

SELECTMEN'S MEETING AGENDA*

Donn B. Griffin Room, Town Hall

732 Main Street, Harwich, MA

Executive Session 5:30 P.M.

Regular Meeting 6:00 P.M.

Monday, March 6, 2023

Remote Participation Optional:

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

<https://meet.goto.com/918728933>

You can also dial in using your phone.

Access Code: 918-728-933

United States: [+1 \(224\) 501-3412](tel:+12245013412)

**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)

III. PLEDGE OF ALLEGIANCE

IV. PUBLIC COMMENTS/ANNOUNCEMENTS

- A. Committee Vacancies
- B. Update from Elizabeth Harder, Harwich Delegate, Barnstable County Assembly of Delegates

V. CONSENT AGENDA

- A. Accept the following committee resignations effective immediately:
 - 1. William E Stoltz, Planning Board
 - 2. James Managan, Council on Aging
 - 3. Joseph Beasley, Zoning Board of Appeals
- B. Approve Board of Selectmen Meeting Minutes:
 - 1. February 21, 2023

VI. NEW BUSINESS

- A. Discussion on possible uses and Requests for Proposals (RFP) for 204 Sisson Road including, but not limited to:
 - 1. Update from Director of Cultural Affairs on operational status including, but not limited to events, floor plans, building opportunities etc.
 - 2. Request for Proposal (RFP) for cultural program
 - 3. Request for Proposal (RFP) for social/human service uses including, but not limited to an integrative academic program
- B. Debrief on March 4, 2023 Budget Meeting and discussion on Fiscal Year 2024 Budget; Votes may be taken
- C. Debrief on Monomoy Regional School District budget presentation on February 27, 2023; Votes may be taken
- D. Approve the presented changes to the Monomoy Regional School District Regional Agreement and vote to place article on 2023 Annual Town Meeting Warrant
- E. Update on the following Request for Proposals (RFP):
 - 1. Request for Proposal (RFP) for consultant for the local comprehensive plan
 - 2. 62 Route 28 - West Harwich Baptist Church
 - 3. Intermunicipal Agreement (IMA) for 374 Main Street Bog
 - 4. Judah Eldredge property
- F. Vote to approve the following Special Permits:
 - 1. One Day Wines & Malt – Mainsail Events – March 30, 2023 6:00 p.m. to 9:00 p.m. – Event to be held at 204 Sisson Road
 - 2. Road Race – National MS Society – June 25, 2023
 - 3. Road Race – Harwich Chamber of Commerce – June 24, 2023
 - 4. Event – Harwich Chamber of Commerce – Port Summer Nights – Wednesday's 5:00 p.m. to 8:00 p.m. from July 5, 2023 through August 30, 2023

5. Event – Harwich Chamber of Commerce – Annual Fireworks at Whitehouse Field –
September 16, 2023

G. Discussion on Bylaw Charter Review Committee recommendations for 2023 Annual
Town Meeting

VII. **OLD BUSINESS**

A. Discussion on creating a Human Resources position

B. Discussion on proposed zoning amendment articles for 2023 Annual Town Meeting

VIII. **CONTRACTS**

A. Vote to approve five (5) ten-year (10) License Agreements for Fish Shanties located at
44 Harbor Road, Harwich Port.

B. Vote to approve an Intermunicipal Agreement with Barnstable County to dredge Allen
Harbor channel and Saquatucket Harbor channel. Contract not to exceed \$198,000.00.

IX. **TOWN ADMINISTRATOR’S REPORT**

X. **SELECTMEN’S REPORT**

XI. **CORRESPONDENCE**

XII. **ADJOURNMENT**

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

Authorized Posting Officer:

Patience Smith-Cabrera, Executive Assistant

Posted by: _____
Town Clerk

Date: _____
March 2, 2023

PUBLIC
COMMENTS /
ANNOUNCEMENTS

**Town of Harwich
Board of Selectmen Committee Vacancies
March 2, 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
Council on Aging	1
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
Planning Committee - upcoming	1
Real Estate and Open Space Committee	1
Voter Information Committee	3
Youth Services (1 Full/1 Alternate)	2
Zoning Board of Appeals (2 Alternate)	2

Citizen's Committee Vacancy Forms are available on our website

CONSENT AGENDA



STOLTZ BUILDING

HARWICH, MA 02645

RECEIVED
TOWN CLERK
HARWICH, MA

2023 FEB 24 P 2:07

2/23/23

To: Town of Harwich Selectmen

I am giving notice of my wish to resign
from the Harwich Planning Board.

I have served for 20 plus or minus years
and under 7 Town Planners, thank you for
letting me serve the Town of Harwich.

Sincerely
William Estlin



To the Town of Harwich



I, James Mangan, wish to resign from the Harwich Council on Aging Board of Directors effective immediately, February 21 2023.

James F. Mangan

Addressed to the Board of Selectman and Harwich Town Clerk.



Patience Smith-Cabrera

From: Danielle Freiner
Sent: Monday, February 27, 2023 11:37 AM
To: jbeasley@capecodfive.com
Cc: Michael D. MacAskill; Patience Smith-Cabrera; Emily Mitchell; Jennifer Clarke
Subject: FW: Zoning Board of Appeals, Resignation

Good Morning Joe,

Thank you for your service on Zoning Board of Appeals.

Please submit a letter of resignation to the Town Clerk when you have a moment.

Thank you,
Danielle

Danielle Freiner
Selectmen/Administrator's Office
Town of Harwich
ddelaney@town.harwich.ma.us
508-430-7513



From: Beasley, Joseph <jbeasley@capecodfive.com>
Sent: Monday, February 27, 2023 10:52 AM
To: Mary Anderson; Julie Kavanagh; Don Howell; Larry Ballantine; Michael D. MacAskill
Subject: Zoning Board of Appeals, Resignation

Good Morning Town of Harwich Select Board,

It is with sad, but exciting news that I must resign from the Zoning Board of Appeals as of March 30, 2023. I will be moving to the town of Brewster and therefore am unable to serve on this board. It has been an a great experience to be a part of and wish the Board and town the best of luck on their future endeavors. I have alerted Brian Sullivan, Chair already. Please let me know if you need anything further from me.

Thank you,

Upcoming out of office: February 28th

Joe Beasley (He/Him)

**MINUTES
SELECTMEN'S MEETING
TOWN HALL
TUESDAY, FEBRUARY 21, 2023
5:00 P.M. - EXECUTIVE SESSION
6:00 P.M. - REGULAR MEETING
REMOTE PARTICIPATION OPTIONAL**

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

ALSO PARTICIPATING: Joseph F. Powers

CALL TO ORDER

Ms. Anderson called the meeting to order at 5:00 p.m.

Mr. Howell moved that the Board of Selectmen enter into Executive session to discuss the items as listed below and that the Chair has determined that an open session would have a detrimental effect on the town's bargaining position, 2nd by Ms. Kavanagh. The vote was 4-0-0 with Ms. Anderson, Mr. Howell, Mr. Ballantine and Ms. Kavanagh all voting aye by roll call.

EXECUTIVE SESSION

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

Ms. Anderson called the meeting back to order. The Board did come to an agreement regarding item B and have entered into a 3-year agreement with the Harwich Employees Association that will be signed by the Board tonight.

PUBLIC COMMENTS/ANNOUNCEMENTS

Deputy Chief Kevin Considine was present and announced the upcoming polar plunge at Red River Beach on March 18, 2023 at 11:00 a.m. Deputy Chief Considine sits on the leadership council for the law enforcement torch run for the Special Olympics. They raise funds and awareness for those with intellectual disabilities. Last year, Massachusetts raised nearly \$400,000 for the Special Olympics and last year in the United States, over 42 million dollars were raised. Deputy Chief Considine is proud to showcase and bring these events to Harwich.

Brooks Free Library Director Ginny Hewitt was present and reminded everyone that the CLAMS consortium will be upgraded this weekend and will go live on February 27th. Ms. Hewitt reviewed the changes that will take place and said that people can call the library at 508-430-7562, option 1, for assistance. Ms. Hewitt announced some upcoming events that will be happening at the library during school vacation week.

Community Center Director Carolyn Carey was present and announced that the duck event will be tomorrow starting at 8:00 a.m. There are 10 ducks to be found with 20 decoy ducks. Ms. Carey invited everyone to visit the Community Center to view and vote for the ducks on display. There were over 50 ducks submitted for judging. On Friday, the winners of the contest will be awarded. This coming Thursday will be the indoor yard sale from 10:00 a.m. – 4:00 p.m. at the Community Center.

A. Committee Vacancies

Ms. Anderson read the existing committee vacancy list.

B. Azalea Drive Bridge replacement

Mr. Powers announced that next week MassDOT will begin working in the Pleasant Lake village part of town on the Azalea Drive bridge replacement. The estimated duration of work is February 27, 2023 through October 4, 2024. Construction will be Monday through Friday from 7:00 a.m. through 3:30 p.m. The Town Administrator's office has contact information for MassDOT if anyone needs further information.

CONSENT AGENDA

A. Approve Board of Selectmen Meeting Minutes:

1. January 30, 2023
2. February 6, 2023

Mr. Howell moved to approve the consent agenda as listed above, 2nd by Mr. Ballantine and approved 4-0-0.

NEW BUSINESS

A. Approve the following committee appointment recommendations from the Board of Selectmen Interview Committee:

1. Alexa Paige – Harwich Accessibility Rights Committee (HARC) – Full Member - Term to expire 6/30/2025
2. Allan Peterson – Planning Board – Alternate Member – Term to expire 6/30/2023
3. Jean Bulger – Treasure Chest Committee – Alternate Member – Term to expire 6/30/2024
4. Glenn Miemiec – Harwich Representative to Cape and Vineyard Electric Cooperative (CVEC) – Term to expire 6/30/2025

Mr. Howell asked if the CVEC expiration number is correct. Mr. Ballantine and Ms. Kavanagh agreed that the number is correct, but would double check.

Ms. Kavanagh moved to approve the committee appointment recommendations from the Board of Selectmen Interview Committee as listed above, 2nd by Mr. Ballantine and approved 4-0-0.

B. Discussion on potential projects through the Cape Cod Water Resources Restoration Project (CCWRRP)

Joining the discussion tonight are representatives from the Cape Cod Water Resources Restoration Project. Mr. Powers turned the conversation over to Mark Forest who runs the restoration project program.

Mr. Forest provided the Board with a fact sheet regarding the overall program as well as their press release from their last award of funding. Mr. Forest stated that he started his career in Harwich working in the basement of Town Hall and his job was to work to secure grant money for the town, and he has not stopped since. Mr. Forest introduced Martha Craig and Stephen Spear who together have partnered to create this initiative to enhance and improve our coastal resources. They have partnered back almost 30 years working on this comprehensive plan that was approved by congress in 2006. Much of their work is focused on degraded salt marshes, fishery habitats and shellfish habitats. The types of projects that can be funded are culverts, fish ladders, dry wells and sand filters. When looking at these projects, they can be expensive, but are used as remedies to destroy a degraded area.

Ms. Craig is the Cape Cod Conservation District Program Manager. Mr. Spear is the Natural Resources Conservation Service Conservation Planner and Mr. Forest is the Chair of the Cape Cod Conservation District.

Ms. Craig reported that they have worked with all 15 cape towns to come up with different project types. There were a number of projects that were implemented in 2010, which included Red River beach and multiple storm water remediation projects that had strong success. She went on to briefly review projects that are still on the list which include upper cold brook fish passage, route 124/bike path, Depot Street culvert/bike path, Punkhorn Road, West Reservoir and Lothrop Road salt marsh. NRCS is willing to fund 75% of the estimated construction in some future time and the town would be responsible for the 25% non-federal finding match.

Ms. Craig went on to say that they have worked with staff to find out what the different town priorities are and then would make a request to NRCS for funding. Town staff have indicated that the upper cold brook passage and Route 124 bike path are priority projects. What was discussed was technical assistance which would be for the design and studies of these structures. It would be design money and potentially down the road for construction management. NRCS would cover 100% of the funding for technical assistance with a 0% match requirement from the town to help move forward. When it comes time for construction, the town would have had an opportunity to work on their construction funding match.

Mr. Spear emphasized that projects discussed were done so in consultation with town staff and that they believe in a locally led process. The Town of Harwich will be a partner in these projects and will be involved in all of the design steps and would be responsible for permitting. The consultants can assist with the ingredients of permitting, the design work and some of the ecological assessments. Ms. Craig added that the art of their job at the district is to help the town with the agreements.

Mr. Ballantine asked what the timeline would be. Mr. Forest responded that for technical assistance, that it would be helpful to have direction from the Board to earmark funds for Harwich. After further discussion, it would be recommended that the Board vote to authorize the Town Administrator to enter into an agreement with NRCS for assistance under this program. NRCS would offer to help draft the resolution. Mr. Forest added that the ask would need to be submitted in March and that the paperwork would be signed over the summer. After this, there would be 5 years to do the technical design work and then once construction funds are received, you would have 5 years to implement the project.

Mr. Ballantine asked if the town would be obligated to carry through with the project if we find that we cannot make it happen. Mr. Spear responded that the team envisions that there may be circumstances where the town might not be able to move forward with a project, but is hopeful that Harwich would be serious about moving forward. Ms. Craig stated that the district is there to help the town with these agreements and they are looking forward to what might be needed in the future to start thinking about what the non-federal match might be, which would include state grants.

Mr. Forest said that usually projects that make the priority list will also make the priority list of other state agencies as well. He feels that Harwich's projects would rank reasonably high with the other non-federal agencies.

Natural Resources Director Heinz Proft was present and provided clarification on the fish passage work request.

Mr. Howell commented that this is a great thing and would be wonderful for Harwich but asked for clarification on the technical assistance funding. Ms. Craig responded that there would be no obligation for the town to move forward past the technical assistance portion.

Ms. Kavanagh asked how long it would take if the Board were to vote this forward. Ms. Craig responded that they would compile the requests and send them in the next couple of weeks for review. NRCS would look to work with the town to enter into an agreement sometime in August. After the agreement is signed, then the funds would be available on a reimbursement basis. Depending on the consultant, this could take a year. Mr. Spear added that the design work could take 1-2 years and then permitting which could take at least another year followed by finishing the design which could be 6 months to a year. He noted that NRCS already has a study underway for upper cold brook. Harwich would probably be looking at 3 years at least before looking at construction.

Ms. Kavanagh asked if the town would have to go out for a request for proposal. Mr. Powers responded that where it is technical assistance and government agencies, this would be more along the lines of an intermunicipal agreement. A RFP would be for construction work going forward. Since the technical assistance is a reimbursement, the town could seek use of the Community Preservation funds which could prime the pump for construction permits in the future.

Mr. Powers stated that he has talked with the involved town staff and that a resolution will be brought back before the Board for a discussion and vote next week.

C. Discussion on possible amendments to the Town Administrator's Fiscal Year 2024 Operating Budget

Mr. Powers provided the Board with a document that reflects information based on last week's Board recommendations. Mr. Powers drew the Board attention to lines 24 through 26 which are the Administration budget. What has been added to this budget is the creation of the Human Resources Administrator. The salary line includes an amount of \$95,000.

Mr. Howell stated that he has given a lot of thought to this position and would like to know how it is viewed organizationally. Mr. Howell feels that the position should be a direct report to the Selectmen. Ms. Anderson agreed and asked if it matters where the items sit in the budget. Mr. Howell responded that the location does matter because it depends on who has the oversight.

Mr. Ballantine pointed out that this will be the 3rd position that will be added in the last year. He would like to see everyone understand what is being presented if we are going to move forward.

Ms. Kavanagh stated that she is fine with however this moves forward and would like everyone to understand that we are seeing a taxation on our departments. She would be ok with this position being a separate article as well as having it in the budget.

If given a preference, Mr. Ballantine would like to look at protecting the existing staff before we add another staff member. Ms. Kavanagh stated that she agrees on that platform, but added that we have lost a lot of personnel over time and that does cost the town money. She added that it is imperative that staff have a neutral place to go for human resource matters.

Ms. Anderson feels that this position should have its own article in the warrant.

Mr. Powers responded to all that he did not understand this to be a senior executive level position, so asked that the Board reconsider the salary level. If the position were to report to the Selectmen, the discussed salary of \$85,000-\$110,000 would be on the low end. If the Board were to consider it being a senior executive position, the salary would trend closer to \$130,000.

Mr. Powers reviewed the request from the Conservation Department for the addition of a position for counter and administrative support. The amount of this request is \$23,784.

Mr. Howell stated that this is one position that he can rationalized and that it is not a budget buster. We currently do not have the ability to follow up and hold people accountable because of staffing levels. Ms. Kavanagh added that the sheer volume of what the Conservation Department is dealing with is large and that she fully supports the request.

Ms. Kavanagh took a moment to mention that the early childhood education item would be another warrant article.

Finance Director Ann Marie Ellis was present and walked the Board through the changes that got us to the latest sources and uses table. The document provided is the response to correct receipt applications to the FY24 forecast budget in keeping with proper accounting procedures. Ms. Ellis briefly reviewed the changes made to the Harbormaster budget as well as the Department of Public Works. We want to make sure that no charges are getting placed against a revenue and that no revenue is being placed against an expenditure.

The town has received the actual FY24 health insurance rates and the actual amount is \$5,342,192 which resulted in a reduction of \$250,077 from the previous forecast. The last change to the sources and uses document is the revision of the Town Administrator's forecast for the town operating budget of \$29,951,951, leaving \$1,309,154 remaining in net sources and uses. Ms. Ellis provided the Board with a new sources and uses document including backup to show the change to revenues and the Town Administrator's expenses.

Ms. Anderson noted that her biggest concern is that this is the 4th revision of this document in a couple of weeks. She asked if we are confident that this is the final various. Ms. Ellis responded that she is as confident as she can be.

Mr. Howell asked where the water/wastewater budget is in these documents. Ms. Ellis responded that they are a separate enterprise fund. Mr. Howell responded that they still have to get appropriated funds from Town Meeting and that we need to produce a budget no matter what the source of funding is. Mr. Powers responded that those have traditionally been under separate articles with separate spreadsheets. Tonight is to focus on the operating budget which is the general fund. Further detail will be provided at the March 4 budget discussion.

Mr. Howell said that there is no way of knowing how reasonable a general fund transfer is without knowing what the receipts are. Mr. Powers responded that enterprise fund receipts do not impact upon a general fund operating budget.

Mr. Ballantine stated that in a broad way, we keep increasing the number for local receipts, which is a little scary to him. He would like to make sure that it is clearly defined on how funds will be used.

Mr. Howell wants to be able to recognize reasonable receipts and that we don't end up in 7, 8, or 9 million dollars of free cash.

Ms. Kavanagh asked if the cherry sheets represent hard numbers. Mr. Powers responded that we would not have hard numbers until March 1 when we hear the Governor's budget. We have been hearing from the state house that they are not looking to do any harm and that we are not expecting a change either way on the numbers.

Mr. Powers drew the Boards attention to and briefly reviewed the semi fixed cost numbers as provided.

Mr. Powers stated that based on the discussion about the Human Resources Administrator being a senior executive position, the number in the budget would have an increase of about \$35,000. The overall budget number on the sheet that would be transmitted to the Finance Committee would be \$30,089,948 which represents a 3.35% increase over the original budget a year ago and a dollar increase year over year is \$973,953.

Mr. Ballantine asked for clarification on the previous Board discussion regarding the number of firefighters proposed to be added versus the numbers provided. Mr. Powers responded that he spoke with Fire Chief David LeBlanc and that the numbers did not need to be modified, but simply the explanation. Chief LeBlanc had said that even though it costs more to bring in a new position, there will be a significant cost savings in the overtime line. Mr. Howell would like to be sure that it is disclosed what we are bringing in as the obligation.

D. Per Town of Harwich Charter Chapter 9, Section 3, Clause 9-3-2 vote to recommend the Fiscal Year 2024 Budget to the Finance Committee

Mr. Howell read section 9-2-6 of the charter which explains that we need to have a complete financial plan for all town departments, outside of revolving funds. Mr. Ballantine commented that Mr. Howell brings up a good point that that his issue is more relating to timing, recognizing that the Board has not had their March 4 meeting.

Mr. Ballantine moved to recommend the Fiscal Year 2024 budget to the Finance Committee as a working document, 2nd by Ms. Kavanagh and approved 3-0-1 (Howell abstained).

Ms. Anderson asked what is the commitment date is to get the budget to the Finance Committee. Mr. Powers responded that it is on or before the 4th Tuesday of February.

E. Affirm the Town Administrator's appointment of Betty Clark Macleay as the Treasurer/Collector

Mr. Powers presented for the Board's affirmation the appointment of Betty Clark Macleay. Mr. Powers reviewed the memo dated February 17, 2023 and stated that if affirmed, Ms. Macleay would begin employment on March 8, 2023.

Mr. Howell noted that he did review the entire file of all applications and that Ms. Macleay is clearly head and shoulders over everyone who applied.

Mr. Howell moved to affirm the Town Administrator's appointment of Betty Clark Macleay as the Treasurer/Collector, 2nd by Ms. Kavanagh and approved 4-0-0.

- F. Vote to accept the proclamation submitted by Josh Winston and announce the month of June will be named Pride Month

Mr. Howell state that this is about pride for Harwich, not just one specific group. He commended Mr. Winston for the idea and the well written proclamation. Harwich has a long history of being inclusive. Ms. Anderson agreed.

Mr. Ballantine moved to accept the proclamation submitted by Josh Winston and announce the month of June will be named Pride Month, 2nd by Mr. Howell and approved 4-0-0.

- G. Approve the One day Wines and Malt Special Permit for Cranberry Festival Music Concert at 204 Sisson Road on March 18, 2023 6:00 p.m. to 10:00 p.m.

Mr. Howell moved to approve the one day Wines and Malt Special Permit for Cranberry Festival Music Concert at 204 Sisson Road on March 18, 2023 6:00 p.m. to 10:00 p.m., 2nd by Mr. Ballantine and approved 4-0-0.

- H. Approve a 2023 Annual Common Victuallers license renewal for Capeside Kitchen Inc. d/b/a Capeside Kitchen – 537 Route 28

Mr. Howell moved to approve a 2023 Annual Common Victuallers license renewal for Capeside Kitchen Inc. d/b/a Capeside Kitchen – 537 Route 28, 2nd by Ms. Kavanagh and approved 4-0-0.

- I. Vote to waive the Right of First Refusal for the sale of 9 Gomes Way

Mr. Powers reviewed the request.

Mr. Howell moved that the Board of Selectmen vote to waive its right to purchase the property owned by Karen Tromp, located at 9 Gomes Road, Harwich, said right created under an Affordable Housing Restriction recorded with the Barnstable County Registry of Deeds in Book 24172, Page 296 and further move that the Board vote to waive its right to locate an eligible purchases under said Affordable Housing Restriction, 2nd by Ms. Kavanagh and approved 4-0-0.

- J. Approve the temporary closure of WFS Restaurant Group, Inc. d/b/a Red River Barbeque – 787 Route 28

Mr. Ballantine moved to approve the temporary closure of WFS Restaurant Group, Inc. d/b/a Red River Barbeque – 787 Route 28, 2nd by Ms. Kavanagh and approved 4-0-0.

OLD BUSINESS

A. Update on Opioid funding and vote to accepted the present plan

Health Director Katie O’Neill was present remotely. As stated in the memo provided, the opioid funding recommendations have been found to match the state guidelines for expenditures and reporting.

Mr. Howell gave one final pitch that the team reconsider the beginning age for some of their educational efforts. Health Director O’Neill responded that they did follow up with the school and that the program that they are asking for would begin in 6th grade.

Mr. Howell moved to accept the presented plan regarding the use of opioid funds, 2nd by Mr. Ballantine and approved 4-0-0.

B. Vote to approve the Request for Proposals document for the Fiscal Year 2024 Human Services Grants

Mr. Howell and Ms. Anderson asked if they would need to recuse themselves. Mr. Powers responded that it would not be an issue and that due to the rule of necessity as long as they both disclose that they have a financial interest, they could vote on the matter.

Mr. Howell and Ms. Anderson both disclosed that they have a financial interest in these grants and that they are comfortable in voting because they are not voting the funding, but voting the pool of money.

Ms. Kavanagh moved to approve the request for proposals document for the Fiscal Year 2024 Human Services Grants, 2nd by Mr. Ballantine and approved 4-0-0.

C. Discussion on Zoning Amendment Warrant Articles for 2023 Annual Town Meeting

Mr. Powers noted that there has been some confusion and that staff was not sure if there was going to be a discussion on what the Director of Planning and Community Development is working on. The planner is scheduled to come before the Board of Selectmen next week.

Ms. Kavanagh said that she went to the Planning Board meeting and that one of the things being discussed was changing our bylaw to make accessory dwelling units easier. Ms. Kavanagh had proposed that we simplify the ADU bylaw language to be such that it would be brought down to 10,000 square feet in any district, remembering the fact that we have properties in the campground that have less total land than that. Applicants would be able to apply and would need to meet other various parameters including parking and setbacks. At the meeting, Ms. Kavanagh stated that she was not speaking on behalf of the Board but that she knows everyone has an interest in addressing the situation. Ms. Kavanagh also mentioned that we may want to look at adding a definition of work force housing into our bylaw.

Mr. Howell added comments about the number of bathrooms on a property. Ms. Kavanagh clarified that it is the number of bedrooms that impacts the septic system design flow. It would not be a look to add number of bedrooms, but to reorganize where the bedrooms are on the property.

Mr. Ballantine feels that if we are serious about this, we need to make it as simple as we can.

CONTRACTS

- A. Accept and authorize the Chair to sign the Massachusetts Cultural Council Grant in the amount of \$7,800

Ms. Kavanagh moved to accept and authorize the Chair to sign the Massachusetts Cultural Council Grant in the amount of \$7,800, 2nd by Mr. Howell and approved 4-0-0.

- B. Approve the Massachusetts Cultural Council District Improvement grant for Harwich Port in the amount of \$15,000

Ms. Kavanagh moved to approve the Massachusetts Cultural Council District Improvement grant for Harwich Port in the amount of \$15,000, 2nd by Mr. Howell and approved 4-0-0.

- C. Approve the Massachusetts Cultural Council District Improvement grant for Harwich Center in the amount of \$15,000

Ms. Kavanagh moved to approve the Massachusetts Cultural Council District Improvement grant for Harwich Center in the amount of \$15,000, 2nd by Mr. Howell and approved 4-0-0.

- D. Approve Campbell Construction Group, LLC Change Order 1 for the Brooks Academy Museum basement renovation in the amount of \$8,798

Ms. Kavanagh moved to approve the Campbell Construction Group, LLC Change Order 1 for the Brooks Academy Museum basement renovation in the amount of \$8,798, 2nd by Mr. Howell and approved 4-0-0.

TOWN ADMINISTRATOR'S REPORT

Mr. Powers announced the hiring of Stephanie Johnson as the Executive Assistant in the Health Department as well as the hiring of Andrew Walsh as a Custodian under the Department of Public Works.

SELECTMEN'S REPORT

No report was given.

CORRESPONDENCE

No correspondence was discussed.

ADJOURNMENT

Mr. Ballantine moved to adjourn the meeting of the Board of Selectmen, 2nd by Mr. Howell and approved 4-0-0.

Respectfully submitted,
Jennifer Clarke
Recording Secretary

DRAFT

NEW BUSINESS

Prepared for Select Board Meeting Monday March 6, 2023

Department of Cultural Affairs

Report and Analysis on 204 Sisson Road

Prepared by: Kara Mewhinney, Director of Cultural Affairs

Material Content:

1. 204 Action Guide
2. Concept: The 204 “Cultural Arts Municipal Building”
3. Cultural Programming Overview
4. Floor Plan of 204 Sisson Road

Action Plan Proposal

The 204

Department: Cultural Affairs

To serve as the Bridge between two Cultural Districts and the community
gathering point for all to enjoy.

TABLE OF CONTENTS

Introduction	3
1. Executive Summary	4
2. 204 Overview	6
3. Program Description	8
4. Market Analysis	9
5. Operating Plan	11
6. Marketing and Sales Plan	14
7. Financial Plan	15
Appendix A-Proposed Operating Plan.....	16
Appendix B-Proposed Long Term Studio Plan.....	19
Appendix C-Proposed Event Rental System.....	20
Appendix E-Proposed Tech Plan	23

INTRODUCTION

204 Sisson Rd was originally built in 1937 as the town's high school. When the high school moved to Oak Street in 1964, the building took on a second life as the town's middle school. In 1986 the building was closed for significant renovations and reopened in 1992. In 2013, when the towns of Harwich and Chatham merged to create Monomoy School District, a new middle school was built to house both towns' student populations, leaving this building unoccupied. In the fall of 2014, the building ceased to be a school department property, and took on yet another chapter, as a municipal building. In 2015, plans began to repurpose the structure for the Harwich Cultural Center.

Since 2016, it has been known as the Harwich Cultural Center and has offered a professional workspace to creatives of all types - a rare resource on the Cape. Harwich Cultural Center also serves a critical role as an affordable rental space for community organizations, civic groups, and individuals to engage in cultural, recreational, social, educational, community service, civic and governmental activities. The center is a cooperative effort between the Town and our greatest resource - the creative, local individuals that help to make our town a destination for visitors from around the world. The Harwich Cultural Center provides a valuable "launch space" where individuals can actualize their creative gifts and contribute to our local economy.

Whether they are engaged in the visual and performing arts, the health and wellness of others, or in the generation of ideas for the town's future, the building's occupants and visitors strive to impact town culture in ways that **#InspiresHarwich** with the **#PowerOfCulture**.

Preserving and expanding arts and culture in Harwich

1. EXECUTIVE SUMMARY

The 204 formally known as the Harwich Cultural Center and the Harwich Middle School was formed originally to address a need for “artist launch space” within the Cape Cod Region. The Town of Harwich had a surplus building that was immediately occupied by various groups within the town of Harwich. Then came along over 40 artists, creatives, and makers. To date the 204 has housed events of all types from live music performances, ballet performance, craft fairs, and open studios to name a few. The goal still remains the same to provide the year round community and the booming tourism community a place that they can gather, create, and partake in many programs and activities we have to offer.

With the bar held high the 204 now serves as the bridge between two newly State Designated Cultural Districts which will certainly put the Town of Harwich in the spotlight not only locally but regionally. The lessons learned over the years by valuable community input and gathering has shown that the community is searching for a space for community gathering purposes but a place to peruse their creative spirit and provide opportunities and resources for not just the creative souls but our residents and visitors.

The need for Arts and Culture representation in the Town of Harwich and on Cape Cod remains a critical need. On a state level the need for Artist Studio space is at an all time high. The added benefit of economic development, job creation, and tourism will enhance the towns overall financial growth and development of the facility. The 204 Cultural Arts Municipal Building will serve as an integral part of the Cultural Districts within the town and will provide the town and the Cape Cod region a place that all community members, partners, and others alike will be able to use.

- **Opportunity:** A mixed use municipal facility that offers studio rental space for artists, creatives, and makers, an event rental space for organizations, individuals, and groups to provide programming on many levels as well as a Recreation Programs.
- **Mission:** Enhance and enrich the quality of life for residents and visitors by coordinator and supporting activities that promote arts and culture while serving as an economic driver to the Town of Harwich.
- **Expected Outcomes:** We will provide programs and activities year round covering all areas of culture with a focus of art, music and culinary arts as a primary driver to the economic growth in the facility.
- **Market focus:** Year Round Residents, Visitors, Summer Residents

- **Competitive advantage:** Most available Studio Space, Largest Square footage available, and multiple rental opportunities for a diverse group of organizations and individuals.
- **Ownership:** Director of Cultural Affairs will execute the mission and vision for the center
- **Expected returns:** Increased Revenue, Increased Awareness, Increased Volume

2. 204 OVERVIEW

- **Company summary:** The 204 serves as a Mixed use Municipal Building that is home to some town offices, 40 Artist studios, and several multi-purpose rooms for event and group Rental Space for a variety of events and programs. The 204 is a municipally owned and operated facility working with individuals, companies, organizations and others to deliver high quality programs and events. Now that the Town of Harwich has received their formal Cultural District Designation for both Harwich Center and Harwich Port this facility will serve as the bridge between the two and the community gathering place for many events and programs of many levels and variety.
- **Mission statement:** The mission of the Cultural Affairs Department is to administer the cultural development agenda, support equal access to arts and culture throughout the town, and to execute programs and events that support department goals. With the pending designation of two Cultural Districts, the Department of Cultural Affairs is working to network with groups, businesses, community partners, and creatives to put together the arts and cultural resources that the community has to offer
- **Services:**
 - Promotion of creative design through renting affordable studio space at The 204
 - Rental space availability at The 204 for community partners, organizations, and others to use for cultural programming needs.
 - Promotion of cultural programs and events within the Town of Harwich in all seven villages
 - Attract new residents and visitors through the promotion of cultural offerings and activities
 - Provide networking and collaborative support for all artists, creators, and makers within the Town of Harwich through events and related workshops
- **Market:** Year Round residents, Community Members, Businesses, and Summer Visitors and Residents.
- **Operational structure:** Oversight of center is by the Director of Cultural Affairs under the director of the Town Administrator. Future employment opportunities to enhance job creation are proposed based on program development and enrollment: Program Coordinator, Special Event Coordinator, Culinary Arts Coordinator, Marketing Coordinator, and AV Technician. These will be dependent of sourcing of funds in addition to program needs as the facility grows over time. These are not immediate openings nor granted positions. For any proposed labor use the fee structure would need to be designed to accommodate for cost so that there is no budget implications.

The Fee structure would be designed that there is an Rental Fee, Labor Fee, Technology Fee.

- **Financial goals:** Self-Funded facility through the Revolving Account. All revenues earned should be applied to the revolving account and that is what will be used for operational overhead costs. Grants will be applied for throughout the year that will help support facility improvement, programs, youth programs, festivals and other events.

3. PROGRAM DESCRIPTION

- **Opportunity:** The Arts and Culture within Cape Cod is live and well. The issue that has been identified is that available studio space for artists is lacking across the region. In addition to but not limited to the available artist, music, and culture resources are not readily available without a membership fee. The 204 provides a community resource, cultural asset, and facility to facilitate much needed programming for the region as it relates to Cultural Affairs as a whole. There would be no need for membership fees meaning all are welcome and come to enjoy the many programs if they choose. Program fees would be established for most programs, other events will be free community events.
- **Product overview:** Community Classes, Programs, and Offerings will become available for individuals, groups and organizations to take part in. The Facility also has rental opportunities for individuals, businesses and organizations to use for their various meetings and event needs that will serve the community.
- **Key participants:** Local Artists, makers, and crafters. Town of Harwich Chamber, Harwich Cultural District, Harwich Cultural Council, Cape Cod Region Cultural Districts, 204 Stakeholders, Cape Cod Chamber.
- **Pricing: Current 2022**
 - Long Term Studio Rentals: Range \$100-\$750
 - Event Rentals; Currently all spaces are reserved for \$100/3 hours of time.
 - With current climate conditions and room conditions these rates must remain where they are. In the following booklet find Proposed Operating Plan Appendix A and Event Rental Appendix B to see what modifications and price increases can be made for a profitable ROI.

4. MARKET ANALYSIS

- **Industry type:** Artist Studio Space. Event Rental Space
- **Market segmentation:** Artist Gallery Space, Auditorium/Concert Rental, Conference Room Rental.
- **Competition:**
 - Artists Gallery Space-Personal Gallery/Studios Locally
 - The Commons-Provincetown-Long/Short Term Studio Leases
 - Cape Cod Cultural Center- Yarmouth
 - HyArts Campus-Hyannis-Artisan Shacks and Studio Leases
 - Meeting House Clay Center
 - Cape Cod Museum of Art
 - Boys/Girls Club of Cape Cod-Gymnasium Rental Space
 - Cape Cod Challenger Club-Gymnasium Rental Space
 - Cape Space-Art Classroom/Meeting Room Rental Space
 - Cotuit Center for the Arts, 168 seat Theatre Rental, Classroom/Gallery
 - Cape Cod Community College Tilden Arts Center
 - Eastham Music Hall- Elks 200 Seat Open Room Rental, Live Performance
 - Cape Cinema, 300 seat theatre

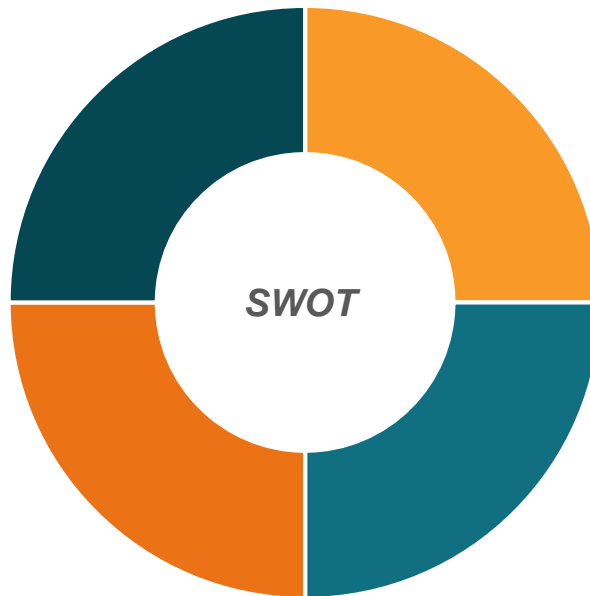
SWOT analysis:

STRENGTHS

- Most Available Studios
- Most Square Footage available for rent
- Variety of Spaces for rent
- Geographical Location

OPPORTUNITIES

- Improve and Repair systems
- Enhance key areas for immediate ROI
- District Focus



WEAKNESSES

- Outdated Facility and Systems
- Lacking proper climate control and air circulation
- Community support internal/external
- Need for Repairs exceeds \$1M

THREATS

- Ongoing COVID19 impact
- Funding
- Community Focus
- Staffing Turnover
- Market Year Round Residents vs Summer Residents
- Older Population
- Lack youth involvement

5. OPERATING PLAN

The 204 is a municipally owned and operated facility in the Town of Harwich MA. This facility serves as a mixed use rental facility for cultural and recreation programming needs. It has been traditional working with many individuals and groups to deliver their cultural and recreational programming needs since 2015. In 2017 the first artists and makers were introduced to the facility and many rentals began to take place shortly their after which began the development of the revenue stream into the revolving account. The 204 continues to create relationships and harness a good rapport in order to market the facility worth. By working with these clients, renters, and businesses alike we are able to bring shows, events, festivals, and programs to the town for the communities' enjoyment. It will also drive economic development and resources.

- **Rental Services:** Long Term studios remain on a waitlist. Short Term Rental Space, Classes/Workshops See Appendix B for the Proposed Long Term Studio Plan
 - **Long Term Studios Variable rate based on room size \$100-\$750**
 - **Short Term Rentals All are \$100 for 3 hours of time. See Proposed Event Rental System located in Appendix C**
 - Auditorium 230 seat auditorium with main stage, no AV
 - Courtyard Open floor plan
 - Front Lawn Open floor plan, great for Markets, Expos, Festivals
 - Rear Lawn Open floor plan, great for overflow parking, markets, festivals, circus, tented events
 - Music Room Capacity 50 persons in variable set up
 - Gymnasium Open Floor plan, Recreation use, festival, fairs, blood drives, fitness/health events
 - Library Open Floor plan, 150 persons in variable set up
 - **Classes/Workshops & Meeting Space. Fee structure is \$15.00 per class 8 classes maximum. No structure for meeting rental**
 - Music Room/Green Room-Meeting space rental

- Cafeteria
 - Creative Suite-Former Administration Office- Meeting Space Rental
- **Seaside Marketplace currently is home to 4 artists shacks located at the Saquatucket Marina. Within these shacks artists, creators, and makers can currently rent the space from June through September yearly. Rates are \$200 for a week.**
 - **Payment Schedule:** All payments are made via online, cash, or check per the terms in the contract signed by the event contact, program instructor, or artist. Payment fee structure should be evaluated every three years for potential growth or opportunities to raise rates. Fee schedule should had the opportunity for rate add on's when labor, technology or supplies are warranted with the particular event or program taking place.
 - **Technology:** Wifi is available in the Library, Auditorium, Creative Suite. These areas are the most generally used spaces that offer community support.
 - **Key Stakeholders:** Town of Harwich Chamber, Cultural District Partners, Local Artists, Local Creative Organizations and Individuals, Cultural Council, Community Members, and Harwich Cranberry Festival. Many planned relationships have been developed in conversation with organizations and groups that will allow for an enhanced offering in programs and services. It is also anticipated that as events are evolving the need for a preferred vendor listing is recommended to mitigate damage and risk. Working with trusted and vetted vendors allows the Town to have someone in their corner to ensure that the systems and policies are being upheld to. This provides us the chance to ensure that when individuals, groups, or organizations are coming in to access the facility we have the appropriate items in place. All of these fees are incurred by the renter of the facility for their program. We simply put the practice in place to monitor and oversee the production side of it all to ensure best for the facility. A proposed vendor list is in the process of being created as we work with area individuals and regional groups to ensure the highest quality and level of support can be accommodated.
 - **Key employees and organization:** Director of Cultural Affairs has an advance background in Emergency Management Planning, Emergency Training, Policy Planning, Policy Writing, Event Management, Municipal Venue Management, Event Planning and Community Engagement Marketing to name a few. Future trainings should be monitored and gauged based on needs and ROI for all employees. All staff at the 204 should be certified in the following: MA Crowd Manager, Serv Safe with Allergan, Basic Event Safety, Bloodborne Pathogens, CPR/AED, and First Aid. Most of these trainings can be conducted in house or at a low rate. By having a training program

we set ourselves up for the highest rate of success in all areas to ensure not just facility safety but guest safety as we welcome many in the community.

- **Facilities:** Municipal Building at 204 Sisson Road. Artisan Shacks at the Seaside Marketplace located in Saquatucket Marina, Future Artisan Shacks on Front lawn of the 204.

6. MARKETING AND SALES PLAN

In order to have the most success with Marketing we will need to engage in a variety of mixed media publications. Our efforts should not be limited to social media, we should engage local newspapers with the emphasis being on the Chronical (highest viewership), along with radio station advertisements, working with the local chamber, business, and groups. The 204 is a key component to the Cultural Programming offerings for the Culture Districts as it provides the most available space for offerings and the long term studio lease rentals. The Facility should be consider the place where both districts come together but the community gathering point for all.

- **Key messages:** #InspireHarwich #PowerofCulture #HarwichCulture should be used to find likeness between posts. All social Media Campaigns should be per the marketing schedule and fall within the rules for social media posting. All posts for social media marketing should serve for all, never political, never take sides and never target one type or individual. Open community is the best base for focus target market. The marketing will not engage in any negative language and or conversations that have a direct impact with a negative tone. Information that will be shared will be for resources, education, and information sharing for promotion of events and programs on what is going on within the Cultural Districts and the 204.
- **Marketing activities:**
 - Media Advertising such as newspaper, chamber magazine, Channel 18, local radio, Generation of the Cultural Podcast and Culture Now Show
 - Seminars and Business conferences
 - Joint Advertisement, with Cultural District, Chamber
 - Word of Mouth
 - Signage
 - Digital marketing, email, social media and enhanced SEO through new website platform, blog posts, and newsletter to subscribers. Website creation for 204 is implemented and can be viewed at 204sisson.com the creation and implementation of the harwichculturaldistricts.org is in production and will be released in Spring of 2023.
- **Sales strategy:** Driven through rental rates, Event Sponsorship, Booth/Vendor Rentals, Event Sponsorships, and a potential Capital Investment Campaign.

7. FINANCIAL PLAN

- **Revolving Account:** The 204 Cultural Arts Center should be funded through the Town of Harwich 204 Sisson Road Revolving Account. All revenue earned and operating expenses should be directly tied to this account. Grants should be considered every year for Cultural Facility Use in addition to but not limited to the Arts Foundation, and National Arts Organizations. These grants will support facility needs, program needs, and event needs.
- **Staffing and Labor:** With increased programming comes increased needs for staffing levels. These fees should be incorporated with all events and program rentals and schedules. The fee should be applied to these contracts and used to pay and hire staff according to those rates. At any time the funding source for this type of position would be paid for through the event or program.
- **Volunteer Program:** Develop and integrate a volunteer based community to serve as Cultural Ambassadors that will help aide larger productions and serve many roles to help with a variety of activity around the facility
- **A/V Technical:** In any event or program that is coming into use the Auditorium would require AV support. This would be it's own fee that would cover the cost of having a technician on site during their performance. This fee would be set forth to cover any staffing cost and applied to the contract for that rental or program.
- **Class/Program Materials :** If required based on the needs of a class or program a materials fee should be applied for the contract to serve as the covering cost for any need to purchase additional supplies or materials for a program to run effectively
- **Sponsorships:** With any large festival or event that the Department of Cultural Affairs is presenting there would be an opportunity for sponsorship support that would be developed to help cover overhead costs of the event.

APPENDIX A-PROPOSED OPERATING PLAN

In order to make the most effort to raise our ROI it best that the facility undergo a renovation to ensure that systems, facility functions and other maintenance are maintained, repaired, and or replaced. Critical areas that have been identified are below with a proposed solution.

AREA OF CONCERN 1: HEATING/BOILERS

It has been identified that the Main Boiler and Back up Boiler are in need for a full replacement. The Project is anticipated to cost \$500,000. Facilities Manager, Sean Libby is advising that an Engineering Company get the plans in place for work to proceed forward.

Solution: Replace boiler within the project scope. If the repair does not take place it would mean that the system may fail, If the current system fails there is no back up and could result in a permanent closure of the facility

AREA OF CONCERN 2: AIR CIRCULATION/COOLING

During the hottest days for summer 2022 the internal temperature in some areas of the facility reached 98 degrees. The air quality was low and caused some concern for respiratory issues for tenants and staff. The air handler unit does not seem to be operating at performance level as there is no air movement throughout the facility.

Solution: Have a system analysis done on the Air handler unit to ensure that it is flowing air through the entire facility. Work to attain a cost estimate and engineering study on what it would take for HVAC units to be installed.

If this does not reasonably get looked into it would result in loss of income, meaning studios would not be able to rent, short term event rentals would be only limited months which would decrease our overall rental abilities. If the repairs and upgrades take place then we will be able to program the facility year round and have maximize programming efforts.

AREA OF CONCERN 3: OUTDATED RENTAL SPACES

Our highest ROI is the Kitchen/Cafeteria, Auditorium, and Library. In as is condition the rates cannot be raised due to no value add for renters. If the appropriate work is completed these areas have the greatest chance for rate increases which can result in an estimated 50% increase in revenue. Most of these projects have been identified for FY24 capital project requests. Our key money maker is the Auditorium with a 220 seat capacity and a moving wall that allows for an additional 100 seat capacity we will serve the lower cape as a year round auditorium space for rental of live performances, comedy shows, dance performances and much more. The upgrades of these areas will ensure that the revenue stream is maximized. Once efforts are taken to complete these renovations the ROI will take about 3 years to have a full 50% increase however in the interim of that 3 years you will begin to see a ROI immediately with the quality of rental bookings and offerings we can offer the community.

Kitchen/Cafeteria Kitchen overhaul. Have the system looked at, inspected, and then assessed for cost of repair/replacement for equipment.

The use of the kitchen can be outlined as “Café 204” which would mimic the use of the kitchen at the community center as a community cafeteria program. This would allow a lunch program of sorts to town employees, as well as others that may benefit. The café would also be able to serve a “café style” breakfast and lunch that provides a community gathering point for individual to come together to network, collaborate, and meet. In addition to the food service program we can offer culinary arts programs. Working with local chefs, bakeries and others we can offer cultural program for all ages throughout the year. The culinary arts program will involve into a full service food nutrition and education programming where we can work to develop a gardening program along with understanding of farm to table concepts.

Auditorium/Music Room Moving Wall Replacement \$156K, Seating Upgrade to be ADA Compliant \$70K, Sound/Lighting System \$150K, Replace Carpets, Refinish Stage, Replace Curtains/Drapes \$8K

The use of the auditorium is key to the facility improvement. With the highest rate of return the Auditorium can be the most profitable room that is available in the facility. With a seating capacity of 220 it is a perfect size for regional touring acts from musical, theater, ballet, and comedian acts. It is a great stage size in addition to the locker room/green room facilities available it has a great amount to offer than its competitors. The lack of resources in the auditorium and systems keep the rental possibilities low at this time. If projects are done to enhance the overall area of the auditorium it could result in seeing more consistent touring partners in addition to move live entertainment for all to enjoy. This would also benefit our community stakeholders for them to enhance their offerings.

Library Replace floor with a multipurpose floor to reduce damage done to carpets, Invest in conference style seating that is elegant and easily to stack to make for a presentable space.

Open for Municipal Meetings: Ensuring that Department Heads are aware that they too can benefit from the variety of space available it will provide another level of municipal use that gives departments and groups the chance to have meeting space or event space as needed to benefit their programs.

APPENDIX B-PROPOSED LONG TERM STUDIO PLAN

A market analysis was conducted and showed that space on Cape Cod and beyond 50 miles rents studios for \$300/month for 150 sq' feet. Each of those studio spaces in general provide 24/hr access or access from 5am-Midnight, temperature control both heating and cooling, wifi, and upgraded LED lighting. These studios also have requirements of their artists for example, Volunteer/Work hours requirements that involve teaching, volunteering at events or programs, and mandatory Open Studio Hours. These contracts are written on 1 year terms and are only for 2 years at maximum length to encourage a healthy turnover.

With our current conditions we are not in a position to raise rates due to leaking windows, low air quality, and no temperature control as our biggest weaknesses. If these issues are taken into consideration and we invest in some items such as Sink Traps in general sink areas, wifi in the facility we would be able to change our structure. With the fact that we want to offer affordable studio space we can look at many options such as increase all rates by \$50/month with new requirements. We can look at larger studios and break into smaller studios to offer more cost friendly rental options. In any effort this would require an overhaul of the entire studio structure and would have a fresh start to how many long term studios we offer. This structure should be sure to include longevity of contract, what is included, and what requirements for their time as "in residence" artist such as volunteer hours, open house etc.

Breakdown	FY23	FY24	FY25	FY26	FY27	FY28
0'-400'	\$100-\$300	\$150-\$350	\$175-\$375	\$175-\$375	\$175-\$375	\$200-\$400
401'-700'	\$350-\$450	\$350-\$450	\$325-\$475	\$375-\$475	\$375-\$475	\$375-\$475
701'-800'	\$300-\$500	\$350-\$450	\$375-\$475	\$375-\$475	\$375-\$475	\$400-\$500
801'+	\$300-\$750	\$350-\$750	\$375-\$800	\$400-\$800	\$425-\$800	\$450-\$800

*studios with water should additional \$50 in cost estimate

*\$550 max cap on rooms with water

*\$200 min cap on rooms

FY28 Goal	Under 500'	501' +	Double	Triple	Single W/Water	Shop
	\$400	\$500	\$250 per person	\$175 per person	\$550	\$800

APPENDIX C-PROPOSED EVENT RENTAL SYSTEM

Hypothetically if we were to piece together all of the repairs and modifications we could raise our rental rates in all areas as well as offer nonprofit and resident rates.

- **Auditorium 230 seat auditorium with main stage**
 - Upgrade Curtains, provide a portable sound system
 - Current Rental Rate \$100/3 hours
 - Proposed Rental Rate \$300/5 hour rental period
 - Deep clean of the auditorium, tune piano, get portable PA online, address air flor
 - Proposed Rental Rate \$500
 - Upgrade of Chairs
 - Proposed Rental Rate \$700/5 hour rental period
 - \$500 Non Profit / \$300 Resident/Local Business
 - Upgrade of Moving Wall replacement. This will increase capacity of the room as well as provide a more dynamic experienced
 - Proposed Rental Rate \$1,000/5 hour rental period
 - \$750 Non Profit / \$500 Resident/Local Business
 - Final Upgrade of AV systems this will enhance the offering we can provide to the renters that come in. It will also set us apart from other venues and give us the value add with booking at our facility
 - Proposed Rental Rate \$1,200/5 hour rental period
 - \$900 Non Profit / \$500 Resident/Local Business

- **Courtyard Open floor plan**
 - The courtyard has many disadvantages and advantages. The sound is amazing in the surround however it is in need of making sure it is safe for individuals to enter and enjoy a show. In order to be successful in the future we will want to analyze our slope/landscape as well as overhead lighting. If we can upgrade the space then it can be marketed at \$1,000/5 hour period. In the interim a new rate can be established as \$250/5 hours
- **Front Lawn Open floor plan, great for Markets, Expos, Festivals**
 - \$100/hr for community members-resident
- **Rear Lawn Open floor plan, great for overflow parking, markets, festivals, circus, tented events**
 - \$150/hr for community members-resident
- **Music Room Capacity 50 persons in variable set up**
 - If we add technology, new paint this room can sell for \$250/3 hour bookings. Offering wifi, large room with conference table style seating for 16. Classroom/Theatre Style 30 people
 - \$75/per hour
 - \$150 for half day
 - \$200 for full day
- **Gymnasium Open Floor plan, Recreation use, festival, fairs, blood drives, fitness/health events**
 - Full Gym Rental Birthday Party- \$250 Flat Fee
 - Full Day Gym Rental Other Use \$500 for non-profits
 - Full Day Gym Rental Other Use \$250 for community members-resident
 - \$100/hr for all programs and other needs.
- **Library Open Floor plan, 150 persons in variable set up**
 - Upgraded flooring \$300/3 hours
 - Add Air Conditioning \$500

- All lights and systems online with portable PA and other AV technology
\$750 For Profit / \$500 Non Profit / \$300 Resident & Local Business
- **Classes/Workshops and Meeting Space Fee structure**
 - Current rental structure is \$15 per class no more than 8 class offerings equates to \$120 profit if someone books 8 classes
 - Proposed Rates \$120 Room Fee and \$1 per student enrolled. Must have 8 classes, summer can be 6 classes minimum. This can result in a higher ROI for classes and programs. It will also aide us in the development of future programs that will enhance our public/community offerings.
 - **Creative Suite**
 - Offering conference style seating for 16 people
 - \$50/hour
 - \$100 for half day
 - \$200 for full day
 - **Cafeteria**
 - Offering wifi, large room to accommodate 100 people in various set ups. Access to water and two side rooms for breakout sessions
 - \$150/hour
 - \$300 for half day
 - \$500 for full day

APPENDIX E-PROPOSED TECH PLAN

Work with IT Department in identifying the old facility PA system and IT infrastructure. IF there is still use of the PA System and old cabling system then identify the immediate repair needs. For Open house events or open studios we can provide music and announcements over the PA system if repaired and useable.

Boosting WIFI for the studio spaces provides us a value add to why we are raising our rates.

Offering WIFI to customers and guests that are renting or attending performances and programs will boost our appearance and viability in the market for the consumer seeking rental space in addition to creating a consumer friendly environment. All of these impacts may have a small financial impact however there are programs and grants available to cover these expenditure. Any item that directly enhances a program, studio, or event should have a technology fee applied to the rental agreement to provide continuing revenue gain to support these critical needs.

The 204

“Cultural Arts Municipal Building”

Through the Guidance of the Cultural Affairs Department and development of the Harwich Cultural Districts the vision of the 204 comes alive through creative repurpose and community engagement and development. The goal is to enhance the social economic growth of the Town of Harwich. The 204 will provide a revenue stream to support the buildings operational overhead. Serving as the bridge between two Cultural Districts it will reach economic development goals through tourism and business development.

MISSION

The 204 Cultural Arts Municipal Building connects, cultivates and engages community through arts and culture.

VISION

The 204 Cultural Arts Municipal Building (The 204) envisions a vibrant, connected community engaged in discovering, exploring, and creating. The supportive power of extended family in all its definitions is embraced, as is the belief that the spirit and energy of community, and our participation in it, empowers and transforms. The heartbeat of the Harwich Cultural Districts, The 204 nurtures the voices of artists, and creatives, works to cultivate leaders who lift up our people and work to attract individuals and organizations to provide community programs and resources that will drive the community forward. The warmth, enthusiasm, and unity of our cultural hub echo throughout Harwich, and serves as an example of inclusive art making, kinship, and cultural expression. The 204 is a place where art happens, business happens, life happens and community grows. Its starts a dialog and social infrastructure is fostered.

VALUES & COMMITMENTS

Access THE 204 believes making, showing, performing and experiencing art should be safe, affordable and accessible to everyone. A community driven municipal building committed to those who live, work, study, play, and create in the town of Harwich and beyond. We center and elevate the experiences, leadership and needs of arts organizations, individuals and groups.

Art & Culture We believe art and culture is essential for a healthy, caring, and compassionate, just community. THE 204 incubates and provides safe, welcoming access to space, experiences and other resources as a strategy to revitalize community and connect people. We embrace risk-taking in art, partnerships, programming and community building.

Collaboration We believe our success is tied to that of our partner tenants, artists of many diversities and other members of the community. Our primary commitment is to support, elevate and engage organizations and individuals. We collaborate and coordinate with local, regional, and national partners in service of our community.

Community THE 204 believes in our community and the people in it. We foster belonging, self-expression, interdependence, and engagement. We keep a hyper local focus on the Cultural Districts and 204 however do not lose sight of our villages, all while breaking down boundaries and awareness throughout Cape Cod.

Diversity THE 204 values and celebrates the diverse history, identities and cultures within our community. THE 204 embraces an intersectional, multi-issue approach to art, programming, partnership, inclusion and community building.

Education THE 204 believes knowledge and mutual respect are enhanced when we share space, create and learn together. We prioritize providing access to arts education to a community that otherwise lacks such resources within it and/or the schools serving our youth. We will continue to strive and create partnerships and programs with the school that will encompass field trips, and expansion on many art disciplinary.

Inclusion THE 204 is committed to participatory decision-making. We value and welcome diverse people, art and ideas.

Trust THE 204 is a safe haven to create and explore art and community. We are trusted partners in growing artists and arts organizations, empowering youth and building community.

Cultural Programming

Cultural District Facilitated or Led programming through volunteership or other resources by the community. This Cultural Programming guide provides an overview of the variety of resources that can be developed and further implemented into programming not just at the 204 but throughout the town of Harwich. There are specific programs developed for the 204 Sisson Road and other programs left open for community engagement to support the districts.

Fee structures and sponsorships will be considered when any program is launched. Some of these programs may be offered for a free resource for development or other needs of community members. These programs in all generality benefit many different levels and provide a diverse array of what the vision can look like. Not all programs or resources are listed and this should be considered a peak or guide into the future programming and planning of Cultural Programming within the Town of Harwich.

The Director of Cultural Affairs will continue to strive for what program fit best with the needs and wants of the community. Through Community Engagement Forums and Cultural District Education Sessions information will be gathered to understand the needs of the community. This will also be conducted regionally with many cultural partners and stakeholders on Cape Cod and beyond.

Contents

- Programs at the 204..... 3
- Online Programs 4
- Self-Guided Activities 4
- Literature, Libraries, and Spoken Word..... 4
- Theatre 5
- Dance 5
- Museums and Heritage 5
- Visual Arts & Crafts 5
- Music 6
- Film & Video 6
- Culinary Arts 6
- Multidisciplinary 7

Programs at the 204

- Recreation Programming with use of the Gymnasium
- Quilting Workshops with Artist Adele Scott
- Creative Workshop partnership with Community Development Partnership and Beach Cottage Living
- Needle Felt Point Class with Artist Nettie B Berkley
- Painting Primer series with Artist Bernadette Waystack
- Provincetown Print Workshop with Artist Bernadette Waystack
- Portrait Group with Artist Taylor Fox
- Rangoli Festival-Artist Patricia Thomas
- Introduction to Encaustic Painting-Artist All Zbinovsky
- Art Shows/Galleries
- Holiday Market & Open House
- Art Week Programs
- Cranfest in the courtyard, Quarterly Concerts-Harwich Cranberry Festival
- Concerts and productions by the Harwich Chamber of Commerce
- Cape Cod Makers-Open Houses
- Stichology-sewing school for kids- Artist Jane Bessette
- Harwich Guild Meetings

Future Planned Programs either District Facilitated throughout town or at The 204

Online Programs

- Online Film Screening
- Live-Stream Concert
- Online Workshop presented by local actor, artist or other
- Live streamed poetry reading
- Online Story telling round-table
- Virtual Dance Gathering

Self-Guided Activities

- Public Art Walking Tour
- Art Gallery Hopping
- Do it at home arts and crafts projects
- Self-guided scavenger Hunt
- Set up your own art gallery/installation at home
- Collective Story Writing
- Artwork show and tell for children

Literature, Libraries, and Spoken Word

- Six Word Story Contest
- Book Details/battles with local authors
- Human Library-check out people instead of books
- Genealogy and family tree activities
- 3-D Printing Workshops
- Poetry Slams
- Writing Workshops
 - Memoir, Poetry, Plays
- Multilingual Storytelling
- Poetry Walls
- Readings by Local Authors
- Workshops for emerging authors
- Guided tours of locations written about in books with readings of relevant passages
- Adults read things they wrote as kids events
- Postcard projects-collect and display memories

Theatre

- Host a Prop Workshop
- Try on Costumes
- Back of House Tours
- Improv Workshops
- Play Readings
- Open Rehearsal or Workshops
- Q & A with Directors
- Tech Workshops for aspiring actors
- Actor for a Day
- Stage Combat Workshops
- Sneak Peak of your forthcoming season

Dance

- Classes for difference ages and levels
- Flash Mob!
- Dance Sampler
- Explore the history of dance
- Q & A with choreographer, artists director etc
- Dance/Movement Therapy Classes
- Open Rehearsal or workshopping
- Guided Tour of the history of your company
- Take it to the Streets
- Sneak peak of upcoming season

Museums and Heritage

- Artifact preservation workshops
- Antiques Roadshow Event
- Artifact handling opportunities
- Historic Food, crafts, and games
- Collaborative pop up museum
- Walking Tours of Historic Neighborhoods, historic plaques
- Back of House tours
- Active Participation in exhibit development
- Social Media Posts from local historical figures or statues
- Collect Oral Histories

Visual Arts & Crafts

- Show your Process
- Create Collaborative works with the public

- Demos of techniques
- Classes for different ages and skill levels
- Artists Talks
- Art Therapy Workshops
- Matting & Framing Workshops
- Makers Fairs
- Make & Take Art Swap
- Studio Tours
- Knit-ins and yarn bombing
- Walking or bike tours of Public Art
- In Plain Air workshops
- Explore traditional art forms

Music

- Conduct Us-with orchestra
- Instrument Petting zoos
- Open Rehearsals
- Sing a longs/sing ins
- Master Classes
- Webcast concert
- Open Mics
- Jam Sessions
- Songwriting workshops
- Recording Sessions, sound engineering demos

Film & Video

- Hands on technique workshops
- Silent Film Screening
- Interactive green screen shot
- Screenings with Q & A's
- Set or Studio Tour
- Exhibit Vintage Film/Video equipment
- Storyboarding workshops
- Screen Rare Works
- Outdoor/Public Space screenings
- Make a Film in a day workshops

Culinary Arts

- Tastings, Wine, Cheese, Olive Oil etc.
- Demos-crepe making, pasta making etc.

- Cooking, baking, or preserving workshops
- Plating and presentation techniques
- Farm to Table Experience
- Nutritional Education
- Decorative fruit and vegetable carving
- Cupcake, cake or cookie decorating
- Farm, Brewery, or Vineyard Tours
- Explore Traditional Food Cultures

Creative Art/Expressive Art Therapy

- Veteran Program
- Military Family Program
- Youth Program

Multidisciplinary

- Offer workshops on the different aspects of your practice, ie for an introduction to capoeira, offer classes in movement, music, history and language
- Have a musician interpret the work of a visual artists and vice versa
- Have a writing group collaborate with a hiking group
- Provide theater and historical costumes
- Hand an Action Photography workshop
- Choose a theme or story nub and have it interpreted differently by artists or different artistic mediums
- Have a dance class to live music create entry points so the public can learn and participate in both the music making and the dancing
- Community Art Project



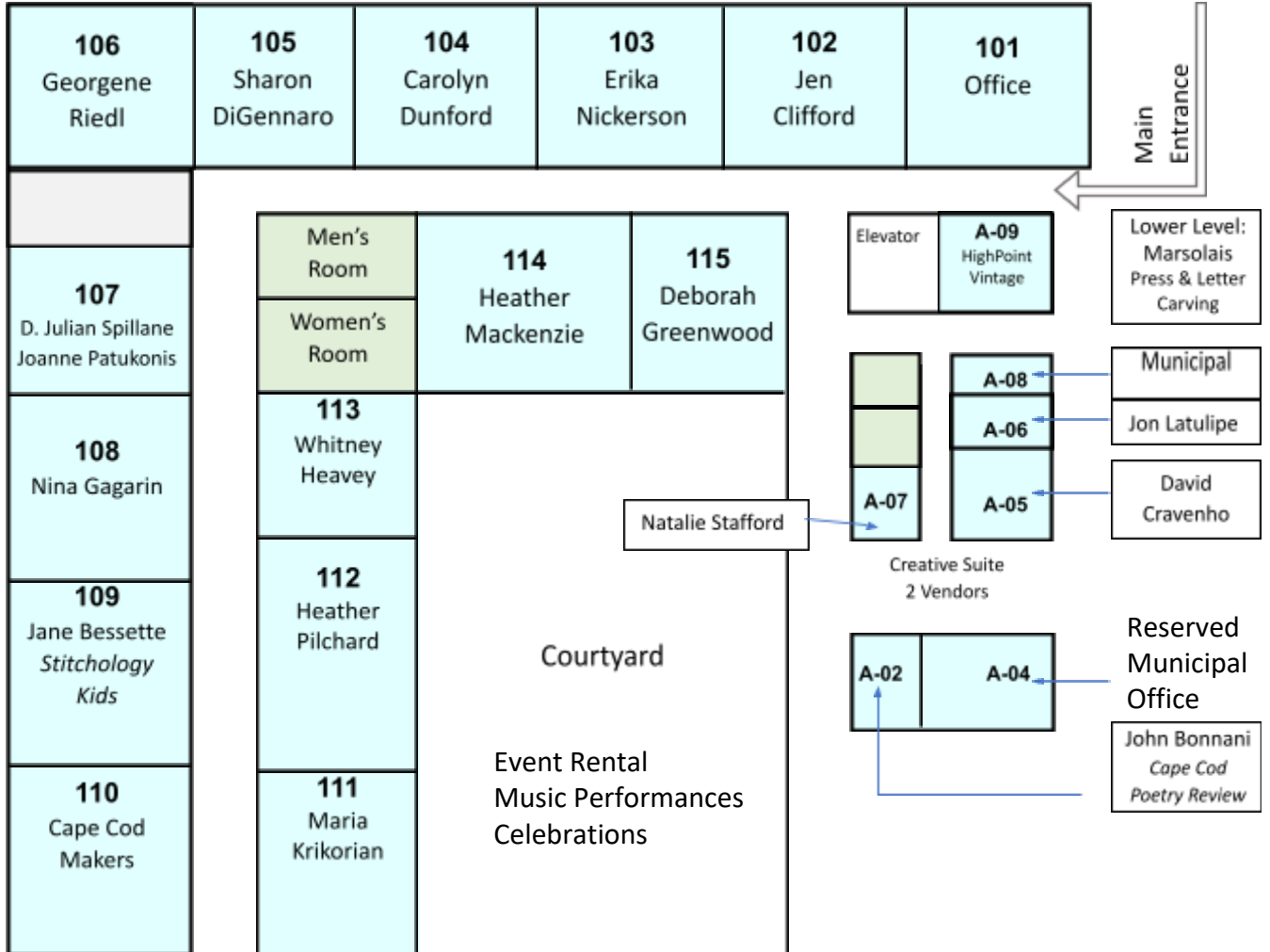
Welcome to THE 204

204 Sisson Rd., Harwich, MA 02645

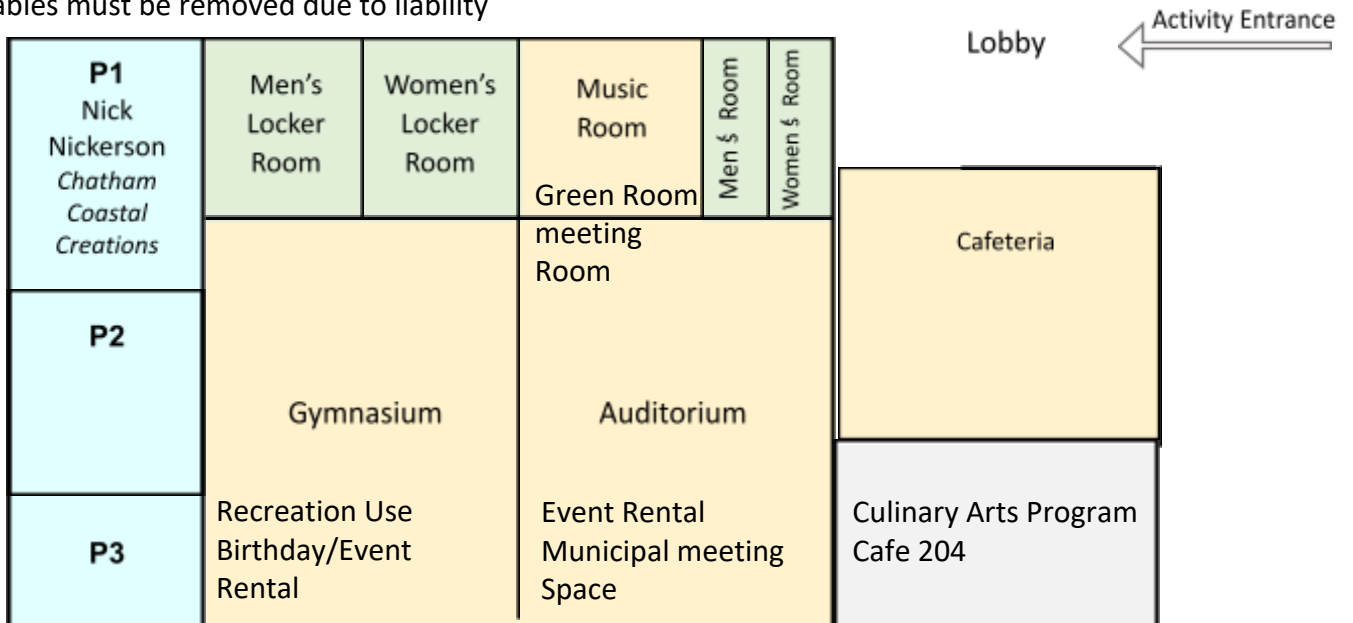
(774) 212-3482 | culturalcenter@townofharwich.us



First Floor Directory



Portables must be removed due to liability



Welcome to THE 204

204 Sisson Rd., Harwich, MA 02645
 (774) 212-3482 | culturalcenter@townofharwich.us



Second Floor Directory

205 Bernadette Waystack	204 Roe Osborn	203 Nettie B. By The Sea	202 Anne Morse & CJ Conrad	201 Anne Flash
206 Alla Zbinovsky Patricia Thomas Mary Manoogian	212 Taylor Fox	213 Ellen Davies	214 Gail Hickey	215 Martha Little Fuentes
207 Mary Jane Xenakis	211 Diane Rezendes & Joe Khirallah	Multi Use Room Art Show Exhibition Hall Lecture Room Library		
208 Kathryn Sanfilippo & Alison DeArruda	210 Stephane Ruault			
209 Kim Gagne & Cindy Ennes	209 Kim Gagne & Cindy Ennes			

Stairs ←

Elevator

Thanks for coming to the 204!

We are so excited that you have decided to join us today! Thank you for being apart of what makes the creative spirit come alive. Our artists, makers, and creators are working daily in their studio to bring work back out to the community, to teach classes, and be apart of our bigger culture picture. Together we are working to inspire the world around us and we hope that you felt that on your visit. Stay tuned by visiting 204sisson.com for future events and open houses. We look forward to seeing you again real soon!

204 Sisson Road

Cultural Arts Municipal Building

Use Fee Schedule for Class Instruction & Workshops

Current Rate Structure

\$15 per class for a total of 8 classes required

Proposed Class Rate Structure

\$150 Room Rental

\$1 per student registred

6-8 class requirement

\$25 material fee if required

Classes run 1-3 hours in length

Proposed Workshop Rate Structure

\$150 Room Rental

\$1 per student registred

No class requirement

\$25 material fee if required

Workshops run 3-6 hours in length

204 Sisson Road

Cultural Arts Municipal Building

Use Fee Schedule for Events and Programs

With proposed changes the fee structure would be as follows. These rates are at maximum limits to reflect what the end result for ROI would be

Proposed Structure	Municipal		For Profit		Non Profit		Resident Harwich Business	
	<i>Rental</i>	<i>Labor</i>	<i>Rental</i>	<i>Labor</i>	<i>Rental</i>	<i>Labor</i>	<i>Rental</i>	<i>Labor</i>
Auditorium	NC	NC	\$1,200.00	\$45/hr	\$900.00	\$45/hr	\$500.00	\$45/hr
Café 204 -mixed use	NC	NC	\$150/hr \$300 1/2 Day \$500 Full Day	\$45/hr	\$150/hr \$300 1/2 Day \$500 Full Day	\$45/hr	\$150/hr \$300 1/2 Day \$500 Full Day	\$45/hr
Kitchen-culinary rental	NC	NC	to be considered	\$45/hr	to be considered	\$45/hr	to be considered	\$45/hr
Creative Suite-meeting	NC	NC	\$50/hr \$100 1/2 Day \$200 Full Day	\$45/hr	\$50/hr \$100 1/2 Day \$200 Full Day	\$45/hr	\$50/hr \$100 1/2 Day \$200 Full Day	\$45/hr
Library-mixed use	NC	NC	\$750.00	\$45/hr	\$500.00	\$45/hr	\$300.00	\$45/hr
Rear Lawn	NC	NC	\$150/hr	\$45/hr	\$150/hr	\$45/hr	\$150/hr	\$45/hr
Front Lawn	NC	NC	\$100/hr	\$45/hr	\$100/hr	\$45/hr	\$100/hr	\$45/hr
Music Room-Meeting	NC	NC	\$75/hr \$150 1/2 Day \$200 Full day	\$45/hr	\$75/hr \$150 1/2 Day \$200 Full day	\$45/hr	\$75/hr \$150 1/2 Day \$200 Full day	\$45/hr
Gymnasium (Recreation)	NC	NC	\$500 Full Day \$250 Half Day	\$45/hr	\$250 Full Day \$125 Half Day	\$45/hr	\$250 Birthday \$100/hr Other	\$45/hr
Courtyard	NC	NC	\$250.00	\$45/hr	\$250.00	\$45/hr	\$250.00	\$45/hr
Other Areas to generate revenue and stimulate growth								
MultiRoom Rental	NC	NC	apply and additional \$50 per room request to contract					
Event Coordinator	NC	NC	\$50/hr fee assessed to each contract					
Program Coordinator	NC	NC	\$35/hr fee assessed to each contract					
AV Coordinator	NC	NC	\$55/hr fee assessed to each contract					
Culinary Coordinator	NC	NC	\$45/hr fee assessed to each contract					
Alcohol % Gross Revenue	NC	NC	10% gross sales, report would be processed and a 10% profit would be returned to revolving					
Marketing Material	NC	NC	Hypothetical-Event wants flyer, website listing, social media post, and other marketing publications, a Flat One time fee of \$50 would be applied to cover labor/material					
<i>Labor Fee is for custodial time in efforts for either an additional hire or for overtime. The rate would reflect the hours to ensure facility needs are met regarding trash, safety, security, and bathroom upkeep</i>								
<i>Half Day is considered 4 hours or less</i>								
<i>Full Day is considered 5+ hours</i>								
<i>Hours are determined based on the load in, set up, event time, breakdown, load out</i>								

204 Sisson Road

Cultural Arts Municipal Building

Use Fee Schedule for Long Term Studio Rentals

With proposed changes the fee structure would be as follows. These rates are at maximum limits to reflect what the end result for ROI would be

Creative Suite	Size Square Footage	Water	Rental Rate Current	Rental Rate Proposed	General Room Note
A02	147	N	\$200	\$250	
A04	<i>Reserved Municipal Office</i>				
A05	181	N	\$250	\$250	
A06	140	N	\$200	\$250	
A07	70	N	\$100	\$150	
A08	<i>Housing Advocate Office</i>				
A09	402	N	\$300	\$350	
			\$1,050	\$1,250	

1st Floor Classroom Wing	Size Square Footage	Water	Rental Rate Current	Rental Rate Proposed	General Room Note
<i>Cultural Affairs Office</i>					
101					
102	747	N	\$300.00	\$350	
103	645	N	\$300.00	\$350	
104	645	N	\$300.00	\$350	
105	795	N	\$300.00	\$350	
106	780	Y	\$300.00	\$350	
107	822	Y	\$200.00	\$250	Double Occupancy Rate per user
108	822	N	\$400.00	\$350	
109	824	N	\$300.00	\$350	
110	754	N	\$300.00	\$350	
111	786	N	\$300.00	\$350	
112	822	N	\$300.00	\$350	
113	820	N	\$400.00	\$350	
114	854	N	\$300.00	\$350	
115	632	N	\$300.00	\$350	
			\$4,300.00	\$4,800	

2nd Floor Classroom Wing	Size Square Footage	Water	Rental Rate Current	Rental Rate Proposed	General Room Note
201	765	N	\$400.00	\$350	
202	780	N	\$400.00	\$350	
203	943	N	\$300.00	\$400	
204	783	N	\$400.00	\$350	
205	833	Y	\$300.00	\$450	
206	822	Y	\$150.00	\$175	Triple Occupancy Rater per user
207	822	N	\$400.00	\$350	
208	822	N	\$200.00	\$250	Double Occupancy Rate per user
209	968	N	\$300.00	\$250	Double Occupancy Rate per user
210	790	N	\$300.00	\$350	
211	822	N	\$400.00	\$350	
212	1,111	Y	\$400.00	\$500	
213	476	N	\$300.00	\$350	
214	517	N	\$250.00	\$350	
215	549	N	\$300.00	\$350	Air Conditioner in Room
			\$4,800	\$5,175	

Lower level / Shop	Size Square Footage	Water	Rental Rate Current	Rental Rate Proposed	General Room Note
	1,000	N	\$750	\$800	
			\$750	\$800	

LTS Revenue Current	\$10,900.00	per month	Annual Revenue	\$130,800.00
LTS Revenue Proposed	\$12,025.00		Annual Revenue	\$144,300.00
Increase in Revenue	\$1,125.00		Net Gain with projections	\$13,500.00

Danielle Freiner

From: Charles Gruszka <charlesgruszka@hotmail.com>
Sent: Thursday, March 2, 2023 9:21 PM
To: Michael D. MacAskill; Mary Anderson; Don Howell; Larry Ballantine; Julie Kavanagh; Joe Powers
Cc: scarpenter@monomoy.edu; Marc Smith; mmacmillan@monomoy.edu; mmaguire@monomoy.edu; jackie.long@monomoy.edu; meredith.henderson@monomoy.edu; Games, Tina; betty.gray@monomoy.edu; jessica.rogers@monomoy.edu; terry.russell@monomoy.edu; Sharon Stout; Joy Jordan
Subject: Comments re FY24 MRSD budget

March 2, 2023

Dear Members of the Harwich Select Board and Town Administrator, Mr. Powers,

Due to a conflicting commitment, I was not able to be present at the February 27, 2023 meeting of the Board to provide my comments relevant to the presentation on the proposed FY24 Monomoy Regional School District budget by Dr. Carpenter and Mr. MacMillan. I have viewed the recording of the meeting and I want to share comments I would have made if I had been able to be present when the public was invited to do so by the Chair at the meeting.

First, I commend the MRSD Administration and School Committee (SC) for the high level of transparency that they bring to the budget process! For the past 40-plus years, I have monitored the school budget process in the communities in which I have lived and worked very closely. The process in the MRSD is, by far, the most transparent, clear, and informative of any I have experienced, and that pleases me immensely as a resident taxpayer! One of the hallmarks of the process is the SC Budget Workshop, open to the public, at which each of the District's Directors and Principals presents and defends her/his budget requests with backup data. I have never been aware of that occurring elsewhere and, in my 24 years as a school principal, I never had the opportunity to address the SC directly to express and defend the needs of my school, as I would have loved to do! Any resident taxpayer in our District can be fully briefed and well-educated regarding the proposed school budget if they choose to take advantage of the opportunities and clear presentations provided by the Administration and SC for that purpose! If they do they become very well educated on the needs of the School District.

As a resident taxpayer living on a pension, I believe that a school budget that comes in below inflation, as does the proposed FY24 MRSD budget, without raising class sizes or eliminating any programs, is truly commendable and should be supported.

However, I believe that this proposed budget is inadequate because it does not call for funding a number of positions and materials brought forward by the District principals as important needs in their schools at this time.

Serving as a community representative on the School Council for the High School, I am aware that the building Administration is in "crisis mode" with disciplinary violations, vaping, and marijuana usage skyrocketing, particularly in the younger grades 8 and 9 since Covid. (My communication with educators in other public school systems indicates to me that this has, unfortunately, become the norm.) The highest priority role of a

school administration is and must be to provide a safe and orderly learning environment and to enforce the rules of order, health, and safety. When the administration is ineffective in this role, learning cannot and does not take place. I speak from experience because I have worked in a school where this was the case. It was a suburban school that was "out of control". When I moved from the counselor role into the principalship in that school, the restoration of "law and order" was an all-consuming priority of my first two years. Once that was reestablished, we could devote appropriate attention again to curriculum and instruction matters. My wife and oldest daughter have reinforced this with me based on their having had similar experiences teaching in multiple school systems.

The average person has no idea of how time-consuming is the proper and thorough handling of a single disciplinary matter, including effective follow-through and follow up. It is not unusual for such a matter to take up from a half to full day or more of an administrator's time! The average person is also not aware of the time consumption involved in the required and most important processes of staff supervision and evaluation, which are so important to the quality of the educational component of the school experience. The public has to support the administration in making the enforcement of the discipline code its top priority.

In order to keep a lid on the situation that has developed since Covid, the building administrators are straight out dealing with these areas. Supervision, development, and evaluation of staff (especially with all of the staff changeover and not being able to recruit the best candidates available due to the affordable housing shortage and high cost of living on the Cape) has become a victim of this situation. The new Curriculum Director positions included in the proposed budget are very necessary to fill the void, particularly in the area of supervision, development, and evaluation of the teaching staff. In addition, even with the extremely effective new program being implemented in the District, the reading scores at the elementary grades are extremely problematic to me, with a very high percentage of students reading below grade level, perhaps the best predictor of lack of future school and life success and a number of other negative outcomes! The current Director of Curriculum, Instruction, and Assessment needs to be relieved from the span of his responsibilities to attack this most important of all the academic areas at the youngest grade levels! The new Curriculum Director positions proposed in the FY24 budget will allow for this and are a necessity from my point of view. They should be fully supported!

I believe that the budget should include the request from Chatham Elementary School (CES) for an additional Interventionist position to try to bring more students up to grade level in reading. "Pay me now, or pay me later!" Accomplishing this, for even a single student, would pay for the position in the savings in cost to support a school failure later on!

The CES request for additional clerical time to free up the principal, who does not have an assistant administrator, from having to use her valuable time answering/making phone calls and taking on other clerical tasks when, as the highest paid staff member, she should be devoting all of her time to her leadership role, should also be included in the FY24 budget. Not to fund this position is "penny wise and pound foolish" in my opinion.

Both of the above positions would be fully covered by the Chatham Assessment and not impact the Harwich Assessment at all under the new funding formula, yet would not result in Chatham having more favorable class sizes or more programs than exist at Harwich Elementary School (HES). Chatham can well afford it! I hope that the SC will reconsider its position and direct the Administration to include these positions in the FY24 budget.

If the numbers justify the request for an additional Special Education Teacher at HES, it should be in the budget, even though it would service only a small number of students versus the Curriculum Director positions which would impact all students. Funding this position would raise the Harwich Assessment by about \$90,000 including benefits, but the Harwich Assessment increase would still be well under inflation, which, as a taxpayer on a fixed income I can strongly support! I hope that the SC will include this request in the budget, if the data supports it.

In addition, there are \$20,000 of material needs requested by the CES principal, which are not included in the budget. Their inclusion would not affect the Harwich assessment and can be well afforded by Chatham (as I explain below) without making for inequity between the two elementary schools. I hope the Administration will include them in the budget and the SC will approve them.

There is a need for \$65,000 for replacement of common area furniture at the High School which has become greatly worn (not due to abuse but normal use over the years since the building was opened), and \$2,000 to increase the budget of the Culinary Arts program to keep up with inflation. If included in the budget, the cost would be split roughly 76/24 between the Harwich and Chatham Assessments. Perhaps the furniture replacement could take place over a three-year period to lower the impact on the annual Assessments? In any case, I believe the additions for which I advocate in these comments would still bring the Harwich assessment in below inflation. As a result, as a resident taxpayer, I support them! I hope that you, as a Board will as well, if that is the recommendation of the SC.

I perceive that you, as a Board, are beginning to realize that what I was trying to convince you of at this time last year, which is that the new funding formula is not sufficient to end the inequities in funding the District that have unexpectedly developed between Harwich and Chatham. Based on the proposed figures presented to you on February 27, even if the two CES positions above were added to the budget, Chatham's Assessment would still be lower than it was in FY11, the last year before Regionalization. At the same time, the Harwich Assessment, under a very reasonable proposed budget would be almost \$8 million above FY11. (If not for the change voted at the Town Meetings, the Harwich Assessment would be even \$733,000 higher and Chatham \$733,000 lower for FY24!) Having Chatham, at last check a couple of years back, with 55% of the total property valuation and 33% of the total population, paying less than 25% of the total Monomoy School Assessment just doesn't work! According to an article in a recent issue of *The Cape Cod Chronicle* on the proposed Chatham FY24 Town budget, only 19% of that budget would consist of the combined Assessments from the MRSD and Cape Tech. As I look at current numbers, the Monomoy budget alone would make up nearly 50% of the total Harwich Town budget!! Chatham is also reported to be about \$5 million above their levy limit, whereas I believe that Harwich is very close to its limit! There exists quite a difference in wealth between the towns and corresponding ability to afford to fund the needs of the schools to provide a quality education, which, along with affordable housing, is the other critical factor in the ability to attract and keep much needed young working-class families in Harwich and Chatham!

I have updated the figures that I presented to you at this time last year, based on the actual FY23 Assessments and the proposed FY24 Assessment figures provided to you on February 27.

Highlights:

-The Harwich Assessment for FY24 is \$8,084,247 higher than the Assessment of FY11, the last year the two towns operated totally separate school systems. The Chatham FY24 Assessment is \$-457,443 below FY11. (If not for the amendment to the funding formula approved at Town Meetings, the Harwich Assessment would be an additional \$732,689 higher and Chatham \$732,689 lower than the above figures.)

-Since FY12, Chatham has never had an Assessment that was higher than its FY11 Assessment, the last year pre-Regionalization. FY24 will be no exception, even if all the CES items for which I advocated above are added into the budget at this point.

-From FY12 to proposed FY24, Harwich has an accumulated Assessment ABOVE FY11 equaling \$49,166,170. During the same period under Regionalization, Chatham has accumulated Assessment BELOW FY11 which equals \$-17,223,081 in saving! (If not for the amendment to the funding formula at Town Meetings, Harwich would be about an additional \$1.4 million higher and Chatham an additional \$1.4 lower than these figures.) The difference between Harwich's cumulative increases above FY11 and Chatham's cumulative decreases below FY11 level amounts to an astounding \$66,389,251!!

-The above averages out to Harwich having an Assessment of \$3,782,013 per year higher than FY11 under the 13 years of Regionalization and Chatham averaging \$-1,324,853 per year lower than FY11, the last year prior to Regionalization.

Funding under the existing formula appears to me to be both unfair and unsustainable! If these very disparate financial outcomes could have been predicted at the time Regionalization was being proposed, I do not believe that either Town would have agreed to the fairness or wisdom of the funding formula and would have rejected it! If Harwich cannot afford its Assessment, students in both towns are impacted and parents may start looking elsewhere to send their children to school if class sizes and programs cannot be maintained at Monomoy!

Last year, many of you were saying that the amendment to the formula that went to Town Meetings was just an important first step and seemed confident that efforts to continue to work with Chatham on a fairer funding formula would continue on your part after Town Meeting. I have not pursued this with you since Town Meeting because I wanted to see what the impact of the amended formula would be. A 3.6% budget increase which yields a 4.3% Assessment increase for Harwich and only a 1.4% increase for Chatham shows me that the formula needs further work. While funding a regional district strictly by student population is most common, there are precedents in Massachusetts where other factors, such as property wealth and total population are significant factors in the funding formula. The Essex/Manchester-By-The-Sea Regional District is one example.

I strongly urge you to reach out to your colleagues in Chatham to review the data provided to you above and work with them to understand how the two towns have had totally opposite financial realities under the original funding formula, which are continuing even after the recent passage of the amendment. It is in the best interests of their Town to be concerned about this, as the ability of their families to get a top quality education program for their children is dependent upon Harwich's ability to meet its Assessment and still be able to fund all other town departments and services. This is not a challenge for Chatham even though it has the lowest tax rate on the Cape. Besides affordable workforce housing, a strong school system is the other critical piece in meeting the challenge of attracting and keeping working class families living in Chatham as well as Harwich. That appears to be the priority challenge to both towns now and in the years ahead. Monomoy has demonstrated its ability to hold its students within the District with your support for budgets that meet the needs while maintaining educationally sound and enviable class sizes and a breadth of curricular and extracurricular programs.

I hope you will support the final school Assessment even if the SC adds important additional identified needs into the budget, if it is better than the rate of inflation. As importantly, I hope you proceed, as soon as

possible, to reach out to the Chatham Board to request a continuation of meetings to review the funding formula in the Regional Agreement and its impact on both towns and implications for the future,

Thank you very much for your thoughtful consideration of my input regarding these matters.

Respectfully,

Charles T. Gruszka
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Harwich, MA 02645
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M: 774-239-2946
charlesgruszka@hotmail.com

cc: Dr. Scott Carpenter, Superintendent of Schools, MRSD
Mr. Marc Smith, Director of Curriculum, Instruction, and Assessment, MRSD
Mr. Michael MacMillan, Business Manager, MRSD
Ms. Melissa Maguire, Director of Student Services, MRSD
Ms. Joy Jordan, Community Outreach Coordinator, MRSD
School Committee Membership, MRSD

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.

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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.

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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

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- 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.

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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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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 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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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 15th, 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 15th, 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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3. Consistent with G.L. chapter 71, section 16B the Monomoy 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

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

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

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 - 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 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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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).

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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1. Each member town will be assigned the minimum required local contribution to the District as determined by DESE.
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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

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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.

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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

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

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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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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 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.

~~F. In no event shall such withdrawal take place prior to ten (10) years from the effective date when the district began its full jurisdiction as defined in Section XVIII (Effective Date and Jurisdiction).~~

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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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~~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.~~

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.

~~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.~~

<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>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>
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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>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>
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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

Town of Harwich
Request for Proposals



Local Comprehensive Plan Update

January 23, 2023

I. Background

The Town of Harwich is soliciting proposals from qualified multidisciplinary consultant firms for the preparation of an update of the Local Comprehensive Plan (LCP) that will guide the future growth and development of Harwich. This Plan will help direct actions of the Town boards, commissions and committees, Town officials and citizens involved with guiding the future evolution of the Town. The Town and staff intend to have a clear, concise Plan that utilizes the latest planning techniques appropriate for the Town of Harwich.

The update of the Local Comprehensive Plan (LCP) shall be consistent with the Cape Cod Commission's (CCC) February 22, 2019 Regional Policy Plan (RPP) and the CCC Local Comprehensive Plan Regulations (Appendix I), amended July 25, 2019.

The LCP shall be developed with extensive community participation. The beginning of planning process will involve a review of the Town's existing plans, studies, documents, data, Zoning Bylaw and Subdivision Rules & Regulations. Appendix II contains: (1) existing Housing Production Plan, (2) Open Space & Recreation Plan, (3) 2011 Local Comprehensive Plan, Zoning Bylaw, Subdivision Rules & Regulations and the Waste Water Management Plan. The early phases of the project will include the development of a vision for the future of the Town. The last LCP was approved in 2011. The LCP Update will provide a basis for decision-making about land use planning and redevelopment, budget preparation and capital improvement planning for public facilities and services as well as economic development for the future of the Town of Harwich.

The planning process should have an extensive amount of community involvement and public participation to:

- Prepare a vision statement that expresses the shared values of the community for future growth, development and resource protection;
- Inventory and assessment of the existing conditions, demographic trends, housing stock, traffic, economic & market trends, water quality and wastewater management for the town;
- Identify and define planning and land use goals;
- Identify and prepare a capital facilities plan;
- Include a plan to provide for the development of low-and moderate-income housing consistent with local needs;
- Satisfy the requirements of the Cape Cod Commission in developing an update to the LCP that meets the CCC certification requirements;
- Prepare a targeted action plan and implementation schedule.

II. Local Comprehensive Plan Strategy, Scope of Work, and Deliverables

A Local Planning Committee (LPC) has been appointed by the Board of Selectmen to assist with the development of the update to the Local Comprehensive Plan. A selection team comprised of the Town Administrator (or designee), the Planning & Community Development Director, the Planning Board Chairman, Chair of the Local Planning Committee and a LCPC member will be responsible for the selection of the consultant.

Public Participation Plan

The credibility of the Local Comprehensive Plan process and the prospect for its adoption and

implementation will rest heavily on strong public participation including development of a clear and concise vision statement and a set of common values and goals shared by a diverse range of Harwich residents and property owners. The consultant will be expected to propose an effective public participation strategy that, with collaboration from the Committee, successfully facilitates a strong understanding of community sentiment on a range of issues facing the Town. The public participation strategy should include interviews of key players, focus groups, public opinion survey, web page, social media, public outreach meetings, and other innovative methods of public participation that focus on diverse and broad engagement of Harwich residents in LCP development.

The public participation plan will be the foundation of the Comprehensive Plan that will include the following implementation plan.

Implementation Plan

The proposal must include an implementation plan that will:

1. Define the specific municipal actions necessary to achieve the objectives of each element of the Local Comprehensive Plan;
2. Prioritize implementation activities;
3. Include a schedule and key dates for action;
4. Identify the Town officials and departments responsible for implementation of the action items in the plan.

The implementation plan will be linked to the Town's Capital Improvement Plan and /or operating budgets.

III. Local Comprehensive Plan Elements

The Local Comprehensive Plan shall contain the following elements:

- a. Vision Statement
- b. Existing Conditions
- c. Capital Facilities
- d. Housing - this chapter will be a standalone Housing Production Plan that will satisfy the certification requirements of the State Department of Housing and Community Development.
- e. Land Use
- f. Economic Development
- g. Natural and Cultural Resources
- h. Open Space and Recreation - this chapter will be a standalone Open Space and Recreation Plan that will satisfy the certification requirements of the State Department of Conservation & Recreation.
- i. Climate Change
- j. Transportation

k. Historic Preservation

The selected consultants will participate in, organize and collaborate in the LCP meetings. The number of public meetings requiring the consultant's attendance will be mutually negotiated but is expected to be between 15-20 (including committee meetings, subcommittee meetings and workshops as needed). The consultant will work with staff to keep the community well informed as the planning process moves forward. The consultant will lead a successful community education & outreach program. The consultant will provide overall project management, content production and expertise in the following:

- Innovative housing strategies with an understanding of the unique 2nd home housing market pressures on Cape Cod.
- Incorporation of the goals and recommendations from the Harwich Open Space & Recreation Plan.
- Experience with zoning and design guidelines for a Cape Cod/New England community.
- Environmental and water resource protection,
- land-use,
- Transportation planning,
- Economic development planning and market analysis;
- Comprehensive planning.

The outline above is not necessarily all-inclusive and the consultants will include in their proposal any services, tasks or alternatives deemed necessary to satisfactorily complete the project. Consultants are encouraged to bring both industry expertise and creative ideas tested elsewhere and tailored to Harwich to help the community design the approach that best suits the Town.

IV. Proposal Submission Requirements and RFP Schedule

The proposals must be received at the office of the Town Administrator, 732 Main Street, Harwich, MA 02645 **on or before April 13, 2023 at 3:00PM Eastern Standard Time.**

Delivery of proposals shall be at the proposer's expense, proposals received after this deadline will be considered unresponsive regardless of the postmark on the package. Firms must submit one (1) formal response, 5 copies of its response and one (1) electronic copy (on a flash drive) addressing the objectives, scope and schedule described in this RFP. Responses must include, at a minimum, each of the following:

1. All proposals should be submitted in a sealed envelope clearly labeled "Harwich Comprehensive Plan Proposal - Response & Qualifications" Responses should be no more than 20 single-sided pages in length, single-spaced, exclusive of required project resumes and forms.
2. All proposals should include a second sealed envelope clearly labeled "Harwich Comprehensive Plan - Price Proposal". The envelope must contain a completed Attachment C Price Proposal Form. The price proposal package must also include a detailed breakdown by task of professional service fees, assigned project staff and hourly billing rates of all staff members on the project team.

3. Proposal Requirements

All proposals must include the following information.

A. General description of the firm/team's experience

Please provide a description, with examples of the firm’s experience in working with municipalities of similar size preparing comprehensive plans, innovative public participation techniques and conducting public outreach meetings. Include information on the firm’s experience in (1) use of visual materials to illustrate proposed future development scenarios and (2) community relations, public speaking, facilitation, and mediation.

B. A detailed Scope of Services

Provide a detailed description of the proposed work, including the firm’s general approach to plan development and evidence of the firm's understanding of the goals and objectives of the project and methodology for accomplishing the deliverables as listed in this RFP.

C. Schedule

Provide a detailed schedule for completion of all tasks as presented in the firm’s proposal.

D. Project Team

Provide a description of the project team’s experience and educational background. Please explain the roles and responsibilities of each team member, including the name and title of the principal and project manager assigned to the project, names of all sub-consultants and resumes of all personnel to be associated with the project.

E. References

Provide a list of at least three references, including their name, title, email address and phone number. Include the project cost and list of similar projects completed within the last five years, including dates of completion.

F. Required Statements/Forms

Per M.G.L. c.7 section 38H (e) and the Town of Harwich. The following forms and statements must be signed individually and included in Proposal submittal.

1. Attachment A, Certification as to Payment of State Taxes (not included in page limit).
2. Attachment B: Certificate of Non-Collusion
3. Attachment C: Price Proposal Form
4. Attachment D: Standard Town of Harwich Contract (not included in page limit).

V. Project Schedule

Project Schedule		Date
1.	Committee finalize RFP	1-20-23
2.	Town Administrator & Selectmen review & approve RFP	3-6-23

3.	RFP Release	3-15-23
4.	Ad in Central Register	3-15-23
5.	Ad in Cape Cod Chronicle	3-16-23
6.	Pre-bid meeting	3-27-23
7.	Deadline for questions	3-31-23
8.	Deadline for answers distributed	4-6-23
9.	Deadline for proposals at 3:00PM	4-13-23
10.	Proposals reviewed by selection team	4-24-23
11.	Selection team creates a shortlist of firms	4-25-23
12.	Shortlisted firms notified	4-26-23
13.	Shortlisted firms interviewed by the selection team. Price proposal of selected firm opened.	5-2-23
14.	Selected firm notified, (negotiation, if needed)	5-3-23
15.	Selected firm recommended to Board of Selectmen; contract signed by Board of Selectmen	5-15-23
16.	Kick-off meeting full LCP & consulting team	6-5-23

VI. General Instructions

Acceptance or Rejection of Proposal: The Town reserves the right to reject any or all proposals.

Fee for Services: The proposal fee shall include all labor, materials, travel, insurance, and all other necessary expenses to fulfill the conditions of the contract.

Proposal Authorization: The proposal must be signed by an individual authorized to enter into a contract with the Town. The title of the corporate officer signing must be stated. In the case of a partnership, the signature of at least one of the partners must follow the firm's name using the term "members of firm", use the term "doing business as _____," or "Sole Owner."

Contract: The consulting firm that is awarded the contract will be required to execute a written contract within ten (10) days from the date that they are notified of the award. A copy of the Town's standard contract is attached as Attachment B. The Town shall have the right to periodically review the performance of the consultant and to terminate the contract with or without cause upon thirty (30) days' written notice to the consulting firm, provided that in the case of termination without cause, the consultant will be paid for work completed through the date of termination.

Insurance: The consulting firm shall obtain and maintain during the term of the contract, general liability and auto liability insurance coverage with limits of \$1,000,000 and for workers' compensation and employer's liability coverage as defined by statute. All policies shall identify the Town as an additional insured, except Workers' Compensation.

Indemnification: The consultant shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the consultant's breach of contract, negligence or misconduct of the consultant, or the consultant's employees or agents.

Payment of Invoices: The Town shall make payments within thirty (30) days after its receipt of invoices assuming that the work performed is to the full and complete satisfaction of the Planning & Community Development Director. Progress payments shall be submitted monthly.

Assignment of Contract: The consultant who is awarded the contract shall not assign, transfer, convey, sublet or otherwise dispose of said contract, or his right, title or interest in or to the same, or any part thereof, without prior consent in writing from the Town Administrator, endorsed on or attached to the contract.

Project Schedule

Work is expected to start in the spring of 2023. The consultant will submit a project schedule that projects the length of time they believe is necessary to complete the project deliverables.

Project Budget

Price proposals must be submitted in a separate sealed envelope, clearly marked "Harwich Comprehensive Plan - Price Proposal"

The consultant shall submit a price proposal, not to exceed \$200,000, including all reimbursable expenses. The price proposal shall contain the following:

- The fee for all services proposed;
- A detailed breakdown of the professional service fees by task and sub task and by team member; and
- The hourly rates and overall fee to be charged by the consultant and its sub-consultants for services performed by each team member.

The price proposal will be a firm, fixed price agreement. Bidders are encouraged to provide comment as to whether the initial allocation of funds is sufficient to complete all items in the Scope of Work, including reimbursable expenses.

Consultant, Committee and Staff Roles

The consultant will work closely with the LPC and the Director of Planning & Community Development. The consulting firm will attend at least one committee meeting each month, facilitating public meetings, forums, and preparing background research information. The Planning & Community Development Director shall serve as the primary liaison for coordination with the consultant.

Municipal staff will be closely involved, but the consultant is expected to devote the time needed to conduct research, write documents and participate in meetings as needed with the LCP, other Town boards and committees, subcommittees and the public. The Planning & Community Development Director will take primary responsibility for scheduling and posting meetings and Town staff will attend meetings as needed. Meeting minutes will be provided by the LCP.

Deliverables

The consultant will provide the following deliverables:

1. Develop a public participation plan with a variety of public participation activities.
2. Prepare a vision statement that expresses the shared values of the community for future growth, development and resource protection.

3. Synthesize information gained from surveys, data collection and public outreach into a complete Local Comprehensive Plan. The plan should be formatted for easy reading and viewing on screens, delivered in scheduled intervals as vision statement, draft, revised draft and final version. The plan should include an implementation plan, recommendations for Zoning and General Bylaw amendments and an executive summary brochure.
4. An easy to understand color plan summary that can be publicly distributed.
5. 25 copies of a complete version of the plan that includes all maps, text, data and appendices.
6. Digital versions of items 4 and 5 above in Word software.
7. 5 sets of color maps in 24”X 36” full size format and 11”X17” reduced size maps in PDF format.
8. One unbound master version of the plan, camera-ready as well as the executive summary brochure.
9. Accompanying tables and graphics in either Microsoft Excel or GIS, depending on the specific item.
10. All materials, data, studies, maps and surveys will become the property of the Town of Harwich and will be distributed publicly and posted on the Town’s website.

Proposals must clearly address all the above mentioned submittal requirements and responses to each of the proposal review criteria. The proposals will be reviewed and ranked based on each of these items. The firm that is ranked the highest, based upon consideration of all the evaluation criteria listed below, will be selected.

The proposal selection team will review and rate each proposal. Finalists will be invited to an interview with the full committee.

The Town reserves the right to reject any or all responses, to waive any non-material irregularities or information in any proposal, and to accept or reject any item or combination of items. The Town also reserves the right to seek additional information and revised responses prior to selection of a consultant through written notice to all of the respondents.

Questions concerning this Request for Proposals must be submitted in writing to: Paul Halkiotis, Planning & Community Development Director, 732 Main Street, Harwich, MA 02645 or at phalkiotis@town.harwich.ma.us.

Consultant Qualifications and Selection Criteria

Qualifications

At a minimum, the proposing firm must meet the following requirements:

- A. The firm must have at least ten (10) years of experience in professional municipal land use planning consulting and one or more of the following types of experience, architecture, civil engineering, urban design, and/or public policy consulting experience.
- B. The principal and project manager to be assigned to this project must be available for meetings with the Town on days or evenings, as required. Key personnel specified in the project proposal are considered to be essential to the work’s performance. Firms must commit to at least a 30-day notification period prior to reassigning any of the specified individuals or resources to other contracts. The firm must mutually agree with the Town on a replacement in order to minimize any impact on the quality or timeline of deliverables.
- C. The selected firm must have previous experience in the development of comprehensive plans / municipal master plans in a community of similar size as Harwich. Completion of two such plans in municipalities in Massachusetts within the last five (5) years is required and completion of five or more comprehensive plans is desired.
- D. The volume of the firm’s current and projected workload must not adversely affect its ability to commence work and to follow through with the Harwich project in a timely and professional manner. The firm and all team members must be capable of devoting a significant amount of time to this project in order to complete the work within the mutually agreed upon project schedule.

Selection Criteria

The Town will award the contract to the consulting firm with the highest rated score, taking into consideration the evaluation criteria listed below. The selection process will include an evaluation procedure based on the criteria identified below. The firm with the highest ranked proposals will be invited for an in-person interview. Following the interviews the Town will open the price proposal of the highest ranked firm. If the Town Administrator fails to negotiate a successful contract, the selection committee will go to the second ranked firm, open the cost proposal and enter into a contract.

Score	5	4	1
Services	Highly Advantageous	Advantageous	Not Advantageous
Approach to Plan Development Ratings will be based on the project approach and schedule. Particular attention will be given to the methods by which the firm plans to complete all items in the	Proposal includes a creative and clear understanding of the Town’s needs, a detailed, logical, and highly efficient approach for addressing all of the requirements and completing all tasks.	Proposal includes a credible approach for addressing all of the requirements and completing all tasks.	Proposal is not sufficiently detailed to fully evaluate or does not contain components necessary to address all the

Scope of Work.			requirements and completing all tasks.
General Qualifications of Firm Particular attention will be paid to evidence of successful past performance	The firm has successfully completed multiple projects of similar size and scope, and has a proven track record for completing projects on time, within budget and on schedule.	The firm has completed projects successfully and on time.	Candidate has experienced difficulty in completing projects successfully.
Personnel & Resources to be Utilized Rating will be based on evidence that qualified personnel with a background and track record in promoting and sustaining a high degree of participation by stakeholders are assigned to all phases of the project.	At least one individual from the proposed project staff has substantially contributed to the development of a project in a community similar to Harwich.	At least one individual from the firm has contributed to or has experience with a similar project.	None of the project staff has substantially contributed to the development of this type of project.
Experience with similar projects Rating will be based on years of experience providing professional services for the development of a comprehensive plan or master plans and effectively collaborating with the public and Town Officials.	The firm has at least five years of experience with writing comprehensive or master plans or similar planning projects of this type. Proposal includes at least three examples of similar projects.	The firm has at least three years of experience with writing comprehensive or master plans or similar planning projects of this type. Proposal includes at least one example of a similar project.	The firm has less than three years' experience with this type of project.
Cape Cod Commission Experience Experience working with the Cape Cod Commission	The firm has had two Local Comprehensive Plans approved by the Cape Cod Commission.	The firm has worked successfully with the Cape Cod Commission on several projects.	The firm has not worked with the Cape Cod Commission.
VI. Completeness & Quality of Proposal Proposals that clearly state the technical approach to addressing the Town's future needs and includes a variety of robust public participation techniques. All of the submission requirements of this RFP have been met.	The proposal is complete, concise, informative, and highly detailed. Proposal reflects the ability to perform the work in a superior manner acceptable to the Town.	The proposal is complete, informative and meets the criteria for responsiveness.	The proposal is not complete, informative, and responsive.

ATTACHMENT A

CERTIFICATION AS TO PAYMENT OF STATE TAXES

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A (b), I,
_____, 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.

Social Security Number or
Federal Identification Number

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.

Attachment B
Certificate of Non-Collusion

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

Signature of person submitting contract/bid

Date

Name of Business

Attachment C
PRICE PROPOSAL FORM
 (To be placed in a separate sealed envelope)

Professional Consultant Services
 TOWN OF HARWICH LOCAL COMPREHENSIVE PLAN UPDATE

Town of Harwich
 732 Main Street
 Harwich, MA 02645

Company: _____

PROJECT: Town of Harwich Local Comprehensive Plan Update

PRICE:

Local Comprehensive Plan Update	
Total:	

 Signed

 Title

 Print Name

 Date Signed

Attachment D
AGREEMENT WITH 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 _____, with an address of _____, hereinafter referred to as "Contractor", effective as of the ____ day of _____, 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 _____, 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 _____, 2023 through _____.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$_____. 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) Builders' Risk Property Coverage for the full insurable value. It should include "All Risk" insurance for physical loss or damage including theft.
- 5) Property Coverage for materials and supplies being transported by the contractor, as the Town's Property Contract provides coverage for personal property within 1,000 feet of the premises.
- 6) Umbrella Liability of at least \$2,000,000/ occurrence, \$2,000,000/aggregate. The Municipality should be named as an Additional Insured.
- 7) Architects and Engineers Professional Liability (applicable for any architects or engineers involved in the project) of at least \$1,000,000/occurrence, \$3,000,000 aggregate.

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

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.

ARTICLE 16: WORK PRODUCTS:

Any data, studies, plans, maps, surveys or any other work products generated in connection with this contract shall be owned by the Town of Harwich.

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

CONTRACTOR
By

TOWN OF HARWICH
by its Board of Selectmen Over \$25,000

Printed Name and Title

Approved as to Availability of Funds:

by its Town Administrator Under \$25,000

Finance Director

(\$_____)
Contract Sum

Town Administrator

APPENDIX I

3225 MAIN STREET • P.O. BOX 226
BARNSTABLE, MASSACHUSETTS 02630



**CAPE COD
COMMISSION**

(508) 362-3828 • Fax (508) 362-3136 • www.capecodcommission.org

CAPE COD COMMISSION

Local Comprehensive Plan Regulations

Adopted 2/18/93

(Amended 6/19/97, 7/22/97, 3/31/05, 11/20/14, 7/25/19)

July 25, 2019

Section I. General Provisions

A. Authority

These regulations are adopted and promulgated as authorized under Sections 4 and 9 of the Cape Cod Commission Act (Act), Chapter 716 of the Acts of 1989, as amended.

B. Purpose

The purpose of these regulations is to establish the minimum criteria and processes for preparation, adoption and maintenance of Commission-certified Local Comprehensive Plans (LCPs).

A “Commission-certified” LCP is one that has been certified by the Cape Cod Commission (Commission) as consistent with the Cape Cod Regional Policy Plan (RPP) and other LCP requirements set out in the Act and in these regulations.

The Act identifies the following minimum criteria for a Commission-certified LCP:

- A plan for the capital facilities which will be necessary in that municipality to accommodate growth and development both in the municipality and throughout Barnstable County;
- A plan to provide for the development of fair low-and moderate-income housing consistent with local needs; and,
- Consistency with the Regional Policy Plan and Goals of the Act.

Commission-certified LCPs provide both local and regional benefits.

An LCP establishes guidelines and a vision for the future growth and the direction of a community; specifically, an LCP can provide a town with a planning framework for development regulations, capital facilities and infrastructure necessary to address future growth and resource protection. Commission review and certification of an LCP aligns regional and local goals, and ensures that one town’s LCP is not contrary to regional or other towns’ interests; for instance, an LCP:

- Facilitates planning for and managing the effects of growth and development on the values and resources protected by the Act;
- Provides stronger supporting framework and rationale for the adoption and amendment of zoning and other development regulations, impact fees, and other actions to manage the effects of growth and development;
- Provides guidance on allocation and scheduling of capital funding and infrastructure;

- Provides guidance to the development community on policies that might affect private development projects;
- Expresses the primary values, concerns and desires of the community;
- Establishes community preferences and expectations regarding future growth and development and resource protection;
- Provides a platform to discuss planning issues that cross town lines and develop efficient and effective multi-jurisdictional approaches to address such issues.

LCPs assist the Commission in meeting its charge under the Act, which includes “to anticipate, guide and coordinate the rate and location of development with the capital facilities necessary to support such development; identify and protect areas whose characteristics make them particularly vulnerable to adverse effects of development; preserve the social diversity of Cape Cod by promoting fair affordable housing for low-income and moderate-income persons; promote the expansion of employment opportunities; and implement a balanced and sustainable economic development strategy for Cape Cod capable of absorbing the effects of seasonal fluctuations in economic activity.”

Ultimately, the local comprehensive planning and Commission certification process authorized under the Act and elaborated in these regulations allow local Cape Cod communities in developing unique local visions for their futures, while at the same time recognizing the regional values and interests shared by these communities. A town may also address issues and include provisions in its LCP that are more detailed, comprehensive or specific than those in the RPP, the Act or these regulations, so long as such provisions are not contrary to the Act, the RPP or these regulations. For example, towns are encouraged to address demographic and other socio-cultural matters specific to the town that might be outside the regional scope of the RPP.

C. Effective Date

These regulations shall be in effect when filed with the Commission clerk and recorded with the Barnstable County Registry of Deeds with an effective date of the vote for adoption by the Cape Cod Commission.

D. Local Planning Committee Authority

Under Section 8(b) of the Act, the Local Planning Committee shall be designated by the Board of Selectmen/Town Council and has primary responsibility for development of (and any amendments to) a town’s Local Comprehensive Plan. The Local Planning Committee may be either the Planning Board or a specially designated committee. Other local boards may and should participate in the planning process to develop or amend the Local Comprehensive Plan. The Local Planning Committee may also be designated with the primary responsibility for administering and overseeing the town’s implementation of an LCP.

Section II. Local Comprehensive Plan Content

A. Required LCP Content to meet Minimum Criteria of Act

To meet the minimum criteria for certification set out in the Act, an LCP shall include the following:

1. Vision Statement – An LCP shall include a vision statement that expresses the shared values of the community for future growth and development and resource protection. The LCP shall also describe how the town’s vision aligns with and supports the regional vision articulated in the “Growth Policy” of the RPP, with consideration given to the Cape Cod Placetypes concept identified in the RPP. The RPP identifies eight Placetypes across the region, which recognize major land use categories across Cape Cod and serve as a conceptual framework for appropriate context-sensitive planning and regulation. The LCP may also address additional strategic planning areas or land use categories not identified in the RPP as regional Placetypes.
2. Existing Conditions – The LCP shall include a narrative that provides a basic inventory and overview of existing assets/conditions in the town. This existing conditions inventory and overview should guide the LCP’s discussion about future growth and development and resource protection in the town.
3. Goals – The LCP shall identify planning and land use Goals that are consistent with those contained in the RPP. (The RPP’s Goals are based on those goals, values and purposes expressed in Section 1 of the Act). LCP Goals may be tailored to suit local needs as necessary and desirable, among other purposes, to address key challenges identified by the town. Towns may adopt additional, more specific or different LCP Goals than those included or as articulated in the RPP, so long as such LCP Goals are consistent with and not contrary to RPP Goals.
4. Capital Facilities Plan - The LCP shall include a capital facilities plan that outlines key capital facilities and infrastructure needed to accommodate anticipated future growth and development and to protect resources in the town, and as coordinated with other towns, which plan should include:
 - a. Description of the town’s existing infrastructure systems and any challenges or constraints those infrastructure systems face
 - b. Identification of capital facilities and infrastructure projects needed to support growth or redevelopment in areas identified by the community through the LCP process as appropriate and desirable for such purposes
 - c. Description of funding sources and strategies to support planned capital facilities

Local Comprehensive Plan Regulations

7/25/19

3

22

- d. Description of how the identified and planned capital facilities projects will support the community's LCP vision and growth within the region
 - e. Description of how the local capital facilities plan aligns with and supports the regional capital plan, as applicable
5. Housing Plan - An LCP shall include a housing plan that outlines how the town proposes to provide for the development of fair, low- and moderate- income affordable housing consistent with local needs, including an analysis of housing needs and proposed local housing supply targets. This plan should include:
- a. A housing production plan (HPP); or,
 - b. for communities that do not have an HPP, a housing needs assessment that includes an assessment of demand based on current data, population, development trends, and regional growth factors; an analysis of constraints and limitations; and housing goals and actions. A town is also encouraged to identify priority areas for compact and multi-family housing, including infill and redevelopment.
6. Targeted Action Plan and Schedule– The LCP shall include action items and an implementation schedule with timeframes/priorities for completion of action items, and the responsible party that will take the lead in implementation. The Action Plan shall include the following:
- a. Proposed new, or amendments to existing, municipal development bylaws/ordinances intended to advance the goals and vision of the LCP;
 - b. Town's implementation schedule and budgeting for proposed capital facilities projects that will support achieving the community's vision;
 - c. Implementation schedule for proposed private or non-municipal infrastructure in or affecting the town, to the extent known by the town;
 - d. Implementation schedule for proposed actions intended to advance fair, low- and moderate-income affordable housing consistent with local needs, including anticipated housing starts that meet identified supply targets;
 - e. Anticipated meeting schedule to update Commission staff on LCP implementation actions; and
 - f. Performance measures to assist in determining whether identified actions have been met or achieved their purpose.

B. Miscellaneous

The LCP should reflect broad public participation in its development, and shall include a summary of public outreach, meetings and other processes to this end conducted in developing the LCP.

1. The LCP may also include sections, chapters and items of focus such as areas for further study and the gathering of benchmark data for future planning actions.
2. Data provided in the LCP should be as accurate, complete and up-to-date to sufficiently identify issues, goals and implementation strategies.
3. The LCP may include maps, charts and tables as needed for clarity.
4. The LCP may include additional strategic planning areas for consideration not identified in the RPP Placetypes.
5. Municipalities are encouraged to reference existing master plans, specific area plans, open space and recreation plans, coastal resilience plans, watershed plans, harbor plans, transportation plans, or other similar planning documents in the LCP, as available.

Section III. Local Adoption Process

A. Public Input During LCP Development – Municipalities shall ensure broad public participation in the development and adoption of the LCP as follows:

1. The Local Planning Committee shall hold public meetings, workshops or hearings throughout development of the LCP (and when the draft is completed, a hearing on the draft LCP) to ensure broad public participation in the development of the LCP, including developing the community’s vision statement and determining local housing needs. The LCP shall include documentation of the public participation process that was used to develop the plan.
2. Local Planning Committees may request consultation and technical assistance from the Commission in preparing LCPs, including meetings with the Commission’s Committee on Planning and Regulation and Commission staff during preparation of the draft LCP to solicit comments and guidance regarding the plan’s consistency with the Act and RPP.
3. Local Planning Committee are also encouraged to consult with neighboring towns during development of the LCP to address issues of mutual concern and/or shared interest.

B. Adoption by Town Meeting/Town Council – Upon its completion, a Local Planning Committee shall submit the final draft LCP to the municipality’s legislative body (Town Meeting/Town Council) for consideration and a vote to adopt the LCP. Adoption shall be by majority vote.

C. Submission of Adopted LCP to Cape Cod Commission - After adoption by a municipality, the LCP shall be forwarded by the Town Clerk to the Commission for certification under Section 9(b) of the Act.

Section IV. Cape Cod Commission Certification

- A. After receipt of a locally-adopted LCP from the municipality's Town Clerk, the Commission shall hold a public hearing (with notice to the subject municipality and notice otherwise provided under Section 5(a) of the Act) to consider certification of the LCP as consistent with the RPP. "Consistency with the RPP" shall mean consistency with the Growth Policy and Goals of the RPP.
- B. The LCP shall be considered certified upon a vote of the Commission that it is consistent with the RPP, and following the vote and close of the hearing, the Commission shall so notify the municipality of its certification in writing. If the Commission votes to deny certification, determining that an LCP is not consistent with the RPP, it shall provide the basis for the same in writing to the municipality following the vote and close of the hearing.
- C. Commission certification of an LCP affords a municipality:
 1. Priority consideration from the Cape Cod Commission for planning and technical assistance;
 2. The ability to enter into development agreements and to assess impact fees pursuant to, respectively, sections 14 and 15 of the Act;
 3. A planning framework to propose designations and revised development of regional impact review thresholds under Chapter A, Chapter G (Growth Incentive Zones) and Chapter H of the Code of Cape Cod Commission Regulations of General Application; and
 4. A planning framework to align with the Cape Cod Placetypes concept identified in the RPP.

Section V. Updates/Amendments

- A. The Local Planning Committee may pursue updates and amendments to the municipality's Commission-certified LCP, and seek to have such updates and amendments certified by the Commission, at any time through the same adoption and certification processes outlined and required herein; notwithstanding, a Local Planning Committee may approve updates and amendments to the Action Plan, Capital Facilities Plan or Housing Plan components of the municipality's Commission-certified LCP without the requirement for approval by the municipality's legislative body or certification by the Commission, on the condition that: the Local Planning Committee holds a public meeting in the municipality to consider its proposed updates and

amendments; the Local Planning Committee provides the Commission Clerk written notice in advance of such meeting and a written copy of such proposed updates and amendments; and the Commission's Executive Director determines that such proposed updates and amendments are consistent with the RPP.

- B. The Local Planning Committee shall update and amend the municipality's Commission-certified LCP and obtain the Commission's certification of such updates and amendments, in order to conform said LCP with amendments to the RPP, through the same adoption and certification processes outlined and required herein.

Section VI. Revocation

- A. An LCP once certified by the Commission as consistent with the RPP shall be considered to remain certified unless and until it is revoked hereunder.
- B. The Commission may revoke said certification if a municipality, within the applicable timeframes set out in its LCP or within timeframes otherwise deemed reasonable by the Commission, fails to: adopt or amend its development bylaws as it has proposed to do through the LCP Action Plan; take action on the development of low- and moderate-income housing as it has proposed to do through the LCP Action Plan; or conform the LCP to amendments to the RPP.
- C. If the Commission decides to pursue such revocation it shall, after notice to the subject municipality and notice otherwise provided under Section 5(a) of the Act, hold a public hearing to consider revocation of its certification of an LCP. If the Commission votes to revoke certification, it shall notify the municipality of said revocation in writing after the close of the hearing. The LCP shall be considered revoked upon the vote of the Commission.

APPENDIX II

Resource Documents

https://www.harwich-ma.gov/sites/g/files/vyhlf7091/f/file/file/harwich_housing_production_plan_final.pdf

<https://www.harwich-ma.gov/conservation/pages/open-space-and-recreation-plan>

<https://www.harwich-ma.gov/planning/pages/planning-projects>

Insert Hyperlinks to the following plans:

[Storm water Management Plan June 2019](#)

[Housing Production Plan December 2016](#)

[Harbor Management Plan, Amended 2019](#)

[Open Space and Recreation Plan 2017 \(2015\)](#)

[Comprehensive Wastewater Management Plan, March 2016](#)

[Local Comprehensive Plan 2011](#)

[Harwich Hazard Mitigation Plan 2017](#)

[2105 Community Development Strategy for the Town of Harwich](#)

Bylaws, Regulations, Policies

[Board of Health Regulations](#)

[Code of the Town of Harwich - Zoning](#)

[Code of the Town of Harwich – General Provisions](#)

[Code of the Town of Harwich – Subdivision of Land and Site Plan Special Permits](#)

[Code of the Town of Harwich – General Bylaws](#)



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 Jennifer Allard, Mainsail Events Phone (508) 356-7060

Mailing Address P.O. Box 66, Chatham, MA 02633

Owners Name & Address Cynthia Wigren, Atlantic White Shark Conservancy, PO Box 66, Chatham, MA 02633

Email Address jennifer@mainsailevents.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

- Location of entertainment (Inside and/or outside)

- Address where entertainment will be playing

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 The 204, 204 Sisson Road, Harwich, MA 02645

Date & Time Thursday, March 30th, 6-9 p.m.

Route/Location for Road Race _____

Provide any additional information necessary for the Board of Selectmen This is a lecture and fundraiser for Atlantic White Shark Conservancy. Dr. Greg Skomal will be giving a lecture at the auditorium in The 204 and we wish to have beer and wine bar available for purchase. Beer will be provided by Devil's Purse Brewing Co. and wine by Truro Vineyards. Anyone wishing to purchase beer and wine will be required to show an ID and the will be served by a local bartender.

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.


 Event Planning Consultant for AWSC

Signature of applicant & title Federal I.D. #

Atlantic White Shark Conservancy

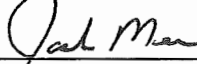
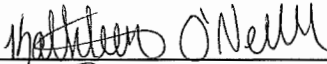
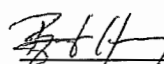
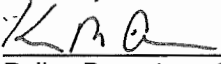
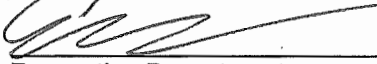
Signature of individual or corporate name Federal I.D. #

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.

 Building Commissioner
 Board of Health
 Fire Department
 Police Department
 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

* Any food service requires a permit at least 30 days prior to event.



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 National MS Society/Samantha Boland Phone 978-987-7509

Mailing Address 465 Waverly Oaks Road, Suite 202, Waltham, MA 02452

Owners Name & Address _____

Email Address Samantha.Boland@nmss.org

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

- Location of entertainment (Inside and/or outside)

- Address where entertainment will be playing

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

- Concert Dance Exhibition Cabaret Public Show Other
- Dancing by Patrons
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- 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 Bourne to Provincetown - see attached route

Date & Time June 25, 2023

Route/Location for Road Race See attached route

Provide any additional information necessary for the Board of Selectmen _____
Annual charity cycling event to raise awareness and funds for multiple sclerosis research and programs.

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.

Samantha Boland Manager, Event Production
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

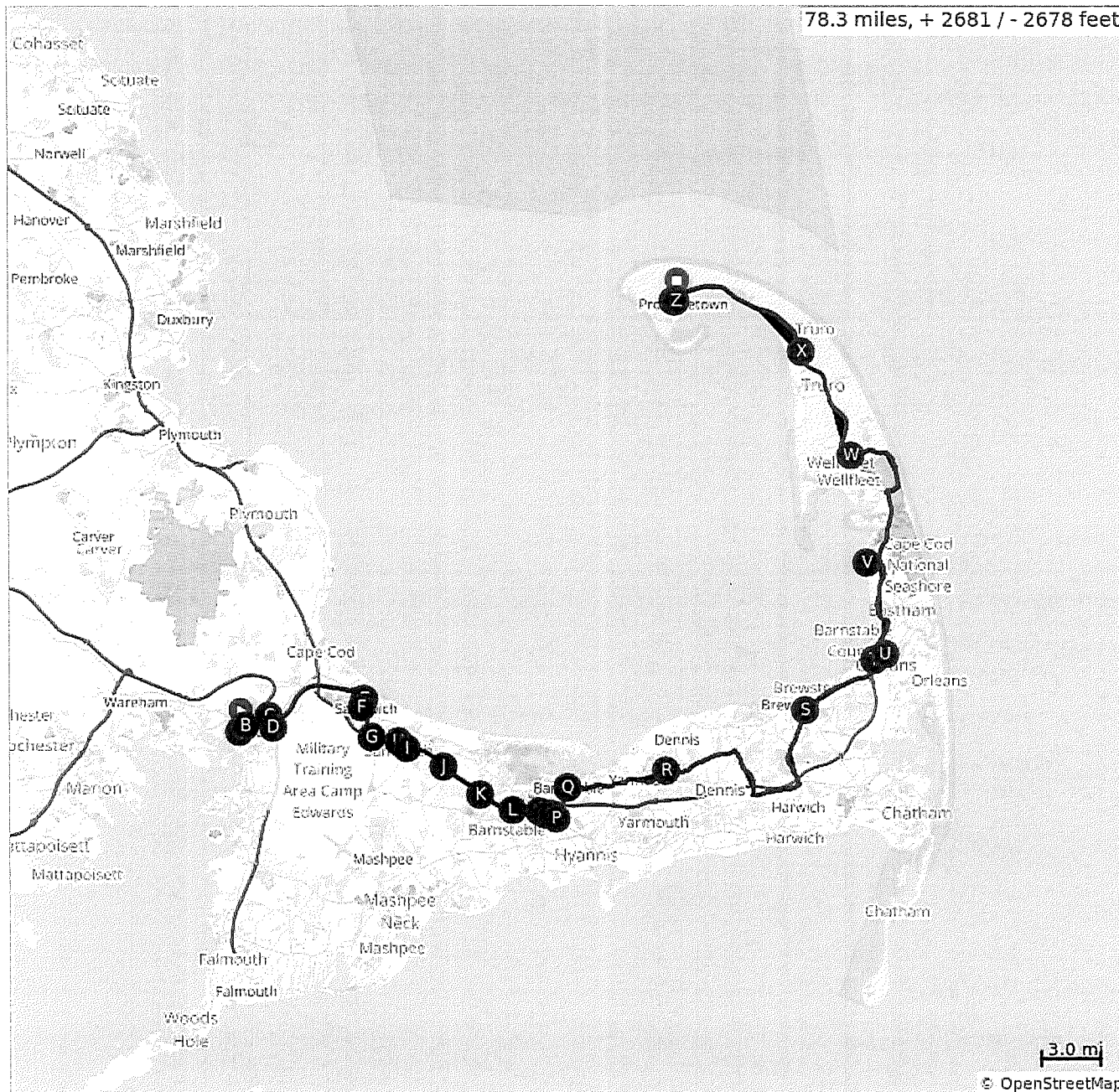
The premises to be licensed as described herein have been inspected and found to be in compliance with applicable local codes & regulations, including zoning ordinances, health regulations & building & fire codes.

[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

75M D2 Cape Cod Getaway 2023

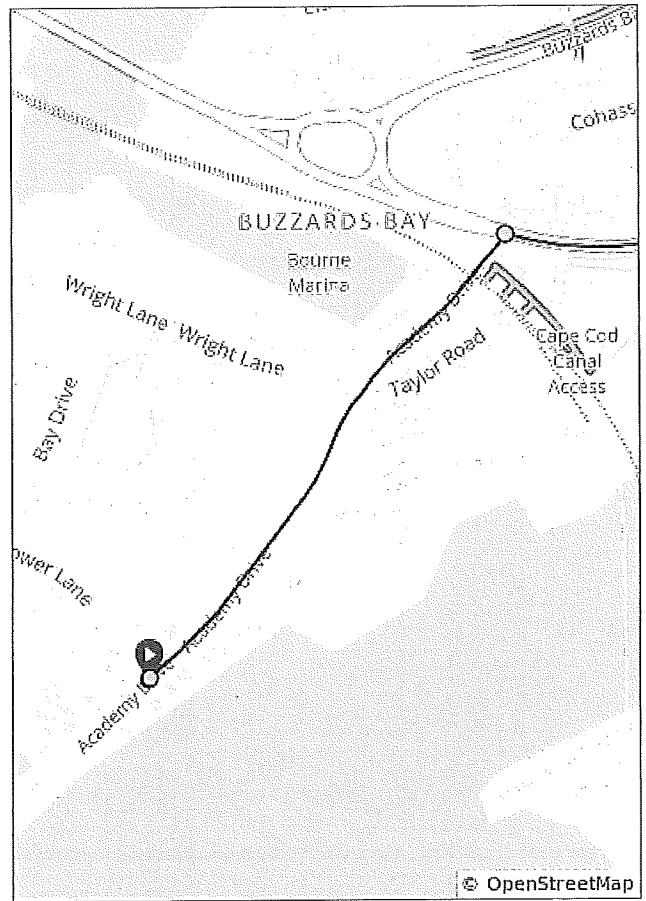


- A. Start- Mass Maritime Academy
- B. Police Detail
- C. Police Detail
- D. Police Detail
- E. Police Detail
- F. Police Detail
- G. Police Detail
- H. Rest Stop 1- Cape Cod Rehab Hospital
- I. Police Detail
- J. Police Detail
- K. Police Detail
- L. Police Detail
- M. Police Detail
- N. Police Detail
- O. Rest Stop 5- Cape Cod 5 Savings Bank
- P. Police Detail
- Q. Police Detail
- R. Police Detail
- S. Rest Stop 3- Stony Brook Elementary (Lunch)

- T. Police Detail
- U. Police Detail
- V. Rest Stop- Cooks Brook Beach
- W. Rest Stop 5- Wellfleet Elementary
- X. Rest Stop-6 Truro Central School (Water only)
- Y. Police Detail
- Z. Police Detail

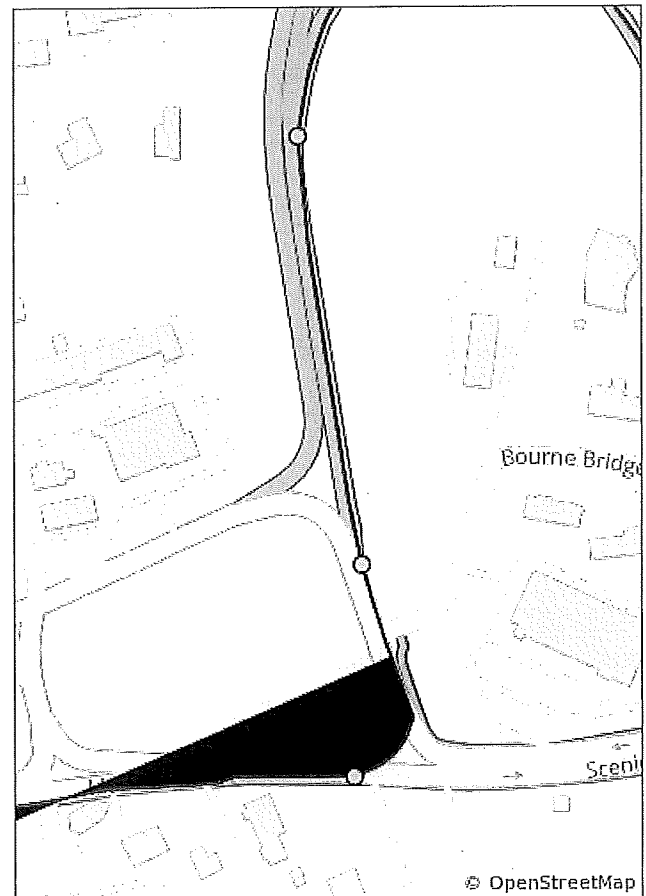
75M D2 Cape Cod Getaway 2023

Num	Dist	Type	Note	Next
1.	0.0	📍	Start of route	0.0
2.	0.0	↑	Start- Mass Maritime Academy Start- Mass Maritime Academy	0.4
3.	0.4	→	R onto Main St	1.1



0.4 miles. +11/-6 feet

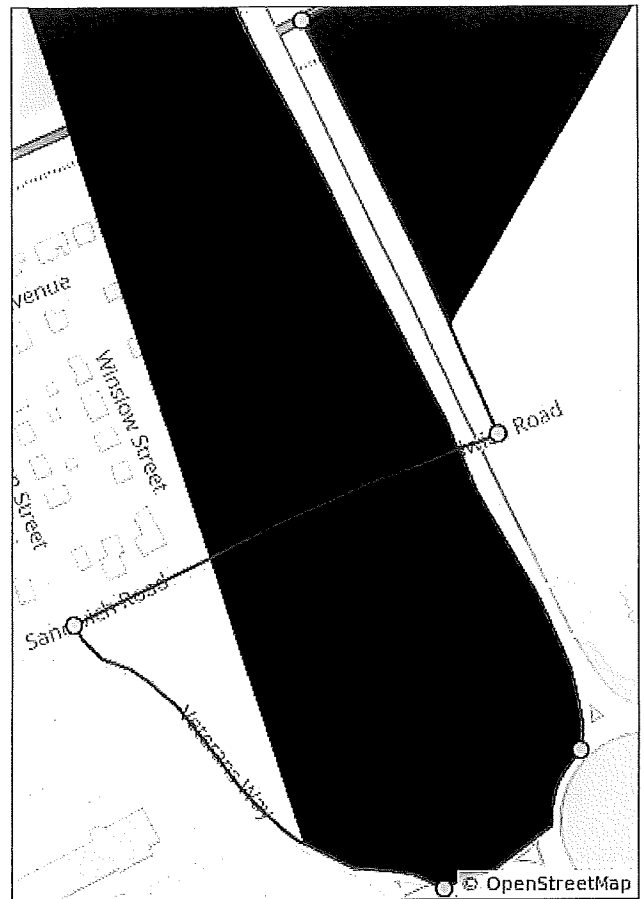
Num	Dist	Type	Note	Next
4.	1.5	←	Slight L onto Bourne Rotary Cir N	0.1
5.	1.6	↑	MA-28 S/MA-25 W ramp to Falmouth the Islands/I-495	0.1
6.	1.7	→	Keep R at the fork and merge onto MA-28 S	1.1



1.4 miles. +4/-2 feet

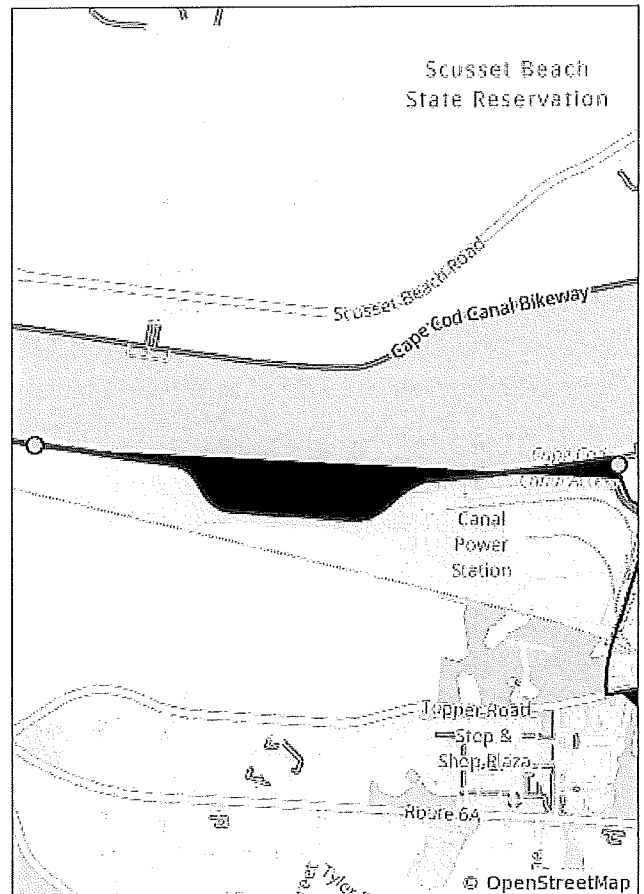
Num	Dist	Type	Note	Next
7.	2.8	↑	At the traffic circle, take the 2nd exit onto Trowbridge Rd	0.1
8.	2.9	→	R onto Veteran's Way	0.2
9.	3.0	→	R onto Sandwich Rd	0.2
10.	3.2	←	L onto Canal access road	0.2
11.	3.3	→	R onto Canal Service Rd	4.4

1.6 miles. +2/-74 feet

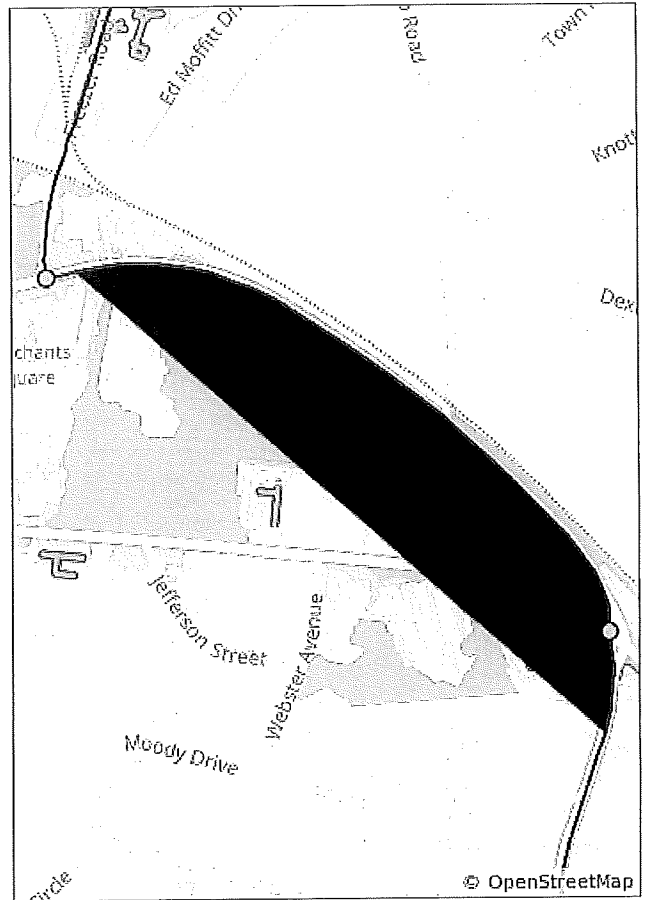


Num	Dist	Type	Note	Next
12.	7.7	i	Sandwich	0.8
13.	8.5	→	Slight R at Freezer Rd	0.3

5.2 miles. +0/-0 feet

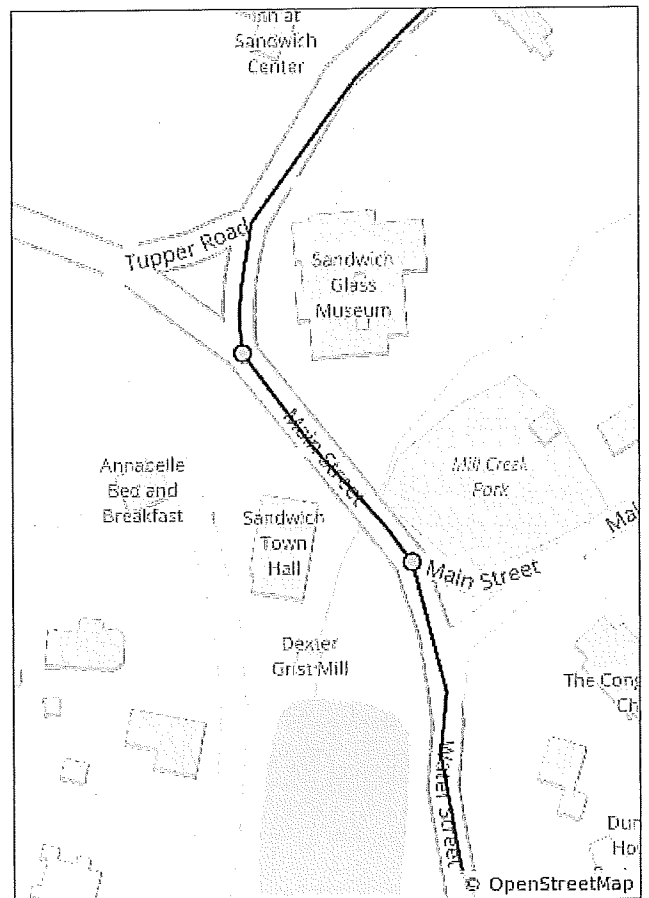


Num	Dist	Type	Note	Next
14.	8.9	←	L onto Tupper Rd	0.5
15.	9.3	↑	Cross RT6A	0.4



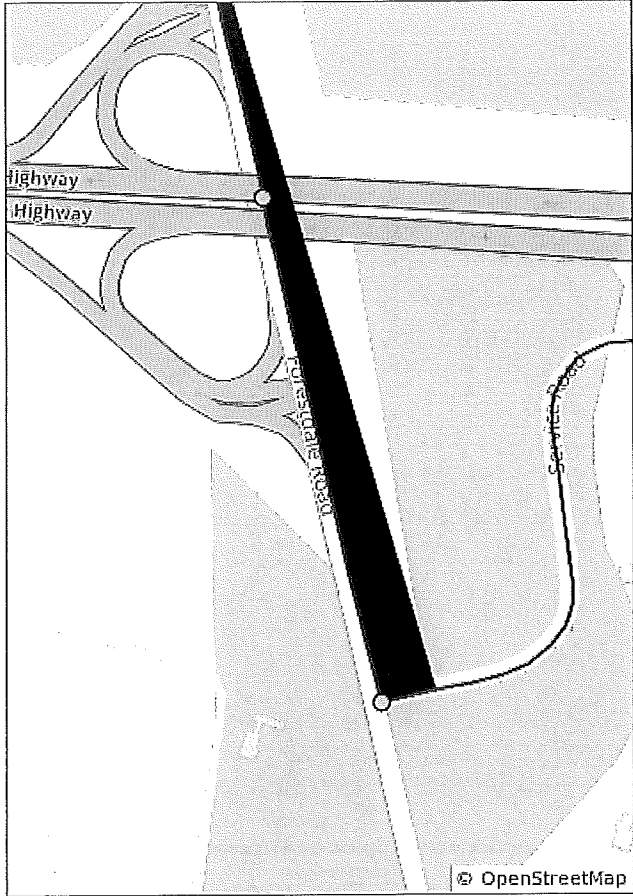
0.8 miles. +5/-11 feet

Num	Dist	Type	Note	Next
16.	9.8	←	L onto RT130/Main St	0.1
17.	9.8	↑	Continue onto RT130/Water St	1.4



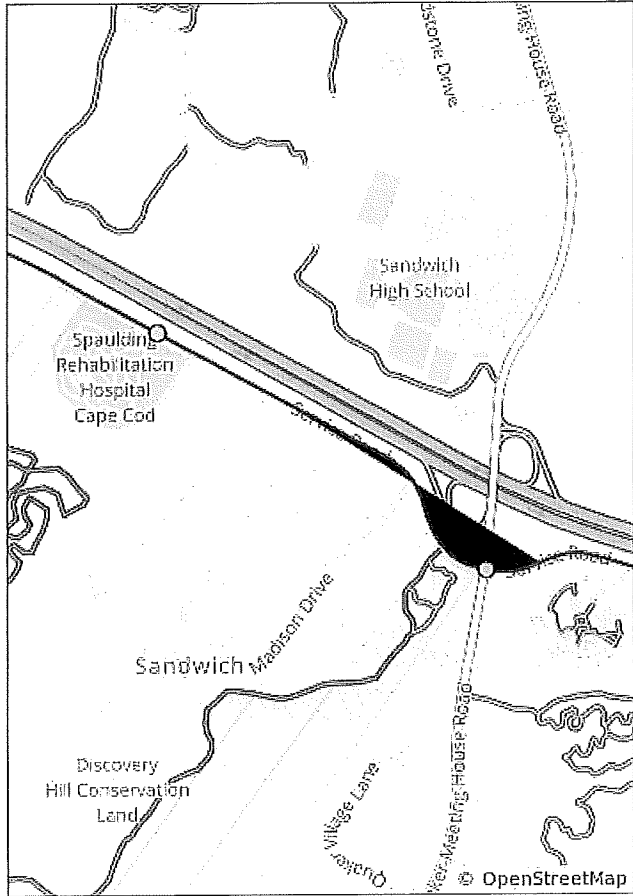
0.5 miles. +0/-1 feet

Num	Dist	Type	Note	Next
18.	11.2	↑	Under RT6	0.2
19.	11.4	←	L onto Service Rd	1.5



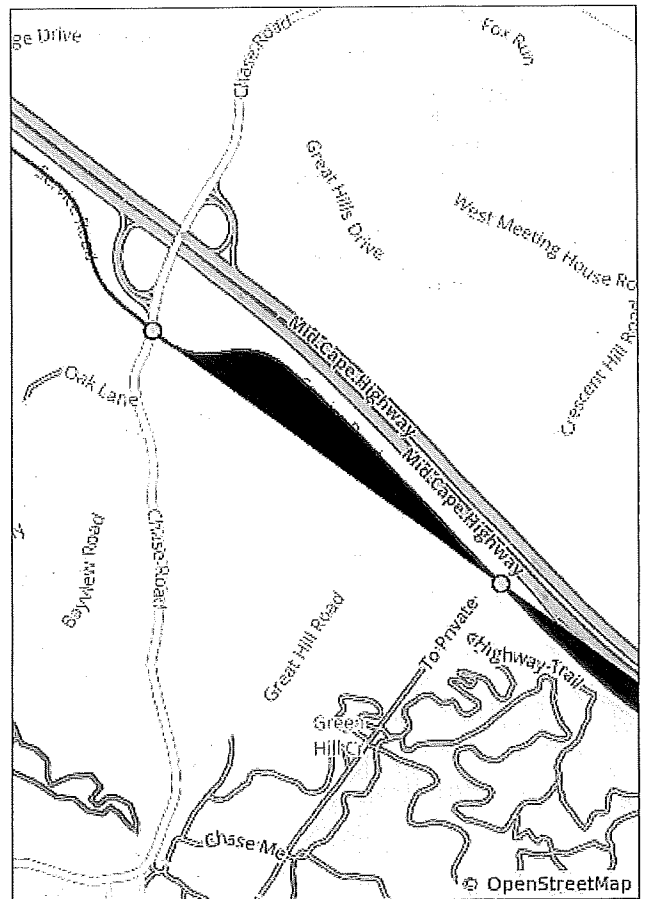
1.6 miles. +19/-0 feet

Num	Dist	Type	Note	Next
20.	12.9	⬇	Rest Stop 1- Cape Cod Rehab Hospital Rest Stop 1- Cape Cod Rehab Hospital	0.6
21.	13.4	↑	Cross Quaker Meeting House Rd	2.2



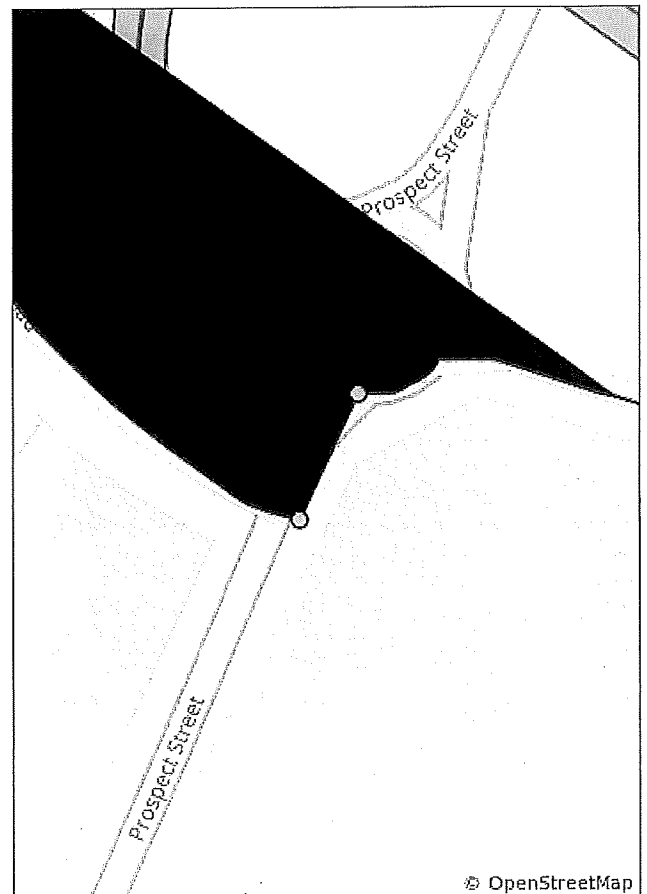
2.0 miles. +22/-27 feet

Num	Dist	Type	Note	Next
22.	15.6	↑	Cross Chase Rd	0.6
23.	16.2	i	Barnstable	1.8



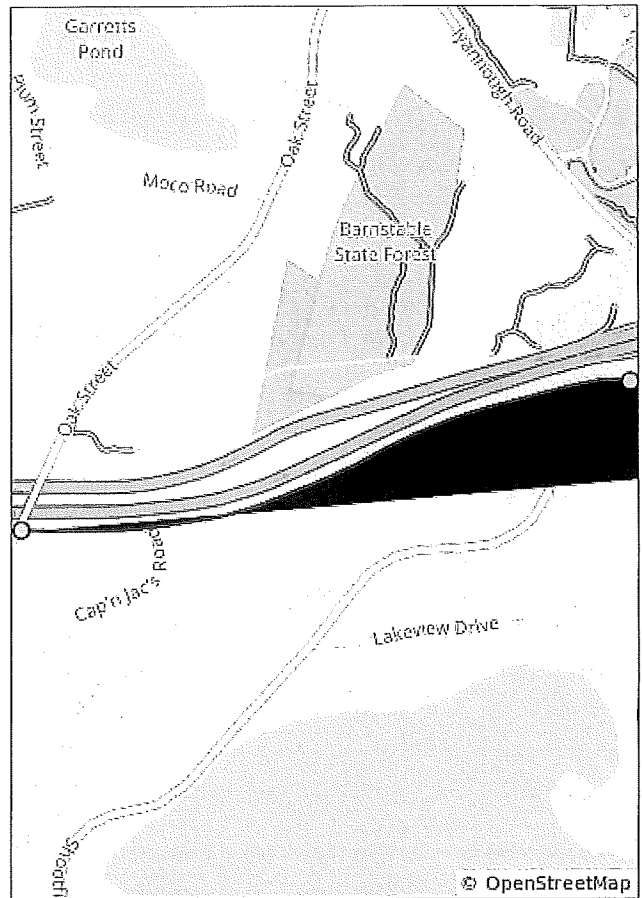
2.8 miles. +42/-1 feet

Num	Dist	Type	Note	Next
24.	18.0	←	L onto MA-149 N	0.0
25.	18.0	↑	At the traffic circle, take the 1st exit onto Service Rd	1.8



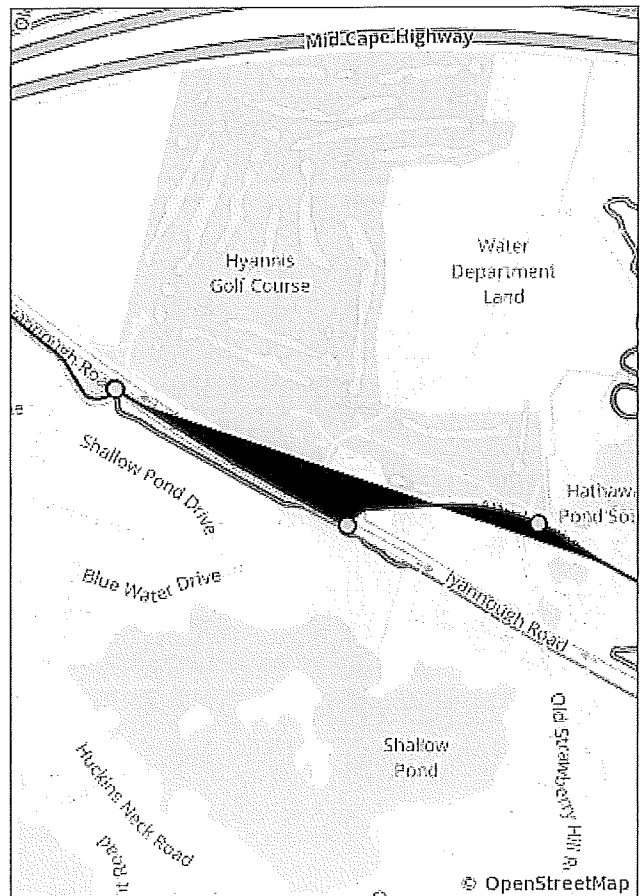
1.8 miles. +0/-0 feet

Num	Dist	Type	Note	Next
26.	19.9	↑	Cross Oak St	0.8
27.	20.7	↑	Continue onto Shootflying Hill Rd	0.6



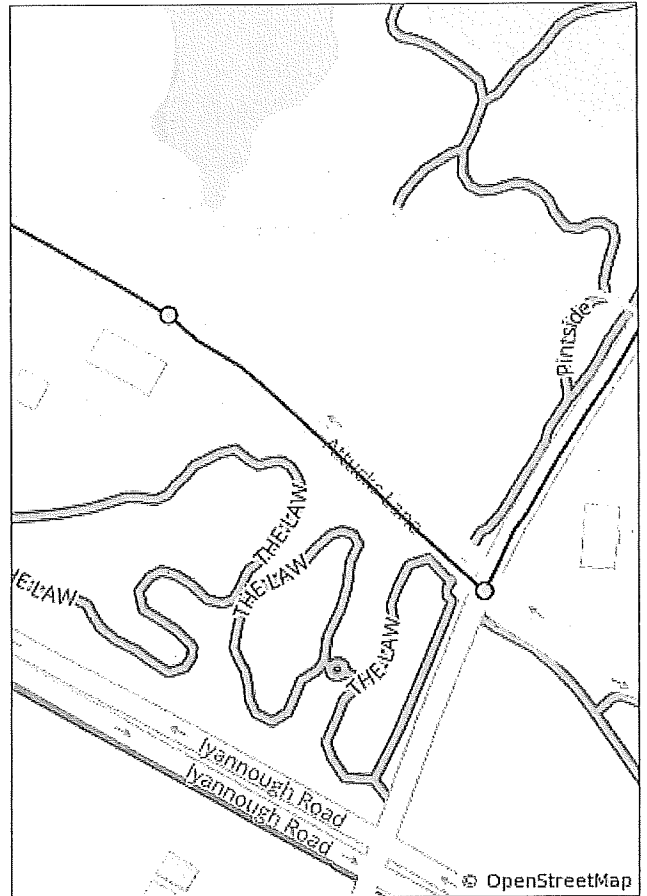
2.7 miles. +9/-71 feet

Num	Dist	Type	Note	Next
28.	21.3	→	R onto Iyannough Rd	0.0
29.	21.3	!	Use Caution	0.4
30.	21.7	←	L onto Attucks Ln/Old Route 132 St	0.3
31.	22.0	→	Rest Stop 2- Cape Cod 5 Saving Bank Rest Stop 2- Cape Cod 5 Savings Bank	0.2



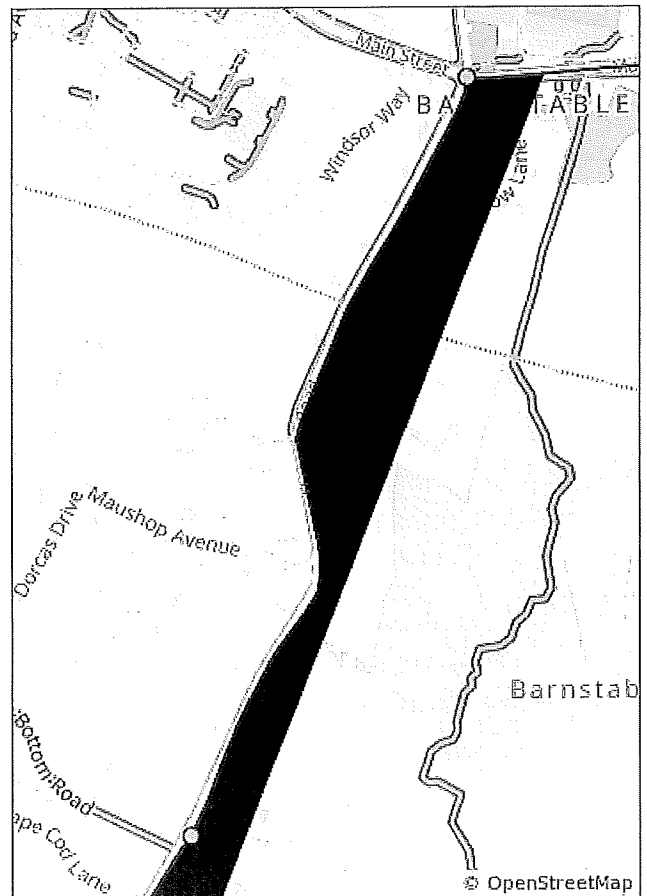
1.2 miles. +10/-26 feet

Num	Dist	Type	Note	Next
32.	22.2	→	Keep R at the fork	0.1
33.	22.3	←	L onto Phinneys Ln	1.2



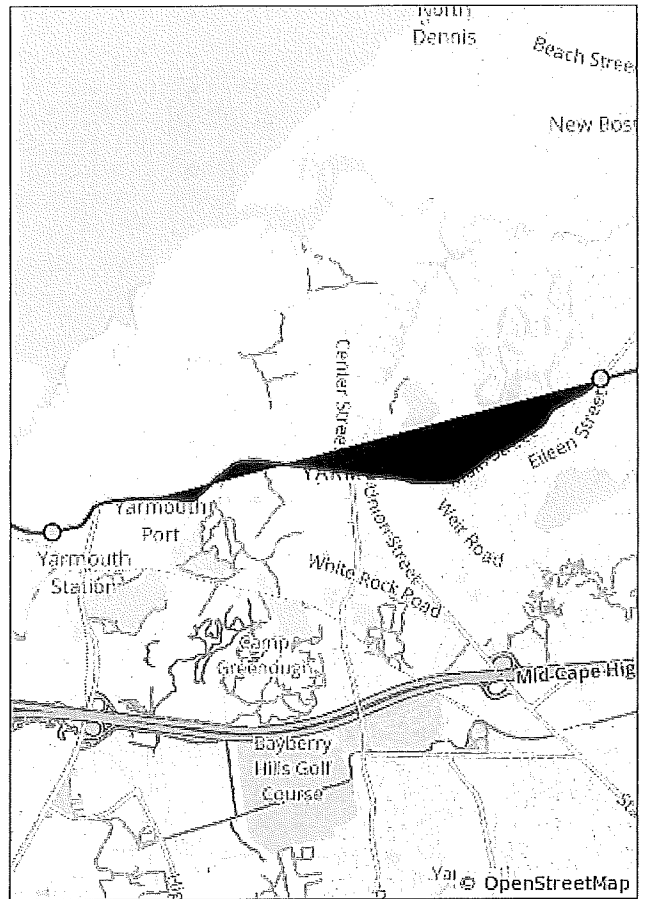
0.3 miles. +5/-1 feet

Num	Dist	Type	Note	Next
34.	23.5	↑	Continue onto Hyannis Rd	0.5
35.	24.0	→	R onto Main St	2.1



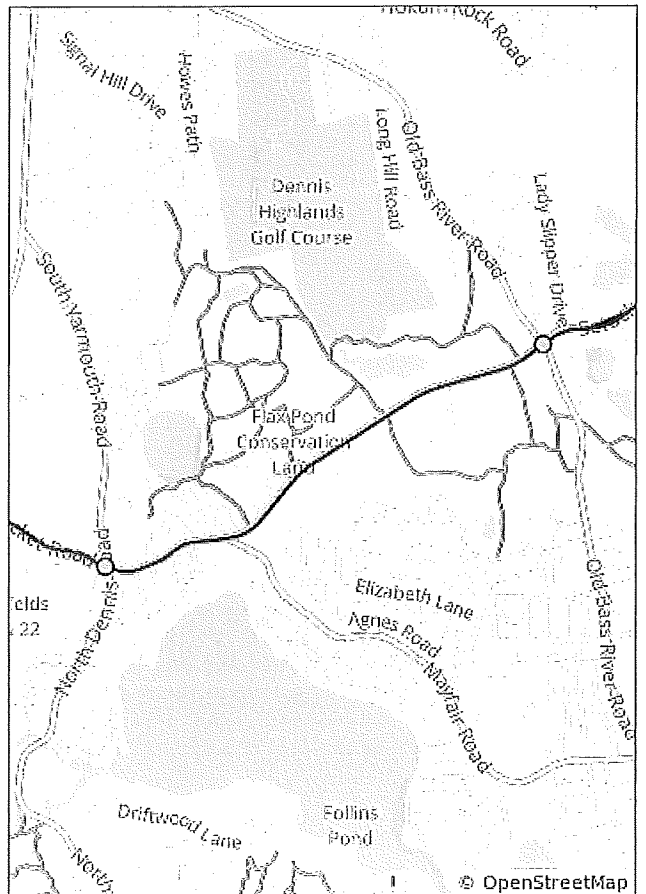
1.7 miles. +1/-48 feet

Num	Dist	Type	Note	Next
36.	26.2	<i>i</i>	Yarmouth	3.2
37.	29.4	→	Slight R onto Setucket Rd	0.7



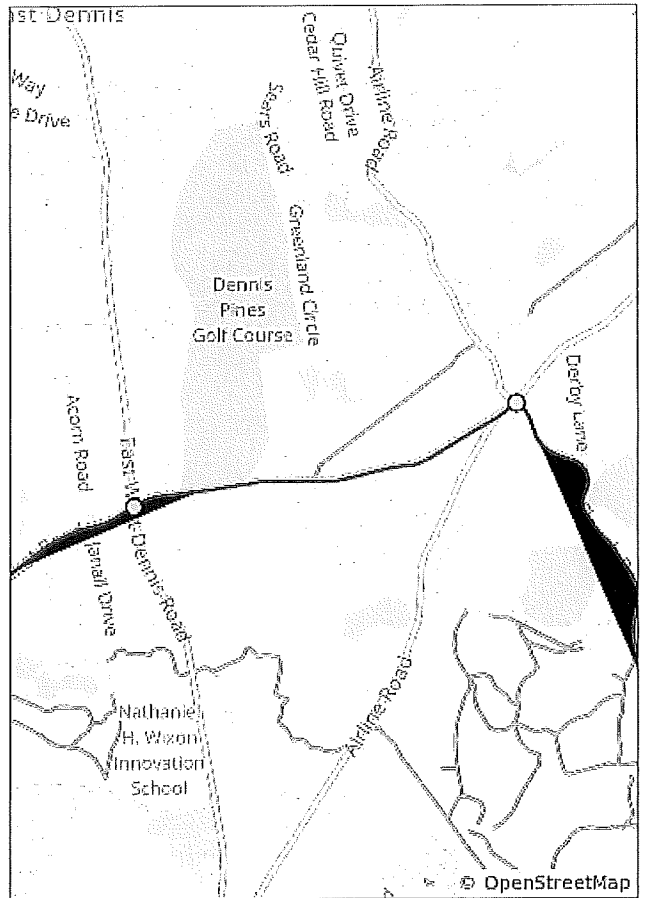
5.4 miles. +121/-120 feet

Num	Dist	Type	Note	Next
38.	30.1	↑	Cross N Dennis Rd	1.3
39.	31.5	↑	Cross Old Bass River Rd	0.6



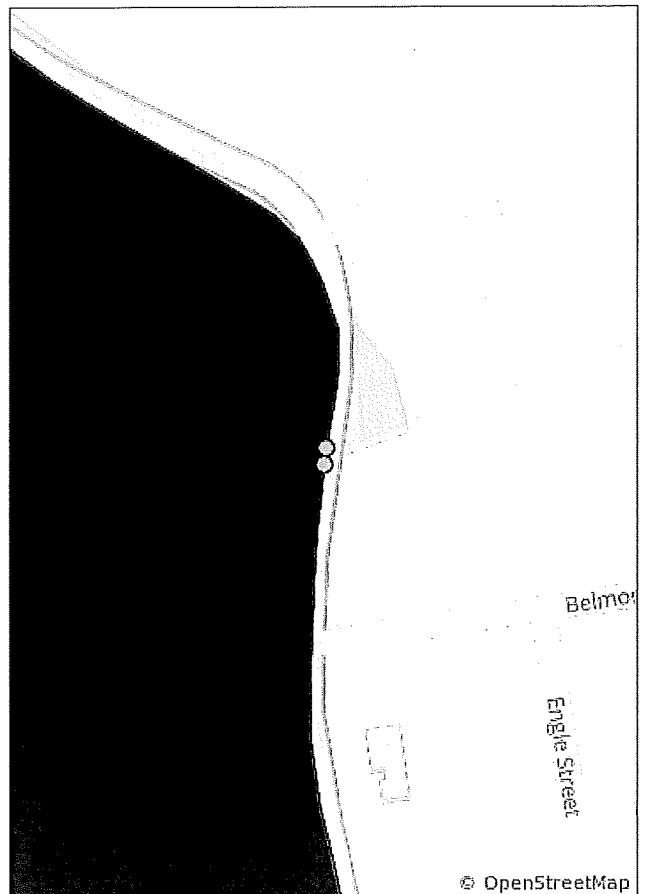
2.1 miles. +47/-40 feet

Num	Dist	Type	Note	Next
40.	32.1	↑	Cross RT 134	1.1
41.	33.1	→	R onto Slough Rd	1.7



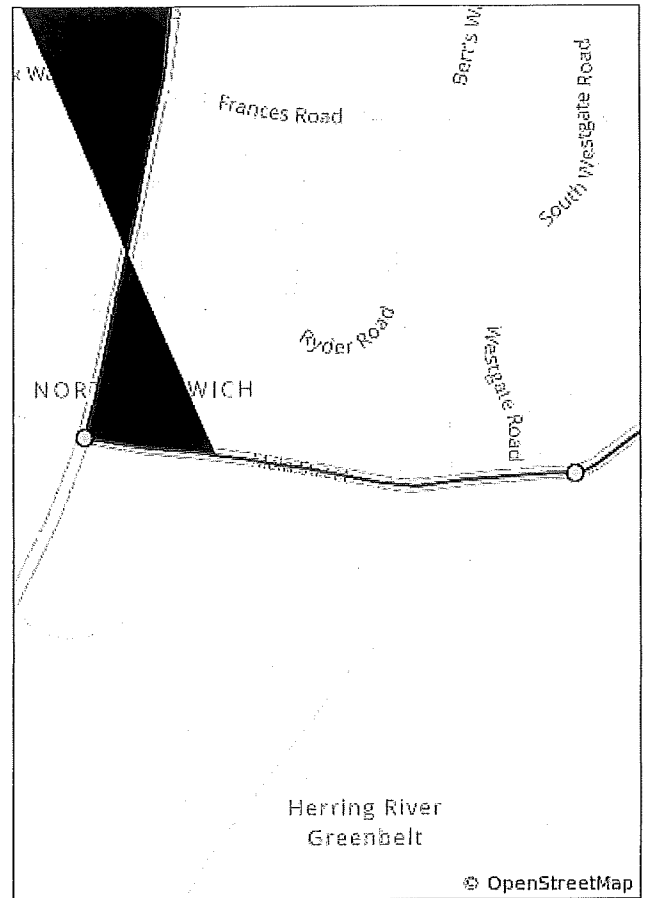
1.7 miles. +27/-11 feet

Num	Dist	Type	Note	Next
42.	34.8	↑	Continue onto Depot St	0.0
43.	34.8	<i>i</i>	Harwich	1.0



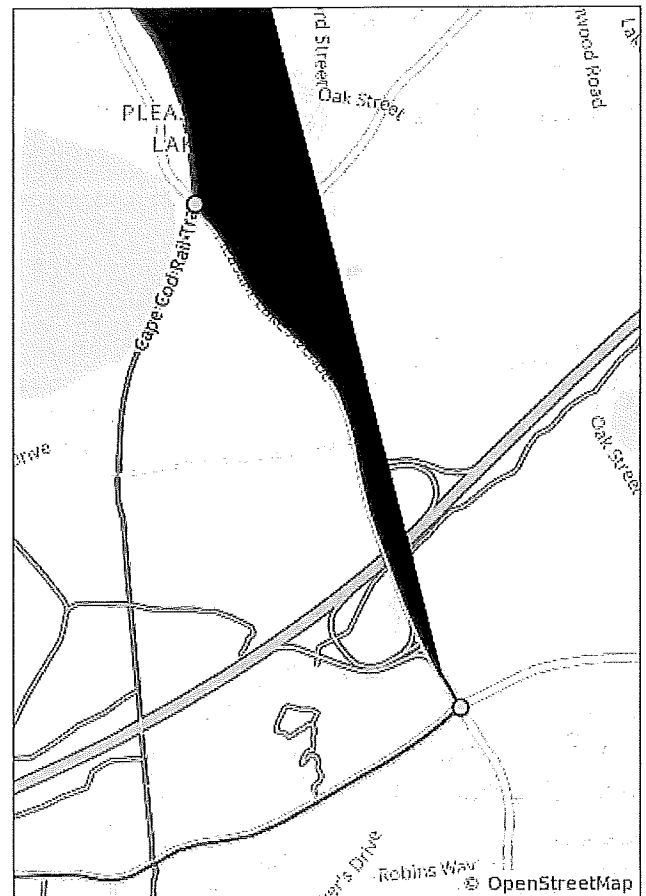
1.7 miles. +0/-0 feet

Num	Dist	Type	Note	Next
44.	35.8	←	L onto Main St	0.3
45.	36.1	←	Slight L onto Queen Anne Rd	2.2



1.3 miles. +5/-26 feet

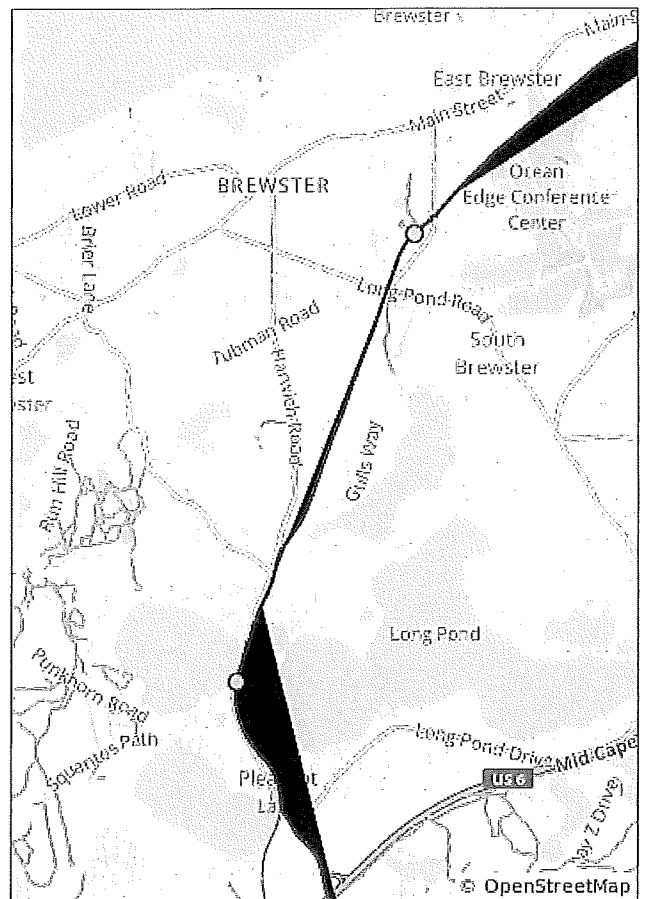
Num	Dist	Type	Note	Next
46.	38.3	←	L onto Pleasant Lake Ave	0.8
47.	39.0	→	R onto Cape Cod Rail Trail	0.8



2.9 miles. +27/-40 feet

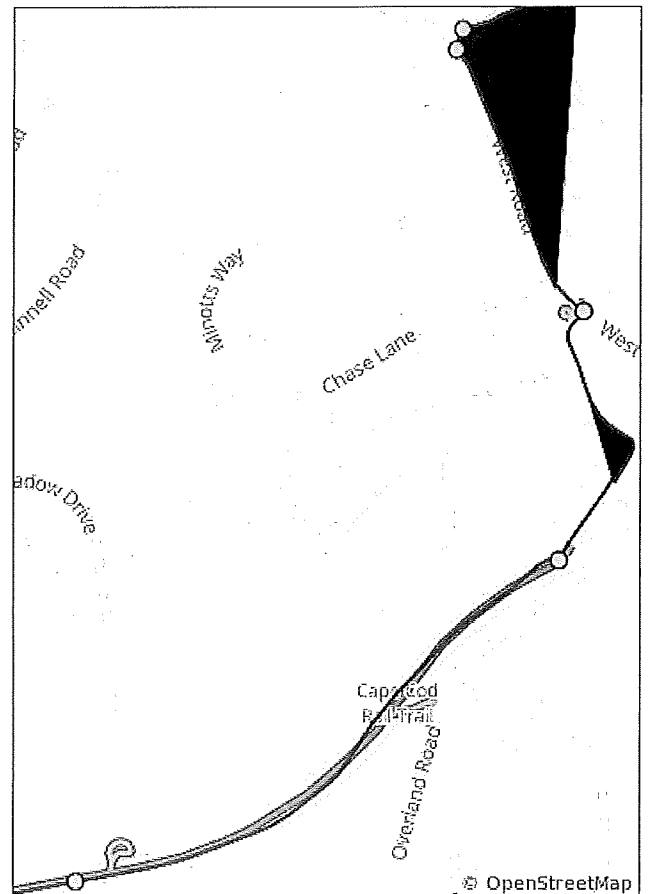
Num	Dist	Type	Note	Next
48.	39.8	←	Slight L to stay on Cape Cod Rail Trail	2.6
49.	42.3	ψ	Rest Stop 3-Stony Brook Elementary (Lunch) Rest Stop 3-Stony Brook Elementary (Lunch)	3.5

3.3 miles. +98/-28 feet

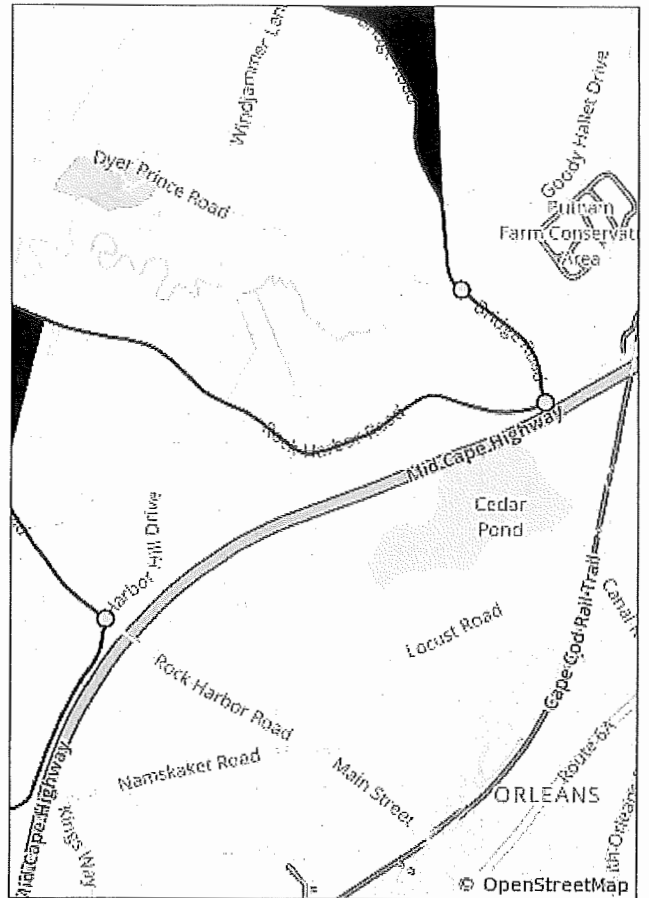


Num	Dist	Type	Note	Next
50.	45.8	i	Orleans	0.4
51.	46.2	←	L to stay on Cape Cod Rail Trail/Skaket Beach Rd	0.2
52.	46.4	←	L onto West Rd	0.2
53.	46.6	→	R toward Skaket Beach Rd	0.0
54.	46.6	→	R onto Skaket Beach Rd	0.5

4.3 miles. +33/-28 feet

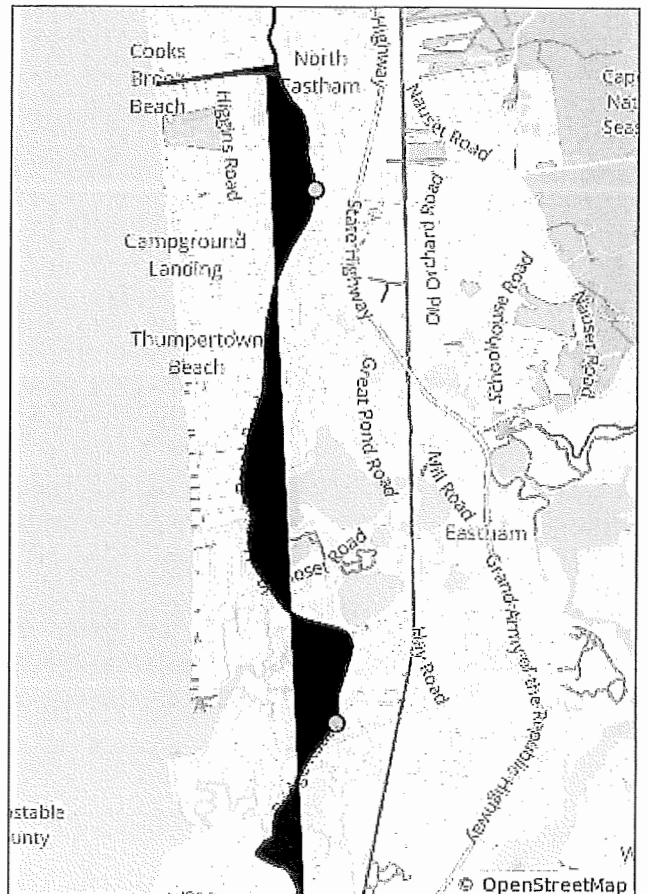


Num	Dist	Type	Note	Next
55.	47.1	←	L onto Rock Harbor Rd	1.4
56.	48.5	←	L onto Bridge Rd	0.2
57.	48.7	<i>i</i>	Eastham	1.4



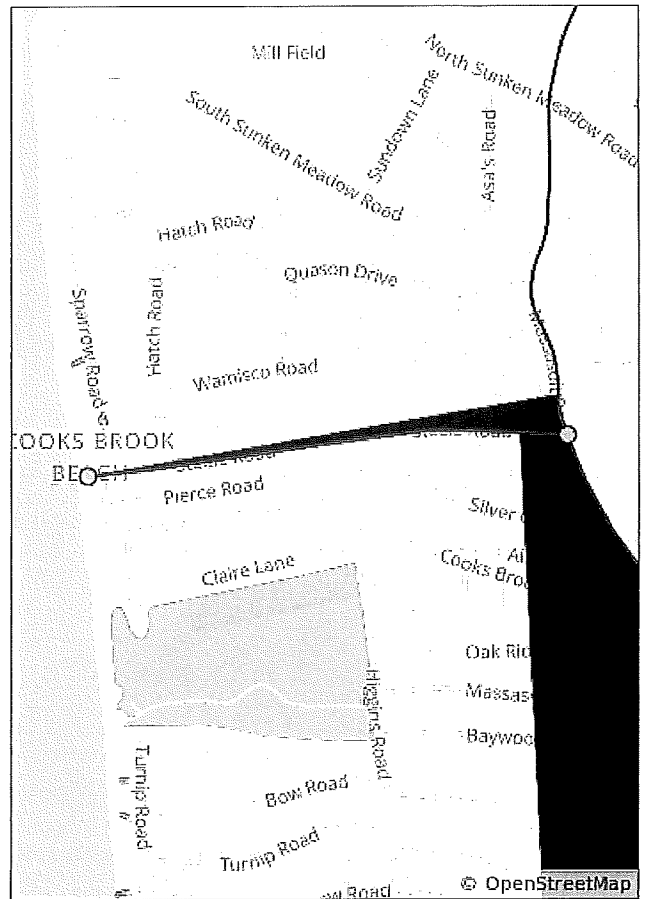
2.1 miles. +26/-65 feet

Num	Dist	Type	Note	Next
58.	50.1	←	Slight L onto Herring Brook Rd	3.2
59.	53.2	↑	Continue onto Massasoit Rd	0.7



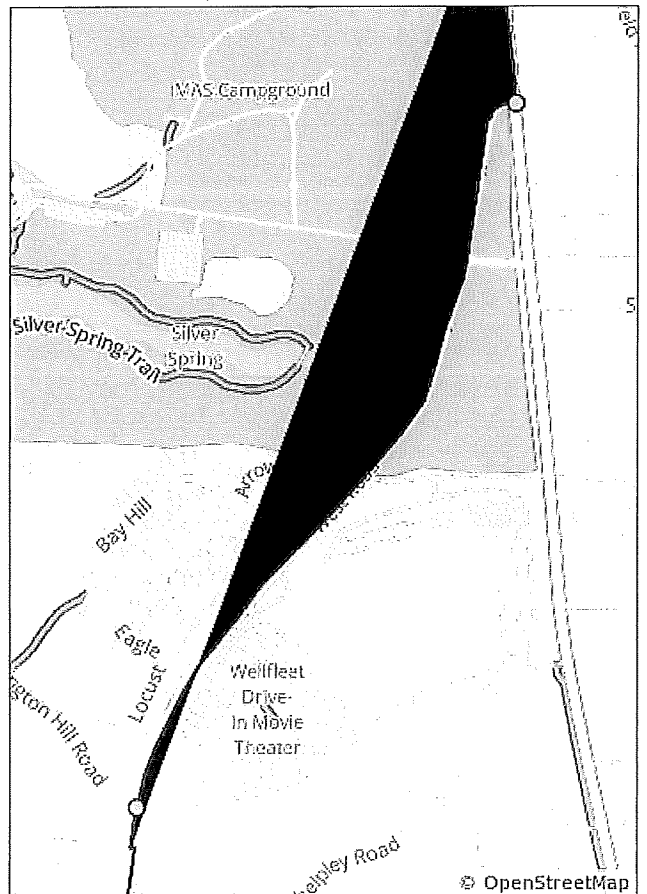
4.6 miles. +98/-85 feet

Num	Dist	Type	Note	Next
60.	53.9	←	L onto Steele Rd	0.6
61.	54.5	→	Rest Stop 4-Cooks Brook Beach Rest Stop 4-Cooks Brook Beach	1.5



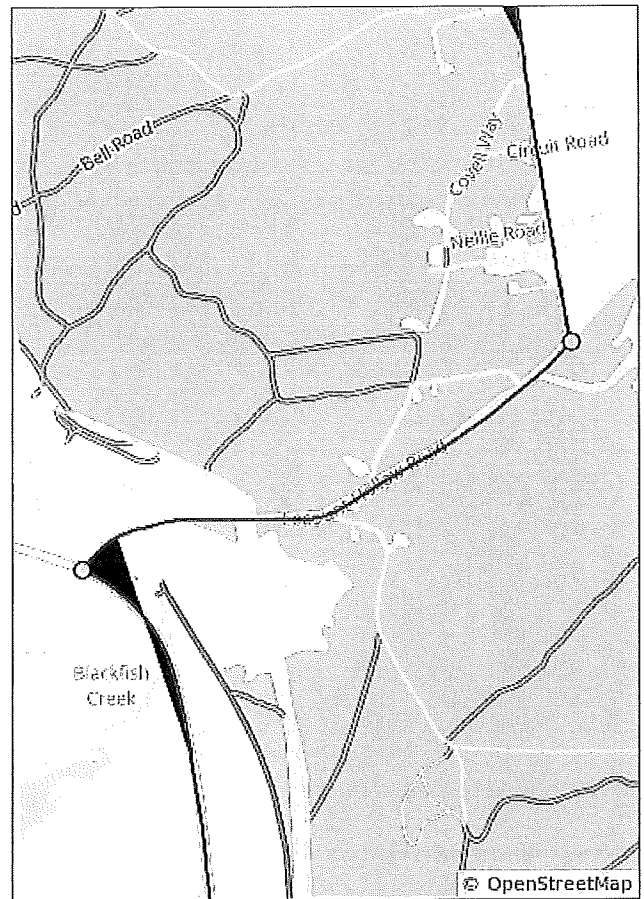
1.3 miles. +3/-11 feet

Num	Dist	Type	Note	Next
62.	56.0	i	Wellfleet	0.5
63.	56.6	←	L onto US-6 E	2.4



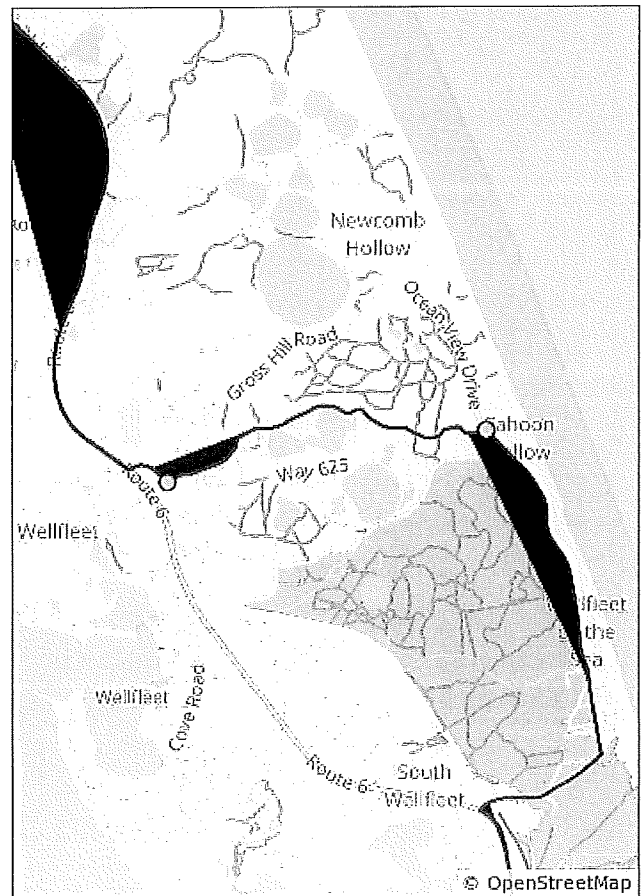
2.0 miles. +35/-24 feet

Num	Dist	Type	Note	Next
64.	58.9	→	R onto Lecount Hollow Rd	0.7
65.	59.7	←	L onto Ocean View Dr	1.9



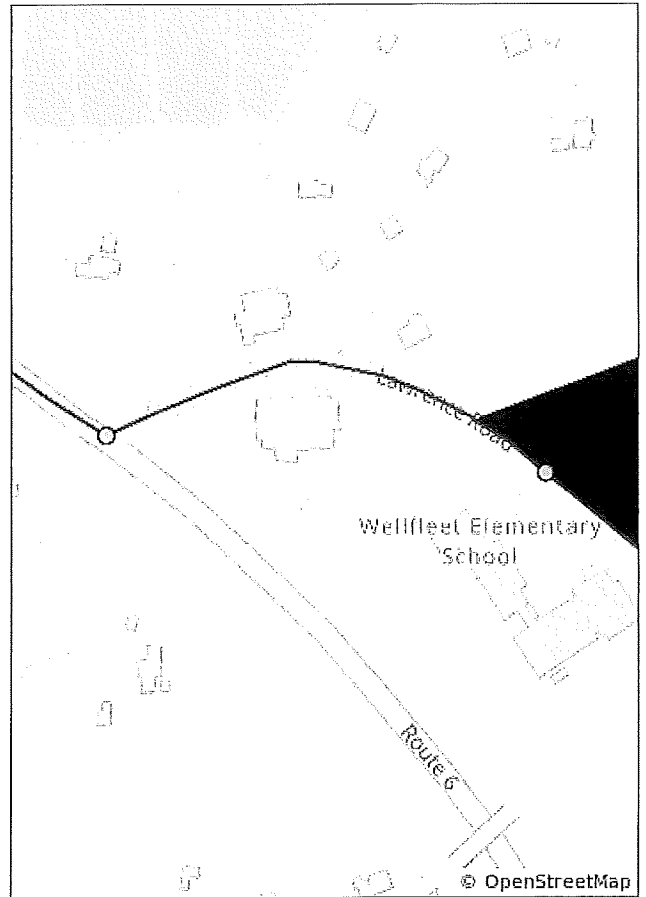
3.1 miles. +28/-26 feet

Num	Dist	Type	Note	Next
66.	61.6	←	Slight L onto Long Pond Rd	1.9
67.	63.4	→	R onto Lawrence Rd	0.1



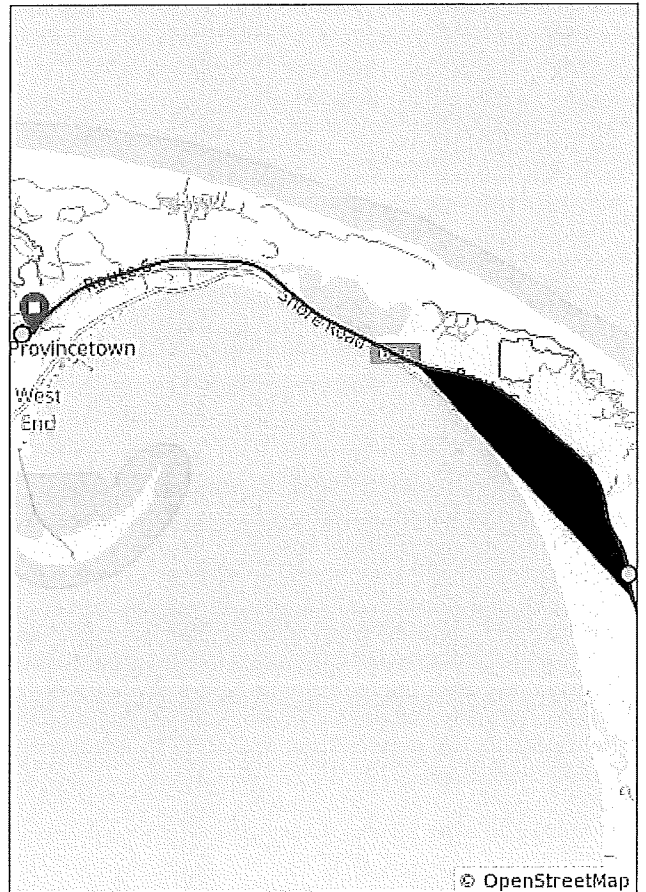
3.8 miles. +116/-138 feet

Num	Dist	Type	Note	Next
68.	63.5	←	Rest Stop 5- Wellfleet Elementary Rest Stop 5- Wellfleet Elementary	0.2
69.	63.7	→	R onto US-6 E	6.3



0.2 miles. +0/-30 feet

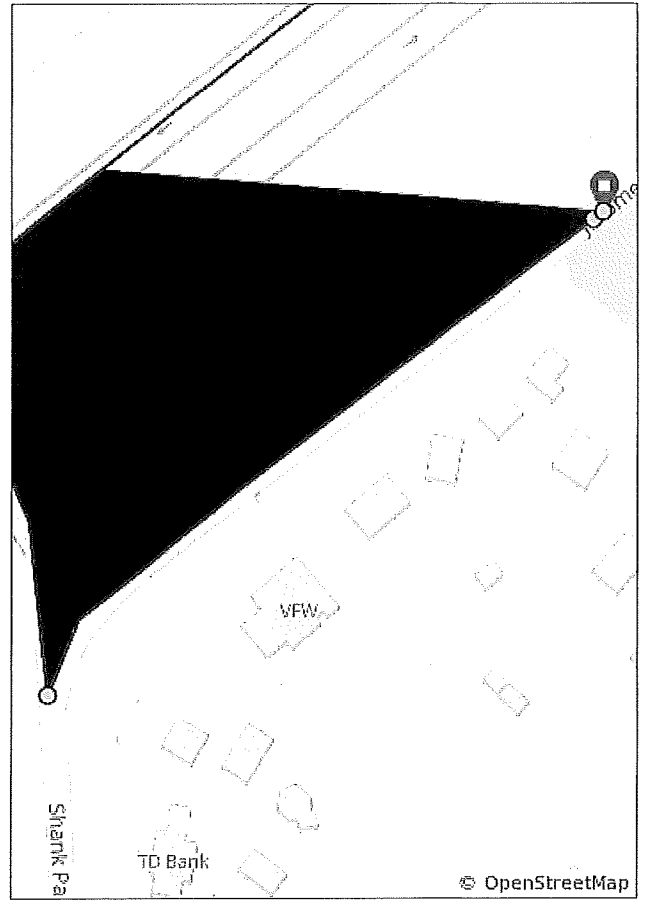
Num	Dist	Type	Note	Next
70.	70.0	⬇	Rest Stop 6- Truro Central School Rest Stop 6- Truro Central School	8.0
71.	78.1	←	L onto Shank Painter Rd	0.1



14.4 miles. +179/-235 feet

Num	Dist	Type	Note	Next
72.	78.1	←	Sharp L onto Jerome Smith Rd	0.1
73.	78.3	←	Finish Finish	0.0
74.	78.3	📍	End of route	0.0

0.2 miles. +0/-6 feet



	Start Time	Average MPH:		
Turn by turn	7:00 AM	20	14	8
Mile				
0	Start of route	7:00 AM	7:00 AM	7:00 AM
0	Start- Mass Maritime Academy	7:00 AM	7:00 AM	7:00 AM
0.38	Turn right onto Main St	7:01 AM	7:01 AM	7:02 AM
1.51	Slight left onto Bourne Rotary Cir N	7:04 AM	7:06 AM	7:10 AM
1.6	Take the MA-28 S/MA-25 W ramp to Falmouth the Islands/I-495	7:04 AM	7:06 AM	7:11 AM
1.74	Keep right at the fork and merge onto MA-28 S	7:05 AM	7:07 AM	7:12 AM
2.79	At the traffic circle, take the 2nd exit onto Trowbridge Rd	7:08 AM	7:11 AM	7:20 AM
2.86	Turn right onto Veteran's Way	7:08 AM	7:11 AM	7:20 AM
3.02	Turn right onto Sandwich Rd	7:08 AM	7:12 AM	7:21 AM
3.17	Left onto Canal access road	7:09 AM	7:13 AM	7:22 AM
3.32	Turn right onto Canal Service Rd	7:09 AM	7:13 AM	7:23 AM
7.71	Sandwich	7:22 AM	7:31 AM	7:55 AM
8.53	Slight right at Freezer Rd	7:24 AM	7:35 AM	8:01 AM
8.86	Turn left onto Tupper Rd	7:25 AM	7:36 AM	8:03 AM
9.34	Cross RT6A	7:26 AM	7:38 AM	8:07 AM
9.76	Left onto RT130/Main St	7:28 AM	7:40 AM	8:10 AM
9.81	Continue onto RT130/Water St	7:28 AM	7:40 AM	8:10 AM
11.19	Under RT6	7:32 AM	7:46 AM	8:20 AM
11.37	Turn left onto Service Rd	7:32 AM	7:46 AM	8:21 AM
12.86	Rest Stop 1- Cape Cod Rehab Hospital	7:37 AM	7:52 AM	8:32 AM
13.41	Cross Quaker Meeting House Rd	7:38 AM	7:55 AM	8:36 AM
15.64	Cross Chase Rd	7:45 AM	8:04 AM	8:52 AM
16.23	Barnstable	7:46 AM	8:06 AM	8:56 AM
18.02	Turn left onto MA-149 N	7:51 AM	8:14 AM	9:09 AM
18.04	At the traffic circle, take the 1st exit onto Service Rd	7:51 AM	8:14 AM	9:09 AM
19.88	Cross Oak St	7:57 AM	8:21 AM	9:23 AM
20.72	Continue onto Shootflying Hill Rd	7:59 AM	8:25 AM	9:29 AM
21.33	Turn right onto Iyannough Rd	8:01 AM	8:27 AM	9:33 AM
21.34	Use Caution	8:01 AM	8:27 AM	9:33 AM
21.7	Turn left onto Attucks Ln/Old Route 132 St	8:02 AM	8:29 AM	9:36 AM
21.96	Rest Stop 2- Cape Cod 5 Saving Bank	8:03 AM	8:30 AM	9:38 AM
22.16	Keep right at the fork	8:03 AM	8:31 AM	9:39 AM
22.3	Turn left onto Phinneys Ln	8:04 AM	8:31 AM	9:40 AM
23.48	Continue onto Hyannis Rd	8:07 AM	8:36 AM	9:49 AM
24.03	Turn right onto Main St	8:09 AM	8:38 AM	9:53 AM
26.16	Yarmouth	8:15 AM	8:47 AM	10:08 AM
29.39	Slight right onto Setucket Rd	8:24 AM	9:00 AM	10:31 AM
30.12	Cross N Dennis Rd	8:26 AM	9:03 AM	10:36 AM

31.46	Cross Old Bass River Rd	8:30 AM	9:09 AM	10:46 AM
32.07	Cross RT 134	8:32 AM	9:11 AM	10:50 AM
33.14	Turn right onto Slough Rd	8:35 AM	9:16 AM	10:58 AM
34.81	Continue onto Depot St	8:40 AM	9:23 AM	11:10 AM
34.81	Harwich	8:40 AM	9:23 AM	11:10 AM
35.79	Turn left onto Main St	8:43 AM	9:27 AM	11:17 AM
36.12	Slight left onto Queen Anne Rd	8:44 AM	9:28 AM	11:20 AM
38.28	Turn left onto Pleasant Lake Ave	8:50 AM	9:37 AM	11:35 AM
39.04	Turn right onto Cape Cod Rail Trail	8:52 AM	9:40 AM	11:41 AM
39.79	Slight left to stay on Cape Cod Rail Trail	8:54 AM	9:43 AM	11:46 AM
42.34	Rest Stop 3- Stony Brook Elementary (Lunch)	9:01 AM	9:54 AM	12:04 PM
45.81	Orleans	9:11 AM	10:08 AM	12:29 PM
46.21	Turn left to stay on Cape Cod Rail Trail/Skaket Beach Rd	9:13 AM	10:10 AM	12:32 PM
46.41	Turn left onto West Rd	9:13 AM	10:10 AM	12:34 PM
46.6	Turn right toward Skaket Beach Rd	9:14 AM	10:11 AM	12:35 PM
46.62	Turn right onto Skaket Beach Rd	9:14 AM	10:11 AM	12:35 PM
47.07	Turn left onto Rock Harbor Rd	9:15 AM	10:13 AM	12:38 PM
48.48	Turn left onto Bridge Rd	9:19 AM	10:19 AM	12:49 PM
48.67	Eastham	9:20 AM	10:20 AM	12:50 PM
50.06	Slight left onto Herring Brook Rd	9:24 AM	10:25 AM	1:00 PM
53.24	Continue onto Massasoit Rd	9:33 AM	10:39 AM	1:23 PM
53.9	Turn left onto Steele Rd	9:35 AM	10:41 AM	1:28 PM
54.54	Rest Stop 4- Cooks Brook Beach	9:37 AM	10:44 AM	1:32 PM
56.03	Wellfleet	9:41 AM	10:50 AM	1:43 PM
56.57	Turn left onto US-6 E	9:42 AM	10:52 AM	1:47 PM
58.94	Turn right onto Lecount Hollow Rd	9:49 AM	11:02 AM	2:04 PM
59.68	Turn left onto Ocean View Dr	9:51 AM	11:05 AM	2:09 PM
61.55	Slight left onto Long Pond Rd	9:57 AM	11:13 AM	2:23 PM
63.45	Turn right onto Lawrence Rd	10:02 AM	11:21 AM	2:36 PM
63.53	Rest Stop 5- Wellfleet Elementary	10:02 AM	11:21 AM	2:37 PM
63.69	Turn right onto US-6 E	10:03 AM	11:22 AM	2:38 PM
70.03	Rest Stop 6- Truro Central School	10:21 AM	11:48 AM	3:24 PM
78.07	Turn left onto Shank Painter Rd	10:44 AM	12:21 PM	4:22 PM
78.14	Sharp left onto Jerome Smith Rd	10:45 AM	12:21 PM	4:22 PM
78.26	Finish	10:45 AM	12:21 PM	4:23 PM
78.26	End of route	10:45 AM	12:21 PM	4:23 PM



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 Hamrick Chamber of Commerce Charitable Foundation Annual 5K Phone 508-430-1165

Mailing Address 1 Schoolhouse Road Harwich Port, MA 02646

Owners Name & Address 1 Schoolhouse Road Harwich Port, MA 02646

Email Address Cyndie@harwickcc.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 _____
- Location of entertainment (Inside and/or outside) _____
- Address where entertainment will be playing _____

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 Begins and Ends in municipal parking lot see map attached

Date & Time Saturday June 24, 2023 9-1pm

Route/Location for Road Race See attached

Provide any additional information necessary for the Board of Selectmen show an annual road race money raised goes towards scholarships or grants for the health & wellness of the youth in Harwich.

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.

Cynthia Williams, Exec. Director
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

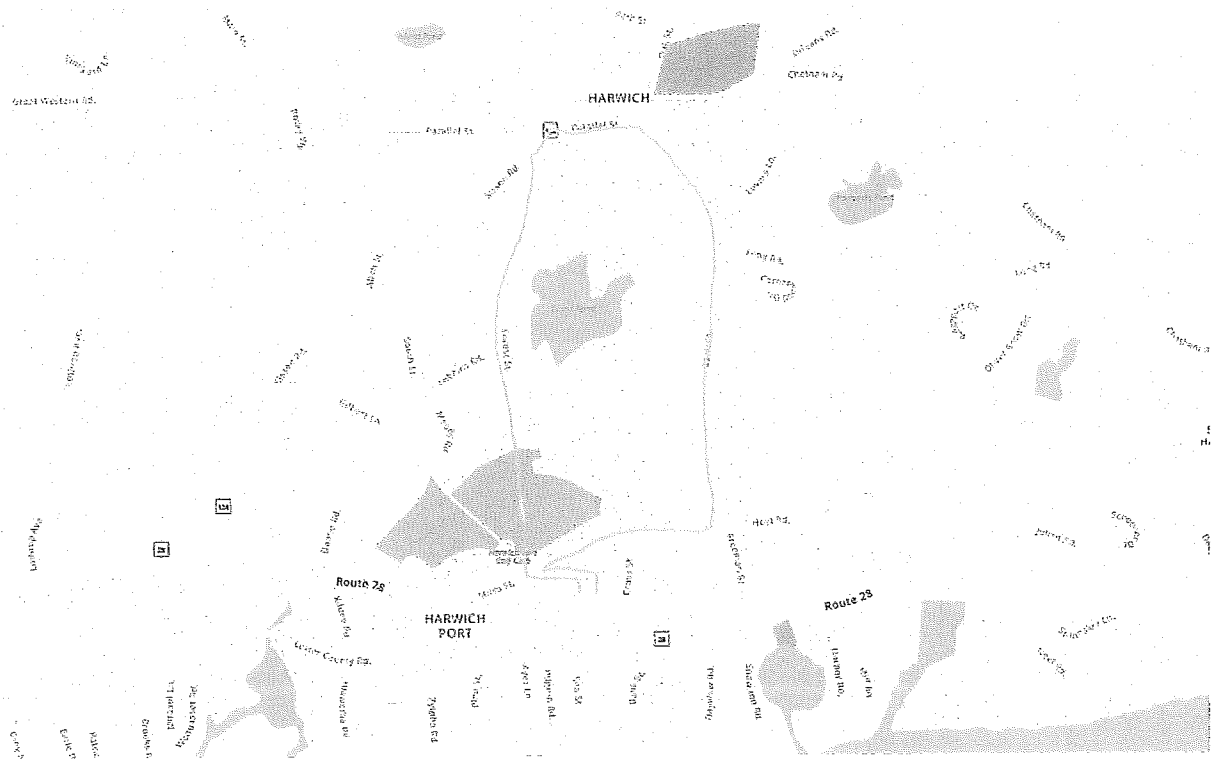
[Signature]
Recreation Department

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

Harwich Chamber of Commerce Charitable Foundation Annual 5 K Road Race NEW Route Per Harwich Police Lt. Adam Hutton

Out of the back of the Municipal Parking lot your lot, left on Pleasant, Right onto South for short gap and stay right onto Forrest, Right on Sisson, Right on Parallel, Right on Bank, Right on Miles, Left onto Pleasant, Right back into lot





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 Port, MA 02646
Owners Name & Address Cyndi Williams - Executive Director
Email Address Cyndi@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
July & August - used on Wednesday nights - 5pm-8pm
- Location of entertainment (Inside and/or outside)
3-4 Bands scattered strategically along Rt 28
- Address where entertainment will be playing
Variety of Harwich Chamber members & Deane Park.

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 Port Summer Nights - music Wednesday Nights
Date & Time July 5th thru August 30, 2013 5pm-8pm
Route/Location for Road Race Harwich Chamber coordinated & Book all Bands - Police Details

Provide any additional information necessary for the Board of Selectmen _____

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

Ayden Williams / Exec Director
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

** Food applicants must be permitted 30 days prior.*



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 508-430-1116
 Mailing Address 1 Schoolhouse Road Harwich Port
 Owners Name & Address 1 Schoolhouse Road Harwich Port, MA 02646
 Email Address Cyndi@harwickcc.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
- Location of entertainment (Inside and/or outside)
- Address where entertainment will be playing

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
- Annual Fireworks
 During Cranberry
 Festival*

REQUIRED FOR ROAD RACE/CRAFT FAIR/ANY OTHER EVENT

Address of Event Fireworks - Whitehouse Field - Harwich Center
 Date & Time Saturday - September 16, 2023 8pm-9pm (latest)
 Route/Location for Road Race _____

Provide any additional information necessary for the Board of Selectmen Annual Fireworks
coordinated & produced by the Harwich Chamber following
Cranberry. We have Police & Fire Details.

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.

Cydney Williams, Exec. Director

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

Harwich Recreation Department

Youth, Park, Beach, & Commission

USE OF FACILITY FORM



DATE _____

LOCATION REQUEST

_____ BEACH or PARK
 _____ BROOKS PARK & GAZEBO
 _____ BROOKS FIELD / COURT
 _____ VETERAN'S MEMORIAL FIELD COMPLEX
 _____ BASEBALL _____ SOFTBALL _____ MULTI

_____ SR MEMORIAL FIELD
 _____ WHITEHOUSE FIELD
 _____ J McPHEE SOCCER FIELD
 _____ POTTER SOFTBALL FIELD
 _____ NON-PROFIT Y / N

CONTACT PERSON Cyndi Williams ORGANIZATION Harwich Chamber of Commerce

MAILING ADDRESS 1 Schoolhouse Road CITY, ST, ZIP Harwich MA 02646

EMAIL Cyndi@harwichcc.com CELL PHONE 508-430-1105

PURPOSE OF REQUEST Location of Fireworks # OF ATTENDEES _____

DATE(S) REQUESTED* Saturday Sept 16, 2003 Sunday Sept 17th Cleanup

*ALL DATES ARE SUBJECT TO AVAILABILITY

HOURS OF USE 1pm Saturday - Thru Sunday 10am cleanup. AREA REQUESTED _____
8am-10am

SPECIAL REQUESTS OR NEEDS Annual Fireworks

- ❖ Use of temporary tents larger than 12'x12' require location approval and a separate Town TENT PERMIT
- ❖ Use of tent stakes over 8" requires ADDITIONAL PERMISSIONS
- ❖ Activities dispensing food to the PUBLIC requires Harwich Board of Health PERMIT
- ❖ Approval pending all other required Town permits and approvals
- ❖ APPLICATION DEADLINE FOR FIELD USE FOR ANY YEAR IS FEBRUARY 1ST

USE	FEE	CAP	REFUNDABLE DEPOSIT	TOTAL DUE
FIELD OR COURT USE - ONE GAME	\$20.00	\$1000	\$50.00*	_____
* WHITEHOUSE FIELD USE - ONE GAME	\$50.00	\$1000	\$50.00*	_____
FIELD/WHF MULTI DAY USE	\$150/FIELD/DAY		\$50.00-\$500*	<u>150.00</u>
PARK OR BEACH USE - FULL DAY, WEDDING, FAMILY FUNCTION, OR SPECIAL EVENT	\$150.00		\$50.00-\$500*	_____
USE OF ELECTRICITY - PARKS	\$25/DAY		\$50.00*	_____
FIELD, PARK, BEACH USE - MULTI DAY EVENT	\$150.00/DAY		\$50.00-\$500*	_____
WHF LIGHT USAGE CHARGE/PER USE (BILLABLE IN 1/4 HOUR INCREMENTS)	\$65.00/HOUR		\$500.00*	_____
BEACH COOK FIRE	\$ 20.00		\$50.00*	_____

* <100 people \$50 deposit required, >100 people \$100 deposit required, >200 people \$300 deposit required, > 500 people \$500 deposit required. DEPOSITS WILL BE REFUNDED AFTER A SITE INSPECTION HAS BEEN COMPLETED AND/OR APPLIED TO USE OF FACILITY INVOICES WITH ANY UNUSED BALANCE RETURNED.



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

Initials

APPLICANT SIGNATURE Cyndi Williams

TITLE Exec Director

BY: _____
 RECREATION REPRESENTATIVE

DATE Feb 22, 2003

100 Oak Street
 Director:
 Eric J. Beebe 508-430-7552
 ebeebe@town.harwich.ma.us

Harwich, MA 02645
 Executive Assistant:
 Lee A. Ames 508-430-7553
 leeames@town.harwich.ma.us

Fax 508-430-7579
 Recreation Program Specialist:
 Susan H. Fraser 508-430-7554
 sfraser@town.harwich.ma.us

Harwich By-Law/Charter Review Committee
2023 Recommendations to the Board of Selectmen

In keeping with the charge of the Harwich By-Law/Charter Review Committee, we herewith submit our recommendations for Charter revisions for consideration at the May 2023 Annual Town Meeting.

1. Restructure the timelines and deadlines for budgets and/or other financial considerations ahead of Town Meeting as outlined in the 2023 schedule proposed by the Town Administrator or as contained in the original 1987 Charter. (see attached Exhibits 1 & 2 attached).
2. Clarify Section 4-5-2 to specify that new or expanded position are to be voted separately in articles in the first year. (Exhibit 3, Possible amendment language).
3. Clarify Section 4-4-1 and 4-4-2 to specify that the time available to Selectmen for approving or denying Town Administrator's appointments should be identified as "business" days.
4. Clarify Section 9-6-3 to replace the words "during the month of December" to read: "no later than December 15th".
5. Modify Section 2-3-1 to state that town meeting will be held during the first full week of May.

In addition, the Committee is in full support of a proposal from the Water/Wastewater Commission and Superintendent to seek approval of legislation and/or a by-law that would allow for including water fines in customers' regular usage billings.

The Committee looks forward to further discussions on these recommendations as well as any others currently under consideration by the Board of Selectmen or as might be put suggested for inclusion in the May 2023 Annual Town Meeting Warrant by other town agencies, committees, and citizens.

Respectfully submitted,
Sandra Hall, Chair
Carol Thayer, Vice Chair
Deb Sementa, Clerk
Anita Doucette
Linda Cebula

OLD BUSINESS

Danielle Freiner

From: Meggan Eldredge
Sent: Monday, February 27, 2023 10:12 AM
To: Don Howell; Michael D. MacAskill; Julie Kavanagh; Mary Anderson; Larry Ballantine
Cc: Joe Powers
Subject: Draft job description
Attachments: Town of Harwich Human Resources Administrator job description DRAFT 1.docx

BLIND COPY TO THE BOARD OF SELECTMEN

Good morning member of the Board,

Chairman MacAskill has requested that I share the attached draft job description with you for ahead of tonight's meeting. The draft is for a Human Resources Administrator position within the Personnel Bylaw. I researched salary comparisons throughout the Cape and feel the pay grade is in keeping with other similar positions on the Cape. I also extracted pertinent essential duties from job descriptions of other Human Resource professional within the Commonwealth.

This job description entails the majority of the Human Resource duties that I currently undertake as Assistant Town Administrator. Creating this position will significantly improve the amount of time I can dedicate to other essential tasks.

Thank you for reviewing this and please feel free to reach out to me with any questions.

Best,
Meggan

Meggan Eldredge
Assistant Town Administrator

Harwich, Massachusetts
Human Resources Administrator Job Description

Position Title: Human Resources Administrator
Classification: Personnel Bylaw M-4
FY23 Range: \$78,432.72-97,822.08

SUMMARY DESCRIPTION

Performs professional, confidential and administrative work related to human resources, including ensuring compliance with state and federal laws as well as Town Personnel Policies and Procedures and Collective Bargaining Agreements. Responsible for benefits administration, recruitment, employee relations, training and all other work as required. Reports to Assistant Town Administrator.

ESSENTIAL DUTIES AND RESPONSIBILITIES

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

1. Oversees administration of various employee benefit programs, including health, life, voluntary dental, and employee assistance programs. Responsible for communication of benefit plan features to employees and retirees, and for resolving related problems;
2. Responsible for the processing of all new employee paperwork ensuring the new employee received the appropriate employment guidelines and policies governing employment within the Town. Plans and conducts new employee orientations to foster positive attitude toward organization goals.
3. Ensures that appropriate pre-employment and CORI and SORI checks are performed on employees as required by local or state law. Prepares employee separation notices and related documentation, and conducts exit interviews to determine reasons behind separations;
4. Responsible for all advertisements for job openings both internally and externally in accordance with Collective Bargaining procedures. Coordinates interview schedules with prospective candidates, department heads and other appropriate individuals;
5. Provides guidance to departments to ensure a uniform town wide hiring, interviewing and onboarding process; participates in the interview process;
6. Counsels employees, advises managers, reviews employee performance evaluations, investigates personnel problems and disciplinary issues, etc.
7. Oversees the implementation of vacation, sick, and other forms of leave by employees, consistent with municipal policies and union agreements;
8. Identifies organizational training needs and develops training plans and programs for appropriate employee development; Implements team-building activities and works with the Employee Assistance Program and other consultants to resolve employee conflicts and problems;

Harwich, Massachusetts
Human Resources Administrator Job Description

9. Attends department head meetings; advises department heads on a variety of personnel matters including Benefits, FMLA, Sexual Harassment, Workplace Violence, and Employee Education and Training;
10. Administers the compensation and classification plans in accordance with Town Bylaws, collective bargaining agreements, and Federal and State statutes. Evaluates and makes recommendations to the Assistant Town Administrator regarding compensation and classification actions;
11. Monitors and reviews job classifications and salary structures and recommends changes as required; revises and maintains job descriptions. Implements and oversees related salary and classification studies;
12. Maintains official personnel records, ensuring individual employee files are current and complete. Monitors and approves all changes of status, recommending non-routine changes to the Assistant Town Administrator as appropriate;
13. Collaborates with the Treasurer-Collector's Office to investigate and respond to unemployment claims as necessary, attend legal hearings to defend the Town's position on particular claims.
14. Administers workers' compensation program and injured on duty programs, including the review and approval of injury reports and workers' compensation calculations, monitoring of medical treatment, interaction with state Department of Industrial Accidents, assists in development of internal policies and procedures to reduce employee accidents and absences;
15. Conducts special projects and other assignments as needed.

SUPERVISION

Works under the administrative direction of the Assistant Town Administrator, within a broad scope of established policies and procedures. Performs varied and highly responsible duties requiring independent judgment in ensuring conformance with applicable laws, regulations, collective bargaining agreements, and departmental policies. Employee is required to work independently in formulating decisions regarding policies, procedures, operations and plans at the municipal-wide level.

SUPERVISORY RESPONSIBILITIES

None

WORK ENVIRONMENT

Work effort principally involves sitting to perform work tasks, with intermittent periods of stooping, walking, and standing. There may also be some occasional lifting of objects such as ledger books, photocopy and computer paper. Position requires basic motor skills for activities such as: operating a personal computer and/or most other office equipment, typing and/or work processing, filing, moving objects or sorting of papers. Employee is required to routinely read documents and reports for understanding and analytical purposes.

Harwich, Massachusetts
Human Resources Administrator Job Description

Standard office setting; travel from site to site; may be required to work irregular work hours including nights and weekends.

The employee has ongoing contact with the general public, town departments and officials, vendors, and local organizations regarding building use; communication is typically by telephone, email, social media and in person.

Employee has access to extensive amounts of confidential information, which may include official personnel files, town-wide litigation, collective bargaining and disciplinary records, on a large scale across departments.

Errors could result in adverse decisions in case management, settlements and impact on employee morale.

RECOMMENDED MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE

Bachelor's Degree from an accredited college or university with major course work in Human Resource Administration, Public Administration or related field preferred; three to five years of experience in human resource functions, personnel administration, or an equivalent combination of education and experience.

KNOWLEDGE, ABILITY AND SKILL

A candidate for this position should have thorough knowledge of the principles, practices, regulations, and applicable federal and state laws relating to personnel administration. Thorough knowledge of employee classification, compensation and benefits, recruitment, selection, training, and labor relations.

Ability to demonstrate objectivity, sensitivity, and a balanced perspective regarding employee concerns and organizational expectations. Ability to communicate clearly and concisely, in writing and orally. Ability to recruit, interview, and evaluate job applicants for diverse positions. Ability to interact in a positive and effective manner with personnel at all levels of authority. Ability to analyze and interpret legislation, regulations, and data relevant to personnel administration. Ability to maintain accurate and detailed records. Ability to prepare and analyze comprehensive reports.

This job description does not constitute an employment agreement between the employer and employee. It is used as a guide for personnel actions and is subject to change by the employer as the needs of the employer and requirements of the position change.

Article ____

To see if the Town will vote to amend the Code of the Town Of Harwich §325 Article V Section 14. T Supplemental regulations., as shown below. Deleted words are crossed out, proposed 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 choices of housing accommodations;
 - (c) Encourage greater diversity of the demographic 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.
 1. Dwelling, Single-Family with Accessory Apartment - A single-family dwelling as a principal use, along with a dwelling unit serving as a separate accessory apartment that is, either located within the principal dwelling, attached to it or in a detached residential accessory building on the same lot. The accessory apartment shall be a self-contained dwelling unit containing a kitchen, bedroom(s) and bathroom facilities. Accessory dwellings shall have their own separate access from the principal dwelling unit. The accessory apartment shall be an accessory use related to the principal single family dwelling use.

 2. 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. Prior to the issuance of a Building Permit, the Owner shall submit a notarized affidavit that states that the owner is or will be in residence in one of the units.

- (d) The accessory apartment shall not exceed 1,000 square feet of gross floor area.
- (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.
- (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. If the municipal sewer main has been installed in proximity to the property, the owner must connect the principal dwelling and accessory apartment to the sewer, if available, prior to use of the accessory apartment.
- (j) The proposed use shall not exceed the building or site coverage in the applicable Zoning District.
- (k) If an addition to the principal dwelling is to be constructed for the accessory apartment, the addition shall comply all with setback requirements in the applicable Zoning District.
- (l) Only one of the principal dwelling or Accessory Apartment may be rented at any given time. The Owner of a property with an Accessory Apartment must reside in either the principal dwelling unit or the Accessory Apartment.
- (m) The Zoning Board of Appeals may grant a Special Permit for preexisting nonconforming principal dwellings and residential accessory buildings that do not comply with the setback or lot coverage requirements in the applicable Zoning District.

Upon receipt of a complete Building Permit application for a change or expansion of use for construction of the accessory apartment, the Building Commissioner shall determine compliance with the Criteria listed above.

4. If the Building Commissioner makes a determination that the owner is not in compliance with the Criteria listed above, including Criteria (3) c. above, after the issuance of a Certificate of Occupancy, the Owner may be subject to fines for the Zoning violation. In addition to being fined, the approval of the accessory apartment may be revoked, if the Owner does not correct a Zoning violation within 30 days. If the approval of the accessory apartment is revoked by the Building Commissioner, the owner will be required to remove the improvements that were constructed to create the accessory apartment within 90 days of said determination. The owner shall comply with all requirements of the State Building Code in restoring the primary dwelling or detached structure to its condition prior to the construction of the accessory apartment.

Or act on anything relative thereto

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

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]

CONTRACTS

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

Memo

To: Chairman, Board of Selectmen
Via: Joseph F. Powers, Town Administrator
From: John C. Rendon, Harbormaster 
Date: March 2, 2023
Subject: Wychmere Fish Shanty License Agreements

Request Board of Selectmen approval of the attached license agreements for the assignment and use of Fish Shanties located at Wychmere commercial town pier and landing. For many years the fish shanties have been used by Harwich permitted commercial fishermen to support their operations. Three of the five fish shanty agreements are renewals, as the previous 10 year license agreements with Mark Smith, Mark Leach and Ron Menard expired on June 30, 2020. The license agreements for the other two fish shanties have also expired, and have been vacated. Offers for the two vacated shanties were made based upon the longevity of Harwich commercial permit holders, that is the persons who have held a Harwich commercial permit (Class A or E) for the longest period of time. The offers to Greg Walinski and Eric Hesse have been accepted. Terms are outlined in the attached signed and notarized license agreements.

Encl (1) License Agreement for Fish Shanty #1, Ron Menard
(2) License Agreement for Fish Shanty #2, Mark Smith
(3) License Agreement for Fish Shanty #3, Eric Hesse
(4) License Agreement for Fish Shanty #4, Greg Walinski
(5) License Agreement for Fish Shanty #5, Mark Leach

Copy (1) Waterways Committee

LICENSE AGREEMENT

This Agreement dated January 17, 2023 by and between the Town of Harwich, Massachusetts (“Town”), acting by and through its Board of Selectmen (“Selectmen”), of 732 Main Street, Harwich, MA 02645 and Ron Menard of 300 Great Western Road, South Dennis, MA 02660.

WHEREAS, the Town owns the real property located at 44 Harbor Road, Harwich Port, MA shown as Lot 23 on Land Court Plan No. 12531-D, and also shown on the Town of Harwich Assessors Map 15 as Parcel U23, and being more particularly described in Certificate of Title No. 3000 (Town Property);

WHEREAS, there are five so-called fish shanties located on the northerly portion of the Town Property in the area as approximately shown on Assessor’s Map 15, a copy of which is attached hereto as Exhibit A;

WHEREAS, the Town acquired title to the Town Property by deed from James H. Foster dated April 25, 1932 and filed as Document No. 6424 and noted on Certificate of Title No. 3000;

WHEREAS, the deed to the Town states, *inter alia*, that the “granted premises are conveyed subject to the rights of all persons entitled thereto to that part known as “Community Landing” and in that part known as Harbor Road; and

WHEREAS, the Certificate of Title No. 3000, states, *inter alia*, that “[s]o much of the land as is included within the limits of Harbor Road and Community Landing as shown on said plan, is subject to the rights of all persons lawfully entitled thereto in and over the same;”

WHEREAS, the transfer of the Town Property to the Town did not except from the conveyance any structures located thereon;

WHEREAS, the Town has permitted the fish shanties to remain on the Town Property and to be used in a manner similar to their use at the time the Town acquired title to the Town Property;

WHEREAS, Ron Menard, is a claimed owner, user, occupant or holder of fish shanty # 1;

WHEREAS, the Town desires to resolve the use of the fish shanties in a manner compatible with the use of the Community Landing and to provide for the proper assessment of the use of the fish shanties on the Town Property;

Now, therefore, in consideration of the foregoing, and of the mutual promises and agreements contained herein, the parties agree as follows:

I. RELEASE

I, Ron Menard, in consideration of sum of \$1.00 and the mutual promises and agreements contained herein and the grant of a license from the Town of Harwich as set forth in Section II below, hereby grant, transfer and deliver unto the Town of Harwich, a Massachusetts municipal corporation with an address of 732 Main Street, Harwich, MA, all my right title and interest in and to fish shanty No. 1 and any claim to the real estate upon which said fish shanty is located. This release is governed by and to be construed in accordance with the laws of the Commonwealth of Massachusetts.

II. LICENSE AGREEMENT

This License Agreement is made this 17th day of January, by and between the Town of Harwich, acting by and through its Board of Selectmen, of 732 Main Street, Harwich, MA 02645 (Town or Licensor) and Ron Menard of 300 Great Western Road, South Dennis, MA 02660;

Whereas in consideration of \$1.00 and the mutual promises and agreements contained herein and the grant of a release from Ron Menard to the Town as set forth in Section I above, the parties hereto agree as follows:

1. The Town grants Ron Menard a License to maintain fish shanty # 1 in its current location on the Town Property, subject to the terms and conditions contained herein.
2. The term of the License shall be for a period of 10 years, commencing January 17, 2023 and ending on January 17, 2033, unless sooner terminated pursuant to any provision hereof. At the end of the 10 year term this License shall terminate, unless further extended, and Licensee shall remove all personal property from the fish shanty and surrender the fish shanty to the Town. If the Board of Selectmen decides to license the shanties beyond the 10 year term, then they will offer to the current licensee a right of first refusal.
3. Licensee acknowledges that the fish shanty is owned by the Town.
4. Licensee shall maintain the fish shanty at his expense, in the same condition as the fish shanty is on the commencement of the license term, normal wear and tear only excepted.
5. Licensee shall not make structural alterations, additions or improvements of any kind to the fish shanty, other than normal maintenance without the permission of the Board of Selectmen.
6. Licensee shall have no right to rent, transfer, assign or alienate the fish shanty in any way or rights under this License Agreement.
7. Licensee shall be responsible for all taxes and assessments on the fish shanty.

8. Licensee shall assume all risk of loss due to fire, storm or other casualty on the fish shanty.
9. Should a substantial portion of the fish shanty be substantially damaged by fire, storm or other casualty, the fish shanty may not be rebuilt and this license shall terminate unless the Board of Selectmen approves the rebuilding and the license is extended.
10. The fish shanty is being licensed by the Town in an "AS IS" condition and the Town excludes and disclaims all warranties, express or implied, with respect thereto, including without limitation, the habitability of any structures, the conditions (including, without limitation, both patent and latent defects) of any structures, improvements, or systems, the availability of any utilities, access, compliance of the properties with any applicable zoning, land use, environment or other legal requirements, the existence or non-existence of hazardous materials, asbestos, lead paint or other health hazards, and the implied warranties of merchantability or fitness or adequacy for any particular purpose or use. The Licensee has licensed the fish shanty after a full and complete examination thereof. Licensee accepts the fish shanty in the condition or state in which it now is without any representation or warranty, express or implied in fact or by law, by the Town and without recourse to the Town, as to the title thereto, the nature, condition or usability thereof or the use or uses to which the fish shanty may be put. The Town shall not be required to furnish any services or facilities or to make any repairs or alterations in or to the fish shanty, throughout the term, the Licensee hereby assuming the full and sole responsibility for the condition, construction, repair and maintenance of the fish shanty.
11. Licensee agrees to indemnify and hold harmless, the Town, its successors, agents and assigns from any demand, judgment, or claim of any kind arising out of the use of the fish shanty by the Licensee, his agents, successors, guests or invitees. Such indemnification shall include, but not be limited to all costs, including reasonable attorneys fees, incurred by the Town in defending any such claim.
12. Licensee agrees to carry liability insurance on the fish shanty in an amount satisfactory to the Town.
13. Licensee agrees to comply with all laws and agrees not to use the fish shanty in any way that may be unlawful, improper, noisy, offensive or contrary to any applicable statute, regulation, rule or bylaw. Licensee agrees that the fish shanty shall continue to be maintained in its customary and usual manner associated with the commercial fishing industry.
14. No hazardous materials or wastes, shall be used, stored, disposed of, or allowed to remain at the fish shanty at any time and the Licensee shall be solely responsible for, and shall indemnify and hold harmless the Town from, any and all damage in

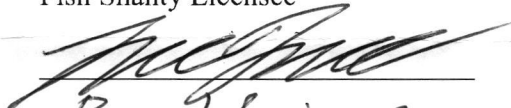
any way associated with the use, storage and/or disposal of same by the fish shanty user.

15. Disputes: In any action, suit or other proceeding relating to the obligations of the parties hereunder, the non-prevailing party shall pay the reasonable legal fees and costs and expenses of the prevailing party.
16. Licensee shall be solely responsible as between Town and Licensee, for deaths or personal injuries to all persons and damage to any property, including damage by fire or other casualty, occurring in or on the fish shanty and/or arising out of the use, control, condition or occupancy of the fish shanty by Licensee, its agents, successors, guests and invitees, and the Licensee agrees to indemnify and hold harmless the Town from any and all liability, including but not limited to costs, expenses, damages, causes of action, claims, judgments and attorney's fees caused by or in any way arising out of his use of the fish shanty for any of the aforesaid matters.
17. The parties acknowledge and agree that the license may be revoked by the Town for violations of any of the terms of this License or for any other municipal purpose, upon providing 60 days written notice to the Licensee.
18. It is agreed that any notice regarding this License by the Town may be mailed by first-class mail to Ron Menard at 300 Great Western Road, South Dennis, MA 02660.

Executed as a sealed instrument on the day and the year first above written.

Town of Harwich
Board of Selectmen

Fish Shanty Licensee



RONALD D. MENARD

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this 13th day of February before me, the undersigned notary public, personally appeared Ronald Menard and proved to me through satisfactory evidence of identification, which was MA Driver's License, to be the person(s) whose name is/are signed on the preceding or attached document, and who acknowledged to me that he/she/they signed it voluntarily for its stated purpose,

Leo. Atkinson

Notary Public LEONARDO ATKINSON
My Commission Expires: 1/2/2026



LEONARDO ATKINSON
Notary Public
Commonwealth of Massachusetts
My Commission Expires
January 2, 2026

LICENSE AGREEMENT

This Agreement dated January 17, 2023, by and between the Town of Harwich, Massachusetts (“Town”), acting by and through its Board of Selectmen (“Selectmen”), of 732 Main Street, Harwich, MA 02645 and Mark Smith of 474 Queen Anne Road, Harwich, MA 02645.

WHEREAS, the Town owns the real property located at 44 Harbor Road, Harwich Port, MA shown as Lot 23 on Land Court Plan No. 12531-D, and also shown on the Town of Harwich Assessors Map 15 as Parcel U23, and being more particularly described in Certificate of Title No. 3000 (Town Property);

WHEREAS, there are five so-called fish shanties located on the northerly portion of the Town Property in the area as approximately shown on Assessor’s Map 15, a copy of which is attached hereto as Exhibit A;

WHEREAS, the Town acquired title to the Town Property by deed from James H. Foster dated April 25, 1932 and filed as Document No. 6424 and noted on Certificate of Title No. 3000;

WHEREAS, the deed to the Town states, *inter alia*, that the “granted premises are conveyed subject to the rights of all persons entitled thereto to that part known as “Community Landing” and in that part known as Harbor Road; and

WHEREAS, the Certificate of Title No. 3000, states, *inter alia*, that “[s]o much of the land as is included within the limits of Harbor Road and Community Landing as shown on said plan, is subject to the rights of all persons lawfully entitled thereto in and over the same;”

WHEREAS, the transfer of the Town Property to the Town did not except from the conveyance any structures located thereon;

WHEREAS, the Town has permitted the fish shanties to remain on the Town Property and to be used in a manner similar to their use at the time the Town acquired title to the Town Property;

WHEREAS, Mark Smith, is a claimed owner, user, occupant or holder of fish shanty # 2;

WHEREAS, the Town desires to resolve the use of the fish shanties in a manner compatible with the use of the Community Landing and to provide for the proper assessment of the use of the fish shanties on the Town Property;

Now, therefore, in consideration of the foregoing, and of the mutual promises and agreements contained herein, the parties agree as follows:

I. RELEASE

I, Mark Smith, in consideration of sum of \$1.00 and the mutual promises and agreements contained herein and the grant of a license from the Town of Harwich as set forth in Section II below, hereby grant, transfer and deliver unto the Town of Harwich, a Massachusetts municipal corporation with an address of 732 Main Street, Harwich, MA, all my right title and interest in and to fish shanty No. 2 and any claim to the real estate upon which said fish shanty is located. This release is governed by and to be construed in accordance with the laws of the Commonwealth of Massachusetts.

II. LICENSE AGREEMENT

This License Agreement is made this 17th day of January, by and between the Town of Harwich, acting by and through its Board of Selectmen, of 732 Main Street, Harwich, MA 02645 (Town or Licensor) and Mark Smith of 474 Queen Anne Road, Harwich, MA 02645;

Whereas in consideration of \$1.00 and the mutual promises and agreements contained herein and the grant of a release from Mark Smith to the Town as set forth in Section I above, the parties hereto agree as follows:

1. The Town grants Mark Smith a License to maintain fish shanty # 2 in its current location on the Town Property, subject to the terms and conditions contained herein.
2. The term of the License shall be for a period of 10 years, commencing January 17, 2023 and ending on January 17, 2033, unless sooner terminated pursuant to any provision hereof. At the end of the 10 year term this License shall terminate, unless further extended, and Licensee shall remove all personal property from the fish shanty and surrender the fish shanty to the Town. If the Board of Selectmen decides to license the shanties beyond the 10 year term, then they will offer to the current licensee(s) a right of first refusal.
3. Licensee acknowledges that the fish shanty is owned by the Town.
4. Licensee shall maintain the fish shanty at his expense, in the same condition as the fish shanty is on the commencement of the license term, normal wear and tear only excepted.
5. Licensee shall not make structural alterations, additions or improvements of any kind to the fish shanty, other than normal maintenance without the permission of the Board of Selectmen.
6. Licensee shall have no right to rent, transfer, assign or alienate the fish shanty in any way or rights under this License Agreement.
7. Licensee shall be responsible for all taxes and assessments on the fish shanty.

8. Licensee shall assume all risk of loss due to fire, storm or other casualty on the fish shanty.
9. Should a substantial portion of the fish shanty be substantially damaged by fire, storm or other casualty, the fish shanty may not be rebuilt and this license shall terminate unless the Board of Selectmen approves the rebuilding and the license is extended.
10. The fish shanty is being licensed by the Town in an "AS IS" condition and the Town excludes and disclaims all warranties, express or implied, with respect thereto, including without limitation, the habitability of any structures, the conditions (including, without limitation, both patent and latent defects) of any structures, improvements, or systems, the availability of any utilities, access, compliance of the properties with any applicable zoning, land use, environment or other legal requirements, the existence or non-existence of hazardous materials, asbestos, lead paint or other health hazards, and the implied warranties of merchantability or fitness or adequacy for any particular purpose or use. The Licensee has licensed the fish shanty after a full and complete examination thereof. Licensee accepts the fish shanty in the condition or state in which it now is without any representation or warranty, express or implied in fact or by law, by the Town and without recourse to the Town, as to the title thereto, the nature, condition or usability thereof or the use or uses to which the fish shanty may be put. The Town shall not be required to furnish any services or facilities or to make any repairs or alterations in or to the fish shanty, throughout the term, the Licensee hereby assuming the full and sole responsibility for the condition, construction, repair and maintenance of the fish shanty.
11. Licensee agrees to indemnify and hold harmless, the Town, its successors, agents and assigns from any demand, judgment, or claim of any kind arising out of the use of the fish shanty by the Licensee, his agents, successors, guests or invitees. Such indemnification shall include, but not be limited to all costs, including reasonable attorneys fees, incurred by the Town in defending any such claim.
12. Licensee agrees to carry liability insurance on the fish shanty in an amount satisfactory to the Town.
13. Licensee agrees to comply with all laws and agrees not to use the fish shanty in any way that may be unlawful, improper, noisy, offensive or contrary to any applicable statute, regulation, rule or bylaw. Licensee agrees that the fish shanty shall continue to be maintained in its customary and usual manner associated with the commercial fishing industry.
14. No hazardous materials or wastes, shall be used, stored, disposed of, or allowed to remain at the fish shanty at any time and the Licensee shall be solely responsible for, and shall indemnify and hold harmless the Town from, any and all damage in

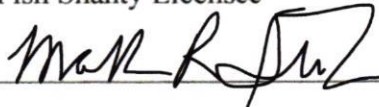
any way associated with the use, storage and/or disposal of same by the fish shanty user.

15. Disputes: In any action, suit or other proceeding relating to the obligations of the parties hereunder, the non-prevailing party shall pay the reasonable legal fees and costs and expenses of the prevailing party.
16. Licensee shall be solely responsible as between Town and Licensee, for deaths or personal injuries to all persons and damage to any property, including damage by fire or other casualty, occurring in or on the fish shanty and/or arising out of the use, control, condition or occupancy of the fish shanty by Licensee, its agents, successors, guests and invitees, and the Licensee agrees to indemnify and hold harmless the Town from any and all liability, including but not limited to costs, expenses, damages, causes of action, claims, judgments and attorney's fees caused by or in any way arising out of his use of the fish shanty for any of the aforesaid matters.
17. The parties acknowledge and agree that the license may be revoked by the Town for violations of any of the terms of this License or for any other municipal purpose, upon providing 60 days written notice to the Licensee.
18. It is agreed that any notice regarding this License by the Town may be mailed by first-class mail to Mark Smith at 474 Queen Anne Road, Harwich, MA 02645.

Executed as a sealed instrument on the day and the year first above written.

Town of Harwich
Board of Selectmen

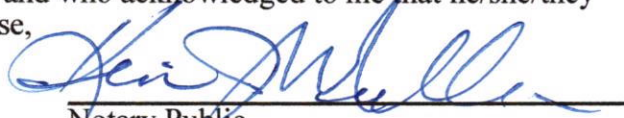
Fish Shanty Licensee



COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this 24TH day of JANUARY 2023 before me, the undersigned notary public, personally appeared MARK A SMITH, and proved to me through satisfactory evidence of identification, which was US PASSPORT, to be the person(s) whose name is/are signed on the preceding or attached document, and who acknowledged to me that he/she/they signed it voluntarily for its stated purpose,



Notary Public

My Commission Expires: 09-15-2028



KEVIN J. MULLEN
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
September 15, 2028

LICENSE AGREEMENT

This Agreement dated February 10, 2023, by and between the Town of Harwich, Massachusetts (“Town”), acting by and through its Board of Selectmen (“Selectmen”), of 732 Main Street, Harwich, MA 02645 and Eric Hesse of 53 meadow Lane, West Barnstable, MA 02668.

WHEREAS, the Town owns the real property located at 44 Harbor Road, Harwich Port, MA shown as Lot 23 on Land Court Plan No. 12531-D, and also shown on the Town of Harwich Assessors Map 15 as Parcel U23, and being more particularly described in Certificate of Title No. 3000 (Town Property);

WHEREAS, there are five so-called fish shanties located on the northerly portion of the Town Property in the area as approximately shown on Assessor’s Map 15, a copy of which is attached hereto as Exhibit A;

WHEREAS, the Town acquired title to the Town Property by deed from James H. Foster dated April 25, 1932 and filed as Document No. 6424 and noted on Certificate of Title No. 3000;

WHEREAS, the deed to the Town states, *inter alia*, that the “granted premises are conveyed subject to the rights of all persons entitled thereto to that part known as “Community Landing” and in that part known as Harbor Road; and

WHEREAS, the Certificate of Title No. 3000, states, *inter alia*, that “[s]o much of the land as is included within the limits of Harbor Road and Community Landing as shown on said plan, is subject to the rights of all persons lawfully entitled thereto in and over the same;”

WHEREAS, the transfer of the Town Property to the Town did not except from the conveyance any structures located thereon;

WHEREAS, the Town has permitted the fish shanties to remain on the Town Property and to be used in a manner similar to their use at the time the Town acquired title to the Town Property;

WHEREAS, Eric Hesse, a claimed owner, user, occupant or holder of fish shanty # 3;

WHEREAS, the Town desires to resolve the use of the fish shanties in a manner compatible with the use of the Community Landing and to provide for the proper assessment of the use of the fish shanties on the Town Property;

Now, therefore, in consideration of the foregoing, and of the mutual promises and agreements contained herein, the parties agree as follows:

I. RELEASE

I, Eric Hesse, in consideration of sum of \$1.00 and the mutual promises and agreements contained herein and the grant of a license from the Town of Harwich as set forth in Section II below, hereby grant, transfer and deliver unto the Town of Harwich, a Massachusetts municipal corporation with an address of 732 Main Street, Harwich, MA, all my right title and interest in and to fish shanty No. 3 and any claim to the real estate upon which said fish shanty is located. This release is governed by and to be construed in accordance with the laws of the Commonwealth of Massachusetts.

II. LICENSE AGREEMENT

This License Agreement is made this 10th day of February, by and between the Town of Harwich, acting by and through its Board of Selectmen, of 732 Main Street, Harwich, MA 02645 (Town or Licensor) and Eric Hesse of 53 Meadow Lane, West Barnstable, MA 02668;

Whereas in consideration of \$1.00 and the mutual promises and agreements contained herein and the grant of a release from Eric Hesse to the Town as set forth in Section I above, the parties hereto agree as follows:

1. The Town grants Eric Hesse a License to maintain fish shanty # 3 in its current location on the Town Property, subject to the terms and conditions contained herein.
2. The term of the License shall be for a period of 10 years, commencing February 10, 2023 and ending on February 10, 2033, unless sooner terminated pursuant to any provision hereof. At the end of the 10 year term this License shall terminate, unless further extended, and Licensee shall remove all personal property from the fish shanty and surrender the fish shanty to the Town. If the Board of Selectmen decides to license the shanties beyond the 10 year term, then they will offer to the current licensee(s) a right of first refusal.
3. Licensee acknowledges that the fish shanty is owned by the Town.
4. Licensee shall maintain the fish shanty at his expense, in the same condition as the fish shanty is on the commencement of the license term, normal wear and tear only excepted.
5. Licensee shall not make structural alterations, additions or improvements of any kind to the fish shanty, other than normal maintenance without the permission of the Board of Selectmen.
6. Licensee shall have no right to rent, transfer, assign or alienate the fish shanty in any way or rights under this License Agreement.
7. Licensee shall be responsible for all taxes and assessments on the fish shanty.

8. Licensee shall assume all risk of loss due to fire, storm or other casualty on the fish shanty.
9. Should a substantial portion of the fish shanty be substantially damaged by fire, storm or other casualty, the fish shanty may not be rebuilt and this license shall terminate unless the Board of Selectmen approves the rebuilding and the license is extended.
10. The fish shanty is being licensed by the Town in an "AS IS" condition and the Town excludes and disclaims all warranties, express or implied, with respect thereto, including without limitation, the habitability of any structures, the conditions (including, without limitation, both patent and latent defects) of any structures, improvements, or systems, the availability of any utilities, access, compliance of the properties with any applicable zoning, land use, environment or other legal requirements, the existence or non-existence of hazardous materials, asbestos, lead paint or other health hazards, and the implied warranties of merchantability or fitness or adequacy for any particular purpose or use. The Licensee has licensed the fish shanty after a full and complete examination thereof. Licensee accepts the fish shanty in the condition or state in which it now is without any representation or warranty, express or implied in fact or by law, by the Town and without recourse to the Town, as to the title thereto, the nature, condition or usability thereof or the use or uses to which the fish shanty may be put. The Town shall not be required to furnish any services or facilities or to make any repairs or alterations in or to the fish shanty, throughout the term, the Licensee hereby assuming the full and sole responsibility for the condition, construction, repair and maintenance of the fish shanty.
11. Licensee agrees to indemnify and hold harmless, the Town, its successors, agents and assigns from any demand, judgment, or claim of any kind arising out of the use of the fish shanty by the Licensee, his agents, successors, guests or invitees. Such indemnification shall include, but not be limited to all costs, including reasonable attorneys fees, incurred by the Town in defending any such claim.
12. Licensee agrees to carry liability insurance on the fish shanty in an amount satisfactory to the Town.
13. Licensee agrees to comply with all laws and agrees not to use the fish shanty in any way that may be unlawful, improper, noisy, offensive or contrary to any applicable statute, regulation, rule or bylaw. Licensee agrees that the fish shanty shall continue to be maintained in its customary and usual manner associated with the commercial fishing industry.
14. No hazardous materials or wastes, shall be used, stored, disposed of, or allowed to remain at the fish shanty at any time and the Licensee shall be solely responsible for, and shall indemnify and hold harmless the Town from, any and all damage in

any way associated with the use, storage and/or disposal of same by the fish shanty user.

15. Disputes: In any action, suit or other proceeding relating to the obligations of the parties hereunder, the non-prevailing party shall pay the reasonable legal fees and costs and expenses of the prevailing party.
16. Licensee shall be solely responsible as between Town and Licensee, for deaths or personal injuries to all persons and damage to any property, including damage by fire or other casualty, occurring in or on the fish shanty and/or arising out of the use, control, condition or occupancy of the fish shanty by Licensee, its agents, successors, guests and invitees, and the Licensee agrees to indemnify and hold harmless the Town from any and all liability, including but not limited to costs, expenses, damages, causes of action, claims, judgments and attorney's fees caused by or in any way arising out of his use of the fish shanty for any of the aforesaid matters.
17. The parties acknowledge and agree that the license may be revoked by the Town for violations of any of the terms of this License or for any other municipal purpose, upon providing 60 days written notice to the Licensee.
18. It is agreed that any notice regarding this License by the Town may be mailed by first-class mail to Eric Hesse, 53 Meadow Lane, West Barnstable, MA 02668.

Executed as a sealed instrument on the day and the year first above written.

Town of Harwich
Board of Selectmen

Fish Shanty Licensee

Eric M Hesse 3-2-23

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this 2nd day of March 2023, before me, the undersigned notary public, personally appeared Eric M. Huse, and proved to me through satisfactory evidence of identification, which was Ma license, to be the person(s) whose name is/are signed on the preceding or attached document, and who acknowledged to me that he/she/they signed it voluntarily for its stated purpose,



Jenifer Wetzel
Notary Public
My Commission Expires: 7/18/2025

LICENSE AGREEMENT

This Agreement dated February 10, 2023, by and between the Town of Harwich, Massachusetts (“Town”), acting by and through its Board of Selectmen (“Selectmen”), of 732 Main Street, Harwich, MA 02645 and Greg Walinski of 41 Lower Brook Road, South Yarmouth, MA 02664.

WHEREAS, the Town owns the real property located at 44 Harbor Road, Harwich Port, MA shown as Lot 23 on Land Court Plan No. 12531-D, and also shown on the Town of Harwich Assessors Map 15 as Parcel U23, and being more particularly described in Certificate of Title No. 3000 (Town Property);

WHEREAS, there are five so-called fish shanties located on the northerly portion of the Town Property in the area as approximately shown on Assessor’s Map 15, a copy of which is attached hereto as Exhibit A;

WHEREAS, the Town acquired title to the Town Property by deed from James H. Foster dated April 25, 1932 and filed as Document No. 6424 and noted on Certificate of Title No. 3000;

WHEREAS, the deed to the Town states, *inter alia*, that the “granted premises are conveyed subject to the rights of all persons entitled thereto to that part known as “Community Landing” and in that part known as Harbor Road; and

WHEREAS, the Certificate of Title No. 3000, states, *inter alia*, that “[s]o much of the land as is included within the limits of Harbor Road and Community Landing as shown on said plan, is subject to the rights of all persons lawfully entitled thereto in and over the same;”

WHEREAS, the transfer of the Town Property to the Town did not except from the conveyance any structures located thereon;

WHEREAS, the Town has permitted the fish shanties to remain on the Town Property and to be used in a manner similar to their use at the time the Town acquired title to the Town Property;

WHEREAS, Greg Walinski, a claimed owner, user, occupant or holder of fish shanty # 4;

WHEREAS, the Town desires to resolve the use of the fish shanties in a manner compatible with the use of the Community Landing and to provide for the proper assessment of the use of the fish shanties on the Town Property;

Now, therefore, in consideration of the foregoing, and of the mutual promises and agreements contained herein, the parties agree as follows:

I. RELEASE

I, Greg Walinski, in consideration of sum of \$1.00 and the mutual promises and agreements contained herein and the grant of a license from the Town of Harwich as set forth in Section II below, hereby grant, transfer and deliver unto the Town of Harwich, a Massachusetts municipal corporation with an address of 732 Main Street, Harwich, MA, all my right title and interest in and to fish shanty No. 4 and any claim to the real estate upon which said fish shanty is located. This release is governed by and to be construed in accordance with the laws of the Commonwealth of Massachusetts.

II. LICENSE AGREEMENT

This License Agreement is made this 10th day of February, 2023 by and between the Town of Harwich, acting by and through its Board of Selectmen, of 732 Main Street, Harwich, MA 02645 (Town or Licensor) and Greg Walinski, of 41 Lower Brook Road, South Yarmouth, MA 02664.

Whereas in consideration of \$1.00 and the mutual promises and agreements contained herein and the grant of a release from Greg Walinski to the Town as set forth in Section I above, the parties hereto agree as follows:

1. The Town grants Greg Walinski a License to maintain fish shanty # 4 in its current location on the Town Property, subject to the terms and conditions contained herein.
2. The term of the License shall be for a period of 10 years, commencing February 10, 2023 and ending on February 10, 2033, unless sooner terminated pursuant to any provision hereof. At the end of the 10 year term this License shall terminate, unless further extended, and Licensee shall remove all personal property from the fish shanty and surrender the fish shanty to the Town. If the Board of Selectmen decides to license the shanties beyond the 10 year term, then they will offer to the current licensee(s) a right of first refusal.
3. Licensee acknowledges that the fish shanty is owned by the Town.
4. Licensee shall maintain the fish shanty at his expense, in the same condition as the fish shanty is on the commencement of the license term, normal wear and tear only excepted.
5. Licensee shall not make structural alterations, additions or improvements of any kind to the fish shanty, other than normal maintenance without the permission of the Board of Selectmen.
6. Licensee shall have no right to rent, transfer, assign or alienate the fish shanty in any way or rights under this License Agreement.
7. Licensee shall be responsible for all taxes and assessments on the fish shanty.

8. Licensee shall assume all risk of loss due to fire, storm or other casualty on the fish shanty.
9. Should a substantial portion of the fish shanty be substantially damaged by fire, storm or other casualty, the fish shanty may not be rebuilt and this license shall terminate unless the Board of Selectmen approves the rebuilding and the license is extended.
10. The fish shanty is being licensed by the Town in an "AS IS" condition and the Town excludes and disclaims all warranties, express or implied, with respect thereto, including without limitation, the habitability of any structures, the conditions (including, without limitation, both patent and latent defects) of any structures, improvements, or systems, the availability of any utilities, access, compliance of the properties with any applicable zoning, land use, environment or other legal requirements, the existence or non-existence of hazardous materials, asbestos, lead paint or other health hazards, and the implied warranties of merchantability or fitness or adequacy for any particular purpose or use. The Licensee has licensed the fish shanty after a full and complete examination thereof. Licensee accepts the fish shanty in the condition or state in which it now is without any representation or warranty, express or implied in fact or by law, by the Town and without recourse to the Town, as to the title thereto, the nature, condition or usability thereof or the use or uses to which the fish shanty may be put. The Town shall not be required to furnish any services or facilities or to make any repairs or alterations in or to the fish shanty, throughout the term, the Licensee hereby assuming the full and sole responsibility for the condition, construction, repair and maintenance of the fish shanty.
11. Licensee agrees to indemnify and hold harmless, the Town, its successors, agents and assigns from any demand, judgment, or claim of any kind arising out of the use of the fish shanty by the Licensee, his agents, successors, guests or invitees. Such indemnification shall include, but not be limited to all costs, including reasonable attorneys fees, incurred by the Town in defending any such claim.
12. Licensee agrees to carry liability insurance on the fish shanty in an amount satisfactory to the Town.
13. Licensee agrees to comply with all laws and agrees not to use the fish shanty in any way that may be unlawful, improper, noisy, offensive or contrary to any applicable statute, regulation, rule or bylaw. Licensee agrees that the fish shanty shall continue to be maintained in its customary and usual manner associated with the commercial fishing industry.
14. No hazardous materials or wastes, shall be used, stored, disposed of, or allowed to remain at the fish shanty at any time and the Licensee shall be solely responsible for, and shall indemnify and hold harmless the Town from, any and all damage in

any way associated with the use, storage and/or disposal of same by the fish shanty user.

15. Disputes: In any action, suit or other proceeding relating to the obligations of the parties hereunder, the non-prevailing party shall pay the reasonable legal fees and costs and expenses of the prevailing party.
16. Licensee shall be solely responsible as between Town and Licensee, for deaths or personal injuries to all persons and damage to any property, including damage by fire or other casualty, occurring in or on the fish shanty and/or arising out of the use, control, condition or occupancy of the fish shanty by Licensee, its agents, successors, guests and invitees, and the Licensee agrees to indemnify and hold harmless the Town from any and all liability, including but not limited to costs, expenses, damages, causes of action, claims, judgments and attorney's fees caused by or in any way arising out of his use of the fish shanty for any of the aforesaid matters.
17. The parties acknowledge and agree that the license may be revoked by the Town for violations of any of the terms of this License or for any other municipal purpose, upon providing 60 days written notice to the Licensee.
18. It is agreed that any notice regarding this License by the Town may be mailed by first-class mail to Greg Walinski, 41 Lower Brook Road, South Yarmouth, MA 02664.

Executed as a sealed instrument on the day and the year first above written.

Town of Harwich
Board of Selectmen

Fish Shanty Licensee

Gregory Walinski
Gregory Walinski

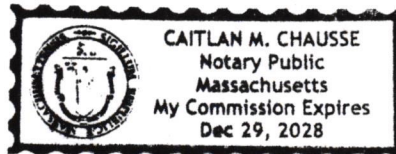
COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this 3rd day of March 2023, before me, the undersigned notary public, personally appeared Gregory Wainaski, and proved to me through satisfactory evidence of identification, which was MA Diver's License, to be the person(s) whose name is/are signed on the preceding or attached document, and who acknowledged to me that he/she/they signed it voluntarily for its stated purpose,

Caaitlan M. Chausse
Notary Public

My Commission Expires: 12/29/2028



LICENSE AGREEMENT

This Agreement dated January 17, 2023, by and between the Town of Harwich, Massachusetts (“Town”), acting by and through its Board of Selectmen (“Selectmen”), of 732 Main Street, Harwich, MA 02645 and Mark Leach of 879 Orleans Road, Harwich, MA 02645.

WHEREAS, the Town owns the real property located at 44 Harbor Road, Harwich Port, MA shown as Lot 23 on Land Court Plan No. 12531-D, and also shown on the Town of Harwich Assessors Map 15 as Parcel U23, and being more particularly described in Certificate of Title No. 3000 (Town Property);

WHEREAS, there are five so-called fish shanties located on the northerly portion of the Town Property in the area as approximately shown on Assessor’s Map 15, a copy of which is attached hereto as Exhibit A;

WHEREAS, the Town acquired title to the Town Property by deed from James H. Foster dated April 25, 1932 and filed as Document No. 6424 and noted on Certificate of Title No. 3000;

WHEREAS, the deed to the Town states, *inter alia*, that the “granted premises are conveyed subject to the rights of all persons entitled thereto to that part known as “Community Landing” and in that part known as Harbor Road; and

WHEREAS, the Certificate of Title No. 3000, states, *inter alia*, that “[s]o much of the land as is included within the limits of Harbor Road and Community Landing as shown on said plan, is subject to the rights of all persons lawfully entitled thereto in and over the same;”

WHEREAS, the transfer of the Town Property to the Town did not except from the conveyance any structures located thereon;

WHEREAS, the Town has permitted the fish shanties to remain on the Town Property and to be used in a manner similar to their use at the time the Town acquired title to the Town Property;

WHEREAS, Mark Leach, is a claimed owner, user, occupant or holder of fish shanty # 5;

WHEREAS, the Town desires to resolve the use of the fish shanties in a manner compatible with the use of the Community Landing and to provide for the proper assessment of the use of the fish shanties on the Town Property;

Now, therefore, in consideration of the foregoing, and of the mutual promises and agreements contained herein, the parties agree as follows:

I. RELEASE

I, Mark Leach, in consideration of sum of \$1.00 and the mutual promises and agreements contained herein and the grant of a license from the Town of Harwich as set forth in Section II below, hereby grant, transfer and deliver unto the Town of Harwich, a Massachusetts municipal corporation with an address of 732 Main Street, Harwich, MA, all my right title and interest in and to fish shanty No. 5 and any claim to the real estate upon which said fish shanty is located. This release is governed by and to be construed in accordance with the laws of the Commonwealth of Massachusetts.

II. LICENSE AGREEMENT

This License Agreement is made this 17th day of January, by and between the Town of Harwich, acting by and through its Board of Selectmen, of 732 Main Street, Harwich, MA 02645 (Town or Licensor) and Mark Leach of 879 Orleans Road, Harwich, MA 02645;

Whereas in consideration of \$1.00 and the mutual promises and agreements contained herein and the grant of a release from Mark Leach to the Town as set forth in Section I above, the parties hereto agree as follows:

1. The Town grants Mark Leach a License to maintain fish shanty # 5 in its current location on the Town Property, subject to the terms and conditions contained herein.
2. The term of the License shall be for a period of 10 years, commencing January 17, 2023 and ending on January 17, 2033, unless sooner terminated pursuant to any provision hereof. At the end of the 10 year term this License shall terminate, unless further extended, and Licensee shall remove all personal property from the fish shanty and surrender the fish shanty to the Town. If the Board of Selectmen decides to license the shanties beyond the 10 year term, then they will offer to the current licensee(s) a right of first refusal.
3. Licensee acknowledges that the fish shanty is owned by the Town.
4. Licensee shall maintain the fish shanty at his expense, in the same condition as the fish shanty is on the commencement of the license term, normal wear and tear only excepted.
5. Licensee shall not make structural alterations, additions or improvements of any kind to the fish shanty, other than normal maintenance without the permission of the Board of Selectmen.
6. Licensee shall have no right to rent, transfer, assign or alienate the fish shanty in any way or rights under this License Agreement.
7. Licensee shall be responsible for all taxes and assessments on the fish shanty.

8. Licensee shall assume all risk of loss due to fire, storm or other casualty on the fish shanty.
9. Should a substantial portion of the fish shanty be substantially damaged by fire, storm or other casualty, the fish shanty may not be rebuilt and this license shall terminate unless the Board of Selectmen approves the rebuilding and the license is extended.
10. The fish shanty is being licensed by the Town in an "AS IS" condition and the Town excludes and disclaims all warranties, express or implied, with respect thereto, including without limitation, the habitability of any structures, the conditions (including, without limitation, both patent and latent defects) of any structures, improvements, or systems, the availability of any utilities, access, compliance of the properties with any applicable zoning, land use, environment or other legal requirements, the existence or non-existence of hazardous materials, asbestos, lead paint or other health hazards, and the implied warranties of merchantability or fitness or adequacy for any particular purpose or use. The Licensee has licensed the fish shanty after a full and complete examination thereof. Licensee accepts the fish shanty in the condition or state in which it now is without any representation or warranty, express or implied in fact or by law, by the Town and without recourse to the Town, as to the title thereto, the nature, condition or usability thereof or the use or uses to which the fish shanty may be put. The Town shall not be required to furnish any services or facilities or to make any repairs or alterations in or to the fish shanty, throughout the term, the Licensee hereby assuming the full and sole responsibility for the condition, construction, repair and maintenance of the fish shanty.
11. Licensee agrees to indemnify and hold harmless, the Town, its successors, agents and assigns from any demand, judgment, or claim of any kind arising out of the use of the fish shanty by the Licensee, his agents, successors, guests or invitees. Such indemnification shall include, but not be limited to all costs, including reasonable attorneys fees, incurred by the Town in defending any such claim.
12. Licensee agrees to carry liability insurance on the fish shanty in an amount satisfactory to the Town.
13. Licensee agrees to comply with all laws and agrees not to use the fish shanty in any way that may be unlawful, improper, noisy, offensive or contrary to any applicable statute, regulation, rule or bylaw. Licensee agrees that the fish shanty shall continue to be maintained in its customary and usual manner associated with the commercial fishing industry.
14. No hazardous materials or wastes, shall be used, stored, disposed of, or allowed to remain at the fish shanty at any time and the Licensee shall be solely responsible for, and shall indemnify and hold harmless the Town from, any and all damage in

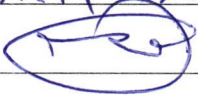
any way associated with the use, storage and/or disposal of same by the fish shanty user.

15. Disputes: In any action, suit or other proceeding relating to the obligations of the parties hereunder, the non-prevailing party shall pay the reasonable legal fees and costs and expenses of the prevailing party.
16. Licensee shall be solely responsible as between Town and Licensee, for deaths or personal injuries to all persons and damage to any property, including damage by fire or other casualty, occurring in or on the fish shanty and/or arising out of the use, control, condition or occupancy of the fish shanty by Licensee, its agents, successors, guests and invitees, and the Licensee agrees to indemnify and hold harmless the Town from any and all liability, including but not limited to costs, expenses, damages, causes of action, claims, judgments and attorney's fees caused by or in any way arising out of his use of the fish shanty for any of the aforesaid matters.
17. The parties acknowledge and agree that the license may be revoked by the Town for violations of any of the terms of this License or for any other municipal purpose, upon providing 60 days written notice to the Licensee.
18. It is agreed that any notice regarding this License by the Town may be mailed by first-class mail to Mark Leach at 879 Orleans Road, Harwich, MA 02645.

Executed as a sealed instrument on the day and the year first above written.

Town of Harwich
Board of Selectmen

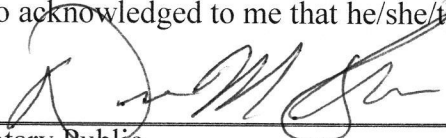
Fish Shanty Licensee

MARK LEACH


COMMONWEALTH OF MASSACHUSETTS

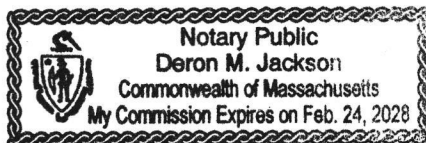
Barnstable, ss.

On this 6th day of FEBRUARY before me, the undersigned notary public, personally appeared MARK LEACH, and proved to me through satisfactory evidence of identification, which was DRIVER'S LICENSE, to be the person(s) whose name is/are signed on the preceding or attached document, and who acknowledged to me that he/she/they signed it voluntarily for its stated purpose,




Notary Public

My Commission Expires: FEB 24, 2028



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

Memo

To: Chairman, Board of Selectmen
Via: Joseph F. Powers, Town Administrator
Ann Marie Ellis, Finance Director
From: John C. Rendon, Harbormaster 
Date: February 27, 2023
Subject: Barnstable County Dredge Contracts

Request the Board's approval of the attached contracts from Barnstable County to dredge Allen Harbor channel and Saquatucket Harbor channel. The approximate yardage to be removed from each channel is 7500 cubic yards, for a total of 15,000 cy. The Town recently accepted a state grant for \$48,000 that will help to off-set the cost of the Allen Harbor dredge project. The final cost of each project will be based upon a post-dredge survey, but the estimated total cost to the Town for both projects is \$190,000. The dredge projects will be paid for with a combination of awarded grant funds and funds within the Harbormaster Department operating budget. Dredging is scheduled to start on or about May 15, 2023, and all dredged material will be utilized to nourish several of the Town's public beaches.

Enclosures: (1) Procurement Checklist – 2023 Dredge Services
(2) Barnstable County Contract – Allen Harbor Channel Dredge Project
(3) Barnstable County Contract – Saquatucket Harbor Channel Dredge Project

Copy: (1) Waterways Committee Chairman

PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: John Rendon DEPARTMENT: Harbormaster

FUNDING SOURCE: 016332-586000 (\$150,000) & 13016332 - 586000 (\$48,000)

Appropriated amount: \$198,000.00 Estimated cost: _____ Actual cost: _____

PROCUREMENT METHOD:

Barnstable County Dredge contracts: Allen Harbor channel \$95,000 and Saquatucket Harbor channel \$95,000 Fund utilizing Operating Budget and MA Housing & Economic Development Dredge Grant.

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.

Barnstable County Dredge is scheduled to dredge Allen Harbor channel and Saquatucket Harbor channel. The cubic yardage indicated in the attached contracts for Allen Harbor channel (7,500 cy) and Saquatucket Harbor channel (7,500 cy) are estimates based upon past projects, and will be verified with pre-drdge surveys. MA Dredge Grant Funds of \$48,000 must by expended on Allen Harbor channel project costs. All dredged material will be utilized for beach nourishment.

016332-586000
\$150,000
13016332-586000-0023
\$48,000
Total \$198,000

PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW

Funds Available: Finance Director: _____
DocuSigned by: Ann Maria Ellis Account # _____
0D188040967847E...

Approved to proceed: Town Administrator or Designee: _____
DocuSigned by: Joseph F. Powers
0E23C0C5799644E...

**Intermunicipal Agreement
Terms and Conditions**

**Barnstable County
3195 Main Street
Barnstable, MA 02630**

THIS INTERMUNICIPAL AGREEMENT is made pursuant to General Laws Chapter 40, §4A, this
th day of February, 2023 by and between
the Town of Harwich, 732 Main Street, Harwich, MA 02645

(Town Name and Address)

(hereinafter referred to as Town), and Barnstable County (hereinafter referred to as County and collectively as the "Parties").

The Intermunicipal Agreement ("Agreement") Terms and Conditions and any agreed upon changes thereto included in any Amendments shall take precedence over any additional or conflicting terms and conditions as may be included in any other document attached hereto.

NOW THEREFORE, the County and the Town do mutually agree as follows:

1. **Employment of County.** The County hereby agrees to perform the services hereinafter set forth in the Scope of Services. County hereby agrees to hold the Town harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and County specifically agrees to pay for all damages incurred by the County or Town, including costs, benefits, and reasonable attorney fees in the event the County files such claim.

2. **Scope of Services.** The County shall perform the scope of services to the Town set forth in the scope of work:

Attachment A - Statement of Work

3. **Amendments.** The following amendments to the Intermunicipal Agreement have been executed by duly authorized representatives of the Parties and are attached hereto and incorporated herein:

4. **Time of Performance.**

on or about May 1, 2023

Start Date

on or about June 30, 2023

End Date

5. **Responsible County Official:** The County Official and Department exercising managerial control for this Contract shall be: Ken Cirillo, Director, Barnstable County Dredge Department

6. Payment:

- A. The Town shall compensate the County for the services rendered at the rate of \$12 per Cubic Yard (e.g., hour, week, quarterly, project, etc.).
- B. In no event shall the County be reimbursed for time other than that spent providing the described service(s).
- C. Payment will be made upon submittal and approval of the County's Invoice(s) that is (are) sent Monthly____, Quarterly____, Other X (specify): **upon receipt of the Post-Dredge Survey Plan with final volume calculations and Skid Steer rental invoice.**
- D. Reimbursement for Travel and Other County Expenses:
- All travel and meals are part of this Agreement. No reimbursement will be made.
 - County will be reimbursed for pre-approved travel in an amount not to exceed \$_____. Copies of receipts must be submitted. Any expense claimed by the County for which there is no supporting documentation shall be disallowed.
 - County will be reimbursed for OTHER expenses in an amount not to exceed \$_____.
 - OTHER Expenses shall be limited to: Skid Steer Rental _____. Copies of receipts must be submitted. Any expense claimed by the County for which there is no supporting documentation shall be disallowed.
- E. The total of all payments made against this Agreement and paid to the County shall not exceed: \$95,000.00

Upon acceptance of the County's invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the Town within fifteen (15) days, it shall be returned to the County with a written explanation for the rejection. At the end of each fiscal year, County must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1-June 30) to the Town no later than July 31st of the year when the services were performed. County shall submit invoices within sixty (60) days of completing the work.

7. Termination or Suspension of Agreement for Cause. If through any sufficient cause, the County shall fail to fulfill or perform its duties and obligations under this Agreement, or if either party shall violate or breach any of the provisions of this Agreement, either party shall thereupon have the right to terminate or suspend this Agreement, by giving written notice to the other party of such termination or suspension and specifying the effective date thereof. Such notice shall be given at least fifteen (15) calendar days before such effective date.

8. Termination for Convenience of Town. The Town shall have the right to discontinue the work of the County and cancel this Agreement by written notice to the County of such termination and specifying the effective date of such termination. In the event of such termination or suspension of this Contract, the County shall be entitled to just and equitable compensation for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Contract up to and including the date of termination or suspension.

9. Non-Discrimination in Employment and Affirmative Action. The County shall take affirmative action to ensure that qualified applicants and employees are treated without regard to age, race, color, religion, sex, marital status, sexual orientation, national origin, disability, or Vietnam Era Veteran status. The County agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; Massachusetts General Laws Chapter 1518§(1); the Americans with Disabilities Act of 1990; and all relevant administrative orders and executive orders including Executive Order 246.

10. Interest of Members of County and Others. No officer, member or employee of the County, and no member of its governing body of the locality or localities in which the Project is situated or being carried out who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of the Project, shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly financially interested or has any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

11. Conflict of Interest. County acknowledges that it may be subject to the Massachusetts Conflict of Interest statute, Mass. Gen. Laws ch. 268A, and to that extent, County agrees to comply with all requirements of the statute in the performance of this Contract.

12. Recordkeeping, Audit, and Inspection of Records. The County shall maintain books, records, and other compilations of data pertaining to the requirements of the Agreement to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven (7) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. If this contract is funded in whole or in part with state or federal funds, the state or federal grantor agency, the Town or any of its duly authorized representatives or designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records and other compilations of data of the County which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review and copying of records.

13. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the County under this Agreement which the Town requests to be kept as confidential shall not be made available to any individual or organization by the County without the prior written approval of the County or Town, except to such extent as the information is determined to be a public record.

14. Publication, Reproduction and Use of Material. No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The County shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Contract.

15. Political Activity Prohibited. None of the services to be provided by the County shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

16. Choice of Law. This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Town and the agents thereof, agree to bring any federal or state legal proceedings arising under this Contract, in which the County are a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the other is a party. All parties to this contract and covenant agree that any disputes be litigated in the District or Superior courts in Barnstable County.

17. Force Majeure. Neither party shall be liable to the other nor be deemed to be in breach of this Contract for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence. Such causes may include but are not limited to: acts of God or the public enemy, wars, fires, floods, epidemics, strikes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

18. **Compliance with Laws.** The County shall promptly comply with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and any state or federal governmental authority relating to the delivery of the services described in this Contract subject to section 17 above. Unless otherwise provided by law, the County shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the County's failure to comply with the provisions of this section and, shall indemnify the Town against any liability incurred as a result of a violation of this section. If the County receives federal funds pursuant to this Contract, County understands and agrees to comply with all requirements outlined in the Office of Management & Budget Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200 subpart A-F)

19. **Headings, Interpretation and Severability.** The headings used herein are for reference and convenience only and shall not be a factor in the interpretation of the Contract. If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.

20. **Amendments.** The County may, from time to time, require changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the County costs, which are mutually agreed upon by the County and the Town, shall be incorporated in written amendments to this Contract.

21. **Entire Agreement.** The Parties understand and agree that this Contract and its attachments or amendments (if any) constitute the entire understanding between the Parties and supersede all other verbal and written agreements and negotiations by the Parties relating to the services under this Contract.

22. **Notice.** Unless otherwise specified, any notice hereunder shall be in writing addressed to the persons and addresses indicated below (Name, postal address, phone, email address):

To the County: Ken Cirillo, Barnstable County Superior Courthouse, P.O. Box 427, Barnstable, MA 02630

To the Town: Town of Harwich, Town Administrator's Office, 73 Main St. Harwich, MA 02645

Employees of Barnstable County shall not be held personally or contractually liable by or to the Town under any term or provision of this Contract or because of any breach thereof. This Contract is not binding until signed by an authorized County official.

IN WITNESS WHEREOF, the County and Town have executed this date, February , 2023.

FOR THE COUNTY:

FOR THE TOWN:

BARNSTABLE COUNTY:

HARWICH:

Mark Forest, Chair

Michael MacAskill, Chair

Sheila Lyons

Date: _____

Ron Bergstrom

Date: February 22 2023

**ATTACHMENT A
STATEMENT OF WORK**

BARNSTABLE COUNTY AGREES:

1. To do and perform all dredge related work for the Town in accordance with the specifications, drawings, and plans (Attachment B – Pre-Dredge Survey Plan) up to a maximum contract amount of \$95,000.00. This is based on removing up to approximately 7,500 cubic yards of material at \$12.00 per cubic yard and the cost of the rental of a Skid Steer for the rough grading of the dredge material.
2. This price includes before and after dredge surveys to be performed by the County. The County warrants that the final surveys are performed for the limited purpose of substantiating dredge volumes and under no conditions should said surveys be utilized to delineate navigable channels.
3. To comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage injury or loss or on dredging or handling of dredge materials.
4. Immediately notify the Town and cease operations whenever the dredging operations exceed by more than 10% of the dredge volume as estimated or whenever situations or conditions are encountered outside the scope of the specifications, drawings, and plans that were not reasonably foreseeable. The parties agree that variations on the scope of 10% more than or less than the proposed scope of work is reasonable due to climatic and coastal changes and that price adjustments shall be made accordingly. The parties further agree that changes more than 10% shall require the parties to adjust this contract in writing pursuant to Article V.
5. Without the prior approval of the Town, the dredge may operate between the hours of 7:00 A.M. and 5:00 P.M, Sunday through Saturday.

THE TOWN OF HARWICH AGREES:

1. To obtain all required federal, state, and local permits and approvals to conduct the dredge project and provide all related documentation to County (specifications, plans, drawings, and permits including the approximate location of any underwater pipes, cables or other known obstructions not properly marked on nautical charts and or surveys).
2. To conduct required inspections and testing consistent with federal, state, and local permits and approvals.
3. To inspect the County's on-site dredging work in a timely manner.
4. To obligate funds to conduct the dredging work specified in Attachment B.

COUNTY INSURANCE:

The County shall maintain the following insurance coverage while conducting the dredge project:

1. Compensation insurance, the County shall maintain during the life of this Agreement Workmen's Compensation Insurance as required by applicable state law.
2. Protection and Indemnity insurance.
3. General Liability and Excess Liability insurance.
4. Pollution insurance.
5. Contingent Watercraft Liability insurance.

WEATHER CONDITIONS:

In the event of temporary suspension of work due to inclement weather conditions, the County shall cease work with no adverse consequences to the County. The decision to cease work shall be made by the County in consultation with the Town.

COVID 19:

The parties acknowledge and agree that they are operating in an environment of public health uncertainty. The County has prepared and trained its staff to operate reasonably under the circumstances and in compliance with the public safety guidance as directed by our Governor and consistent with industry standards and CDC advisories.

The County cannot control a superseding stop work order or work interruptions related to the COVID 19 virus and or any restrictions that may be issued by Federal or State officials that may negatively impact their work performance and thus time for completion, and the Town cannot control the health and safety impacts on the County crew members.

The County also cannot control supply chain/distribution limitations that may affect the operation of equipment and laborers; mechanical parts, PPE (Personal Protection Equipment) for worker protection and safety, etc.

Therefore, the parties agree that all potential COVID-19 claims that may or may not arise in the execution and performance of this contract are mutually waived.

PROJECT CLOSEOUT:

This AGREEMENT shall be effective when signed by all parties and shall remain in effect until the dredging identified in Attachment B is completed to the mutual satisfaction of all parties.

**Intermunicipal Agreement
Terms and Conditions**

**Barnstable County
3195 Main Street
Barnstable, MA 02630**

THIS INTERMUNICIPAL AGREEMENT is made pursuant to General Laws Chapter 40, § 4A, this

____th day of February, 2023 by and between
the Town of Harwich, 732 Main Street, Harwich, MA 02645

(Town Name and Address)

(hereinafter referred to as Town), and Barnstable County (hereinafter referred to as County and collectively as the "Parties").

The Intermunicipal Agreement ("Agreement") Terms and Conditions and any agreed upon changes thereto included in any Amendments shall take precedence over any additional or conflicting terms and conditions as may be included in any other document attached hereto.

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Attachment A - Statement of Work

3. **Amendments.** The following amendments to the Intermunicipal Agreement have been executed by duly authorized representatives of the Parties and are attached hereto and incorporated herein:

4. **Time of Performance.**

on or about May 15, 2023

Start Date

on or about June 30, 2023

End Date

5. **Responsible County Official:** The County Official and Department exercising managerial control for this Contract shall be: Ken Cirillo, Director, Barnstable County Dredge Department

6. Payment:

- A. The Town shall compensate the County for the services rendered at the rate of \$12 per Cubic Yard (e.g., hour, week, quarterly, project, etc.).
- B. In no event shall the County be reimbursed for time other than that spent providing the described service(s).
- C. Payment will be made upon submittal and approval of the County's Invoice(s) that is (are) sent Monthly____, Quarterly____, Other X (specify): **upon receipt of the Post-Dredge Survey Plan with final volume calculations and Skid Steer rental invoice.**
- D. Reimbursement for Travel and Other County Expenses:
- All travel and meals are part of this Agreement. No reimbursement will be made.
 - County will be reimbursed for pre-approved travel in an amount not to exceed \$_____. Copies of receipts must be submitted. Any expense claimed by the County for which there is no supporting documentation shall be disallowed.
 - County will be reimbursed for OTHER expenses in an amount not to exceed \$_____.
 - OTHER Expenses shall be limited to: Skid Steer Rental. Copies of receipts must be submitted. Any expense claimed by the County for which there is no supporting documentation shall be disallowed.
- E. The total of all payments made against this Agreement and paid to the County shall not exceed: \$95,000.00

Upon acceptance of the County's invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the Town within fifteen (15) days, it shall be returned to the County with a written explanation for the rejection. At the end of each fiscal year, County must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1-June 30) to the Town no later than July 31st of the year when the services were performed. County shall submit invoices within sixty (60) days of completing the work.

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8. Termination for Convenience of Town. The Town shall have the right to discontinue the work of the County and cancel this Agreement by written notice to the County of such termination and specifying the effective date of such termination. In the event of such termination or suspension of this Contract, the County shall be entitled to just and equitable compensation for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Contract up to and including the date of termination or suspension.

9. Non-Discrimination in Employment and Affirmative Action. The County shall take affirmative action to ensure that qualified applicants and employees are treated without regard to age, race, color, religion, sex, marital status, sexual orientation, national origin, disability, or Vietnam Era Veteran status. The County agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; Massachusetts General Laws Chapter 1518§(1); the Americans with Disabilities Act of 1990; and all relevant administrative orders and executive orders including Executive Order 246.

10. **Interest of Members of County and Others.** No officer, member or employee of the County, and no member of its governing body of the locality or localities in which the Project is situated or being carried out who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of the Project, shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly financially interested or has any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

11. **Conflict of Interest.** County acknowledges that it may be subject to the Massachusetts Conflict of Interest statute, Mass. Gen. Laws ch. 268A, and to that extent, County agrees to comply with all requirements of the statute in the performance of this Contract.

12. **Recordkeeping, Audit, and Inspection of Records.** The County shall maintain books, records, and other compilations of data pertaining to the requirements of the Agreement to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven (7) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. If this contract is funded in whole or in part with state or federal funds, the state or federal grantor agency, the Town or any of its duly authorized representatives or designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records and other compilations of data of the County which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review and copying of records.

13. **Findings Confidential.** Any reports, information, data, etc., given to or prepared or assembled by the County under this Agreement which the Town requests to be kept as confidential shall not be made available to any individual or organization by the County without the prior written approval of the County or Town, except to such extent as the information is determined to be a public record.

14. **Publication, Reproduction and Use of Material.** No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The County shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Contract.

15. **Political Activity Prohibited.** None of the services to be provided by the County shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

16. **Choice of Law.** This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Town and the agents thereof, agree to bring any federal or state legal proceedings arising under this Contract, in which the County are a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the other is a party. All parties to this contract and covenant agree that any disputes be litigated in the District or Superior courts in Barnstable County.

17. **Force Majeure.** Neither party shall be liable to the other nor be deemed to be in breach of this Contract for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence. Such causes may include but are not limited to: acts of God or the public enemy, wars, fires, floods, epidemics, strikes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

18. **Compliance with Laws.** The County shall promptly comply with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and any state or federal governmental authority relating to the delivery of the services described in this Contract subject to section 17 above. Unless otherwise provided by law, the County shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the County's failure to comply with the provisions of this section and, shall indemnify the Town against any liability incurred as a result of a violation of this section. If the County receives federal funds pursuant to this Contract, County understands and agrees to comply with all requirements outlined in the Office of Management & Budget Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200 subpart A-F)

19. **Headings, Interpretation and Severability.** The headings used herein are for reference and convenience only and shall not be a factor in the interpretation of the Contract. If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.

20. **Amendments.** The County may, from time to time, require changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the County costs, which are mutually agreed upon by the County and the Town, shall be incorporated in written amendments to this Contract.

21. **Entire Agreement.** The Parties understand and agree that this Contract and its attachments or amendments (if any) constitute the entire understanding between the Parties and supersede all other verbal and written agreements and negotiations by the Parties relating to the services under this Contract.

22. **Notice.** Unless otherwise specified, any notice hereunder shall be in writing addressed to the persons and addresses indicated below (Name, postal address, phone, email address):

To the County: Ken Cirillo, Barnstable County Superior Courthouse, P.O. Box 427, Barnstable, MA 02630

To the Town: Town of Harwich, Town Administrator's Office, 73 Main St. Harwich, MA 02645

Employees of Barnstable County shall not be held personally or contractually liable by or to the Town under any term or provision of this Contract or because of any breach thereof. This Contract is not binding until signed by an authorized County official.


IN WITNESS WHEREOF, the County and Town have executed this date, February , 2023.

FOR THE COUNTY:

FOR THE TOWN:

BARNSTABLE COUNTY:


HARWICH:

Mark Foresti 

Michael MacAskill, Chair

Sheila Lyons 

Date: _____

Ron Bergstrom 

Date: February 22, 2023

**ATTACHMENT A
STATEMENT OF WORK**

BARNSTABLE COUNTY AGREES:

1. To do and perform all dredge related work for the Town in accordance with the specifications, drawings, and plans (Attachment B – Pre-Dredge Survey Plan) up to a maximum contract amount of \$95,000.00. This is based on removing up to approximately 7,500 cubic yards of material at \$12.00 per cubic yard and the cost of the rental of a Skid Steer for the rough grading of the dredge material.
2. This price includes before and after dredge surveys to be performed by the County. The County warrants that the final surveys are performed for the limited purpose of substantiating dredge volumes and under no conditions should said surveys be utilized to delineate navigable channels.
3. To comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage injury or loss or on dredging or handling of dredge materials.
4. Immediately notify the Town and cease operations whenever the dredging operations exceed by more than 10% of the dredge volume as estimated or whenever situations or conditions are encountered outside the scope of the specifications, drawings, and plans that were not reasonably foreseeable. The parties agree that variations on the scope of 10% more than or less than the proposed scope of work is reasonable due to climatic and coastal changes and that price adjustments shall be made accordingly. The parties further agree that changes more than 10% shall require the parties to adjust this contract in writing pursuant to Article V.
5. Without the prior approval of the Town, the dredge may operate between the hours of 7:00 A.M. and 5:00 P.M, Sunday through Saturday.

THE TOWN OF HARWICH AGREES:

1. To obtain all required federal, state, and local permits and approvals to conduct the dredge project and provide all related documentation to County (specifications, plans, drawings, and permits including the approximate location of any underwater pipes, cables or other known obstructions not properly marked on nautical charts and or surveys).
2. To conduct required inspections and testing consistent with federal, state, and local permits and approvals.
3. To inspect the County's on-site dredging work in a timely manner.
4. To obligate funds to conduct the dredging work specified as specified as specified in Attachment B - Pre-Dredge Survey plan.

COUNTY INSURANCE:

The County shall maintain the following insurance coverage while conducting the dredge project:

1. Compensation insurance, the County shall maintain during the life of this Agreement Workmen's Compensation Insurance as required by applicable state law.
2. Protection and Indemnity insurance.
3. General Liability and Excess Liability insurance.
4. Pollution insurance.
5. Contingent Watercraft Liability insurance.

WEATHER CONDITIONS:

In the event of temporary suspension of work due to inclement weather conditions, the County shall cease work with no adverse consequences to the County. The decision to cease work shall be made by the County in consultation with the Town.

COVID 19:

The parties acknowledge and agree that they are operating in an environment of public health uncertainty. The County has prepared and trained its staff to operate reasonably under the circumstances and in compliance with the public safety guidance as directed by our Governor and consistent with industry standards and CDC advisories.

The County cannot control a superseding stop work order or work interruptions related to the COVID 19 virus and or any restrictions that may be issued by Federal or State officials that may negatively impact their work performance and thus time for completion, and the Town cannot control the health and safety impacts on the County crew members.

The County also cannot control supply chain/distribution limitations that may affect the operation of equipment and laborers; mechanical parts, PPE (Personal Protection Equipment) for worker protection and safety, etc.

Therefore, the parties agree that all potential COVID-19 claims that may or may not arise in the execution and performance of this contract are mutually waived.

PROJECT CLOSEOUT:

This AGREEMENT shall be effective when signed by all parties and shall remain in effect until the dredging identified in Attachment B is completed to the mutual satisfaction of all parties.