/or buildings shall revert to the owner town.

I. Payments from future leases of Regional property shall be paid to the Regional School District.

**Section VI. TRANSPORTATION**

The Regional District School Committee shall set District transportation policy. School transportation shall be provided by the Regional School District, and the cost thereof shall be apportioned among the member towns as defined in Section IX.

**Section VII. BUDGET**

E. The Town of Harwich, shall lease to the Monomoy Regional District School Committee the land and/or buildings (at the option of the Committee) presently known as Harwich Elementary School, as well as the land and/or the buildings (at the option of the Committee) presently known as the Middle School, and the land and/or the buildings (at the option of the Committee) presently known as the High School. The terms expressed in paragraph V,DC shall apply equally to this paragraph.

~~F. The leases of all of the above-referenced school buildings should be signed by the date the District Committee completes the transition period spoken to in Section XX and comes into full existence.~~

F. At whatever point in time that land and/or buildings that are leased by a member town to the Monomoy Regional District School Committee ceases to be needed by the District, the Monomoy Regional District School Committee shall vote to declare said land and/or buildings as surplus, and the custody and control of said land and/or buildings shall revert to the owner town.

G. Payments from future leases of Regional property shall be paid to the Monomoy Regional School District.

**Section VI. TRANSPORTATION**

The Monomoy Regional District School Committee shall set District transportation policy. School transportation shall be provided by the Monomoy Regional School District, and the cost thereof shall be apportioned among the member towns as defined in Section IX.

**Section VII. BUDGET**

- A. The Committee shall prepare an annual operating and maintenance budget using accounts itemized in conformance with the chart of accounts utilized and required by the Massachusetts Department of Elementary and Secondary Education or its successor.
- B. The Regional School District's budgetary process, and the timing of and method of appropriation of funds in regard thereto, shall be governed by the provisions of G. L. c. 71 §16(m) and c. 71 §16B and other applicable provisions of G. L. c. 71 and any special laws or regulations relating thereto.
- C. The Regional **District** School Committee shall prepare a budget on a fiscal year basis for the District in the following manner:
  - 1. The Regional District budget process shall be initiated annually on or about October 1 and shall provide opportunity for the **Selectman** and Finance Committee of each member town to have input into its preparation. On or about January 15<sup>th</sup>, the Regional **District** School Committee shall complete its proposed budget for the ensuing year. The Regional **District** School Committee shall have a Budget/Finance Subcommittee charged with, among other things, to develop a proposed budget. The Budget/Finance Subcommittee shall have four (4) members, two of which shall be from each member town. The Budget/Finance Subcommittee shall vote to approve a proposed budget by a majority vote with at least one member from each member town voting in the affirmative. Said proposed budget is subject to the approval by majority vote of the Regional **District** School Committee. Said proposed budget shall be posted in the Town Hall of each member town, shall be provided to each member town's public library, and shall be submitted to the **Selectmen** and Finance Committee members of each member town.

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- C. The **Monomoy** Regional ~~District~~ School Committee shall prepare a budget on a fiscal year basis for the District in the following manner:
  - 1. The **Monomoy** Regional **School** District budget process shall be initiated annually on or about October 1 and shall provide opportunity for the **Select Board** and Finance Committee of each member town to have input into its preparation. On or about January 15<sup>th</sup>, the **Monomoy** Regional ~~District~~ School Committee shall complete its proposed budget for the ensuing year. The **Monomoy** Regional ~~District~~ School Committee shall have a Budget/Finance Subcommittee charged with, among other things, to develop a proposed budget. The Budget/Finance Subcommittee shall have four (4) members, two of which shall be from each member town. The Budget/Finance Subcommittee shall vote to approve a proposed budget by a majority vote with at least one member from each member town voting in the affirmative. Said proposed budget is subject to the approval by majority vote of the **Monomoy** Regional ~~District~~ School Committee. Said proposed budget shall be posted in the Town Hall of each member town, shall be provided to each member town's public library, and shall be submitted to the **Select Board** and Finance Committee members of each member town.

2. Said proposed budget shall contain a notice stating when and where a public hearing will be held. The public hearing shall be held in any District school building. The notice of the public hearing shall be posted in all member towns and published consistent with G.L. chapter 71, section 38N in a newspaper having general circulation in the region. Upon request of the Finance Committee and/or the Board of Selectmen of any member town, the Regional District School Committee shall arrange to meet with such Finance Committee and/or Board of Selectmen for the purpose of discussing the proposed budget. Said proposed budget shall be in reasonable detail, itemized at least as follows: central administration, expenses of instruction, transportation, operation of school plant, maintenance of school plant, capital outlay, and debt and interest charges. All non-recurring expenditures shall be itemized. Enrollment, staffing, total expenditures and assessments for the past five (5) years shall be included. The Finance Committee or the Board of Selectmen of a member town may request further information.
3. Consistent with G.L. chapter 71, section 16B the Regional District School Committee shall adopt by a two-thirds (2/3) vote of all its members a budget with such changes as may have resulted from conferences and/or the public hearing. Within thirty (30) days from the date on which the budget is adopted, the Treasurer of the District shall certify to the Treasurer of each member town that town's assessed share of such budget.
4. The budget and assessments shall be so constructed as to show debt service, transportation, operating, and capital costs. It shall

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4. The budget and assessments shall be so constructed as to show debt service, transportation, operating, and capital costs. It shall

also list all sources of revenue used to reduce operating costs as described in Section IX.

5. The process and the requirements for the approval or disapproval of the budget by the member towns will be consistent with the terms and conditions of chapter 71, section 16B, as well as 603 CMR section 41, et seq., as those terms and conditions may be amended.
6. The budget will be prepared net of School Choice revenue. School Choice revenue will be allocated to reduce each school's portion of the budget. The amount of school choice revenue to be allocated to each school's portion of the budget will be calculated as follows:
  - a. Using enrollment data reported to DESE on October 1st, the school's percentage share of the total number of students attending the district will be calculated for each of the previous three years.
  - b. The average of these three percentages will be calculated.
  - c. The estimate of the total school choice revenue for the budget year will be multiplied by each school's three year average to determine the amount of school choice revenue to be allocated to that school.

**Section VIII. BUDGETARY DEFINITIONS**

The budget for the operation of the District's Schools, including payments of principal and interest on bonds and other evidence of indebtedness issued by the District, shall be apportioned to the member

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  - c. The estimate of the total school choice revenue for the budget year will be multiplied by each school's three year average to determine the amount of school choice revenue to be allocated to that school.

**Section VIII. BUDGETARY DEFINITIONS**

The budget for the operation of the District's Schools, including payments of principal and interest on bonds and other evidence of indebtedness issued by the District, shall be apportioned to the member

towns via the method set out in Section IX and subject to the following definitions:

A. Budget

As defined by this document, the budget is the amount of money voted by the Regional District School Committee to finance the District schools and which will be assessed to the member towns.

B. The budget shall be comprised of various costs, each as herein defined as follows:

1. "Operating Costs" include all costs not included in capital costs, transportation costs, or debt service, as defined below, but operating costs include interest and principal on revenue anticipation notes. Operating costs include the net costs of evening, graduate and extension courses or any other types of courses, including vocational education programs, which are offered by the District to persons other than pupils attending a regular District school program in any of the grades K-12, inclusive.
2. "Capital costs" will include all capital outlay appearing in the 7000 DESE function codes and as defined below in Section IX.B.
3. "Transportation costs" include all costs associated with transporting the District's students to and from school.

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3. "Transportation costs" include all costs associated with transporting the District's students to and from school.

4. "Debt service" includes all costs that are used for payment of principal and interest on bonds or other obligations issued by the District except revenue anticipation note.

**Section IX. METHOD OF ASSESSING COSTS OF THE DISTRICT**

A. **Operating Costs.** The District shall apportion operating costs via the following process:

1. Each member town will be assigned the minimum required local contribution to the District as determined by DESE.
2. Each member town's share of that portion of the District's operating costs that exceeds the total required local contribution for all member towns is allocated via the following series of calculations:
  - a. The District budget will be separated into three parts based on the following cost centers: the Chatham Elementary School cost center, the Harwich Elementary School cost center, and a combination of the Middle School, the High School, and the District cost centers. This final part of the budget will be known collectively as the "Regional" Cost Center. Each part of the budget will be considered net of general fund revenue and state aid apportioned by the district per Section IX, A. 3. Apportionment of Funds/Revenue.
  - b. The District's Foundation Enrollment as published by DESE will be segmented by member town and grade group (PreK-4 and 5-12).

4. "Debt service" includes all costs that are used for payment of principal and interest on bonds or other obligations issued by the District except revenue anticipation note.

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  - a. The District budget will be separated into three parts based on the following cost centers: the Chatham Elementary School cost center, the Harwich Elementary School cost center, and a combination of the Middle School, the High School, and the District cost centers. This final part of the budget will be known collectively as the "Regional" Cost Center. Each part of the budget will be considered net of general fund revenue and state aid apportioned by the district per Section IX, A. 3. Apportionment of Funds/Revenue.
  - b. The District's Foundation Enrollment as published by DESE will be segmented by member town and grade group (PreK-4 and 5-12).



c. An above minimum required local contribution for each cost center will be calculated by subtracting the cost center's portion of the minimum required local contribution from the cost center's part of the budget as presented in (a.) above. Each cost center's portion of the minimum local required contribution will be calculated as follows:

i. Each elementary school cost center's portion of the minimum required local contribution will be determined by the member town's minimum required local contribution multiplied by the percentage of that member town's foundation enrollment that is in grades PreK to four.

ii. The Regional cost center's portion of the member town's minimum required local contribution will be determined as follows:

- Each member town's minimum required local contribution will be multiplied by the percentage of that town's total foundation enrollment that is in grades five through twelve (including special education beyond grade twelve).
- The sum of these figures for each member town will be the regional cost center's portion of the minimum local contribution.

d. The above minimum required local contribution for each cost center will be apportioned as follows:

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i. Each elementary school cost center's portion of the minimum required local contribution will be determined by the member town's minimum required local contribution multiplied by the percentage of that member town's foundation enrollment that is in grades PreK to four.

ii. The Regional cost center's portion of the member town's minimum required local contribution will be determined as follows:

- Each member town's minimum required local contribution will be multiplied by the percentage of that town's total foundation enrollment that is in grades five through twelve (including special education beyond grade twelve).
- The sum of these figures for each member town will be the regional cost center's portion of the minimum local contribution.

d. The above minimum required local contribution for each cost center will be apportioned as follows:



i. Each member town will be apportioned 100% of its local elementary school cost center's part of the District budget above minimum required local contribution.

ii. Each member town will be apportioned a share of the Regional costs center's part of the budget above minimum local contribution as follows:

- Using foundation enrollment data, the percentage of the total number of students in grades five through twelve (including special education beyond grade twelve) that reside in that member town will be calculated for each of the previous three years.
- The average of these three percentages will be calculated. The three year average for each member town will be multiplied by the Regional costs center's part of the budget above minimum local contribution to determine that member town's share.

e. Each member town's minimum required local contribution shall be added to its total above minimum required local contribution to determine its Annual Operating Assessment.

### 3. Apportionment of Funds/Revenue

i. Each member town will be apportioned 100% of its local elementary school cost center's part of the District budget above minimum required local contribution.

ii. Each member town will be apportioned a share of the Regional costs center's part of the budget above minimum local contribution as follows:

- Using foundation enrollment data, the percentage of the total number of students in grades five through twelve (including special education beyond grade twelve) that reside in that member town will be calculated for each of the previous three years.
- The average of these three percentages will be calculated. The three year average for each member town will be multiplied by the Regional costs center's part of the budget above minimum local contribution to determine that member town's share.

e. Each member town's minimum required local contribution shall be added to its total above minimum required local contribution to determine its Annual Operating Assessment.

### 3. Apportionment of Funds/Revenue

a. General fund revenues and state aid (excluding Regional Transportation Aid) will be applied to each cost center's part of the budget as follows:

i. The portion of the revenue to be applied to each elementary school cost center's share of the budget will be calculated as follows:

- Using foundation enrollment data, the percentage of the total foundation enrollment for both member towns that is in grades PreK to ~~Grade~~ four in each member town will be calculated for each of the previous three years.
- The average percentage for these three years will be calculated for each member town.
- That average percentage for each member town will be multiplied by the total general fund revenue and state aid to determine the amount to be applied to that member town's elementary school cost center's share of the budget.

ii. The portion of the revenue to be applied to the regional costs center's share of the budget will be calculated as follows:

- Using foundation enrollment data, the percentage of the total foundation enrollment for both member towns that is in grades five

a. General fund revenues and state aid (excluding Regional Transportation Aid) will be applied to each cost center's part of the budget as follows:

i. The portion of the revenue to be applied to each elementary school cost center's share of the budget will be calculated as follows:

- Using foundation enrollment data, the percentage of the total foundation enrollment for both member towns that is in grades PreK to ~~Grade~~ four in each member town will be calculated for each of the previous three years.
- The average percentage for these three years will be calculated for each member town.
- That average percentage for each member town will be multiplied by the total general fund revenue and state aid to determine the amount to be applied to that member town's elementary school cost center's share of the budget.

ii. The portion of the revenue to be applied to the regional costs center's share of the budget will be calculated as follows:

- Using foundation enrollment data, the percentage of the total foundation enrollment for both member towns that is in grades five

through twelve (including special education beyond grade twelve) will be calculated for each of the previous three years.

- The average percentage for these three years will be calculated.
- That average percentage will be multiplied by the total general fund revenue and state aid to determine the amount to be applied to the regional costs center's share of the budget

b. All grant and all other District funds shall be apportioned to cost centers by the Committee at the Committee's discretion.

B. Capital Costs. Capital costs shall include all expenses in the nature of capital outlay including, but not limited to, the cost of acquiring land, the cost of constructing, reconstructing, or adding to a school building or buildings, the cost of remodeling or making extraordinary repairs to a school building or buildings, the cost of constructing sewerage systems and sewerage treatment and disposal facilities or the cost of the purchase or use of such systems with a municipality, and any other item of capital outlay for which a regional school district may be authorized to borrow, or which could be categorized as a capital expense in conformance with applicable law and regulation, including, without limitation, the cost of original equipment and furnishings for such school buildings or additions, plans, architects' and consultants' fees, grading and other costs incidental to placing school buildings and additions, sewerage systems and sewerage treatment and disposal facilities, and any premises related to the foregoing in operating condition. Capital

through twelve (including special education beyond grade twelve) will be calculated for each of the previous three years.

- The average percentage for these three years will be calculated.
- That average percentage will be multiplied by the total general fund revenue and state aid to determine the amount to be applied to the regional costs center's share of the budget

b. All grant and all other District funds shall be apportioned to cost centers by the Committee at the Committee's discretion.

B. Capital Costs. Capital costs shall include all expenses in the nature of capital outlay including, but not limited to, the cost of acquiring land, the cost of constructing, reconstructing, or adding to a school building or buildings, the cost of remodeling or making extraordinary repairs to a school building or buildings, the cost of constructing sewerage systems and sewerage treatment and disposal facilities or the cost of the purchase or use of such systems with a municipality, and any other item of capital outlay for which a regional school district may be authorized to borrow, or which could be categorized as a capital expense in conformance with applicable law and regulation, including, without limitation, the cost of original equipment and furnishings for such school buildings or additions, plans, architects' and consultants' fees, grading and other costs incidental to placing school buildings and additions, sewerage systems and sewerage treatment and disposal facilities, and any premises related to the foregoing in operating condition. Capital

costs shall also include payment of principal of and interest on bonds, notes and other obligations issued by the District to finance capital costs.

1. Capital costs attributable to the middle and high schools will be assessed to the member towns on the basis of the three-year rolling average of each member town's total foundation enrollment as follows:

- Using foundation enrollment data, each member town's percentage share of the total foundation enrollment for the district will be calculated for the previous three years.
- The average percentage for these three years will be calculated.
- That average percentage for each member town will be multiplied by the total capital costs attributable to the middle and high schools to determine the amount to be assessed to each member town.

2. Capital costs attributable to the District's elementary schools will be assessed to the member town that owns that building.

C. Transportation Costs. Transportation costs will be assessed to the member towns based upon the number of students residing in each member town who attend the District's schools based on the average of the most recent three years' enrollment figures as reported, **currently on October 1**, to DESE.

costs shall also include payment of principal of and interest on bonds, notes and other obligations issued by the District to finance capital costs.

1. Capital costs attributable to the middle and high schools will be assessed to the member towns on the basis of the three-year rolling average of each member town's total foundation enrollment as follows:

- Using foundation enrollment data, each member town's percentage share of the total foundation enrollment for the district will be calculated for the previous three years.
- The average percentage for these three years will be calculated.
- That average percentage for each member town will be multiplied by the total capital costs attributable to the middle and high schools to determine the amount to be assessed to each member town.

2. Capital costs attributable to the District's elementary schools will be assessed to the member town that owns that building.

C. Transportation Costs. Transportation costs will be assessed to the member towns based upon the number of students residing in each member town who attend the District's schools based on the average of the most recent three years' enrollment figures as reported, **currently on October 1**, to DESE.

D. Debt Service. Notwithstanding the terms of subsection B above, debt service costs will be assessed to the member towns as follows:

1. Debt service costs attributable to the high school and the middle school will be assessed to the member towns using the three year rolling average of each member town's foundation enrollment as described in Section IX, A, 3a ii, above.
2. All other debt service costs attributable to the elementary school school buildings will be assessed to the member town that owns the building

E. The payment of the assessed share of costs by each member town, as computed by the Committee according to the methods specified in Section IX, shall be made by each member town's Treasurer by check or electronic transfer payable to the District in equal installments by the first business day of the month as set forth below:

Chatham: August, October, December, February, April, May, June

Harwich: July, September, November, January, March, May, June.

**Section X. STABILIZATION FUND.**

The Regional District School Committee may, consistent with the terms and conditions of G.L. chapter 71, section 16G½, establish and maintain a stabilization fund.

D. Debt Service. Notwithstanding the terms of subsection B above, debt service costs will be assessed to the member towns as follows:

1. Debt service costs attributable to the high school and the middle school will be assessed to the member towns using the three year rolling average of each member town's foundation enrollment as described in Section IX, B, 1, above.
2. All other debt service costs attributable to the elementary school ~~school~~ buildings will be assessed to the member town that owns the building

E. The payment of the assessed share of costs by each member town, as computed by the Committee according to the methods specified in Section IX, shall be made by each member town's Treasurer by check or electronic transfer payable to the District in equal installments by the first business day of the month as set forth below:

Chatham: August, October, December, February, April, May, June

Harwich: July, September, November, January, March, May, June.

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The Monomoy Regional ~~District~~ School Committee may, consistent with the terms and conditions of G.L. chapter 71, section 16G½, establish and maintain a stabilization fund.

**Section XI. ADMISSION OF ADDITIONAL TOWNS**

By an amendment to this agreement adopted by each member town in accordance with Section XVII (Amendments) and in compliance with the provisions therein contained, any other town or towns may be admitted to the Regional School District upon adoption of such amendment, and also upon compliance with any statutory or regulatory requirement as may be applicable.

**Section XII. WITHDRAWAL OF MEMBER TOWNS**

In the event that a member town decides to seek to withdraw from the District, the following procedures and requirements will apply:

- A. Vote Expressing Desire to Withdraw. Any member town seeking to withdraw from the District shall, by vote at an annual or special town meeting, request the Committee to formulate an amendment to this Agreement setting forth the terms under which the town may withdraw from the District. No withdrawal will take effect on other than July 1 of a given year, and the vote spoken of in the preceding sentence, as well as the notification to the District consistent with paragraph B below, as well as the submittal of a long range education plan consistent with paragraph C below, must all occur no less than two (2) years prior to the desired date of withdrawal.
- B. Notice. The clerk of the town seeking to withdraw shall, within seven (7) days of the vote, notify the Committee chairperson as well as the District’s superintendent in writing that the town has voted to request the Committee to formulate an amendment to the Agreement setting forth the terms for withdrawal. The clerk will provide a certified copy of the vote with the notification.

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By an amendment to this agreement adopted by each member town in accordance with Section XVII (Amendments) and in compliance with the provisions therein contained, any other town or towns may be admitted to the **Monomoy** Regional School District upon adoption of such amendment, and also upon compliance with any statutory or regulatory requirement as may be applicable.

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- A. Vote Expressing Desire to Withdraw. Any member town seeking to withdraw from the District shall, by vote at an annual or special town meeting, request the Committee to formulate an amendment to this Agreement setting forth the terms under which the town may withdraw from the District. No withdrawal will take effect on other than July 1 of a given year, and the vote spoken of in the preceding sentence, as well as the notification to the District consistent with paragraph B below, as well as the submittal of a long range education plan consistent with paragraph C below, must all occur no less than two (2) years prior to the desired date of withdrawal.
- B. Notice. The clerk of the town seeking to withdraw shall, within seven (7) days of the vote, notify the Committee chairperson as well as the District’s superintendent in writing that the town has voted to request the Committee to formulate an amendment to the Agreement setting forth the terms for withdrawal. The clerk will provide a certified copy of the vote with the notification.

- C. Long Range Education Plan. No less than two (2) full years prior to the desired date of withdrawal, the town seeking to withdraw, in addition to the other requirements spoken to in paragraph A above, will submit to the Commissioner of Elementary and Secondary Education (hereinafter “the Commissioner”) and to the District a “Long Range Education Plan” consistent with 603 CMR 41.02(2). The Long Range Plan will address, in addition to any other factor required by the Commissioner, the following: the expected educational benefits of reorganization; the current and projected enrollments; an inventory of all educational facilities under the jurisdiction of the District; the proposed administrative structure; the fiscal ramifications of withdrawal upon the withdrawing town as well as the other member towns in the District; the geographical and physical characteristics of the area; and the effect that withdrawal will have on student transportation.
- D. Requirements. In addition to other terms and requirements which the Committee may include in the amendment, the town seeking to withdraw will be responsible for the following: (1) payment of all operating costs for which it is liable as a member of the District; (2) continuing payments beyond the time of withdrawal to the District for the town’s share of the indebtedness of the District which is outstanding at the time of such withdrawal, and for interest thereon, to the same extent and in the same manner as though the town had not withdrawn from the District; and (3) for the costs, including legal fees, that accrue to the District as a result of the withdrawal process.
- E. Approval of Withdrawal. A request to withdraw shall become effective only if the amendment to the Agreement is approved by vote of the Committee, is approved by the Commissioner, and is approved by majority vote at an annual or special town meeting in the town seeking to withdraw and in each of the other member

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- E. Approval of Withdrawal. A request to withdraw shall become effective only if the amendment to the Agreement is approved by vote of the Committee, is approved by the Commissioner, and is approved by majority vote at an annual or special town meeting in the town seeking to withdraw and in each of the other member

towns, and the withdrawal can become effective no less than one full year after the completion of these requirements.

F. In no event shall such withdrawal take place prior to ten (10) years from the effective date of this agreement as defined in Section XVIII (Effective Date and Jurisdiction).

**Section XIII. ANNUAL REPORT**

The Regional District School Committee shall submit to each member town an annual report containing a detailed financial statement and a statement showing methods by which the annual charges assessed against each town were computed, together with such additional information relating to the operation and maintenance of the schools as may be deemed necessary by the Regional District Committee or by the Selectman and/or the Finance Committee of any member town.

**Section XIV. TEACHERS**

In accordance with G.L. chapter 71, section 42B, teachers serving in the schools of a member town at the time that the District comes into existence and who have professional teacher status shall be employed by the District with that same status. Teachers who are serving in the schools of a member town at the time that the District comes into existence and who do not have professional teacher status shall be employed by the District if there is an available position which such person is certified to fill.

**Section XV. INCURRING OF DEBT**

towns, and the withdrawal can become effective no less than one full year after the completion of these requirements.

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The Monomoy Regional District School Committee shall submit to each member town an annual report containing a detailed financial statement and a statement showing methods by which the annual charges assessed against each town were computed, together with such additional information relating to the operation and maintenance of the schools as may be deemed necessary by the Monomoy Regional District School Committee or by the Select Board and/or the Finance Committee of any member town.

**Section XIV. TEACHERS**

Teachers employed by Monomoy Regional School District will be afforded all rights in accordance with G.L. chapter 71, section 42B.

**Section XV. INCURRING OF DEBT**



The District School Committee may vote to incur debt consistent with the terms and conditions of G.L. chapter 71, section 16(n). At the time of taking action to incur debt, and except for the incurring of temporary debt in anticipation of revenue, the District School Committee may, by a **two-thirds** vote, choose to incur debt using the process that appears in subsection (d) of chapter 71, section 16.

### **Section XVI. REVIEW OF AGREEMENT**

At least every five (5) years, the Committee will undertake a review of the terms of this Agreement. The first review of this Agreement shall occur no later than in the fifth fiscal year of the District's existence. Proposals for amendments to this Agreement will follow the procedure contained in Section XVII (Amendments).

### **Section XVII. AMENDMENTS**

- A. Amendments to this Agreement may be initiated by a three-quarters (3/4) vote (i.e., no fewer than 4.5 votes) of the District Committee or by a petition signed by ten percent (10%) of a member town(s) registered voters. Said signatures need to be certified by the Clerk of the respective town who must also certify the fact that the number of signatures represents at least 10% of the registered voters of the town. Such amendments to the agreement must receive a majority vote of approval by each member town at an annual town meeting, and all amendments are subject to the approval of the Commissioner.
- B. No such amendment shall be made which shall substantially impair the rights of the holders of any of the District's bonds or notes of the

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- B. No such amendment shall be made which shall substantially impair the rights of the holders of any of the District's bonds or notes of the

District then outstanding, or the rights of the District to procure the means for payments thereof.

**Section XVIII. EFFECTIVE DATE AND JURISDICTION**

The full jurisdiction of the Regional District School Committee will commence on July 1, 2012 at the conclusion of the transition period established in Section XX.

**Section XIX. SEVERABILITY OF SECTIONS**

Consistent with G.L. Chapter 71, section 16I, if any provision of this Regional School District Agreement shall be held invalid in any circumstance, such invalidity shall not affect any other provisions or circumstances.

**Section XX. TRANSITION PERIOD**

As part of the approval of this Agreement, and of the Regional School District created by this Agreement, the member towns as well as the Commissioner will be taken to have approved a transition period, consistent with 603 CMR 41.03(5) which will extend from the date of voter approval of the District until the end of the fiscal year following the fiscal year in which the vote to approve the District was taken. During this transition period, the existing local school committees will continue in existence and will continue to operate the schools of the member towns subject to the restrictions spoken to in this Section XX (hereinafter “this section”). During this transition period, and prior to the seating of the Regional School Committee on July 1, 2011, an Interim Regional School Committee (hereinafter the “IRSC”) will be formed consistent with this section which will exercise the powers expressed in this section. The IRSC will exist until midnight on June 30,

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2011, at which time the Regional School Committee will be seated and will serve for the balance of the transition period and thereafter.

A. Composition of the Interim Regional School Committee. As soon as possible after the approval of this Agreement by the voters, the Interim Regional School Committee will be formed which will consist of eight (8) members, four (4) from each town. Two (2) of such members will be drawn from the members of, and elected by vote of, each of the two (2) local school committees. Each of these local school committees will also appoint two (2) additional citizens who reside in their respective towns and who are not members of the local school committee to serve on the IRSC. The votes of these members will be weighted, and the requirements for an affirmative vote will be the same, as is expressed in Section I, subsection B of this Agreement. During that part of the transition period when the IRSC is in existence, should any member on the IRSC resign from membership on the IRSC or become ineligible for continued membership on the IRSC (e.g., by leaving the membership of the local school committee or by moving from their respective town) the local school committee will vote a replacement. If the vacancy is caused by one of the members of a local school committee leaving the IRSC, then the replacement shall be chosen from among the remaining members of that local school committee. If the vacancy is caused by one of the citizens leaving the IRSC, then the respective local school committee shall appoint another citizen who is not a member of the local committee as the replacement.

B. Quorum. A quorum shall exist when a five (5) of the eight (8) IRSC members are present, with no less than two (2) present from each of the member towns. At a meeting where there is no quorum, the members present may vote to adjourn but shall not take any other action.

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C. Election of Officers. The IRSC will elect officers consistent with Section III (Quorums, Votes, and Governance) except that the IRSC officers so chosen will serve throughout that part of the transition period that the IRSC is in existence.

D. Powers of the IRSC and the Regional School Committee During the Transition Period. During the transition period, the IRSC (until June 30, 2011) and the Regional School Committee (from July 1, 2011 to June 30, 2012) shall possess all powers, subject to the availability of funds necessary for the exercise of such powers, necessary for the planning and implementation of the regional school district, including but not limited to the following:

1. The power to receive funds from the Commonwealth as well as appropriations, grants, and gifts from other sources. This is not intended to alter the fact that during the transition period other funds from the Commonwealth will continue to flow to the member towns and their individual school departments.
2. The power to establish and adopt policies for the regional school district.
3. The power to employ a superintendent, treasurer, chief financial officer, and director of Special education, as well as the power to authorize the superintendent to employ other personnel as needed.
4. The power to contract for and/or purchase goods and services, as well as the power to enter into lease and other agreements with the member towns, collaboratives, vendors, and other agencies and parties, with all the powers being able to be exercised on behalf of the regional school district.

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- ~~3. The power to employ a superintendent, treasurer, chief financial officer, and director of Special education, as well as the power to authorize the superintendent to employ other personnel as needed.~~
- ~~4. The power to contract for and/or purchase goods and services, as well as the power to enter into lease and other agreements with the member towns, collaboratives, vendors, and other agencies and parties, with all the powers being able to be exercised on behalf of the regional school district.~~

<p>5. The power to adopt budgets for the regional school district, and to assess the member towns for these budgets.</p> <p>6. The power to negotiate and to enter into collective bargaining agreements, which will take effect no sooner than the inception of the Regional School District.</p> <p>7. The power to appoint a regional School Building Committee.</p> <p>8. The power to develop and adopt a strategic plan for the Regional School District.</p> <p>9. The power to appoint subcommittees.</p> <p>E. <u>Relationship between the IRSC and the Local School Committees and Between the Regional School Committee and the Local School Committees During the Transition Period.</u> During the transition period, the local school committees of the member towns may not make decisions that will financially obligate or legally encumber the regional School district without ratification by majority vote of the IRSC or, after June 30, 2011, by majority vote of the Regional School Committee. In addition, the local school committees shall comply with the following during the transition period:</p> <p>1. No building projects will be undertaken and no building closures will occur unless ratified by majority vote of the IRSC or, after June 30, 2011, by majority vote of the Regional School Committee.</p> <p>2. Program offerings will remain substantially the same.</p>	<p><del>5. The power to adopt budgets for the regional school district, and to assess the member towns for these budgets.</del></p> <p><del>6. The power to negotiate and to enter into collective bargaining agreements, which will take effect no sooner than the inception of the Regional School District.</del></p> <p><del>7. The power to appoint a regional School Building Committee.</del></p> <p><del>8. The power to develop and adopt a strategic plan for the Regional School District.</del></p> <p><del>9. The power to appoint subcommittees.</del></p> <p><del>E. <u>Relationship between the IRSC and the Local School Committees and Between the Regional School Committee and the Local School Committees During the Transition Period.</u> During the transition period, the local school committees of the member towns may not make decisions that will financially obligate or legally encumber the regional School district without ratification by majority vote of the IRSC or, after June 30, 2011, by majority vote of the Regional School Committee. In addition, the local school committees shall comply with the following during the transition period:</del></p> <p><del>1. No building projects will be undertaken and no building closures will occur unless ratified by majority vote of the IRSC or, after June 30, 2011, by majority vote of the Regional School Committee.</del></p> <p><del>2. Program offerings will remain substantially the same.</del></p>
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<p>3. No school choice openings will be filled except with the approval by majority vote of the IRSC or, after June 30, 2011, by majority vote of the Regional School Committee.</p> <p>4. The school administration of the local school districts shall cooperate with the Regional Administration in terms of information sharing and in terms of the transfer control during the transition period.</p> <p>5. During the period July 1, 2011 to June 30, 2012, the Regional School Committee will assume responsibility for the transportation of the regular education students (i.e., not the special education students or the vocational students) who reside in Chatham and Harwich and who are enrolled in the Chatham or Harwich Public Schools. During 2011-2012, the Chatham School Committee and the Harwich School Committee shall pay an assessment to the Regional School Committee of an amount equal to the cost of said transportation for their respective regular students. The Regional School Committee will have the option of designating the Chatham School Department, the Harwich School Department, or both, as its financial agents(s) for purposes of processing invoices and payments for said transportation.</p> <p>F. <u>Termination of IRSC.</u> The IRSC will exist until midnight on June 30, 2011, at which time the Regional School Committee will assume jurisdiction of the Regional School District for the balance of the transition period and thereafter. The Regional School Committee will be deemed to be the legal successor to the IRSC for purposes of all contracts, collective bargaining agreements, other agreements, and leases that have been entered into by the IRSC.</p>	<p><del>3. No school choice openings will be filled except with the approval by majority vote of the IRSC or, after June 30, 2011, by majority vote of the Regional School Committee.</del></p> <p><del>4. The school administration of the local school districts shall cooperate with the Regional Administration in terms of information sharing and in terms of the transfer control during the transition period.</del></p> <p><del>5. During the period July 1, 2011 to June 30, 2012, the Regional School Committee will assume responsibility for the transportation of the regular education students (i.e., not the special education students or the vocational students) who reside in Chatham and Harwich and who are enrolled in the Chatham or Harwich Public Schools. During 2011-2012, the Chatham School Committee and the Harwich School Committee shall pay an assessment to the Regional School Committee of an amount equal to the cost of said transportation for their respective regular students. The Regional School Committee will have the option of designating the Chatham School Department, the Harwich School Department, or both, as its financial agents(s) for purposes of processing invoices and payments for said transportation.</del></p> <p><del>F. <u>Termination of IRSC.</u> The IRSC will exist until midnight on June 30, 2011, at which time the Regional School Committee will assume jurisdiction of the Regional School District for the balance of the transition period and thereafter. The Regional School Committee will be deemed to be the legal successor to the IRSC for purposes of all contracts, collective bargaining agreements, other agreements, and leases that have been entered into by the IRSC.</del></p>
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Dated this 25th day of May 2022.

Dated this \_\_\_ day of \_\_\_\_\_ 2023.

**Department of Elementary and Secondary Education Commissioner**

\_\_\_\_\_  
Jeffrey C. Riley, Commissioner

**Chatham Select Board**

**Harwich Board of Selectmen**

**Chatham Select Board**

**Harwich Select Board**

Peter Cocolis, Chair

Michael D. MacAskill, Chair

Peter Cocolis, Chair

Michael D. MacAskill, Chair

Shareen Davis, Vice-Chair

Julie Kavanagh, Vice-Chair

Cory Metters, Vice-Chair

Mary E. Anderson, Vice-Chair

Cory Metters, Clerk

Mary E. Anderson, Clerk

Michael Schell, Clerk

Donald F. Howell, Clerk

Dean Nicastro, Member

Larry G. Ballantine, Member

Dean Nicastro, Member

Larry G. Ballantine, Member

Jeffrey S. Dykens, Member

Donald F. Howell, Member

Shareen Davis, Member

Julie Kavanagh, Member

Monomoy Regional School Committee		Monomoy Regional School Committee	
Meredith Henderson (H), Chair	Jackie Zibrat-Long (C), Vice-Chair	Jackie Zibrat-Long (C), Chair	Meredith Henderson (H), Vice-Chair
Tina Games (H), Member	Nancy Scott (C), Member	Tina Games (H), Member	Betty Gray (C), Member
Terry Russell (H), Member	Danielle Tolley (C), Member	Terry Russell (H), Member	Jessica Rogers (C), Member
Sharon Stout (H), Member	Jessica Rogers (C), Member	Sharon Stout (H), Member	TBD (C), Member



## Summary of and Key to Proposed Changes

Within this document, areas changed within the current Monomoy Regional Agreement (as voted at Annual Town Meetings in 2022) are highlighted within the current Regional Agreement with the **color orange**. The proposed changes appear as either text that has been noted with a **strikethrough** or with a **yellow color** if new text has been added or existing text changed. The vast majority of the changes reflect using yellow highlights for updating the nomenclature to fit that used in 2023 or striking through obsolete language, usually specifying how regionalization would occur. For example, the word Monomoy does not exist in the Regional Agreement, simply because the Regional Agreement describes how Harwich and Chatham would come together to form a new regional district, but that district had back then not been formally created and named. There are also whole sections of the current Regional Agreement with a **strikethrough** because the language is no longer needed and obsolete, like a removal of the entire Section XX on the Transition Period from Harwich Public and Chatham Public Schools to the new regional district.

The vast majority of changes are simple wording updates. Often the document refers to the Monomoy Regional School Committee as the Regional District School Committee. In these cases, Monomoy would be added and highlighted in yellow and **strikethrough** on the word District – **Monomoy** Regional ~~District~~ School Committee. Similarly, our Boards of Selectmen in both towns are now called Select Boards – here **Selectmen** or **Boards of Selectmen** would be highlighted in orange in the current Regional Agreement and the text changed in the proposed change document to **Select Board** and highlighted in yellow.

There is one recommended change for the sake of clarity in Section IX. METHOD OF ASSESSING COSTS OF THE DISTRICT, which should have no fiscal impact on the towns. On page 20 of this side-by-side document, in the current Regional Agreement Section IX. D. 1. under Debt Service the text states “Debt service costs attributable to the high school and the middle school will be assessed to the member towns using the three year rolling average of each member town's foundation enrollment as described in Section IX, A, 3a ii.” This is the right calculation, but wrong reference.

The reference and Section IX, A, 3a ii have been highlighted in green because although the referenced section does describe the correct calculation it is based on a subset (grades 5 through 12) of the foundation enrollment and not the total foundation enrollment. The understanding passed at annual Town Meetings for the original Regional Agreement was that Debt Service and Capital Costs for the high school and the middle school would be handled in a similar manner, based on three year rolling averages of each town's foundation enrollment. Referencing Section IX, A, 3a ii is inconsistent with the rest of the Debt Service clause and – the correct reference for Debt Service should be Section IX, B, 1. **Section IX, B, 1. has been highlighted in red** and specifies how Capital Costs are assessed. Debt Service should be handled similarly; therefore **Section IX, D, 1. has also been highlighted in red**. **Section IX, A, 3a ii** refers to how revenues would be applied for each cost center with the new assessment methodology (with each town funding its own elementary school) and has nothing to do with Debt Service or Capital Costs – for clarity it is highlighted in green but should not be

linked to the Debt Service calculation. Under these proposed changes to the Regional Agreement, the towns continue to pay for their own elementary schools, including capital and debt costs at the town's elementary schools; whereas, costs for the fully regionalized middle school and high school are split based, as specified, based on a three year rolling average of foundation enrollment.

DRAFT

## Proposed Changes to Monomoy Schools Regional Agreement 2023 – The “One-Pager”

### Why make changes?

#### 1. To remove old language used prior to the creation and naming of Monomoy Regional School District

The most significant change is that whole sections of the current Regional Agreement are recommended for removal because the language is no longer needed, such as details on the transition period to the new regional district.

The word *Monomoy* does not exist in the original Regional Agreement, because the document describes how Harwich and Chatham would form a new regional district that had not yet been officially created and named.

- Regional District School Committee will be changed to Monomoy Regional School Committee in over 40 locations
- Board of Selectmen will be changed to Select Board in 10 locations
- Wherever Regional District or Regional School District appears (without reference to the School Committee), it is changed to Monomoy Regional School District
- The Elementary School in the Town of Chatham is now changed to Chatham Elementary School
- The Elementary School in the Town of Harwich is now changed to Harwich Elementary School
- The “combined Middle School/High School” in the Town of Chatham is now described as Monomoy Regional Middel School

#### 2. To clarify a reference point for assessing costs

There is one recommended change for the sake of clarity in Section IX. In the current Regional Agreement Section IX. D. 1. under Debt Service the text states “Debt service costs attributable to the high school and the middle school will be assessed to the member towns using the three year rolling average of each member town's foundation enrollment as described in Section IX, A, 3a ii.” - this is the right calculation, but the wrong reference.

- The reference will be corrected from Section IX, A, 3a ii to Section IX, B, 1

\*This change has no fiscal impact on the towns

February 21, 2023

From: Deborah Ennis

To: Board of Selectpersons

Re: requesting exemption from application fee for event use of the Harwich Cultural Center

To whom it may concern,

As a member of Harwich Climate Action Network I am requesting exemption from the \$100 application fee for an event we are sponsoring at the Harwich Cultural Center for April 21, 2023 Earth Day.

We are a fledgling organization which started in 2020 with the mission of getting a Climate Emergency Petition passed at the annual town meeting (which it was). Since then we have been meeting regularly to discuss next steps and to learn more about climate change and what we could initiate locally that would have the biggest impact.

We have chosen to create an Earth Day event as a way to be more visible, to provide an activity for people in Harwich who want to learn more about environmental issues and what they can do to make a difference. We will have a speaker on water quality and maintenance of septic systems, and tables with educational material from local organizations including Harwich Conservation Trust, and the town committee which is charged with providing the public with educational materials about fertilizer use and abuse.

We do not receive money from any organizations, and we haven't collected funds up to this point. We haven't had expenses. Any expenses will come out of our individual pockets. We plan to ask for donations at this event which will cover costs for materials and will allow us to build funds for future events.

Based on this, we are requesting that you waive the \$100 application fee for the use of the building on April 21, 2023 from 3:30 to 6 p.m.

Thank you for your consideration.

Sincerely,

Deborah Ennis, member of Harwich Climate Action Network

**Finance Committee:**

To Indefinitely Postpone:

Yeas: 7 (Seven): Jon Chorey, Karen Doucette, Dale Kennedy, Mark Kelleher, Angelo LaMantia, Mark Ameres, Daniel Tworek

Nays: 0 (Zero): None

**Board of Selectmen:**

To Indefinitely Postpone:

Yeas: 3 (Three): Michael MacAskill, Julie Kavanagh, Mary Anderson

Nays: 2 (Two): Larry Ballantine, Donald Howell

**STUDY BEST USE OPTIONS FOR FORMER HARWICH MIDDLE SCHOOL  
INCLUDING RECOMMENDATIONS FOR FINANCIAL SELF-SUFFICIENCY**

ARTICLE 57: To see if the Town will vote to raise and appropriate, transfer from available funds a sufficient sum of money to fund an independent, professional study of the highest and best use of the Former Harwich Middle School property. Town committees in the past have been unable to identify a use that is financially feasible or that fully utilizes the facility or the grounds in a comprehensive and acceptable way. Currently, the building and surround parking are being used as a Cultural Center to “serve as a rental space for groups and individuals to engage in recreational, social, educational, cultural, community service, civic and governmental activities” (Culture Center webpage). However, after six years of financial support from Harwich taxpayers, annual revenues from the Cultural Center business fail to cover expenses. The deficit total for FY17 to FY22 (partial year) is more than \$588,000. The purpose of this article is to enlist independent, professional help to objectively determine the best uses, along with evaluations (pros, cons and risk) of each option, for long-term use of this Town asset. This study will also develop a comprehensive business plan specific to the Cultural Center use that provides detailed financial, organizational, staffing, and marketing plans that make this option financially self-sustaining. By request of Richard Gundersen. Estimated cost: \$75,000

*Explanation: This study would provide independent, professional, business development guidance for two general, but related, tasks.*

*Task 1: What are “highest and best” use options for this property. Regardless of actual, current use, this phase of the study is to apply standard analysis methods to identify and rank optional uses for the former Middle School property. The approach would include analyzing uses that are legally permissible, physically possible, maximally productive and financially feasible. The contractor would conduct a market analysis to identify State, county, medical, educational, private employers, etc., who might be interested in purchasing or leasing this property for the uses identified.*

*Task 1A: Continued Use as a Cultural Center. Harwich has made significant effort to utilize this property as a Cultural Center and, as a result, warrants that “cultural center” be included as one of the best use options for consideration. Similar art or culture services are provided throughout the Cape. These services should be studied to identify what makes them financially viable and if these factors can be applied to the Harwich Middle School property? If not, why not? If yes, what set of actions are needed to get from where we are today to an operation that is financially self-sufficient and that provides a broad range of*

*arts and crafts, education, exhibitions, and art studios for Harwich and surrounding communities? As a minimum, this task will require development of a comprehensive business plan that addresses scope/uniqueness of cultural offerings, pricing, market saturation, financial projections, capital improvement projections out 5-8 years, ADA compliance issues, marketing/advertising, management, and would address all appropriate forms of ownership and management. Town taxpayers need to be assured that sufficient due diligences is used to demonstrate that future operating, maintenance, and capital cost have been considered in the business planning. Also included is identification of Federal and State grant opportunities and future restrictions that may be associated.*

**FINANCE COMMITTEE RECOMMENDS THIS ARTICLE BE ACCEPTED AND ADOPTED. VOTE: YES-6, NO-1**

**ROLL CALL VOTES:**

**Finance Committee:**

To accept and adopt:

Yeas: 6 (Six): Jon Chorey, Karen Doucette, Dale Kennedy, Mark Kelleher, Mark Ameres, Daniel Tworek

Nays: 1 (One): Angelo LaMantia

**Board of Selectmen:**

To Indefinitely Postpone

Yeas: 4 (Four): Michael MacAskill, Julie Kavanagh, Mary Anderson, Donald Howell

Nays: 1 (One): Larry Ballantine

**HERRING FISHERIES**

ARTICLE 58: To see what action the Town will take in regard to the Herring Fisheries; and to act fully thereon. Customary Article.

**FINANCE COMMITTEE RECOMMENDS THIS ARTICLE BE ACCEPTED AND ADOPTED. VOTE: YES-7, NO-0**

**ROLL CALL VOTES:**

**Finance Committee:**

To accept and adopt:

Yeas: 7 (Seven): Jon Chorey, Karen Doucette, Dale Kennedy, Mark Kelleher, Angelo LaMantia, Daniel Tworek, Mark Ameres

Nays: 0 (Zero): None

**Board of Selectmen:**

To accept and adopt:

Yeas: 4 (Four): Michael MacAskill, Julie Kavanagh, Mary Anderson, Larry Ballantine

Nays: 0 (Zero): None



**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

February 24, 2023

**TO:** Board of Selectmen  
**CC:** Joe Powers- Town Administrator  
**FROM:** Katie O'Neill- Health Director  
**RE:** Board of Health Charge & Alternate Member Request

---

Dear Select Board Members,

On February 23, 2023 the Board of Health discussed their Charge under the Town of Harwich Charter. After a lengthy discussion, the Board unanimously voted to recommend the following amendment to the existing Charter:

“Section 4. Board of Health

7-4-1 A board of health of up to five members shall be appointed by the board of selectmen in such numbers as outlined in chapter 7, Article III, Boards and Committees, of the Town’s bylaws for 3-year overlapping terms. One member, at least, shall be a doctor of medicine, or a person with significant experience in public health **or healthcare**. [Amended 5-1-2017 ATM by Art. 3815]

7-4-2 A health director shall be appointed by the town administrator, as provided in clause 4-4- 1. The health director shall be subject to the day-to-day supervision of the town administrator within the scope of the general policy and direction established by the board of health.”

Additionally, the Board of Health would like to explore the potential of adding an alternate member or two. The potential addition would be dependent upon the rights of said alternate member, and request that clarification be provided on the rights of an alternate members on other Regulatory Boards.

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

Thank you for your consideration to this request.

**§ 7-10. Composition of appointed Town agencies. [Amended 5-8-2012 STM by Art. 4; 5-7-2018 ATM by Art. 39]**

A. Pursuant to Chapter 7 of the Town Charter, the following appointed boards and committees shall be comprised as follows:

<b>Board</b>	<b>Membership</b>	<b>Charter Reference</b>
1 Board of Health	Five full members	§ 7-4-1
2 Planning Board	Seven members, two alternates	§ 7-5-1
3 Board of Assessors	Three full members	§ 7-6-1
4 Conservation Commission	Seven full members	§ 7-7-1
5 Council on Aging	Nine full members	§ 7-8-1
6 Historic District/ Historical Commission	Seven full members - one alternate	§ 7-9-1
7 Recreation and Youth	Seven full members	§ 7-10-1
8 Cultural Council	Nine full members	§ 7-11-1
9 Zoning Board of Appeals	Five full members - five associate	§ 7-12-1
10 Golf Committee	Seven full members	§ 7-13-1
11 Waterways Committee	Seven full members - two alternate	§ 7-14-1
12 Cemetery Commission	Three full members	§ 7-15-1
13 By-Law/Charter Review Committee	Five full members	§ 7-16-1

B. Members of the appointed boards and committees listed in the preceding section shall be appointed for the term set forth in the Charter. If the Charter is silent as to the term, members shall be appointed for three-year staggered terms.





OFFICE OF THE SELECTMEN  
732 MAIN ST., HARWICH, MA 02645  
www.harwich-ma.gov  
(508) 430-7513

**APPLICATION FOR AUTO LICENSE RENEWAL**

Check all applicable:  CLASS I - AGENTS OR SELLERS  
 CLASS II - USED CAR DEALERS  
 CLASS III - JUNK CAR DEALERS  
 CLASS IV - AUTO REPAIRMAN

FEE: \$100 each

BUSINESS NAME Goodson's Motor Cars

D/B/A \_\_\_\_\_ PHONE 508-737-3882

BUSINESS ADDRESS 210 Queen Anne Rd. (Unit 12) Harwich, MA 02645

MAILING ADDRESS \_\_\_\_\_

NAME OF OWNER Paul Bonfiglio

EMAIL ADDRESS goodsonsmotorcars@gmail.com

IF CORPORATION OR PARTNERSHIP, LIST OFFICER INFORMATION BELOW.

Name	Title	Address
<u>Paul Bonfiglio</u>	<u>President</u>	<u>---</u>

*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.*

Paul A. Biffin 2/16/23  
Signature of Applicant, Owner or Manager      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.



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 Harwich Chamber of Commerce Phone 508-430-1165  
 Mailing Address 1 Schoolhouse Road Harwich PVT, MA 02646  
 Owners Name & Address 1 Schoolhouse Road Harwich PVT, MA 02646  
 Email Address Cynde@harwichcc.com

**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  
4pm - 8pm
- Location of entertainment (Inside and/or outside) Set-12-4pm  
Behind Community Center
- Address where entertainment will be playing  
100 Oak Street Harwich Center

**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 Community Center - 100 Oak Street  
 Date & Time Saturday - June 10, 2023 2pm-8pm

Route/Location for Road Race BBQ competition - with a Band and Beer malt vendors. Area Restaurants competing in categories - Ticketed Event - Register through Chamber -

Provide any additional information necessary for the Board of Selectmen New Event to showcase restaurants bring community together for event

- Categories for BBQ competition
- Sampling of Area Beers
- Kids section - Cupcake Decorating
- Face Painting
- Band - North Century 5-8pm

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.

Cyde Williams - Exec Dir.  
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**

\* Applicants must be permitted 30 days prior



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 BLM Restaurant Group Inc. Phone 508-430-0404

Doing Business As (d/b/a) The Lanyard Bar and Grill

Business Address 429 MA-28 Harwich Port MA 02646

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

Email Address lanyardbar@gmail.com

Name of Owner Ben Porter

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

\_\_\_\_\_  
\_\_\_\_\_

*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.*

[Signature]  
Signature of Applicant, Owner or Manager

[Signature]  
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.



ENTERTAINMENT LICENSE RENEWAL - WEEKDAY

An application for entertainment regulated by Massachusetts General Law Chapter 140, Section 183A

All highlighted areas are REQUIRED to be completed

Section I - Check all appropriate

- Weekday Entertainment (\$75)
- One day Entertainment (\$25)
- Batters Box (\$50)
- Go Carts (\$50)
- Miniature Golf (\$50)
- Trampolines (\$25)
- Theater (\$150 per cinema)
- Juke Box (\$100 each)
- Video Games (\$100 each)

Section II - Check all appropriate

- Annual
- Seasonal
- Opening Date \_\_\_\_\_

Section III - Applicant Information

Business Name The Lanyard Bar and Grill Phone 508-430-0404

Business Address 429 MA-28 Harwich Port, MA 02646

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

Owners Name & Address Ben Porter

Email Address lanyardbar@gmail.com

Manager Name & Address Luis DeMello

Days/Hours of Business Operation Noon - 1am 7 days

Section IV - Entertainment Type (Check all appropriate boxes)

Group 1  Jukebox, Radio, Television

Group 2  Dancing by Patrons

Group 3  Dancing by Live Performers, Live/Recorded Music, Amplification System  
\*If having live or recorded music, please state below exactly what kind (DJ, Band, etc.)

Group 4  Moving Pictures, Plays, Floor Shows, Light Shows, Theatre Shows

**Section V – Additional information**

- The time you are requesting to have entertainment (I.E. 4 P.M. to 10 P.M.)  
1pm-1am inside 1pm-10pm outside
- Location of entertainment (Inside and/or outside)  
Inside and Outside
- Specific days if not applying for Monday through Saturday  
\_\_\_\_\_
- Please use the area below to outline any additional information for the Local Licensing Authority  
\_\_\_\_\_

---

**Section VI**

At any time during this concert, dance exhibition, cabaret or public show, will any person(s) be permitted to appear on the premises in any manner or attire as to expose to the public view any portion of the body as described in Mass. General Laws Chapter 140, Section 183A, Para. 3.

Yes       No

- **If you checked yes on the question above, please obtain an Entertainment Appendix from staff**

*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.*

  
\_\_\_\_\_  
Signature of applicant & title

\_\_\_\_\_  
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.



ENTERTAINMENT LICENSE RENEWAL - SUNDAY

An application for entertainment regulated by Massachusetts General Law Chapter 140, Section 183A

All highlighted areas are REQUIRED to be completed

Section I - Check all appropriate

- Entertainment starting prior to 1PM (\$175)
- Entertainment starting after 1PM (\$85)
- One day Entertainment (\$25)
- Batters Box (\$50)
- Go Carts (\$50)
- Miniature Golf (\$50)
- Trampolines (\$25)
- Theater (\$150 per cinema)
- Juke Box (\$100 each)
- Video Games (\$100 each)

Section II - Check all appropriate

- Annual
- Seasonal
- Opening Date

Please note the Commonwealth of Massachusetts fee applies for all Sunday entertainment as outlined below:

Please make check payable to Commonwealth of Massachusetts

- Entertainment starting on Sunday after 1:00 p.m. - \$50
- Entertainment starting on Sunday prior to 1:00 p.m. - \$100

Section III - Applicant Information

Business Name The Lanyard Bar and Grill Phone 508-430-0404

Business Address 429 MA-28 Harwich Port, MA 02646

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

Owners Name & Address Ben Porter

Email Address lanyardbar@gmail.com

Manager Name & Address Leir Dentello

Days/Hours of Business Operation Noon-1am 7 days



**Section IV – Entertainment Type (Check all appropriate boxes)**

- Group 1  Jukebox, Radio, Television
- Group 2  Dancing by Patrons
- Group 3  Dancing by Live Performers, Live/Recorded Music, Amplification System  
\*If having live or recorded music, please state below exactly what kind (DJ, Band, etc.)
- Group 4  Moving Pictures, Plays, Floor Shows, Light Shows, Theatre Shows

**Section V – Additional information**

- The time you are requesting to have entertainment (I.E. 4 P.M. to 10 P.M.)  
1pm - 1am inside 1pm - 10pm outside
- Location of entertainment (Inside and/or outside)  
Inside and outside
- Specific days if not applying for Monday through Saturday  
\_\_\_\_\_
- Please use the area below to outline any additional information for the Local Licensing Authority  
\_\_\_\_\_

**Section VI**

At any time during this concert, dance exhibition, cabaret or public show, will any person(s) be permitted to appear on the premises in any manner or attire as to expose to the public view any portion of the body as described in Mass. General Laws Chapter 140, Section 183A, Para. 3.

\_\_\_\_ Yes       No

- **If you checked yes on the question above, please obtain an Entertainment Appendix from staff**

*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.*

  
Signature of Applicant, Owner or Manager

2/4/23  
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.



# **OLD BUSINESS**



## *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

**Town Administrator's draft Budget Meeting schedule**

**TOWN OF HARWICH  
BOARD OF SELECTMEN & FINANCE COMMITTEE  
Joint Budget Meetings  
Harwich Town Hall  
732 Main Street  
Saturday, March 4, 2023 - 9:00 A.M.**

**I. CALL TO ORDER**

**II. NEW BUSINESS**

A. Joint budget meetings

9:00 a.m.	Call meeting to Order
9:00 a.m. to 10:00 a.m.	Discussion on Sources and Uses
10:00 a.m. to 10:30 a.m.	Water/Wastewater
10:30 a.m. to 11:00 a.m.	Fire Department
11:00 a.m. to 11:30 a.m.	Building Department
11:30 a.m. to 12:00 p.m.	Police Department
12:00 p.m. to 12:30 p.m.	Break
12:30 p.m. to 1:00 p.m.	Conservation Department
1:00 p.m. to 3:00 p.m.	To be determined

**III. ADJOURNMENT**

***\*Per the Attorney General's Office: The Board of Selectmen may hold an open session for topics not reasonably anticipated by the Chair 48 hours in advance of the meeting following "New Business."***

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

**Authorized Posting Officer:**

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

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

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

# **CONTRACTS**

# PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: LINK HOOPER DEPARTMENT: DPW

FUNDING SOURCE: ARTICLE 14 OF 2021 ATM AND PRIVATE DONATION

Appropriated amount: \$450,000.00 Estimated cost: \_\_\_\_\_ Actual cost: \_\_\_\_\_

PROCUREMENT METHOD:  
30B-ENGINEERING EXEMPT

**PURCHASE DESCRIPTION:**

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

THIS IS AN AMENDMENT TO AN EXISTING CONTRACT. ORIGINAL CONTRACT WAS FOR 25% DESIGN OF THE SIDEWALK FROM SAQUATUCKET HARBOR TO BANK STREET ALONG ROUTE 28. THIS AMENDMENT COVERS 100% OF THE DESIGN WORK.

01421A2-621014  
 \$200,000.00  
 13014212-530900-0  
 021 \$246,050.00

**PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW**

Funds Available: Finance Director: \_\_\_\_\_  
 DocuSigned by: Ann Marie Ellis Account # \$446,050.00  
 0D188040967847E...

Approved to proceed: Town Administrator or Designee: \_\_\_\_\_  
 DocuSigned by: Joseph E. Powers  
 0623C0C5799644E...



# TOWN OF HARWICH

## DEPARTMENT OF PUBLIC WORKS


273 Queen Anne Road • P.O. Box 1543 • Harwich, MA 02645

Telephone (508) 430-7555

Fax (508) 430-7598

### MEMORANDUM

**TO:** Joe Powers, Town Administrator

**FROM:** Lincoln S. Hooper, Director 

**DATE:** February 16, 2023

**RE:** Saquatucket Harbor Sidewalk Project Design Contract Extension

---

Attached please find a contract amendment signed by VHB to provide design services through PS&E submission to MassDOT for the Saquatucket Harbor sidewalk project. Once DOT accepts the plans, the project becomes theirs as they provide all services including bidding, contract award and construction oversight. The project has an estimated construction cost of \$1,612,949 for 3,300 feet of sidewalk and is programmed to begin construction in the fall of 2024.

In 2015 the Board of Selectmen requested MassDOT's consideration in constructing a sidewalk from Bank Street to Saquatucket Harbor. Despite a letter from DOT stating that they would construct a sidewalk, it never materialized. Working cooperatively with MassDOT, the Cape Cod Commission and VHB, the Town requested that this project be placed on the TIP through the Joint Transportation Committee, which was approved in February of 2022. This past January MassDOT held the 25% Design Public Hearing at the Community Center, which was well attended and supported by the audience.

In April of 2021 an interested resident donated \$250k to the Town for advancement and engineering of this project and the Town raised \$200k for the same purpose with Article 14 of the 2021 Annual Town Meeting. The original contract combined with this amendment totals \$446,050, so we have funding in place. A detailed breakdown of costs appears on page one of the contract amendment.

Thank you.

Cc: Meggan Eldredge, Assistant Town Administrator

Attachments: Contract between VHB and the Town of Harwich dated May 10, 2021  
Contract Amendment 1 between VHB and The Town of Harwich



**AMENDMENT NO. 1  
TO THE  
AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN  
VHB  
AND  
TOWN OF HARWICH**

**MAIN STREET (ROUTE 28)  
SIDEWALK PROJECT  
Harwich MA**

**VHB PROJECT NO. 15307.00**

This Amendment is composed of compensation, details of the services to be performed and timing of the services. The Amendment is subject to terms & conditions in our original agreement dated May 10, 2021, between the Town of Harwich, hereinafter called the "CLIENT," and Vanasse Hangen Brustlin, Inc., hereinafter called the "ENGINEER"

**PART I**

COMPENSATION – Fixed Labor Fee Plus Expense

- The total estimated compensation for performing the Scope of Services described in detail in this Agreement, is estimated below:

	Original Contract	Amendment 1	Total
Fixed Labor Fee*	\$146,500.00	\$269,500.00	\$416,000.00
Survey-ROW Coordination (A-Plus Survey)	\$7,000.00	\$8,500.00	\$15,500.00
Geotechnical Services (LGCI)	\$9,550.00	\$0.00	\$9,550.00
Estimated Direct Costs	\$4,500.00	\$500.00	\$5,000.00
<b>Total ESTIMATED COST</b>	<b>\$167,550.00</b>	<b>\$278,500.00</b>	<b>\$446,050.00</b>

\* Fixed Labor fee is defined as the fee for direct labor, overhead, and profit exclusive of direct costs.

2. The breakdown of the Fixed Labor Fee is as follows:

Tasks	<b>Estimated Labor Fees</b>
150 Environmental	\$28,900.00
220 Design Justification Workbook	\$5,900.00
400 75% Highway Design Submission	\$76,700.00
450 100% Highway Design Submission	\$48,100.00
500 Right of Way	\$82,000.00
800 PS&E Submission	\$27,900.00
<b>TOTAL ESTIMATED LABOR FEE</b>	<b>\$269,500.00</b>

3. The total Fixed Labor Fee for services rendered in Tasks 150 through 800 will be invoiced monthly as a percentage of completion.
4. The ENGINEER will not exceed the total estimated Fixed Labor Fee or estimated direct costs as stated herein without the written approval of the CLIENT.
5. All direct costs (reimbursable expenses) for items such as printing, reproduction, supplies, photography, transportation, equipment rental, mail, deliveries, tolls will be invoiced to the CLIENT at cost. An initial upset limit for direct costs of \$500.00.
6. The CLIENT agree to provide police services as required for all field activities such as survey and soil testing. The ENGINEER will coordinate its schedule with the local police services.
7. The ENGINEER will engage the services of a sub-consultant for survey (A-Plus Construction).
8. All schedules set forth in Part I of this Agreement begin upon receipt of a signed Agreement.

#### PERIODS OF SERVICE

1. The ENGINEER agrees to render services for Tasks 150 through 800 within 20 months of the date of execution of this Agreement.

**Main Street (Route 28)  
Harwich, MA**

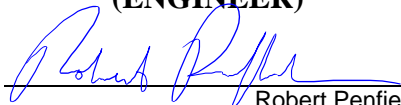
**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN  
VHB  
AND  
TOWN OF HARWICH**

**MAIN STREET (ROUTE 28)  
SIDEWALK PROJECT  
Harwich, MA**

**AMENDMENT 1**

**APPROVED FOR  
VHB  
(ENGINEER)**

**APPROVED FOR  
TOWN OF HARWICH  
(CLIENT)**

By:   
Robert Penfield, PE

By: \_\_\_\_\_

Title: Managing Director - Highway and Structures

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

Date: 2/13/2023

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

**AGREEMENT REVIEW**

Project Manager Initials: SJR\_

Reviewer Initials: PGD\_

**APPROVED AS TO  
AVAILABILITY OF FUNDS**

01421A2-621014  
\$200,000.00  
13014212-530900-0021  
\$246,050.00

By:   
Town Accountant

DocuSigned by:

0D188040967847E

## **SCOPE OF SERVICES**

The CLIENT has retained the ENGINEER to provide engineering services for the design of sidewalk construction along Route 28 (Main Street). The following information provides a description of tasks for the development of the project, which includes 75% design through final design and associated state & local permitting.

### **PROJECT LIMITS**

The project limits are as follows:

- Sidewalk along the south side of Route 28 from the intersection with Bank Street to the driveway for Saquatucket Harbor;
- Sidewalk along the north side of Route 28 (crossing the road from the Saquatucket Harbor driveway to the Outer Cape Health Services campus frontage) and proceeding to the intersection of Route 28 and Gorham Road

Total Length of Project = 3,850 Feet (0.73 miles)

It is understood that the Scope of Services under this Agreement may be changed by actions of the CLIENTS, MassDOT and the Federal Highway Administration. Changes to the project scope may require additional compensation or adjustments to the ENGINEER's fee. The following tasks are revised from the MassDOT Workbook for Design Services.

## **SECTION 150 ENVIRONMENTAL**

### **157 NEPA – Categorical Exclusion (CE)**

Prepare a Categorical Exclusion (CE) Determination Checklist for Federal-Aid Actions in accordance with the *Programmatic Agreement For Approval Of Categorical Exclusions Between The Federal Highway Administration And The Massachusetts Highway Department*, dated May 17, 2005, and Federal Highway Administration Regulation 23 CFR § 771.117 (1987).

### **179 WPA Notice of Intent (NOI)**

Prepare and submit an NOI to the local conservation commission in accordance with the WPA. Tasks include preparation of associated forms and backup documentation; permit plans, coordination during review, site walks, and attending conservation commission hearings.

It is anticipated that the project will qualify as a limited project under the WPA. The ENGINEER will prepare a Stormwater Management Memorandum to document compliance with MassDEP's Stormwater Management Standards to the maximum extent practicable. As it is anticipated that there is inadequate space within the right-of-way to accommodate proposed stormwater Best Management Practices (BMPs), this memorandum will not include a hydrologic analysis to document existing and proposed peak flow rates. The Stormwater Management Memorandum will include a description of any constraints that keep the project from including

structural BMPs, in accordance with the MassDEP Stormwater Handbook requirements. If it is determined through coordination with the Town and MassDOT that structural BMP's are required an amendment to this agreement will be required.

### **181 Chapter 91 License/Permit Application**

Prepare an application for a Chapter 91 License or a Chapter 91 Permit in accordance with the Massachusetts Chapter 91 Waterways Act. Tasks include preparation of the application form, backup documentation, and plans/Mylars in accordance with Chapter 91 submission requirements.

### **187 Impaired Waterbody Assessment and Water Quality Data Form**

Determine if there are Impaired Waterbodies, as evaluated per the requirements of Section 303(d) of the Federal Clean Water Act, affected by highway runoff generated in the project area by completing the 75% Design portion of the Water Quality Data Form.

## **SECTION 220 DESIGN JUSTIFICATION WORKBOOK**

The Federal Highway Administration (FHWA) has established 10 controlling criteria as defined in 23 CFR 625, which must be adhered to when designing a roadway improvement project. MassDOT has adopted this policy and applies the requirements of 23 CFR 625 to all projects regardless of funding source, and has added 4 additional controlling criteria. Chapter 2, Section 2.11 of the *Project Development and Design Guide* (Guidebook) and Engineering Directive E-20-001 describes the Design Justification Process in detail.

The Design Justification Workbook standardizes the preparation of Design Justifications and streamlines MassDOT's review process. The Design Justification Workbook shall follow the workbook template available on mass.gov.

### **223 Complete and Certify the Workbook**

The ENGINEER will complete revised submissions of the Design Justification Workbook including a project description, executive summary, and all supplemental information as noted in the workbook template. The ENGINEER will stamp and certify the Design Justification Workbook.

This scope includes addressing MassDOT comments on revision 1 and 2 and two additional resubmittals of the stamped workbook (revisions 2 and 3) to MassDOT.

## **SECTION 400 75% HIGHWAY DESIGN SUBMISSION**

### **401 Response to 25% Comments**

The ENGINEER will prepare a formal written response to all comments received regarding the 25% review and address revisions stemming from the Design Public Hearing that MassDOT deem necessary.

### **402 Field Reconnaissance**

The ENGINEER will conduct a field review of the proposed project interface with adjacent properties, streets, drives, drainage, utilities, wetlands, etc.

### **403 Meetings Liaison and Coordination**

The ENGINEER will attend meetings and provide the liaison necessary to advance the design of a project. Coordinate and attend meetings with MassDOT's Boston and District Offices. It is anticipated that there will be 2 meetings at 1 hours per virtual meeting with Town Staff and MassDOT to discuss the project.

### **404 Utility Coordination**

The ENGINEER will coordinate with MassDOT District 5 DUCE section regarding utilities impacted by the proposed work. The ENGINEER will update the locations of relocated utilities (poles, conduits, etc.) on the plans.

### **405 Final Horizontal Design Geometrics**

The ENGINEER will adjust the horizontal geometry based on the 25% review comments and comments stemming from the Design Public Hearing. The ENGINEER will design the extension of the sidewalk along the north side of Route 28 from the crosswalk to the Outer Cape Health Care campus to Gorham Road.

### **406 Final Vertical Design Geometrics**

The ENGINEER will adjust vertical geometry based on 25% review comments and comments stemming from the Design Public Hearing. The ENGINEER will design the extension of the sidewalk along the north side of Route 28 from the crosswalk to the Outer Cape Health Care campus to Gorham Road.

#### **408 Typical Cross Sections**

The ENGINEER will finalize the typical cross sections and clearly label materials and dimensions in accordance with the proposed pavement structure approved by the Pavement Management Section.

#### **409 Plot Cross Sections**

The ENGINEER will adjust cross sections so that the slope limits and treatments of each cross section are crafted to suit the specific site locations. Individual cross sections will be evaluated and updated regarding guardrail locations and gravel box detail.

#### **411 Construction Plans**

The ENGINEER will prepare the Construction Plans in accordance with the Guidebook.

#### **412 Grading and Tie Plans**

The ENGINEER will prepare grading and tie plans as applicable showing detailed information regarding proposed curve geometry and grades.

#### **413 Drainage and Water Supply Details**

The ENGINEER will show existing and proposed drainage and water supply installations.

#### **414 Traffic Signs**

The ENGINEER will identify locations for warning, regulatory and route marker signs. The ENGINEER will indicate on the signage plans the status of existing sign structures.

#### **417 Pavement Markings and Plan Preparation**

The ENGINEER will design and layout the roadway pavement markings, stop lines, cross walks, gore markings, etc. Prepare pavement marking plans.

#### **418 Traffic Management**

The ENGINEER will finalize the construction staging. Prepare the temporary traffic control construction plans in accordance with the MUTCD such that sufficient information is provided to demonstrate a feasible means of constructing the project.

**422 Miscellaneous Contract Plans**

The ENGINEER will prepare miscellaneous full size drawings for presentation of the proposed project. These shall include the following miscellaneous contract plans, as required: Title Sheet, Index, Key Plan, Boring Plans, Boring Logs, Typical Sections, and Construction Details.

**423 Quantity & Cost Estimate (Weighted Average Bid Application)**

The ENGINEER will prepare a detailed estimate using MassDOT's Weighted Average Bid Application (WABA). The ENGINEER will prepare a calculation book based on the latest edition of the Standard Nomenclature and review that every item of work shown on the plans has a pay item.

**424 Special Provisions**

The ENGINEER will prepare draft special provisions based on the latest edition of the Standard Specifications for Highways and Bridges and Supplemental Specifications. Items in the estimate that are listed in the Standard Nomenclature with an asterisk (\*) will have a special provision.

**425 Constructability and Quality Control (QC) Reviews**

The ENGINEER will perform an independent review of the project using an experienced engineer, who is not directly involved in the preparation of the contract documents. The review shall focus on the practicality of constructing the project based on access to site, equipment needs, material properties, etc. The quality control review will provide an overall review of the plans, specifications and estimate for conformity to the Guidebook, the Standard Specifications for Highways and Bridges, the latest Supplemental Specifications, the Bridge Manual, the Construction and Traffic Standard Details, and the latest Engineering and Policy Directives.

**426 Submission Check List**

The ENGINEER will prepare and submit the 75% Design Check List.

**SECTION 450 100% HIGHWAY DESIGN SUBMISSION****451 Respond to 75% Comments**

The ENGINEER will prepare a formal written response to all comments received regarding the 75% review. The ENGINEER will attend a comment resolution meeting to resolve comments that require discussion.



**452 Finalize Plans**

The ENGINEER will prepare a set of plans addressing all comments received from the 75% review. Prepare plans that are clear and in accordance with Chapter 2 of the Guidebook.

**453 Finalize Special Provisions**

The ENGINEER will review the special provisions so that the special provisions do not duplicate those with respect to Division I of the Standard Specifications. The ENGINEER will review the Method of Measurement and Basis of Payment for every item in order so that the special provisions are clearly defined.

**454 Finalize Quantity and Cost Estimate (W.A.B.A. & Calculation Book)**

The ENGINEER will finalize the calculation book in accordance with Chapter 18 of the Guidebook. The ENGINEER will identify any non-participating work. The estimate submitted will be prepared using MassDOT's Weighted Average Bid Application (WABA).

**455 Quality Control (QC) Review**

The ENGINEER will perform an independent review of the project using an experienced engineer, who is not directly involved in the preparation of the contract documents so that the plans, specifications and estimate are prepared in accordance with the current engineering directives and standard documents.

**456 Submission Check List**

The ENGINEER will prepare and submit the 100% Highway Design Check List.

**457 Prepare Detail Sheets**

The ENGINEER will prepare Detail Sheets in accordance with Chapter 13 of the *Guidebook*. All items of work not adequately reflected on the plans are to be described in the Detail Sheets.

**SECTION 500 RIGHT OF WAY**

**501 Preliminary Right of Way Plans – 75% Design**

The ENGINEER will engage the services of sub-consultant and surveyor of record, A-Plus Construction Services Corporation, for additional ROW research and services in compliance with the May 2022 MassDOT ROW Guidelines. A-Plus Construction will perform a site visit during 75% design development to check field conditions against the survey base plan, check

and update ownership information, and review & stamp the preliminary ROW plans developed by The ENGINEER.

The ENGINEER will review the relationship between the limits of work necessary to satisfactorily construct the proposed improvements and the existing layout. The ENGINEER will determine appropriate limits of alterations to existing layouts, takings, permanent easements, temporary easements, etc.

The ENGINEER will prepare and submit updated Preliminary ROW Plans in accordance with the MassDOT Design Guide, Chapter 18 and the 2022 MassDOT Plan Preparations Guidelines for Consultants Preparing Right-of-Way Plans.

**It is assumed that the preliminary 75% ROW plans will have one (1) original submission with the 75% design submission package and two (2) revised submissions prior to the 75% ROW plans approval. Therefore, a total of three (3) submissions are budgeted.**

### **510 Recordable Easement Plans**

The ENGINEER will prepare and submit, in coordination with surveyor of record A-Plus Construction Services Corporation, recordable plans for all easement parcels to be recorded by at the Registry of Deeds in accordance with the MassDOT Design Guide, Chapter 18 and the 2022 MassDOT Plan Preparations Guidelines for Consultants Preparing Right-of-Way Plans.

The ENGINEER will prepare a written instrument to be filed at the Registry of Deeds with the recordable plans. The ENGINEER will revise the written instrument based on comments by DOT reviewers. It is assumed the instrument will be revised up to three (3) times.

This scope assumes there are no design changes that require additional Preliminary ROW plan submittals beyond the 75% approved ROW plans.

**It is assumed that the recordable easement plans will have three (3) revised submissions after initial MassDOT review. Therefore, a total of four (4) submissions are budgeted.**

## **SECTION 800 PS&E SUBMISSION**

### **801 Respond to 100% Comments**

The ENGINEER will prepare a formal written response to all comments received regarding the 100% review. The ENGINEER will attend a comment resolution meeting to resolve comments that require discussion.

### **802 Finalize Plans, Specifications and Estimate**

The ENGINEER will prepare a set of plans, specifications and engineer's estimate addressing comments received from the 100% review.

## **805 Quality Control (QC) Review**

The ENGINEER will have an experienced engineer who is not directly involved in the preparation of the contract documents perform an independent review of the project. The ENGINEER will review the plans, specifications and estimate for conformance to MassDOT standard reference documents, engineering and policy directives.

The ENGINEER will compare environmental permits to the contract documents so that the contract documents provide a means of compensating the construction contractor for performing work described in the permits.

## **SERVICES NOT INCLUDED**

The following services are not anticipated and, therefore, not included in this Agreement at this time:

- Traffic data collection. It is assumed that the Cape Cod Commission will provide updated traffic counts for the project. See scope item 204.
- Road Safety Audit (RSA)
- Major drainage studies and design of major storm drains. It is assumed that the proposed drainage will be connected to existing drainage lines and that no major drainage study or design beyond the limits of work will be required. Furthermore, hydraulic study of the stream at the existing culvert and proposed sidewalk location is not included.
- Evaluation, analysis or reports on existing structures including bridges, culverts and retaining walls.
- In accordance with Land Court procedures, preparation of right-of-way plans, layout plans, taking plans, and descriptions involving the alteration of Land Court parcels.
- Investigation, identification testing, or analysis of hazardous waste issue.
- Construction phase services

Low Bidder: Vanasse Hangen Brustlin, Inc.

Bid Price: \$ 446,050

**12/13/18 Revised Procurement Checklist**

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

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

- 1. Please provide a **separate page titled "Summary of Project"** which includes:
  - a. Provide how many bidders there were, the range of bids, and apparent low bidder. N/A
  - b. Identify the funding source, such as article number and amount approved. 01421A2-621014
  - c. Include what you feel is pertinent, but keep this section to 4 sentences or less. \$200,000.00
- 2. Finance Director has signed that funds are available: DocuSigned by: Anna Marie Elia Account # 13014212-530900-0021
- 3. Please provide a single **copy of the bid packet** along with all supporting documents. N/A Engineering Services
- 4. Please use K-P Law provided standardized contracts.

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

Original for Accounting     Original for Procurement     Original for Vendor     Contract to Treasurer's Signature of Town Administrator or Assistant Town Administrator: DocuSigned by: Joseph F. Powers

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

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

**OFFICE OF THE TOWN ADMINISTRATOR**

Phone (508) 430-7513

Fax (508) 432-5039



Joseph F. Powers, *Town Administrator*

Meggan M. Eldredge, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA 02645

# Memo

To: Board of Selectmen  
Joseph F. Powers, Town Administrator

From: Meggan Eldredge, Assistant Town Administrator *ME*

RE: Cavossa Disposal Contract

Date: February 23, 2023

---

Sound business practices were used to obtain quotes for trash pick-up service to twelve municipal locations. Cavossa Disposal held this contract last year and again provided a reasonable quote for the next 12 months. Departments that have utilized Cavossa have not had any complaints or concerns. The contract is attached and includes an option to extend for a maximum contract length of three years.

# PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: HOOPER DEPARTMENT: DPW

FUNDING SOURCE: OPERATING BUDGET OF EACH DEPARTMENT -SEE LIST BELOW

Appropriated amount: \_\_\_\_\_ Estimated cost: \_\_\_\_\_ Actual cost: \_\_\_\_\_

**PROCUREMENT METHOD:**

EXEMPT FROM 30B. PREVAILING WAGE USED, BEST BUSINESS PRACTICES

**PURCHASE DESCRIPTION:**

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

CONTRACT WITH ACVOSSA DISPOSAL FOR TRASH REMOVAL AT TOWN HALL, SAQ HARBOR, WYCHMERE PIER, ALLEN HARBOR, COMMUNITY CENTER, 204 SISSON, WATER DEPT AND LIBRARY. SEE ATTACHED RATE SHEET

LIBRARY: 016102/524300

HARBOR: 016332/529000

TOWN HALL: 011492/529000

COMMUNITY CENTER: 015402/538000

WATER: 13204502/526000

204 SISSON: 014212/524300

011492-529000  
 016332-529000  
 015402-538000  
 014212-524300  
 13204502-526000  
 016102-524300  
 \$13,560.77

**PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW**

Funds Available: Finance Director: \_\_\_\_\_  
DocuSigned by:  
Ann Marie Ellis Account # \_\_\_\_\_  
0D188040967847E...

Approved to proceed: Town Administrator or Designee: \_\_\_\_\_  
DocuSigned by:  
Joseph E. Powers  
0623C0C5799644E...

## **AGREEMENT FOR TOWN OF HARWICH**

The following provisions shall constitute an Agreement between the Town of Harwich, acting by and through its Board of Selectmen, hereinafter referred to as "Town," and Cavossa Disposal Corporation with an address of 210 Nathan Ellis Highway, East Falmouth, MA 02536 hereinafter referred to as "Contractor", effective as of the 1st day of March 2023. In consideration of the mutual covenants contained herein, the parties agree as follows:

### **ARTICLE 1: SCOPE OF WORK:**

The Contractor shall perform all work and furnish all services necessary to provide the Town with trash removal services including the scope of services set forth in Attachment A.

### **ARTICLE 2: TIME OF PERFORMANCE:**

The Contractor shall complete all work and services required hereunder commencing March 1, 2023 through February 29, 2024. At the expiration of the initial contract period, the Town, at its sole discretion, may extend the contract up to two additional one-year periods. Extensions are offered on a year by year basis. In no event will the term of the contract, including extensions, exceed three (3) years.

### **ARTICLE 3: COMPENSATION:**

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$13,560.77. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

### **ARTICLE 4: CONTRACT DOCUMENTS:**

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein:



1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

**ARTICLE 5: CONTRACT TERMINATION:**

The Town may suspend or terminate this Agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
2. Violation of any of the provisions of this Agreement by the Contractor.
3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

Either party may terminate this Agreement at any time for convenience by providing the other party written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination from the Town, the Contractor shall cease to incur additional expenses in connection with the Agreement. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date as determined by the Town. Such payment shall not exceed the fair value of the services provided hereunder.

**ARTICLE 6: INDEMNIFICATION:**

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required

under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

**ARTICLE 7: AVAILABILITY OF FUNDS:**

The compensation provided by this Agreement is subject to the availability and appropriation of funds.

**ARTICLE 8: APPLICABLE LAW:**

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

**ARTICLE 9: ASSIGNMENT:**

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

**ARTICLE 10: AMENDMENTS:**

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

**ARTICLE 11: INDEPENDENT CONTRACTOR:**

The Contractor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement and shall not be considered an employee or agent of the Town for any purpose.

**ARTICLE 12: INSURANCE:**

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

- 1) General Liability of at least \$1,000,000 Occurrence/\$3,000,000 General Aggregate. The Municipality should be named as an "Additional Insured". Products and Completed Operations should be maintained for up to 3 years after the completion of the project.
- 2) Automobile Liability (applicable for any contractor who has an automobile operating exposure) of at least \$1,000,000 Bodily Injury and Property Damage per accident. The Municipality should be named as an "Additional Insured".
- 3) Workers' Compensation Insurance as required by law. Include Employers Liability Part B with a limit of \$1,000,000
- 4) Property Coverage for materials and services being transported by the contractor, as the Town's Property Contract provides coverage for personal property within 1000 feet of the premises.
- 5) Umbrella Liability of at least \$2,000,000/ occurrence, \$2,000,000/aggregate. The Municipality should be named as an "Additional Insured".

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

**ARTICLE 13: SEVERABILITY:**

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

**ARTICLE 14: ENTIRE AGREEMENT:**

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

**ARTICLE 15: COUNTERPARTS:**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a counterpart original.

**CERTIFICATION AS TO PAYMENT OF STATE TAXES**

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, Chris Fitzgerald, authorized signatory for the Contractor do hereby certify under the pains and penalties of perjury that said Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

46-0472775

\_\_\_\_\_  
Social Security Number or  
Federal Identification Number

DocuSigned by:  
Chris Fitzgerald  
\_\_\_\_\_  
Signature of Individual or  
Corporate Name

By:  
Corporate Officer  
(if applicable)

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

CONTRACTOR

TOWN OF HARWICH

By  
DocuSigned by:  
Chris Fitzgerald  
\_\_\_\_\_  
Chris Fitzgerald Sales Manager  
\_\_\_\_\_  
Printed Name and Title

by its Board of Selectmen Over \$75,000  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved as to Availability of Funds:

by its Town Administrator Up to \$75,000

DocuSigned by:  
Ann Marie Ellis \$13,560.77 )  
\_\_\_\_\_  
Finance Director Contract Sum

DocuSigned by:  
Joseph P. Powers  
\_\_\_\_\_  
Town Administrator

011492-529000 \$1247.04  
016332-529000 \$6877.13  
015402-538000 \$2843.28  
014212-524300 \$307.80  
13204502-526000 \$1421.64  
016102-524300 \$863.88

ATTACHMENT A



Town of Harwich

Location	Address	Qty	Size	Type	Freq	Est Duration	Monthly Rate	Yearly	Total Contract
Town Hall	732 Main St, Harwich	1	4 yd	Trash	1 x week	Year Round	\$ 118.47	\$ 1,247.04	\$ 1,247.04
Saquatucket Harbor	715 Main St, Harwich Port	1	2yd	Trash	2 x week	Dec-April	\$ 118.74	\$ 593.70	
Saquatucket Harbor	715 Main St, Harwich Port	2	2 yd	Trash	3 x week	May	\$ 355.41	\$ 355.41	
Saquatucket Harbor	715 Main St, Harwich Port	2	2 yd	Trash	4 x week	June	\$ 473.88	\$ 473.88	
Saquatucket Harbor	715 Main St, Harwich Port	2	2 yd	Trash	5 x week	July & August	\$ 592.34	\$ 1,184.68	
Saquatucket Harbor	715 Main St, Harwich Port	2	2 yd	Trash	3 x week	Sept - Nov	\$ 355.41	\$ 1,066.23	
									\$ 3,673.90
Wychmere Town Pier	40 Harbor Rd, Harwich Port	1	4 yd	trash	2 x week	Year Round	\$ 236.94	\$ 2,843.28	\$ 2,843.28
Allen Harbor	343 Lower County Rd, Harwich Port	2	96 Gal	trash	1 x week	May - Columbus Day	\$ 71.99	\$ 359.95	\$ 359.95
Community Center	100 Oak Street, Harwich	1	8 yd	trash	1 x week	Year Round	\$ 236.94	\$ 2,843.28	\$ 2,843.28
Cultural Center	204 Sisson Rd, Harwich	1	4 yd	trash	On Call	Year Round	\$34.20/pick-up	\$ 307.80	\$ 307.80
Harwich Water Dept	196 Chatham Rd, Harwich	1	4 yd	Trash	1 x week	Year Round	\$ 118.47	\$ 1,421.64	\$ 1,421.64
Brooks Free Library	739 Main St, Harwich	2	96 gal	Trash	1 x weel	Year Round	\$ 71.99	\$ 863.88	\$ 863.88
									Total \$ 13,560.77

No hidden fees, extra fees or surcharges

No overages charges

The Town may call in for extra pick-ups based on the following prices:

2 yd - \$14.40 per pick-up

4 yd - \$36 per pick-up

8 yd - \$57.59

\*Cultural Center will not be charged a monthly fee and only per pick-up. Yearly cost based on avg of 9 yearly pickups.

**Chris Fitzgerald**

Cell: 774-313-1001

Office: 508-563-5070

[CFitzgerald@cavossa.com](mailto:CFitzgerald@cavossa.com)

[www.Cavossa.com](http://www.Cavossa.com)

**OFFICE OF THE TOWN ADMINISTRATOR**

Phone (508) 430-7513

Fax (508) 432-5039

Joseph F. Powers, *Town Administrator*

Meggan M. Eldredge, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA 02645



# Memo

To: Board of Selectmen  
Joseph F. Powers, Town Administrator

From: Meggan Eldredge, Assistant Town Administrator *MEU*

RE: Web Services of America contract

Date: February 23, 2023

---

Sound business practices were used to obtain quotes for software and mapping of Evergreen Cemetery to include mobile sales application and site identification. Web Services of America provided the only quote and were found to be responsive and responsible.

Web Services of America held the contract for similar work in Island Pond Cemetery and the Cemetery Administrator was very happy with their work.

# PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: Robbin Kelley DEPARTMENT: Cemetery Department

FUNDING SOURCE: Cemetery Revolving Account

Appropriated amount: \$32,000.00 Estimated cost: \_\_\_\_\_ Actual cost: \_\_\_\_\_

## PROCUREMENT METHOD:

30B

## PURCHASE DESCRIPTION:

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

The following software require for Evergreen Mapping and Software.  
Electronic import all cemetery records in Microsoft Access; Evergreen Cemetery, The ability for Harwich Cemetery staff to add additional data entry of smaller cemeteries within the Town of Harwich to be accessed by Mobile App.  
Mapping of Evergreen Cemeterys inventory on satellite maps showing the location of each lot and color coding inventory status.  
Create Evergreen Cemetery available property listing page on Town Cemeterys website and Mobile App and track visitors engagement and inquiries.  
Fully integrated 360 degree visual image within the inventory maps and sales applications.  
Onsite collection of 360 degree images of cemetery roadways, walkways and general property boundaries with roughly a 50 x 50 foot layout. To achieve the desired density of images throughout Evergreen Cemetery, a minimum of 1,000 images are required.  
Create a visual application and/or player directly on the cemetery website that showcases featured locations of the cemetery and all its 360 degree images for each proposed cemeteries.  
Creation of Mobile Sales App for cemetery staff to search records and identify available property on map with integrated 360 views.

PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW CEMETERY REVOLVING ACCT.

Funds Available: Finance Director: Wendy Tulloch Account # \_\_\_\_\_  
DocuSigned by: D4BBAA4188474E3...

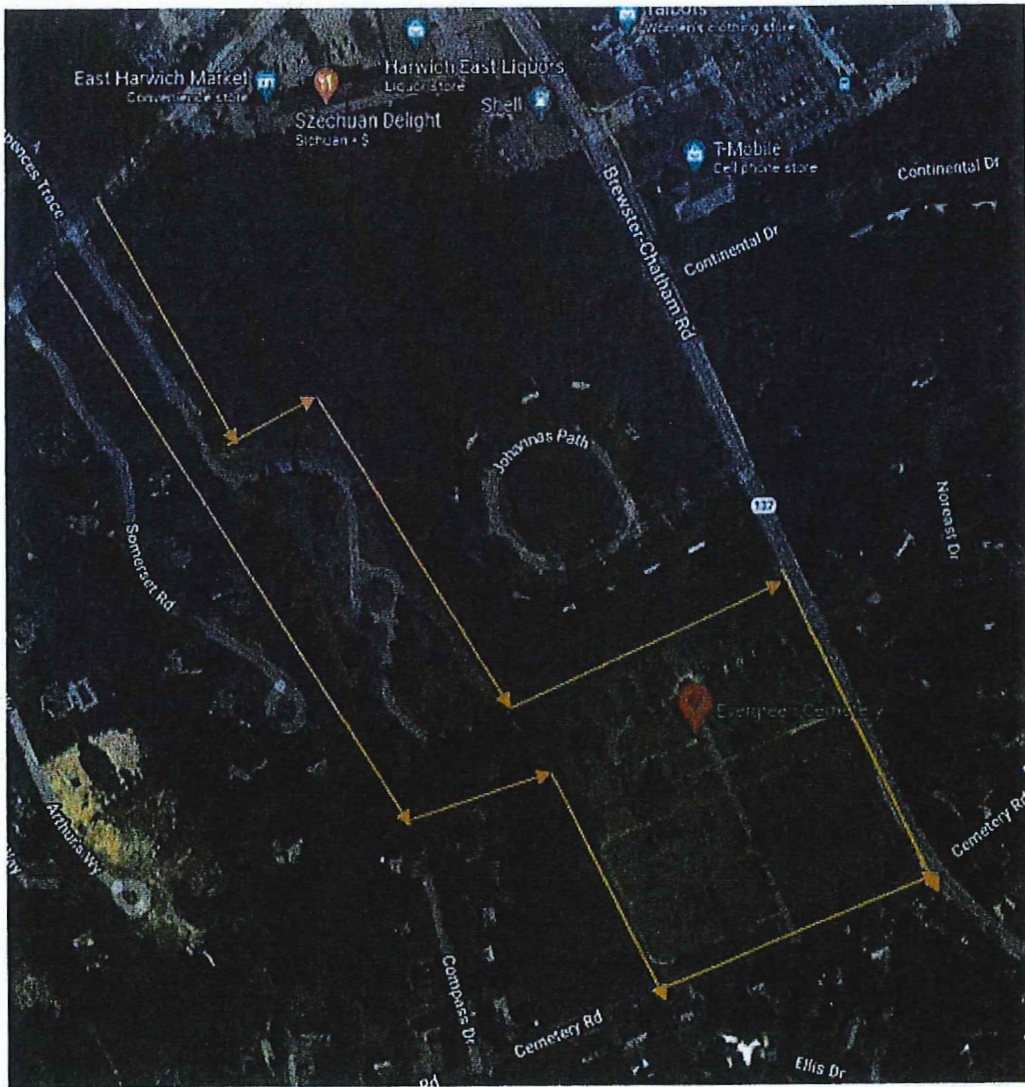
Approved to proceed: Town Administrator or Designee: Joseph F. Powers  
DocuSigned by: 0623C0C5799644E...



## Software require for Evergreen Mapping and Software.

Evergreen Cemetery, 40 Cemetery Road & 1403 Orleans Road, Harwich, MA. (20 acres)

Requests for project to Cemetery Department, 732 Main Street, Harwich, MA 02645





**HARWICH CEMETERY COMMISSION**

**Office**-100 Oak Street, Harwich 02645

**Mail** -732 Main Street, Harwich, 02645

rkelley@town.harwich.ma.us



The following software require for Evergreen Mapping and Software.

Electronic import all cemetery records in Microsoft Access: Evergreen Cemetery, The ability for Harwich Cemetery staff to add additional data entry of smaller cemeteries within the Town of Harwich to be accessed by Mobile App.

Mapping of Evergreen Cemetery's inventory on satellite maps showing the location of each lot and color coding inventory status.

Create Evergreen Cemetery available property listing page on Town Cemetery's website and Mobile App and track visitors' engagement and inquiries.

Fully integrated 360 degree visual image within the inventory maps and sales applications.

Onsite collection of 360 degree images of cemetery roadways, walkways and general property boundaries with roughly a 50 x 50 foot layout. To achieve the desired density of images throughout Evergreen Cemetery, a minimum of 1,000 images are required. Spring to early fall Season to be determined by Cemetery Administrator

Create a visual application and/or player directly on the cemetery website that showcases featured locations of the cemetery and all its 360 degree images for each proposed cemeteries.

Creation of Mobile Sales App for cemetery staff to search records and identify available property on map with integrated 360 views.

Public Mobile App publish an interactive satellite map on the each cemetery enabling visitors to search burials, tours, inventory options, 360 images and memorial pages which included GPS navigation to each location.

Memorial pages for each record, allowing the visitors and/or staff to add pictures, videos and memories to be verified and/or approved by Cemetery Staff.

Training for staff on sales tools and aftercare on properties to allow follow-up with new clients.

Press Release to launch to public.

Including all Annual Costs; including but not limited to Hosting, Backups, Support 365 days a year, Licenses and Fees. **(First year costs to be included in Total Cost)** (Additional 2 years hosting costs to be on separate line item)

Evergreen Cemetery, 40 Cemetery Road & 1403 Orleans Road, Harwich, MA. (20 acres)

If you have any questions feel free to call me at 508-430-7549.

Robbin M Kelley  
Cemetery Administrator.

## Evergreen Cemetery Mapping and Software

Amount Approved: \$32,000.00

<b>TOWN OF HARWICH</b> <b>MAIN STREET</b> <b>HARWICH, MA 02645</b>	<b><u>PRUDENT PROCUREMENT</u></b>			
DEPARTMENT Cemetery Department		DATE: 1/26/2023		
	FIRM CONTACTED	TELEPHONE	ITEM(S) REQUESTED	QUOTE
NAME ADDRESS TOWN CONTACT	<b>CemSites</b> <b>3358 Pittsburgh Road</b> <b>Perryopolis, PA 15473</b> <a href="mailto:chris@cemsites.com">chris@cemsites.com</a> <b>Chris Kuo</b>	724-984-7551	See Below	sent email not bidding
NAME ADDRESS TOWN CONTACT	<b>Web Services of America LLC</b> <b>221 Depot Street</b> <b>Dennis Port, MA 02639</b> <a href="mailto:Steve@capecod.com">Steve@capecod.com</a> <b>Steve Lipman</b>	877-932-1872	See Below	\$30,000.00
NAME ADDRESS TOWN CONTACT	<b>Behar Mapping</b> <b>61 Locust Lane</b> <b>East Rutherford, NJ 07073</b> <a href="mailto:info@beharmapping.com">info@beharmapping.com</a> <b>Ronen Rybowski</b>	609-462-2576	See Below	No response
NAME ADDRESS TOWN CONTACT	<b>WebCemeteries</b> <b>PO Box 14</b> <b>Virginville, PA 19564</b> <a href="mailto:nick@webcemeteries.com">nick@webcemeteries.com</a> <b>Nick Tempe</b>	617-721-1529	See Below	sent email not bidding

- Electronic import all cemetery records in Microsoft Access: Evergreen Cemetery, The ability for Harwich Cemetery staff to add additional data entry of smaller cemeteries within the Town of Harwich to be accessed by Mobile App.
- Mapping of Evergreen Cemetery's inventory on satellite maps showing the location of each lot and color coding

Inventory status

**CONTRACT**

**AGREEMENT FOR EAST HARWICH UNION CEMETERY GRAVESTONE  
CONSERVATION**

The following provisions shall constitute an Agreement between the Town of Harwich, acting by and through its Board of Selectmen, hereinafter referred to as "Town," and Web Services of America, 221 Depot Street, Dennis Port, MA 02639 hereinafter referred to as "Contractor", effective as of the \_\_\_\_<sup>16th</sup> day of February, 2023. In consideration of the mutual covenants contained herein, the parties agree as follows:

**ARTICLE 1: SCOPE OF WORK:**

The Contractor shall perform all work and furnish all services necessary to provide the Town with Mapping and Software for the Evergreen Cemetery, as set forth in Attachment A, including two years of licensing and hosting as described in Attachment A.

**ARTICLE 2: TIME OF PERFORMANCE:**

The Contractor shall complete all work and services required hereunder commencing upon execution of this contract, through December 31, 2023. Once software set up is complete, the Contractor shall provide two years hosting costs.

**ARTICLE 3: COMPENSATION:**

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$30,000.00 for total design including hosting, license fees and support for year one. The Town shall pay the Contractor for hosting and licensing support for year 2 as outlined in Attachment A the contract sum of \$5,700.00. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

**ARTICLE 4: CONTRACT DOCUMENTS:**

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein:



1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

**ARTICLE 5: CONTRACT TERMINATION:**

The Town may suspend or terminate this Agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
2. Violation of any of the provisions of this Agreement by the Contractor.
3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

Either party may terminate this Agreement at any time for convenience by providing the other party written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination from the Town, the Contractor shall cease to incur additional expenses in connection with the Agreement. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date as determined by the Town. Such payment shall not exceed the fair value of the services provided hereunder.

**ARTICLE 6: INDEMNIFICATION:**

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or

claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

**ARTICLE 7: AVAILABILITY OF FUNDS:**

The compensation provided by this Agreement is subject to the availability and appropriation of funds.

**ARTICLE 8: APPLICABLE LAW:**

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

**ARTICLE 9: ASSIGNMENT:**

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

**ARTICLE 10: AMENDMENTS:**

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

**ARTICLE 11: INDEPENDENT CONTRACTOR:**

The Contractor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement and shall not be considered an employee or agent of the Town for any purpose.

**ARTICLE 12: INSURANCE:**

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the

performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

- 1) General Liability of at least \$1,000,000 Occurrence/\$3,000,000 General Aggregate. The Municipality should be named as an "Additional Insured". Products and Completed Operations should be maintained for up to 3 years after the completion of the project.
- 2) Automobile Liability (applicable for any contractor who has an automobile operating exposure) of at least \$1,000,000 Bodily Injury and Property Damage per accident. The Municipality should be named as an "Additional Insured".
- 3) Workers' Compensation Insurance as required by law. Include Employers Liability Part B with a limit of \$1,000,000
- 4) Property Coverage for materials and services being transported by the contractor, as the Town's Property Contract provides coverage for personal property within 1000 feet of the premises.
- 5) Umbrella Liability of at least \$2,000,000/ occurrence, \$2,000,000/aggregate. The Municipality should be named as an "Additional Insured".

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

**ARTICLE 13: SEVERABILITY:**

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

**ARTICLE 14: ENTIRE AGREEMENT:**

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

**ARTICLE 15: COUNTERPARTS:**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a counterpart original.

**CERTIFICATION AS TO PAYMENT OF STATE TAXES**

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A (b), I, Steve Lipman, authorized signatory for the Contractor do hereby certify under the pains and penalties of perjury that said Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

47-3042743  
Social Security Number or  
Federal Identification Number

DocuSigned by:  
Steve Lipman  
Signature of Individual or  
Corporate Name

By:  
Corporate Officer  
(if applicable)



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

CONTRACTOR

TOWN OF HARWICH

By

by its Board of Selectmen (over \$75,000)

DocuSigned by:

*Steve Lipman*

Steve Lipman

Steve Lipman Dir, of Operations

Printed Name and Title

Approved as to Availability of Funds:

\$35,700.00

DocuSigned by:

*Ann Maria Ellis*

Ann Maria Ellis

Finance Director

(\$ \_\_\_\_\_)

Contract Sum

by its Town Administrator Up to \$75,000

DocuSigned by:

*Joseph F. Powers*

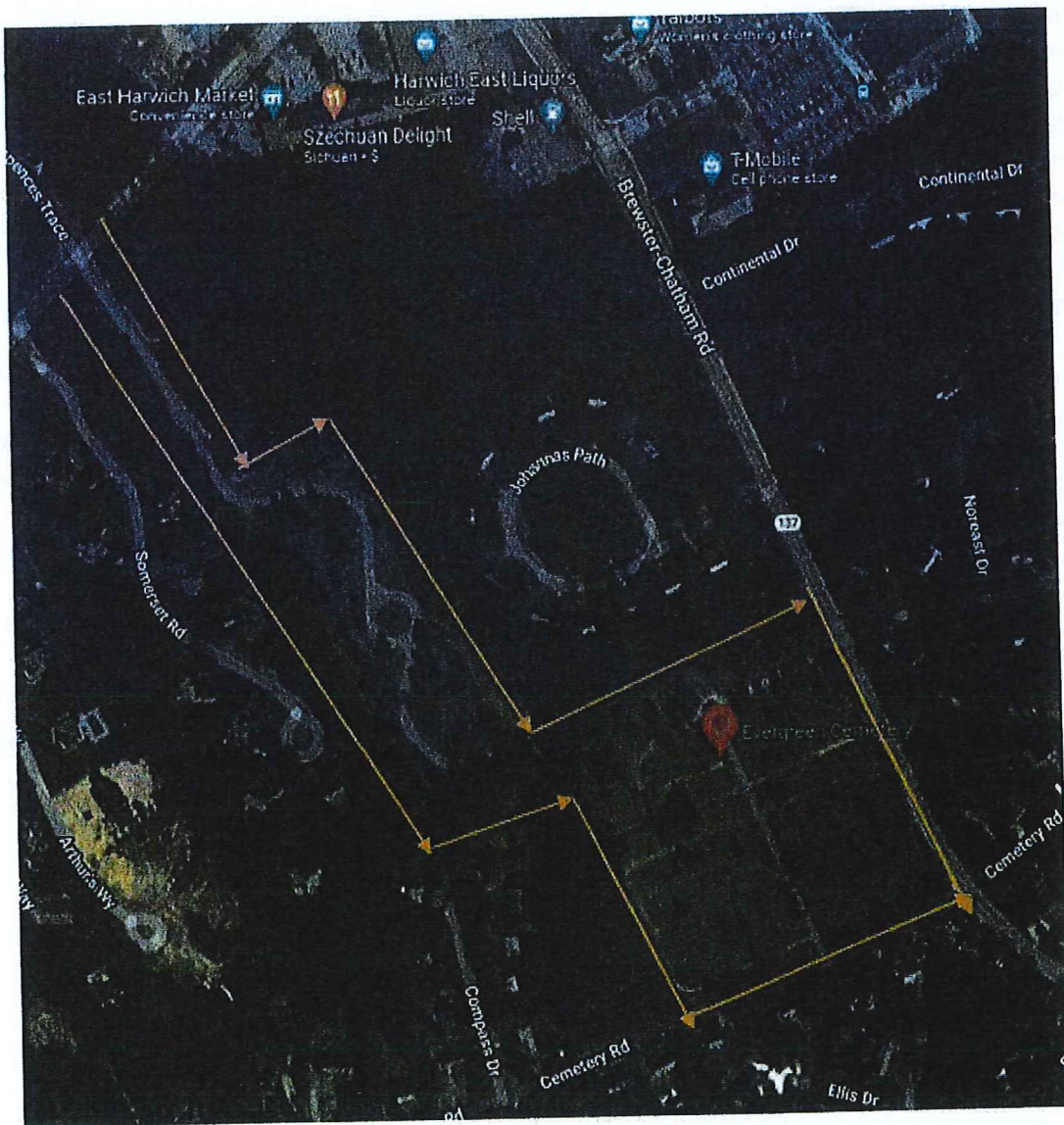
Joseph F. Powers

Town Administrator

## Software require for Evergreen Mapping and Software.

Evergreen Cemetery, 40 Cemetery Road & 1403 Orleans Road, Harwich, MA. (20 acres)

Requests for project to Cemetery Department, 732 Main Street, Harwich, MA 02645





## **HARWICH CEMETERY COMMISSION**

**Office**-100 Oak Street, Harwich 02645

**Mail** -732 Main Street, Harwich, 02645

rkelley@town.harwich.ma.us



The following software require for Evergreen Mapping and Software.

Electronic import all cemetery records in Microsoft Access: Evergreen Cemetery, The ability for Harwich Cemetery staff to add additional data entry of smaller cemeteries within the Town of Harwich to be accessed by Mobile App.

Mapping of Evergreen Cemetery's inventory on satellite maps showing the location of each lot and color coding inventory status.

Create Evergreen Cemetery available property listing page on Town Cemetery's website and Mobile App and track visitors' engagement and inquiries.

Fully integrated 360 degree visual image within the inventory maps and sales applications.

Onsite collection of 360 degree images of cemetery roadways, walkways and general property boundaries with roughly a 50 x 50 foot layout. To achieve the desired density of images throughout Evergreen Cemetery, a minimum of 1,000 images are required. Spring to early fall Season to be determined by Cemetery Administrator

Create a visual application and/or player directly on the cemetery website that showcases featured locations of the cemetery and all its 360 degree images for each proposed cemeteries.

Creation of Mobile Sales App for cemetery staff to search records and identify available property on map with integrated 360 views.

Public Mobile App publish an interactive satellite map on the each cemetery enabling visitors to search burials, tours, inventory options, 360 images and memorial pages which included GPS navigation to each location.

Memorial pages for each record, allowing the visitors and/or staff to add pictures, videos and memories to be verified and/or approved by Cemetery Staff.

Training for staff on sales tools and aftercare on properties to allow follow-up with new clients.

Press Release to launch to public.

Including all Annual Costs; including but not limited to Hosting, Backups, Support 365 days a year, Licenses and Fees. **(First year costs to be included in Total Cost)** (Additional 2 years hosting costs to be on separate line item)

Evergreen Cemetery, 40 Cemetery Road & 1403 Orleans Road, Harwich, MA. (20 acres)

If you have any questions feel free to call me at 508-430-7549.

Robbin M Kelley  
Cemetery Administrator.



Proposal For

# "HARWICH CEMETERY COMMISSION"

## Evergreen Cemetery

### Online Tour & Management Platform

Version 2.0

Prepared by:

Steve Lipman

## Web Services of America, llc.



capecod.com



the  
cape map app



VisitCapeCod.com



StreamPros.net

## Evergreen Cemetery Quote

1. Electronic import all cemetery records in Microsoft Access: Evergreen, The ability for Harwich Cemetery staff to add additional data entry of smaller cemeteries within the Town of Harwich to be accessed by Mobile App.
2. Mapping of Evergreen Cemetery's inventory by satellite and/or by Drone showing the location of each lot and color coding inventory status.
3. Create Evergreen Cemetery Website and Mobile App with available property listing page on Cemetery's Website and Mobile App and track visitors' engagement and inquiries.
4. Onsite collection of 360 degree views/images of cemetery roadways, walkways and general property boundaries with roughly a 50 x 50 foot layout. To achieve the desired density of images throughout Evergreen Cemetery, a minimum of 1,000 images are required. Spring to early fall Season to be determined by Cemetery Administrator.
5. *\*Assumption: There will be no limits set on the storage requirements. However, the quote for storage and hosting will be based on the calculations that will be listed under hosting. Additional charges may be assessed for storage beyond the baseline estimates.*
6. *\*Assumption. Training for staff in the use of the deliverable platform does not include the management of any third party marketing platforms such as Constant Contact. The collection of user inquiries will be gathered and notifications of such inquiries will be sent to the appropriate contact via email. All user inquiries will also be stored within the platform Fully integrated 360 degree views/image within the inventory maps and sales applications.*
7. Link from Town Website to Evergreen Cemetery Website and Mobile App.
8. *\*Assumption: The viewing of any aspect of the platform that is to be played on the towns website will either be done via links to the cemetery platform, or by an iFrame code that the towns website administrator can paste onto the desired pages within the town website.*

(Continued)

9. *Press Release to launch to public.*

*\*Assumption: The press release will be written and distributed by Web Services. The content and salient information regarding the release will be supplied by the center administration. The distribution of the press release will be submitted to all news agencies within Barnstable County.*

10. Including all Annual Costs; including but not limited to Hosting, Backups, Updates to Apps, Support 365 days a year, Licenses and Fees. (First year costs to be included in

11. **\*Assumptions:** Updates to Apps and non-essential support requirements will be done during normal business operation hours. Support is not to be included as public use of the platform based upon the failure due to users not having the lasted supported version of their their browsers or mobile devices updated. Additionally, the lack of wi-fi or cell signals will not be considered as a support issue. The final bid calculation is based on total storage of of 3TB of data stored. Based on the storage requirement of 500 images @ 4mb and the 4 video drone images of 150 gb each this exceeds that requirement by 500 Gbs. Additional storage & bandwidth charges if required will be billed at \$0.06 per gb.

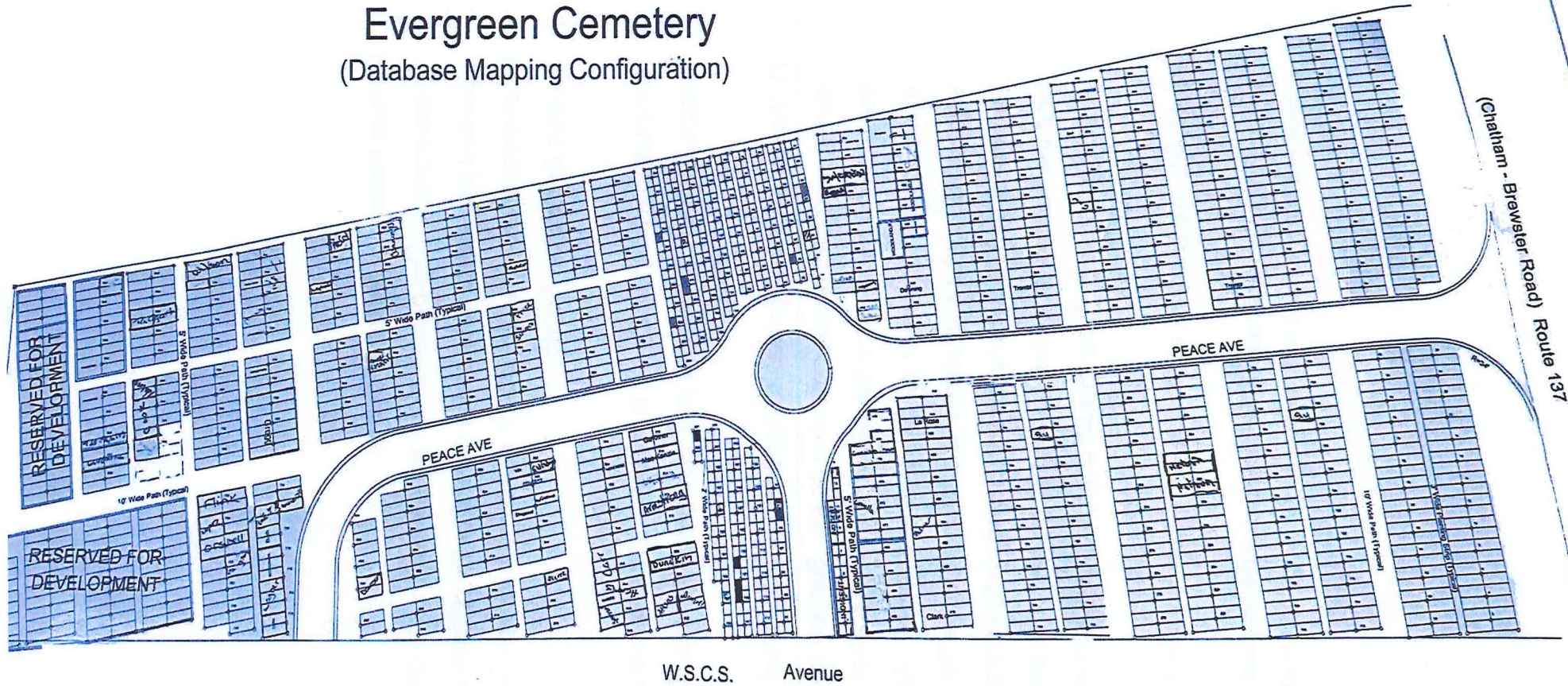
12. Mobile App (Android and Apple) and Website must be ADA Compliant.

13. The Evergreen platform will be the same as the one used at Island Pond. The design of the website and Mobile Apps with uniques to gps mapping design for The Evergreen Cemetery.



# Evergreen Cemetery

(Database Mapping Configuration)



There are 4 quadrants to this section of the cemetery A, B, C, D. Each lot will have the quadrant and lot number assigned in the Database. There will also be color coding indicating which lot is available and which is reserved. The user will be able to reserve the lots that are taken and pay for them. There will be a required form with details filled in by the user that must be completed before can be completed.

- Available
- Reserved

\*Final colors to be selected by client

**Quote For Development, Design, Hosting & Implementation (year 1)**

Web Design  
Customize Platform  
360 Camera Shoot  
Gps Mapping  
Updates to Platform of GPS Plus edited .jpgs

Form design and commerce integration to towns banking account.

Total Design

Including hosting, license fees and support included year one.

A \$2.00 per e-commerce submission fee will be added and billed to the user for each transaction form submitted.

\$30,000.00

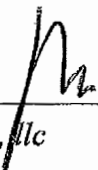
**Hosting, Licensing Support Year 2**

Hosting Fees AWS	2800.00
Includes 2 TB of storage.	
Hosting 360 imaging platform	1900.00
Annual Support and License	1000.00
Total :	\$5700.00

A \$2.00 per e-commerce submission fee will be added and billed to the user for each transaction form submitted.

Anticipated deliver 3-5 Months from approval of bid.

Terms: 1/3rd initial payment, \*1/3rd upon viewing of website platform, 1/3rd upon completion and launch

Stephen Lipman   
Web Services of America, llc

Date: 1 / 24 / 23

\* Viewing of website is not dependent upon 360 images. The Viewing of the 360 Images is dependent upon favorable weather conditions for the taking of quality photographs.



### 12/13/18 Revised Procurement Checklist

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

\*Note: contracts (not grants) **below \$75,000** can be signed by Town Administrator.

- 1. Please provide a **separate page titled "Summary of Project"** which includes:
  - a. Provide how many bidders there were, the range of bids, and apparent low bidder.
  - b. Identify the funding source, such as article number and amount approved.
  - c. Include what you feel is pertinent, but keep this section to 4 sentences or less.

16111002-538000  
\$35,700.00  
PO 23039

2. Finance Director has signed that funds are available: Ann Marie Ellis Account

3. Please provide a single **copy of the bid packet** along with all supporting documents.

4. Please use K-P Law provided standardized contracts.

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

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

Signature of Town Administrator or Assistant Town Administrator: Joseph E. Powers

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