

SELECTMEN'S MEETING AGENDA*

Donn B. Griffin Room, Town Hall
732 Main Street, Harwich, MA
Executive Session 5:00 PM
Regular Meeting 6:00 P.M.
Monday, December 11, 2023

Remote Participation Optional:

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

<https://meet.goto.com/754054581>

You can also dial in using your phone.

Access Code: 754-054-581

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

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

I. **CALL TO ORDER**

II. **EXECUTIVE SESSION**

- A. Pursuant to MGL c. 30A, §21(a)(6) to consider the purchase, exchange, lease or value of real property if the Chair declares that an open meeting may have a detrimental effect on the negotiating position of the Town; 62 Route 28, West Harwich
- B. Pursuant to G.L. c. 30A, sec. 21(a)(2) to conduct strategy sessions in preparation for negotiations with non-union personnel and to conduct contract negotiations with non-union personnel: Town Administrator

III. **PLEDGE OF ALLEGIANCE**

IV. **PUBLIC COMMENTS/ANNOUNCEMENTS**

- A. Last Select Board Meeting of 2023 will be Monday, December 18th

V. **CONSENT AGENDA**

- A. Vote to affirm the Harwich Hall of Fame nominees as recommended by the Interview Committee:
 1. Albert Raneo
 2. Angelina Raneo Chilaka
 3. Allin P. Thompson
 4. Milton H. Welt
- B. Vote to accept the resignation of Steve Bilotta from the Golf Committee
- C. Approve Select Board Meeting Minutes for November 27, 2023

VI. **JOINT MEETING WITH SELECT BOARD AND RECREATION AND YOUTH COMMISSION**

- A. Discussion on Recreation planning
- B. Discussion on use of various town owned properties
- C. Discussion on fees related to all recreation programs; Votes may be taken
- D. Discussion on MassDOT Right of Entry request at 647 Route 28 (Wychmere Overlook)

VII. **NEW BUSINESS**

- A. Approve the easement request from MassDOT for an easement and right of entry for the Route 28 sidewalk project
- B. Discussion regarding a Human Resources position to be added by vote at Annual Town Meeting May 2024
- C. Approve a Class II Used Car Dealer and Class IV Auto Repair Annual license renewal for Sam's Auto Repair & Sales, Inc. d/b/a Sam's Automotive Center, 413 Route 28
- D. Approve the following 2024 Annual Entertainment license renewals:
 1. Cape Roots Market & Café, LLC d/b/a Cape Roots Market & Café, 557 Route 28
Weekday – 4:00 p.m. to 8:00 p.m. inside
Live/recorded music, amplification, dancing by live performers
 2. Hot Stove, Inc. d/b/a Hot Stove, 551 Route 28
Weekday – 9:00 p.m. to 12:00 a.m. inside
Jukebox, radio, television, live/recorded music, amplification, dancing by live performers
- E. Approve the following 2024 Annual Common Victuallers license renewals:
 1. Cape Roots Market & Café, LLC d/b/a Cape Roots Market & Café, 557 Route 28
 2. Hot Stove, Inc. d/b/a Hot Stove Saloon, 554 Route 28
 3. Subfleet, Inc. d/b/a Subway, 1 Austin Road

4. Morin-Froughton, Inc. d/b/a Lighthouse Café, 216 Route 28

VIII. **OLD BUSINESS**

- A. Discussion and possible vote to call a Special Town Election to fill the current Select Board vacancy, term to expire May 21, 2024
- B. Discussion on potential municipal tax bill inserts per M.G.L. c. 60, §3 A(d)

IX. **TOWN ADMINISTRATOR'S REPORT**

X. **SELECTMEN'S REPORT**

XI. **CORRESPONDENCE**

XII. **ADJOURNMENT**

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

Authorized Posting Officer:

Danielle Freiner, Executive Assistant

Posted by: _____
Town Clerk

Date: _____
December 7, 2023

CONSENT AGENDA

**Town of Harwich
Board of Selectmen
Policy for Selecting Inductees to the Harwich Hall of Fame**

Article 48 of the 2003 Annual Town Meeting authorized the Board of Selectmen to create a "Hall of Fame" to honor past residents and influential people who have contributed to the Town and have made it the special place we call home. To implement and fulfill the intent of the Hall of Fame the following process shall be followed.

1. Eligibility

Any individual who has made a significant contribution to the history of the Town of Harwich shall be eligible for nomination.

2. Nominations

Anyone seeking to nominate an individual for induction into the Harwich Hall of Fame shall complete the appropriate nomination form in its entirety and submit the nomination form together with an appropriate photo or image of the nominee to the Office of the Selectmen prior to November 1.

3. Review of Nominations and Acceptance

The Board of Selectmen, through its Interview Committee, shall evaluate the nominations and if necessary interview the proponent of each nominee to obtain additional information which may be useful in the selection process. After evaluation of the nominations the Committee shall bring to the full board a maximum of four recommendations for induction into the Hall of Fame annually. The Board of Selectmen will act on the nominations and the names of those receiving an affirmative vote for inclusion in the Harwich Hall of Fame shall be presented at the next annual town meeting.

4. Harwich Hall of Fame

The Harwich Hall of Fame shall consist of a designated hallway(s) within the Community Center upon which photos and brief descriptions or plaques of inductees shall be hung in honor of the inductees and to memorialize the individuals who have contributed to the history of Harwich. Whenever possible the size and type of frame and the organization of the photos and text shall be similar.

Adopted by the Harwich Board of Selectmen
at a Public Meeting on July 28, 2003

Town of Harwich
Hall of Fame
Nomination Form



1. Name of Nominee: Albert Rane

2. Last Known Address: [REDACTED]

3. Date of Birth: _____

4. Date of Death (if applicable): —

5. Occupation: Retired Highway Dept Director

6. Positions Held in Town Government and/or Civic Associations and Dates

see attached from _____ to _____

see attached from _____ to _____

7. Description of Service/Contributions to the Life of the Town of Harwich
(Attach Separate Sheet if Necessary)

see attached

Submitted By: Don Howell

Name: _____

Address: [REDACTED]

Phone Number: [REDACTED]

Date of Submission: Oct 31, 2023

Signature of Proponent: [Signature]



**TOWN OF HARWICH
HALL OF FAME
ALBERT RANEO
Inducted May 2024**


Albert has always been a man of the community. He was born and raised most of his life in Harwich, He also married a Harwich Girl – Josephine Galvin - raising three children, Albert Jr., Cheryl, and Brian. As of this date, the happy couple has been married almost 70 years. In all of his endeavors, he has measured himself by a simple standard: a good citizen is a person who never has to be asked to do something, a caring person who is not afraid to be involved, a person who does something not looking for recognition, and enjoys working and being with people. And by all measures he succeeded.

Recognized as outstanding young man by the US Jaycees in 1968, he set out on a course of duty and responsibility to his Town for more than a half century. He held numerous positions of responsibility, notably being elected the Town's Highway Surveyor, a position he held for 18 years until he assumed the duties of the Highways Director for another seven years. In fact, he established the first swap shop (now the Treasure Chest) during his reign. He also served on many boards: Harwich Recreation Commission – President of the Board of Directors of the Barnstable County Highway Association, serving on the Board of Directors of the American Public Works Association, and President of the International Association of Basketball Officials. He was inducted into the Harwich High School Hall of Fame and received the Harwich Historical Society Claire Kenney Volunteer Award.

His deep devotion to equality can be evidenced throughout his life as a member of the Cape Cod Chapter of the NAACP. He has also been honored by the Cape Verdean American Club of Providence and received the Cape Verdean of the Year award by the Harwich Cape Verdean Festival committee. Of even greater importance, he was the inaugural interviewee for the Cape Verdean Oral History Project. He also helped to develop a larger Cape Verdean Section of information at Brooks Free and Chase Libraries. But perhaps his crowning accomplishment was in arranging for an official visit of Cabo Verde President Francisco Tavares to Harwich to meet the Selectmen and the community of Harwich. The visit recognized the profound positive impact Cape Verdeans have had on Harwich for two centuries.

Town of Harwich
Hall of Fame
Nomination Form

1. Name of Nominee: Angelina "Angie" Raneos Chitaka

2. Last Known Address: 

3. Date of Birth: 

4. Date of Death (if applicable): N/A

5. Occupation: Retired teacher

6. Positions Held in Town Government and/or Civic Associations and Dates

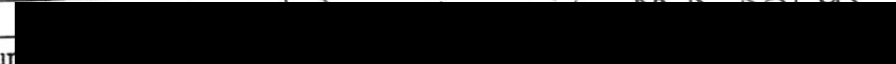
Harwich Children's ^{Fund} from _____ to _____


Harwich Council on ^{Aging} from _____ to _____

7. Description of Service/Contributions to the Life of the Town of Harwich
(Attach Separate Sheet if Necessary)


Please see attached page

Submitted By:
Name: Karen Boujoukos

Address: 

Phone Number: 

Date of Submission: _____

Signature of Proponent: 

Angelina Raneo Chilaka was born and raised on Cape Cod and though she spent some of her early, professional years in New York, she returned to the Cape to teach health education and general science courses and coached in the Harwich and then Monomoy Public Schools. Her teaching job gave her a window into the lives of her students, some of whom were struggling with economic instability in their homes. Working with school counselors and other concerned educators, she rallied people to provide warm winter clothing, school supplies and Christmas presents for the children in need. Her idea eventually grew into the nonprofit Harwich Children's Fund, of which she is still an active member, and which has expanded its service to include: clothing, food, medical/dental, vision/hearing and enrichment, in addition to the school supplies, and holiday needs.

Angie volunteers with the American Red Cross where, prior to the pandemic, she taught local CPR classes. Currently, she assists in the office with administrative tasks though she hopes to get back to teaching CPR when the risks of COVID have abated sufficiently. She also volunteers with the Harwich Council on Aging where she serves as a member of the council's Board of Directors, and she recently accepted a board position with the Board of Directors for Outer Cape Health Services as well.

As a member of the MLK Action Team which is the racial justice advocacy group of the Nauset Interfaith Association, Angie has worked tirelessly as the Co-Chair of the Action Team's Education Task Force. Through the work of this nonprofit, she helped to organize a Diversity, Equity & Inclusion conference free to all educators of Cape Cod in July of 2021. She is currently planning the second such conference to be held this July at the Monomoy Regional School District High School.

The other MLK Education Task Force initiative she was instrumental in organizing was a community book drive to provide the third grade classrooms of Nauset and Monomoy School Districts with new, donated books featuring protagonists of color. The book drive collected 635 books which provided each third grade teacher in both school districts with 40 new books for their classroom.

Angie has always had the interests of her beloved community of Harwich at heart and she is a true asset to our community. I sincerely hope that she will be added to the Town of Harwich Hall of Fame for well deserved recognition as a community volunteer extraordinaire.



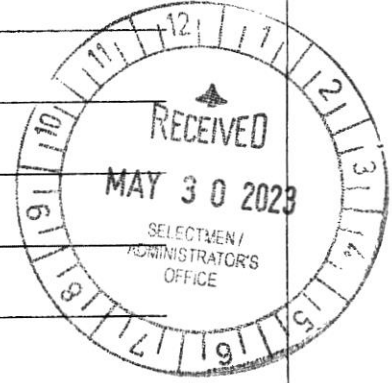
Mercy Otis Warren
Cape Cod
Woman of the Year

1981 Mary E. [Name]	1982 Mary E. [Name]	1983 Mary E. [Name]
1984 Mary E. [Name]	1985 Mary E. [Name]	1986 Mary E. [Name]
1987 Mary E. [Name]	1988 Mary E. [Name]	1989 Mary E. [Name]
1990 Mary E. [Name]	1991 Mary E. [Name]	1992 Mary E. [Name]
1993 Mary E. [Name]	1994 Mary E. [Name]	1995 Mary E. [Name]
1996 Mary E. [Name]	1997 Mary E. [Name]	1998 Mary E. [Name]
1999 Mary E. [Name]	2000 Mary E. [Name]	2001 Mary E. [Name]
2002 Mary E. [Name]	2003 Mary E. [Name]	2004 Mary E. [Name]
2005 Mary E. [Name]	2006 Mary E. [Name]	2007 Mary E. [Name]
2008 Mary E. [Name]	2009 Mary E. [Name]	2010 Mary E. [Name]
2011 Mary E. [Name]	2012 Mary E. [Name]	2013 Mary E. [Name]
2014 Mary E. [Name]	2015 Mary E. [Name]	2016 Mary E. [Name]
2017 Mary E. [Name]	2018 Mary E. [Name]	2019 Mary E. [Name]
2020 Mary E. [Name]	2021 Mary E. [Name]	2022 Mary E. [Name]

presents
Warren
Year

**Town of Harwich
Hall of Fame
Nomination Form**

1. Name of Nominee: Allin P. Thompson
2. Last Known Address: [REDACTED]
3. Date of Birth: [REDACTED]
4. Date of Death (if applicable): _____
5. Occupation: Purchasing Agent Robert B. OVR (Ret)
6. Positions Held in Town Government and/or Civic Associations and Dates
- SEE Attached from _____ to _____
- _____ from _____ to _____
7. Description of Service/Contributions to the Life of the Town of Harwich
(Attach Separate Sheet if Necessary)
- SEE Attached



Submitted By:
Name: Robert Handler
Address: [REDACTED]
Phone Number: [REDACTED]
Date of Submission: MAY 30 2023
Signature of Proponent: [Signature]

ALLIN THOMPSON

1965- First run for public office- lost by 9 votes

1966-Elected to Park Commission

1968-Re-elected to Park & Recreation Commission- while serving, joined the two departments together for better operations and savings.

1971- Appointed to Finance Committee

1978-1981-Served as Executive Secretary to Finance Committee

1981- Appointed to Town Meeting Study Committee

1982-1983- Appointed to Capital Outlay Committee

1984-1988-Appointed to Historical Commission

1986-1987-Elected to Charter Committee

1989-1998- Elected to Board of Selectmen, serving three terms (sub committee while on the board)

1989-1990- Brooks Academy Museum Committee

1990- Town Hall Building Committee

1993-1994-Served as Chairman of the BOS during 300th Anniversary.

1995-Started Pleasant Bay Alliance with Chatham and Orleans

1998-present Pleasant Bay Alliance Chair

2003-Restoration of South Harwich Meeting House

2007- Appointed to High School Building Needs Committee- Chair

2007- present Appointed on Citizens Advisory on Wastewater- Chair

2010- present Appointed to Board of Water Commission- Elected as Water Commissioner



**Town of Harwich
Hall of Fame
Nomination Form**

1. Name of Nominee: Milton H. Welt

2. Last Known Address: [REDACTED]

3. Date of Birth: [REDACTED]

4. Date of Death (if applicable): [REDACTED]

5. Occupation: Artist, and so much more

6. Positions Held in Town Government and/or Civic Associations and Dates

Selectman and Assessor from 1957 to 1960

Selectman & Assessor from 1962 to 1970

7. Description of Service/Contributions to the Life of the Town of Harwich
(Attach Separate Sheet if Necessary)

See attached document.

Submitted By:

Name: Charles and Donna Spillane

Address: [REDACTED]

Phone Number: [REDACTED]

Date of Submission: October, 2023

Signature of Proponent: Charles Spillane & Donna Spillane

Hall of Fame Nomination for Milton Welt

Milton Welt was not born on Cape Cod; Milton Welt did not grow up in Harwich. But he served this community with dignity and honor since he and his wife Barbara and their three daughters moved to our wonderful town in 1949.

Mr. Welt was elected to the Board of Selectman in 1957 and again in 1962, serving as Chairman of the Board. He was also Assessor for the town of Harwich, served as the Executive Director of the Cape Cod Planning and Economic Development Commission. Very dear to Mr. Welt's heart was his commitment to the Conservation Commission and the Harwich Conservation Trust.

In 1971, he also was Assistant Registrar of Deeds in Barnstable County. He was an incorporator of the Cape Cod Five Cents Savings Bank and served on its Board of Directors for many years.

But Milton Welt's heart was always his family and his artwork. He was an amazing Watercolor artist, who had graduated from the Keith Parrish School of Art in Portland, Maine. After years of owning his own sign business, and honoring his commitments to Harwich and Barnstable County, Mr. Welt retired in 1978, and devoted his efforts to his artwork. He was one of the founding members of the Guild of Harwich Artists. Milton went on to a celebrated career, with his work in many collections here on the Cape, and in many of the 50 states, as well as internationally.

In 1964, Mr. Welt painted a mural of scenes of Harwich in the lobby of the "new" Harwich High School building, and in 1989, he refurbished it. Sadly, the only view of that work is now a commemorative photo, and plaque in the Community Center on Oak St.

Milton Welt, with his kindness and marvelous sense of humor, was a true gentleman above all else. He was a friend and mentor to artists, young and old, sharing his wisdom and artistic advice freely.

High school mural is a symbol of the heart of Harwich



HONORS FOR ARTIST: Milton Welt (right) is praised by Principal Vincent Bresnahan for restoring the Harwich High School mural Welt painted 25 years ago. (Staff photo by Vallerie A. Malkin)

Last Wednesday, grateful members of the town of Harwich gathered around Milton Welt to honor a 25-year-old mural which he refurbished as a gift to the town.

The idea of a mural was initiated in 1964, when the high school was just finished. Welt explained that there was a plaster background that the contractors had installed at the high school with pictorial wallpaper, "identical to that behind the meat counter of the local A&P!"

The former selectman explained

that the paper would not adhere to the wallpaper base, so he recalls discussing the problem with members of the school committee.

Welt suggested that it "might be nice to put up something that would be a lot more of a design with local interest," but money was not available. Welt then offered to submit a design because "I wanted to do something for the new structure," and also because his daughter, Susan, would be a member of the graduating class that year.

"When I submitted the sketch or design," he said, "they (the

school committee) approved it, and I executed the thing during the school vacation, which took a while."

Welt said that over the years, it was his feeling that the painting needed protection because of its location in the school. Also, exposure to air over 25 years makes deterioration inevitable.

Four or five years ago, he reported, they tried to clean it, unsuccessfully, with "various kinds of soaps." Welt said he felt "the only thing we could do would be to repaint it or parts of it" with the understanding that the school

department would see that the work was protected in glass.

Welt said that the refurbishment took four days last summer, and the mural is now preserved by a covering of tempered glass in the foyer of the high school.

It was the subject of praise last week by members of the school committee, board of selectmen, guild of artists and teachers association, who attended the reception along with members of Welt's family.

"I think what you've captured is the Harwich heart which never changes," said Richard Hansen, president of the Harwich Teacher's Association.

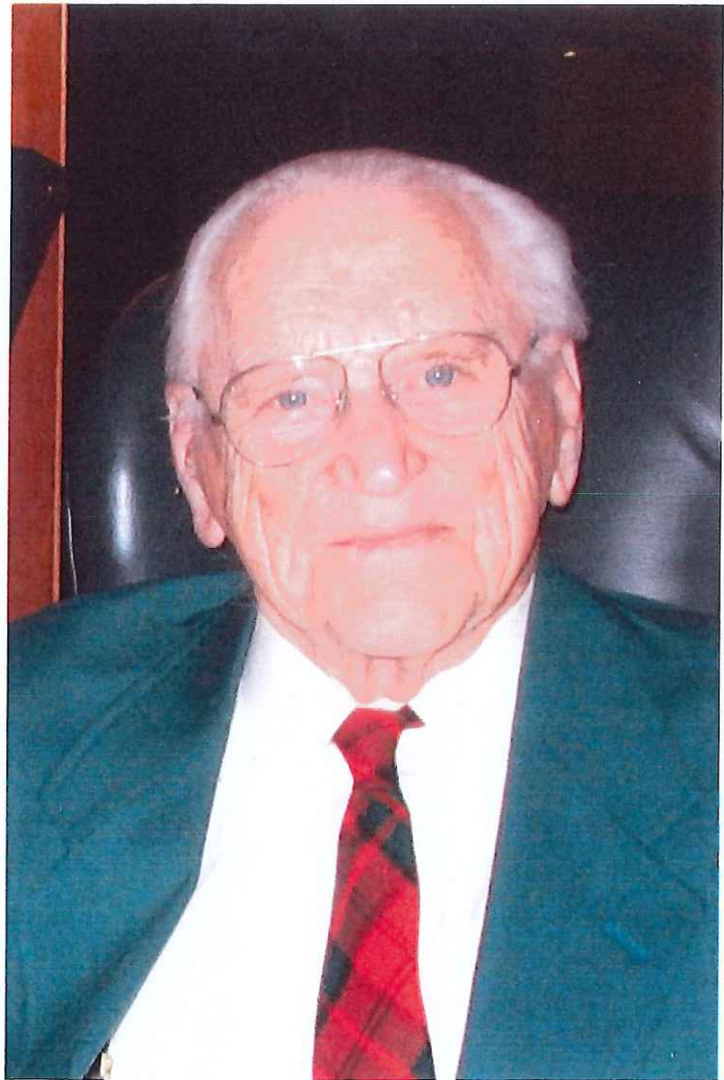
Welt took his praises modestly,

commending superintendent Charles Ferris. "I can't say enough about Bud's vision in seeing the possibilities in the work I did."

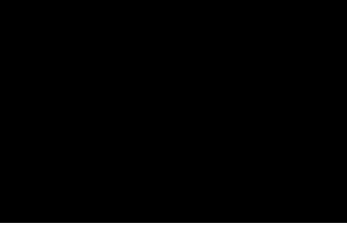
Welt offered thanks to students for letters he received, and remarked that his wife, Barbara, is his best friend and most severe critic.

He pointed out that having the mural mounted gives him a chance to see whether he's "improved any" (over the years).

Without too much sentiment, but with all the pride of a child receiving his first gold star, Welt noted, "It really is a red letter day in my calendar."



Steven Bilotta



December 1, 2023

RECEIVED
TOWN CLERK
HARWICH, MA

2023 DEC -1 P 1:26

Town Clerk

Town of Harwich Massachusetts

732 Main Street

Harwich, MA 02645

I, Steven Bilotta, would like to offer my resignation of my position on the Town of Harwich Golf Committee, effective immediately. The Cranberry Valley Golf course is a great asset to the town of Harwich, its residents and visitors alike primarily due to the tremendous work of Roman Greer, the Director of Golf and Shawn Fernandez, Superintendent. I wish all the best for the Golf Committee going forward.

Sincerely,

Steve Bilotta

A handwritten signature in cursive script, appearing to read "Steve Bilotta".

**MINUTES
SELECT BOARD MEETING
DONN B. GRIFFIN ROOM, TOWN HALL
732 MAIN STREET, HARWICH, MA
REGULAR MEETING 6:00 PM
EXECUTIVE SESSION TO FOLLOW
MONDAY, NOVEMBER 27, 2023**

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

ALSO PARTICIPATING: Meggan Eldredge, Assistant Town Administrator

I. CALL TO ORDER:

Ms. Kavanagh called the meeting of the Harwich Select Board to order on Monday, November 27, 2023, at 6:00PM and read the Open Meeting Law Notice.

II. PLEDGE OF ALLEGIANCE:

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

Ms. Kavanagh noted that the Select Board will be going into Executive Session following the Regular Meeting. They will not be returning and will adjourn in Executive Session.

III. PUBLIC COMMENTS/ANNOUNCEMENTS

Cindy Williams, Executive Director of the Harwich Chamber of Commerce was present. She gave information on the Christmas in Harwich weekend, noting events and details. All information is available on the town's web site.

Amy Usowski, Conservation Administrator was present and gave information regarding AmeriCorps and their monthly educational walks for the public. All information is on the town's website under events.

Carolyn Carey, Community Center Director was present and gave information regarding the December events. All information is on the town's web site.

Robert Thomason of Harwich was present to ask a question regarding the Change Order for the Wixon Landing Improvement Project.

November 27, 2023

Mr. Handler noted that this Wednesday from 5:00PM to 7:00 PM at 204 building, he and Selectman MacAskill will be holding office hours for anyone who would like to speak with them.

CONTRACTS were brought forward and taken out of order to address the Change Order.

IV. CONSENT AGENDA:

- A. Accept the resignation of Michelle Ryan from the Golf Committee, effective immediately
- B. Accept a gift from Ora Gaylord Arooth Trust for the Community Center in the amount of \$13,060
- C. Approve the Select Board Meeting Minutes for November 20, 2023

Mr. Handler moved to accept a gift from Ora Gaylord as presented and to approve the Select Board Meeting Minutes for November 20, 2023, seconded by Ms. Kavanagh.

Vote 3:0 in favor. Motion carried.

Mr. Handler noted, for the record, that he met with Martha Duffy, Golf Committee Chair, at which time he was made aware that Michelle Ryan was considering resigning from the Golf Committee. He asked Ms. Duffy to speak with Ms. Ryan on his behalf and request that she hold her resignation until after this meeting. He feels that Ms. Ryan is an incredible asset to the town, and he is sorry to see her go. He thanked Ms. Ryan for being a member of the Golf Committee and asked that she consider reapplying to the Golf Committee when things settle.

Mr. Handler moved to accept the resignation of Michelle Ryan from the Golf Committee, effective immediately, seconded by Mr. MacAskill.

Mr. MacAskill commented that he understands Ms. Ryan's reasons for resigning and understands her frustration. The Select Board has been dealing with the Golf Committee situation for some time and noted posts on social media that have had a negative effect on the Board and the Committee. He noted that the information on social media is inaccurate and asked that people be aware and not take it as fact. Mr. MacAskill also noted a comment made by Sandra Hall that he has taken offense to giving specifics and his reasons.

Vote 3:0 in favor. Motion carried.

V. NEW BUSINESS

- A. Vote to reduce the number of members of the Harwich Accessibility Rights Committee from seven to five

Mr. Handler moved to reduce the number of members of the Harwich Accessibility Rights Committee from seven to five and to remove the alternates, seconded by Mr. MacAskill.

November 27, 2023

Mr. MacAskill would like to ask Selectman Howell, for further discussion, to meet with the Harwich Accessibility Rights Committee as the Liaison to discuss the current Charge.

Vote 3:0 in favor. Motion carried.

B. Discuss request from Conservation Administrator for a one time increase of the expenditure limit from the Wetland Revolving Fund; Votes may be taken.

Amy Usowski, Conservation Administrator was present with Conservation Commission Member Brad Chase as well as Chairman John Ketchum who was present online. Ms. Usowski gave a brief history noting what has happened, what they are requesting and why they are making the request. Ms. Usowski also explained the results of the RFP, the field studies that will be done and the benefit of having that information.

Board members asked questions about the RFP, the field studies, and other issues which Ms. Usowski and Mr. Chase answered in detail.

Mr. MacAskill moved to approve the request from the Conservation Administrator for a one time increase of the expenditure limit from the Wetland Revolving Fund from \$6,000 to \$72,640, seconded by Mr. Handler.

Vote 3:0 in favor. Motion carried.

C. Approve the following M.G.L. Chapter 138, Section 15, off-premises annual liquor license renewals:

1. Bourne Petroleum Ltd. d/b/a Harwich Exxon, 173 Pleasant Lake Ave.
2. Pizza Shark Partners d/b/a Pizza Shark, 403 Pleasant Lake Ave.

Mr. Handler moved to approve the off-premises annual liquor license renewals as presented, seconded by Mr. MacAskill.

Vote 3:0 in favor. Motion carried.

D. Approve the following M.G.L. Chapter 138, Section 12, on-premises annual liquor license renewals:

1. Ember Pizza, Inc. d/b/a Ember, 600 Route 28
2. Harwichport House of Pizza, Inc. 330 Route 28
3. Round Cove Resort Beverage LLC d/b/a Wequassett Inn, 2173 Route 28
4. Shogun, Inc. d/b/a Noble House, 21 Route 28
5. Zack, Inc. d/b/a Castaways, 986 Main Street

November 27, 2023

Mr. Handler moved to approve the on-premises annual liquor license renewals as presented, seconded by Mr. MacAskill.

Vote 3:0 in favor. Motion carried.

VI. OLD BUSINESS:

A. Board discussion on items related to the Golf Committee; Votes may be taken.

Ms. Kavanagh gave a brief history of the situation noting that the SB is trying to support the town employees. They understand the concerns of the employees involved and noted two individuals from the Golf Committee who are involved in the situation. The SB may suspend the Golf Committee meetings until those two members' terms have expired if they cannot come to a solution that allows them to move forward with those two members on the Committee.

Mr. Handler read his narrative noting the difficulty of the situation, how long it has been going on and what he feels is the bigger picture, which is how the town governs itself. He emphasized that this is not about the whole Committee but that it has been going on for three years. Mr. Handler noted specifically what the two town employees have had to endure daily for an extended period of time. He commented that the SB has allowed the situation to continue for three years for which he personally apologized. Mr. Handler also noted at what point the union became involved and the result of that involvement. He commented that if the Committee Members involved were to resign effective immediately, the Golf Committee would be back in business. He stressed that the town employees should not have to deal with this situation now or ever and stated 3 options as a solution.

Mr. MacAskill commented that he would support two of the three suggestions but hopes that the two Committee Members involved would resign. He feels that as part of a review, the Charter should include a process for the removal of menaces from a committee. Mr. MacAskill commented that anyone in the public that listened to Mr. Handler now has the facts and knows that the SB is protecting employees.

Ms. Kavanagh is in favor of referring the two Committee Members to the Interview Committee and confirmed that a vote was not necessary at this time.

Mr. MacAskill suggested suspending the Golf Committee meetings until the end of June 2024.

Mr. Handler moved to postpone all Golf Committee public meetings until June 30, 2024, seconded by Mr. MacAskill.

Vote 3:0 in favor. Motion carried.

Mr. MacAskill noted the different platforms or meetings at which the public will have the opportunity to ask questions regarding golf course issues.

November 27, 2023

VII. CONTRACTS: (TAKEN OUT OF ORDER)

- A. Approve and authorize the Chair to sign Change Order #1 for Wixon Landing Improvement Project in the amount of \$3,400
- B. Approve the following three-year Mooring Servicing Agent License Agreements:
 - 1. Allen Harbor Marine Services, Inc. servicing Allen Harbor mooring field
 - 2. Harwich Port Boat Yard, Inc. servicing Wychmere Inner and Outer mooring fields
 - 3. Lower Cape Marine Services, servicing Round Cove, Pleasant Bay and Herring River mooring fields

Mr. Handler moved to approve and authorize the Chair to sign Change Order #1 as presented, seconded by Mr. MacAskill.

Ms. Eldredge had the plans for the Wixon Landing Improvement Project which she explained in detail. She addressed questions that Mr. Thomason had previously emailed her.

Mr. Thomason questioned why a Change Order was issued early in the project. He expressed his concerns about the project in general.

John Rendon, Harbormaster was present virtually and answered the question in detail.

Mr. MacAskill expressed his thanks to Mr. Thomason. He also expressed his support to Mr. Rendon for the Change Order and the improvements.

Vote 3:0 in favor. Motion carried.

Mr. Handler moved to approve the three-year Mooring Servicing Agent License Agreements as presented, seconded by Mr. MacAskill.

Vote 3:0 in favor. Motion carried.

VIII. TOWN ADMINISTRATOR'S REPORT:

Ms. Eldredge announced the hiring of a local building inspector, which completed the Community Development staff.

IX. SELECT BOARD MEMBER REPORT:

Mr. Handler thanked Ms. Eldredge, Ms. Williams, Ms. Carey and Ms. Hewitt, Library Director, for all that they do for the town of Harwich year-round.

Mr. MacAskill thanked Ms. Mitchell, Town Clerk and her staff noting his support and the support of many members of the public.

November 27, 2023

Ms. Kavanagh also offered her thanks and support to everyone mentioned.

X. CORRESPONDENCE:

None

XI. EXECUTIVE SESSION:

- A. Pursuant to G.L. c. 30A, sec. 21(a)(2) to conduct strategy sessions in preparation for negotiations with nonunion personnel or to conduct collective bargaining sessions or contract negotiations with nonunion personnel; Harwich Employees Association (HEA)
- 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 towns bargaining position; Harwich Employees Association (HEA)

Mr. Handler moved to move into Executive Session as presented, seconded by Mr.

MacAskill. Vote 3:0 in favor by roll call vote. Motion carried.

Mr. Handler moved to adjourn to Executive Session, noting that the Board will not be returning.

Respectfully submitted,

Judi Moldstad
Board Secretary

November 27, 2023

JOINT MEETING
WITH SELECT BOARD
AND RECREAION &
YOUTH COMMISSION

Part I	ADMINISTRATION OF THE GOVERNMENT
Title VII	CITIES, TOWNS AND DISTRICTS
Chapter 40	POWERS AND DUTIES OF CITIES AND TOWNS
Section 22F	LICENSE FEES; SERVICE CHARGES; ACCEPTANCE OF SECTION

Section 22F. Any municipal board or officer empowered to issue a license, permit, certificate, or to render a service or perform work for a person or class of persons, may, from time to time, fix reasonable fees for all such licenses, permits, or certificates issued pursuant to statutes or regulations wherein the entire proceeds of the fee remain with such issuing city or town, and may fix reasonable charges to be paid for any services rendered or work performed by the city or town or any department thereof, for any person or class of persons; provided, however, that in the case of a board or officer appointed by an elected board, the fixing of such fee shall be subject to the review and approval of such elected board.

A fee or charge imposed pursuant to this section shall supersede fees or charges already in effect, or any limitations on amounts placed thereon for the same service, work, license, permit or certificate; provided, however, that this section shall not supersede the provisions of sections 31 to 77, inclusive, of chapter 6A, chapter 80, chapter 83, chapter 138,

sections 121 to 131N, inclusive, of chapter 140 or section 10A of chapter 148. The provisions of this section shall not apply to any certificate, service or work required by chapters fifty to fifty-six, inclusive, or by chapter sixty-six. The fee or charge being collected immediately prior to acceptance of this section for any license, permit, certificate service or work will be utilized until a new fee or charge is fixed under this section.

The provisions of this section may be accepted in a city by a vote of the city council, with the approval of the mayor if so required by law, and in a town by vote of the town meeting, or by vote of the town council in towns with no town meeting.

CHAPTER 18 OF THE ACTS OF 2006

AN ACT RELATIVE TO THE CHARTER OF THE TOWN OF HARWICH.

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

Section 1. The following shall be the charter of the town of Harwich:

TOWN OF HARWICH CHARTER

PREAMBLE

We, the people of the town of Harwich, Massachusetts, in order to reaffirm the customary and traditional liberties of the people with respect to the conduct of local government and to take the fullest advantages inherent in the home rule amendments to the constitution of the commonwealth, do hereby adopt the following charter for this town.

CHAPTER 1. TOWN INCORPORATION, FORM OF GOVERNMENT, AND POWERS

Section 1. Incorporation

1-1-1 The present town of Harwich, within its territorial limits as now or as may hereafter be established by law, is hereby continued as a body corporate and politic with perpetual succession under the name: Town of Harwich.

Section 2. Form of Government

1-2-1 This charter provides for an open town meeting-board of selectmen-town administrator form of town government, and it shall be known by the title: Harwich Charter.

Section 3. Scope and Construction of Town Powers

1-3-1 The town shall possess, exercise, and enjoy all powers possible under the constitution and statutes of the commonwealth as completely and fully as though they were expressly enumerated in this act.

Section 4. Construction of Charter

1-4-1 The powers of the town under this charter shall be construed liberally in favor of the town, and the specific mention of particular powers in the charter shall not be construed as limiting in any measure the general powers of the town as stated in this chapter.

CHARTER

enumerating the vacancies to be filled and setting forth the location, time and date when the moderator will be available to interview persons willing and able to serve. The advertising of vacancies on the finance committee shall also be published in a newspaper of general circulation in the town and shall be made once a week for a minimum of 2 weeks after a vacancy arises.

Section 2. General Provisions

7-2-1 Town agencies established by or continued under this chapter shall possess and exercise all powers given to them under the constitution and Laws of the commonwealth and shall have and exercise such additional powers and duties as may be authorized by this charter, by-law, or vote of the town meeting.

7-2-2 All town agencies shall; a) organize annually at the first meeting after the beginning of the town's fiscal year (July 1 - June 30); b) elect a chair, a vice-chair and a clerk; c) adopt rules of procedure and voting; d) maintain minutes and records of attendance, copies of which shall be a public record and regularly filed with the town clerk; and e) nominate prospective employees of their choice, who shall be considered for appointment by the town administrator, as provided in clause 4-4-2. [Amended 5-1-2017 ATM by Art. 38¹⁴]

7-2-3 All town agencies shall meet with the board of selectmen at least once in each year.

7-2-4 All town agencies shall conduct their meetings under the open meeting provisions of the Open Meeting Law.

7-2-5 Members of town agencies established or continued under this chapter may receive such compensation for their services as may be authorized by the town meeting, unless prohibited by the General Laws of the commonwealth. During the term for which a member is appointed and for 1 year following expiration of that term, no member of any appointed town agencies shall be eligible to accept a paid position in that agency.

7-2-6 Any person duly appointed to a town agency shall take up the duties of that office immediately upon taking the oath of office.

7-2-7 The unexcused absence, without good cause, of a member from 4 or more consecutive meetings of a town agency shall serve to vacate the office. When a vacancy has been created, it shall be filled in accordance with general law and this charter. It is expected that committee members will attend at least 75 per cent of scheduled meetings.

7-2-8 Except as otherwise provided by the laws of the commonwealth of Massachusetts or elsewhere in this charter, a quorum of any town agency established or continued under this charter shall consist of a majority of the members required to be appointed to that town agency.

7-2-9 Actions of all appointed Boards, Committees and Commissions shall be governed by this charter and Massachusetts General Laws.

¹⁴ Editor's Note: This amendment was approved at the 5-15-2018 Town Election.

HARWICH CODE

Commissions under the Constitution and Laws of the Commonwealth, this Charter, town by-law, or vote of Town Meeting.

Section 10. Recreation and Youth Commission

7-10-1 A recreation and youth commission shall be appointed by the board of selectmen in such numbers as outlined in chapter 7, Article III, Boards and Committees, of the Town's by-laws for 3-year overlapping terms. [**Amended 5-1-2017 ATM by Art. 38²¹**]

7-10-2 The commission shall develop and carry out programs designed to meet the opportunities, challenges and problems of youth in the town of Harwich. It shall be responsible for the development of comprehensive, year-round, indoor and outdoor recreation programs and policies including management of beach and pond activities and properties. These policies and programs shall be designed to meet the recreational needs of children, youth, adults and the elderly.

7-10-3 The policies adopted by the commission shall be administered by the director of youth and recreation who shall be subject to the day-to-day supervision of the town administrator within the scope of the general policy and direction established by the commission.

Section 11. Cultural Council

7-11-1 A cultural council of not less than 5 members nor more than 22 members shall be appointed by the board of selectmen for 3-year overlapping terms in such numbers as outlined in chapter 7, Article III, Boards and Committees, of the Town's by-laws in accordance with the General Laws of the Commonwealth of Massachusetts. Members shall not be eligible to serve more than 2 consecutive terms. [**Amended 5-1-2017 ATM by Art. 38²²**]

Section 12. Zoning Board of Appeals

7-12-1 A zoning board of appeals of not less than 3 members nor more than 5 members and 5 associate members shall be appointed by the board of selectmen in such numbers as outlined in chapter 7, Article III, Boards and Committees, of the Town's by-laws for 3-year overlapping terms. [**Amended 5-1-2017 ATM by Art. 38²³**]

Section 13. Golf Committee

7-13-1 A golf committee shall be appointed by the board of selectmen in such numbers as outlined in chapter 7, Article III, Boards and Committees, of the Town's by-laws for 3-year overlapping terms. [**Amended 5-1-2017 ATM by Art. 38²⁴**]

²¹ Editor's Note: This amendment was approved at the 5-15-2018 Town Election.

²² Editor's Note: This amendment was approved at the 5-15-2018 Town Election.

²³ Editor's Note: This amendment was approved at the 5-15-2018 Town Election.

²⁴ Editor's Note: This amendment was approved at the 5-15-2018 Town Election.

Current Recreation Programming Fee Schedule

Winter Youth Programming

- Youth Pickle Ball Clinic 6 classes \$40
- Youth Simple Fitness Program 6 classes \$15
- K/1/2 Basketball Clinic Sess 1 6 classes \$50
- K/1/2 Basketball Clinic Sess 2 6 classes \$50
- Indoor Sunday Soccer Sess 1 5 classes \$40
- Indoor Sunday Soccer Sess 2 5 classes \$40
- Hoops With Noop Bball Clinic 8 classes \$25
- Rec Travel Basketball League Season \$50
- Indoor Field Hockey 6 classes \$40
- Family Movie Night Series FREE
- Saturday Family Open Gym FREE
- Saturday All Age Open Gym FREE

Spring Youth Programming

- Hoops With Noop Bball Clinic (Wednesdays) 8 classes \$25
- Hoops With Noop Bball Clinic (Fridays) 8 classes \$25
- Pre Farm League Tball Clinic 6 classes \$50
- Farm League In-house Tball Season \$50
- Rec Travel Softball League Season \$50
- Flag Football Program 6-8 classes \$40
- Annual Town Meeting Child Care FREE
- Saturday Family Open Gym FREE
- Saturday All Age Open Gym FREE
- Tues/Thur Extended Open Gym Program FREE

Summer Youth Programming

- Summer Playground Camp – Monday thru Friday 5 week session 1 (9am-4pm)- \$860
- Summer Playground Camp – Monday thru Friday 5 week session 2 (9am-4pm) -\$860
- Summer Swim Lessons- 2 week session- 10 classes - \$60
- Summer Tennis Lessons- 2 week session- 6 classes- \$50
- Shooting Stars Basketball Camp – season - \$50
- Lifeguard Training Class - \$150
- Babysitter Training Course - \$150
- Saturday Open Gym - FREE



Right of Entry

City / Town: Harwich Project: Main Street (Route 28) Project #: 611985
Owner: Inhabitants of The Town of Harwich
Address: 732 Main Street, Harwich, MA 02645
From Station: 24.4 To Station: 26.6
Parcel No(s): 5-TCA-1

Permission is hereby given to the Massachusetts Department of Transportation-Highway Division, or its duly authorized agents, to enter upon my property in the city or town of Harwich in connection with the construction of a state highway as shown on plans in the office of said Department at 10 Park Plaza, Boston, Massachusetts for the purpose of making changes and carrying out the work on my property as outlined below:

Driveway reconstruction, sediment, control barrier, sloping and grading

This entry is to be made without prejudice to my rights in settlement of any claims for damage that may hereafter appear.

Granted by:

Recommended by:

Signature of owner

Deputy Director, Right of Way Bureau

Date: _____

Date: _____

Key: 10564

Town of HARWICH - Fiscal Year 2023

12/21/2022 7:21 pm SEQ #: 8,925

CURRENT OWNER		PARCEL ID	LOCATION			
HARWICH TOWN OF - PARKS WYCHMERE HARBOR OVERLOOK 732 MAIN ST HARWICH, MA 02645		15-P5-B-0	647 ROUTE 28			
TRANSFER HISTORY		DOS	T	SALE PRICE	BK-PG (Cert)	
HARWICH TOWN OF - PARKS		01/12/1962	E		1 (28038,22873)	

CLASS	CLASS%	DESCRIPTION			BN ID	BN	CARD
9300	100	VAC.SELECT/CITY CNCL					1 of 1
PMT NO	PMT DT	TY	DESC	AMOUNT	INSP	BY	1st %

CD	T	AC/SF/UN	Ngh	Infl1	Infl2	ADJ BASE	SAF	Topo	Lpi	VC	CREDIT AMT	ADJ VALUE				
100	S	43,560	16	1.00	VB	1.00	100	1.00	2,657,160	1.00	90	0.90	8	12.10		2,657,160
300	A	0.120	16	1.00	1	1.00	100	1.00	229,900	1.00	100	1.00	8	12.10		27,590

TOTAL	1.120 Acres	ZONING	FRNT	0	ASSESSED	CURRENT	PREVIOUS
Ngh	NGH 16	NOTE TOPO=TRAFFIC	LAND	2,684,800	2,334,800		
Infl1	VACANT		BUILDING	0	0		
Infl2	FACTOR 100		DETACHED	0	0		
			OTHER	0	0		
			TOTAL	2,684,800	2,334,800		

TY	QUAL	COND	DIM/NOTE	YB	UNITS	ADJ PRICE	RCNLD

PHOTO

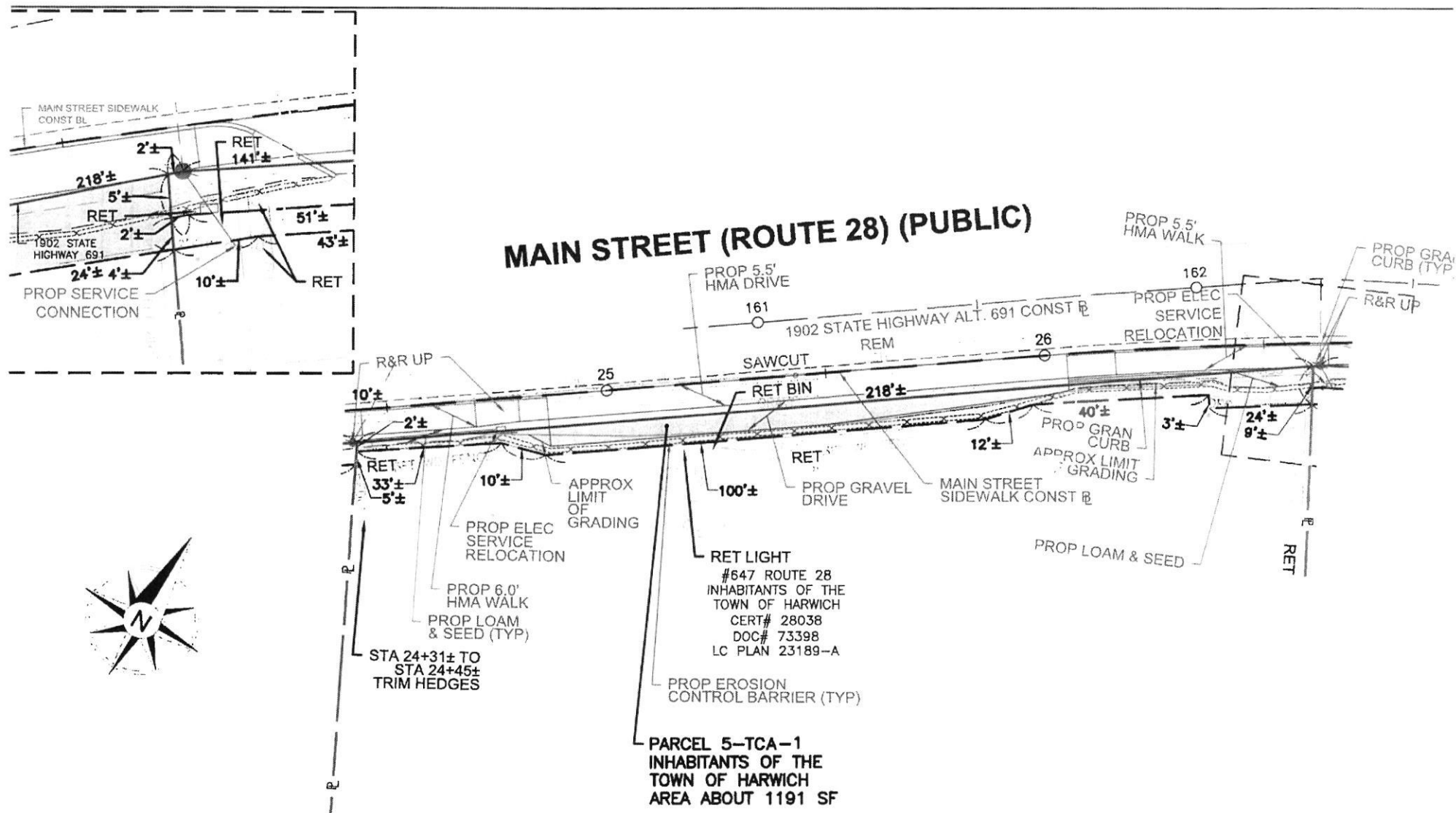
BUILDING	CD	ADJ	DESC	MEASURE
MODEL				LIST
STYLE				REVIEW
QUALITY				
FRAME				

BLDG COMMENTS

YEAR BLT		SIZE ADJ	
NET AREA		DETAIL ADJ	
\$NLA(RCN)		OVERALL	
CAPACITY	UNITS	ADJ	

ELEMENT	CD	DESCRIPTION	ADJ	S	BAT	T	DESCRIPTION	UNITS	YB	ADJ PRICE	RCN

TOTAL RCN	
CONDITION ELEM	CD
EFF.YR/AGE	
COND	
FUNC	
ECON	
DEPR	% GD
RCNLD	



PROPOSED - NOT TO SCALE
 PROJECT #611985
 HARWICH - INHABITANTS OF THE TOWN OF HARWICH
 PARCEL SKETCH - 11/1/2023

Proposed Highway Layout Line: ———
 Existing Highway Layout Line: - - -
 Property Line: - - - - -



NEW BUSINESS



TOWN OF HARWICH

DEPARTMENT OF PUBLIC WORKS


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

Telephone (508) 430-7555

Fax (508) 430-7598

MEMORANDUM

TO: Select Board

FROM: Lincoln S. Hooper, Director 

DATE: December 4, 2023

RE: MassDOT Requests for an Easement and Right of Entry for the Route 28 Sidewalk Project

At a meeting with the Select Board on August 7, 2023, I recommended that the Board sign the De Minimus Impact Determination form for the Saquatucket Harbor property. That environmental form was due to the need of a permanent aerial easement that would allow for a utility pole to be moved for the Route 28 sidewalk project. There was a fair amount of confusion over the issue as most viewed the request as the actual easement. Attached for your review and signatures is the actual permanent easement entitled Land Damage Agreement along with a parcel sketch depicting the easement area. This easement is needed due to MassDOT's policy of having a 5' offset for the relocation of overhead wires and a 3' offset for the new guy wire anchor associated with the relocated utility pole. I have included my memo to the Board dated August 1, 2023 and the signed De Minimus Impact Determination form as supporting documentation for this request.

The attached Right of Entry request will allow MassDOT to reconstruct the driveway transition and allow for grading and sloping on the Wychmere Harbor Overlook property. The Right of Entry form is not recorded at the Registry of Deeds and simply allows MassDOT contractors to work on the property for the specified reasons.

I recommend that the Board sign the attached forms.

I would like to take this opportunity to provide a quick project update for the Route 28 sidewalk project that will go from Bank Street to Saquatucket Harbor. The preliminary ROW plans for the project have been accepted, and the consultant and surveyor are moving on to the next step of developing final easement plans. The project remains on track to be advertised August 2024, with construction starting fall / winter 2024.

Cc: Joe Powers, Town Administrator
John Rendon, Harbormaster



Land Damage Agreement

City / Town: Harwich Project: Main Street (Route 28) Project #: 611985
Owner: Town of Harwich
Address: P.O. Box 1543, 273 Queen Ann Road, Harwich, MA 02646
County: Barnstable Layout/Order: 8935
Parcel No(s): 5-PUE-27 FAP# (ROW): NFA

This agreement is entered into for full settlement of any and all claims for damage incurred or to be incurred by the Massachusetts Department of Transportation-Highway Division as a result of a taking by eminent domain, construction, and/or alteration relating to the subject property by the Massachusetts Department of Transportation-Highway Division. The land and/or rights in land taken and limitations of access, if any, are described in an order of taking (together with any related plans) adopted by the Massachusetts Department of Transportation-Highway Division, and on file at the office of said Department and to be recorded at the Registry of Deeds in the above referenced county.

The owner agrees to accept the sum of \$ Zero in full settlement of any and all claims whatsoever to the taken or remaining property of the owner, whether caused by the taking of land and/or rights in land, limitations of access, changes in grade or drainage and/or alteration relating to the subject property; and hereby releases the Massachusetts Department of Transportation-Highway Division, from any and all claims, due to said taking, construction and/or alteration relating to the subject property.

Additions to this agreement are as follows:

None.

It is understood and agreed that this agreement shall become binding only when signed by the owner(s) and formally approved by the Massachusetts Department of Transportation-Highway Division Administrator. It is also understood and agreed that the owners are entitled to damages for the rights being acquired, but have agreed to accept no award of damages. The owner(s) agree(s) to indemnify and hold harmless the Massachusetts Department of Transportation-Highway Division with respect to any claims brought by any person or entity that may have an interest in the property, including but not limited to, any mortgagee, tenant(s)/subtenant(s) as a result of the taking(s) covered by this Agreement.

Signature of owner:

Approved by:

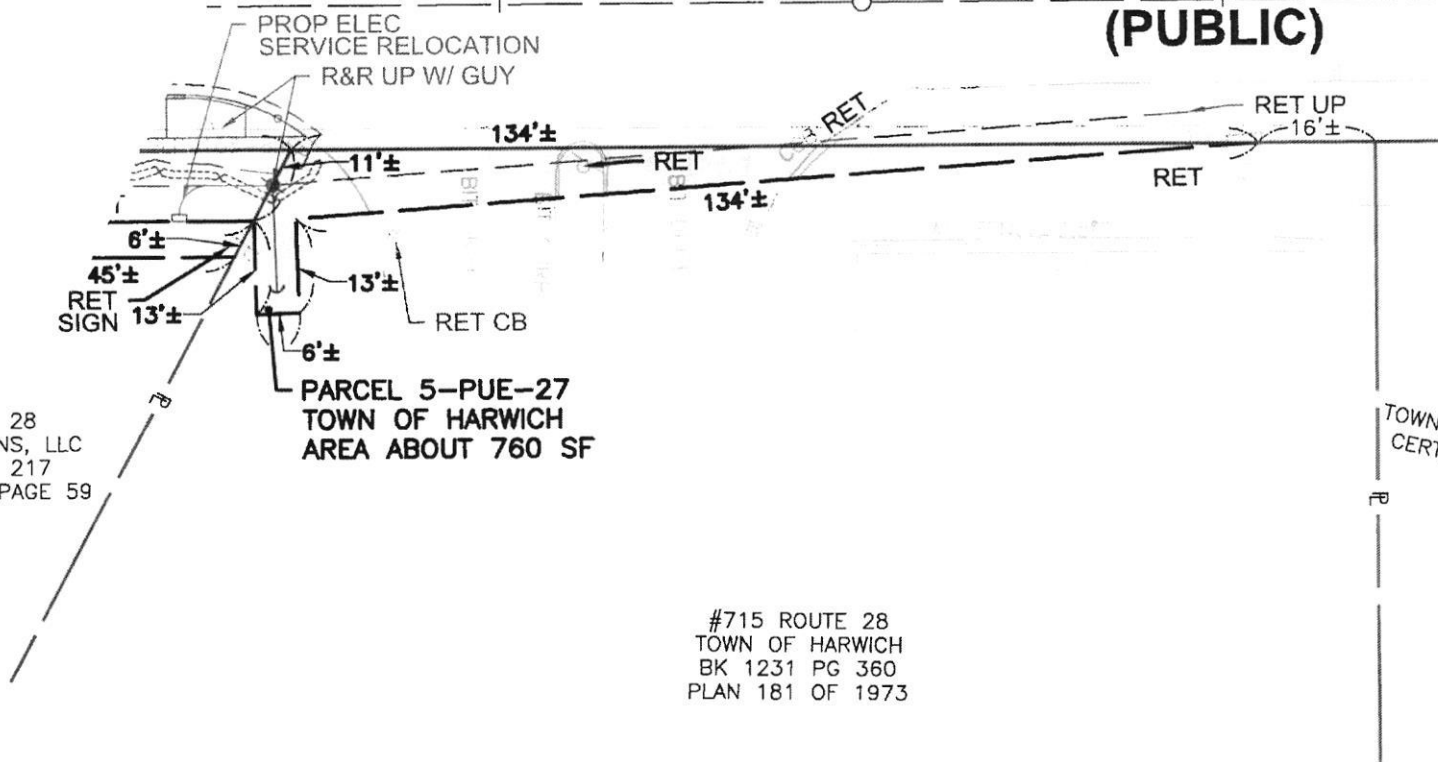
Owner

Deputy Director, Right of Way Bureau

Date: _____

Date: _____

180 **MAIN STREET (ROUTE 28)**
(PUBLIC)






#705 ROUTE 28
LOOMIS T SIMMONS, LLC
BK 26951 PG 217
PLAN BOOK 155 PAGE 59

#715 ROUTE 28
TOWN OF HARWICH
BK 1231 PG 360
PLAN 181 OF 1973

#731 ROUTE 28
N/F
TOWN OF HARWICH - SELECTMEN
CERT# 206965 DOC# 1274822
LC PLAN 39245-A











PROPOSED - NOT TO SCALE
PROJECT #611985
HARWICH - TOWN OF HARWICH
PARCEL SKETCH - 11/1/2023

Proposed Highway Layout Line: 
Existing Highway Layout Line: 
Property Line: 





RIGHT OF WAY SKETCH COLORS

Color	Type of Parcel
	Fee (State)
	Fee (City/Town)
	Drainage/Water Main
	Permanent Easement (E, GR, W, etc)
	Permanent Easement (City/Town)
	Temporary Easement
	Temporary Wetland Replication
	Uneconomic Remnant
	Existing Layout Line / Property Line
	Proposed Layout Line

MassDOT RIGHT OF WAY - DISPOSITION GUIDELINES

- RET - Retain**
- REM - Remove**
- R&S - Remove and Stack**
- R&D - Remove and Dispose**
- R&R - Remove and Reset**
- R&R(BO) - Remove and Reset by Others**



TOWN OF HARWICH

DEPARTMENT OF PUBLIC WORKS


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

Telephone (508) 430-7555

Fax (508) 430-7598

MEMORANDUM

TO: Select Board

FROM: Lincoln S. Hooper, Director 

DATE: August 1, 2023

RE: MassDOT de minimis Impact Determination

The attached de minimis Impact Determination is an environmental form that MassDOT is requesting be signed by the Town due to Saquatucket Harbor being waterfront property. By signing the form the Town is agreeing that the permanent aerial easement required in order to move a utility pole for the sidewalk construction “will not adversely affect the activities, features, and attributes” of the property. MassDOT Right of Way Division will be seeking the actual easement in the future for this sidewalk project.

Attached please find sheet 17 of the Preliminary Right of Way Property Plans and a zoomed in picture of the actual easement. The easement itself is drawn in green with red notes identifying the utility pole anchor wire and the overhead wire location. MassDOT requires a 5’ offset from utilities, which is why the easement is larger than the wire itself.

I recommend that the Board sign the attached form and return it to MassDOT.

Cc: Joe Powers, Town Administrator
John Rendon, Harbormaster

Section 4(f) *de minimis* Impact Determination [per 23 CFR 771]

NOTE: *De minimis* impacts are defined as those that, after considering any measures to minimize harm, do not adversely affect the activities, features, or attributes that qualify a significant public park, recreation area, or wildlife and/or waterfowl refuge for protection under Section 4(f) of the DOT of 1966, as amended.

This form is prepared to document the analysis of planned impacts to a Section 4(f) facility and seek concurrence from the official with jurisdiction that the below-referenced MassDOT federal-aid transportation project's minor impacts would not adversely affect the operation/function of the subject resource.

Project Information Table


Project Proponent:	Town of Harwich
Project Name:	Sidewalk Installation on Route 28 from Bank Street to Saquatucket Harbor (611985)
Municipality:	Town of Harwich
Project Description:	The Massachusetts Department of Transportation Highway Division and the Town of Harwich propose to expend federal funds to construct a sidewalk on the eastbound segment of Route 28 from Bank Street to Saquatucket Harbor.
Section 4(f) Resource:	Saquatucket Municipal Marina
Type of Section 4(f) Resource:	Recreation Area
Official with Jurisdiction:	Town of Harwich
Impacts to Section 4(f) Resource:	This project will require one permanent easement totaling 760 square feet. The permanent easement (5-PUE-27) is required for the relocation of overhead wires, guy wire installation, the placing of a small sediment control barrier during construction, and for sloping and grading.
Measures to Minimize Harm to Section 4(f) Resource:	Per FHWA's Section 4(f) policy paper, a <i>de minimis</i> impact determination considers all avoidance, minimization, mitigation, or enhancement measures. The easement is located as far away from the marina as possible. Proposed work on the marina will not adversely affect the activities, features, or attributes that make the property eligible for Section 4(f).
Public Outreach and public comments:	Public input was sought for the <i>de minimis</i> impact determination through a legal ad notice advertised in the Cape Cod Times on June 14, 2023. A 25% formal design public hearing was held on January 17, 2023. No significant concerns or issues have been raised by public comment to date.

Summary and Determination

Based on the minor scope of the above-referenced impacts, including measures to minimize harm, MassDOT Highway Division has determined that the project will not adversely affect the activities, features or attributes that qualify the resource for protection under Section 4(f).

MassDOT Intent to make a *De Minimis* Determination

This notification hereby serves to inform the official with jurisdiction of MassDOT's intent to make a *de minimis* impact determination for the described proposed "use" of the subject Section 4(f) resource.



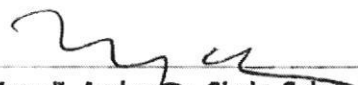
Jeffrey Shrimpton, Program Engineer for Design
MassDOT Highway Division

6/21/2023

Date

Section 4 (f) *De Minimis* Finding Concurrence

After consideration of any comments received from the public, as the official with jurisdiction over said resource, I hereby concur with the determination that "use" will not adversely affect the activities, features, and attributes that qualify the property for protection under Section 4(f).



Mary E. Anderson, Chair, Select Board
Town of Harwich

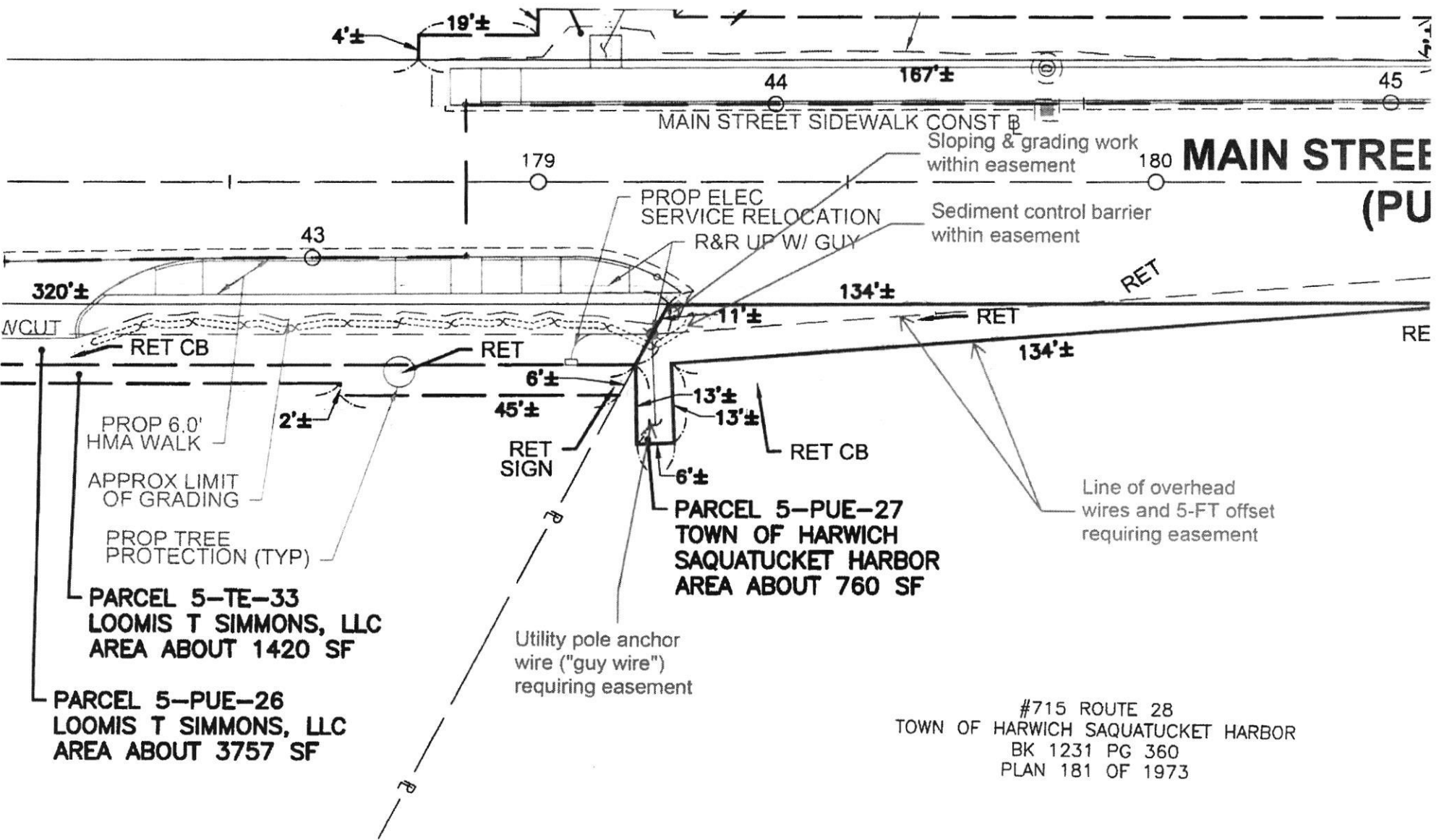
8/7/2023

Date

MassDOT Request for Federal Highway Administration (FHWA) Approval
MassDOT Highway Division requests final approval from FHWA that the proposed "use" of the above described Section 4(f) resource meets the criteria of a *de minimis* impact, as specified under 23 CFR 774.17.

Division Administrator (or designee)
Federal Highway Administration
Massachusetts Division

Date



**MAIN STREET
(PU)**

MAIN STREET SIDEWALK CONST B

Sloping & grading work within easement

Sediment control barrier within easement

PROP ELEC SERVICE RELOCATION R&R UP W/ GUY

Line of overhead wires and 5-FT offset requiring easement

**PARCEL 5-PUE-27
TOWN OF HARWICH
SAQUATUCKET HARBOR
AREA ABOUT 760 SF**

PROP 6.0' HMA WALK

APPROX LIMIT OF GRADING

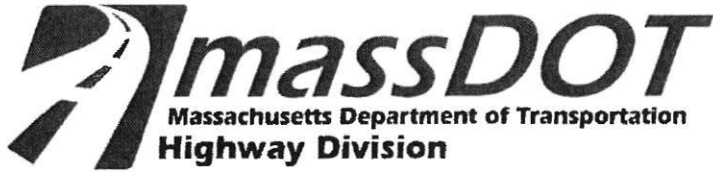
PROP TREE PROTECTION (TYP)

**PARCEL 5-TE-33
LOOMIS T SIMMONS, LLC
AREA ABOUT 1420 SF**

**PARCEL 5-PUE-26
LOOMIS T SIMMONS, LLC
AREA ABOUT 3757 SF**

Utility pole anchor wire ("guy wire") requiring easement

#715 ROUTE 28
TOWN OF HARWICH SAQUATUCKET HARBOR
BK 1231 PG 360
PLAN 181 OF 1973



Right of Entry

City / Town: Harwich Project: Main Street (Route 28) Project #: 611985
 Owner: Inhabitants of The Town of Harwich
 Address: 732 Main Street, Harwich, MA 02645
 From Station: 24.4 To Station: 26.6
 Parcel No(s): 5-TCA-1

Permission is hereby given to the Massachusetts Department of Transportation-Highway Division, or its duly authorized agents, to enter upon my property in the city or town of Harwich in connection with the construction of a state highway as shown on plans in the office of said Department at 10 Park Plaza, Boston, Massachusetts for the purpose of making changes and carrying out the work on my property as outlined below:

Driveway reconstruction, sediment, control barrier, sloping and grading

This entry is to be made without prejudice to my rights in settlement of any claims for damage that may hereafter appear.

Granted by:

 Signature of owner

Recommended by:

 Deputy Director, Right of Way Bureau

Date: _____

Date: _____

Key: 10564

Town of HARWICH - Fiscal Year 2023

12/21/2022 7:21 pm SEQ #: 8,925

CURRENT OWNER		PARCEL ID	LOCATION	
HARWICH TOWN OF - PARKS WYCHMERE HARBOR OVERLOOK 732 MAIN ST HARWICH, MA 02645		15-P5-B-0	647 ROUTE 28	
TRANSFER HISTORY		DOS	T	BK-PG (Cert)
HARWICH TOWN OF - PARKS		01/12/1962	E	1 (28038,22873)

CLASS	CLASS%	DESCRIPTION			BN ID	BN	CARD
9300	100	VAC.SELECT/CITY CNCL					1 of 1
PMT NO	PMT DT	TY	DESC	AMOUNT	INSP	BY	1st %

CD	T	AC/SF/UN	NgH	Inf1	Inf2	ADJ BASE	SAF	Topo	Lpi	VC	CREDIT AMT	ADJ VALUE			
100	S	43,560	16	1.00	VB	1.00	100	1.00	2,657,160	1.00	90	0.90	8	12.10	2,657,160
300	A	0.120	16	1.00	1	1.00	100	1.00	229,900	1.00	100	1.00	8	12.10	27,590

TOTAL	1.120 Acres	ZONING	FRNT	0	ASSESSED	CURRENT	PREVIOUS
NgH	NGH 16	NOTE TOPO=TRAFFIC			LAND	2,684,800	2,334,800
Inf1	VACANT		BUILDING	0	0		
Inf2	FACTOR 100		DETACHED	0	0		
			OTHER	0	0		
					TOTAL	2,684,800	2,334,800

TY	QUAL	COND	DIM/NOTE	YB	UNITS	ADJ PRICE	RCNLD	PHOTO

BUILDING	CD	ADJ	DESC	MEASURE
MODEL				
STYLE				
QUALITY				
FRAME				
				REVIEW

BLDG COMMENTS

YEAR BLT	SIZE ADJ	ELEMENT	CD	DESCRIPTION	ADJ	S	BAT	T	DESCRIPTION	UNITS	YB	ADJ PRICE	RCN
NET AREA	DETAIL ADJ												
\$NLA(RCN)	OVERALL												
CAPACITY		UNITS	ADJ										

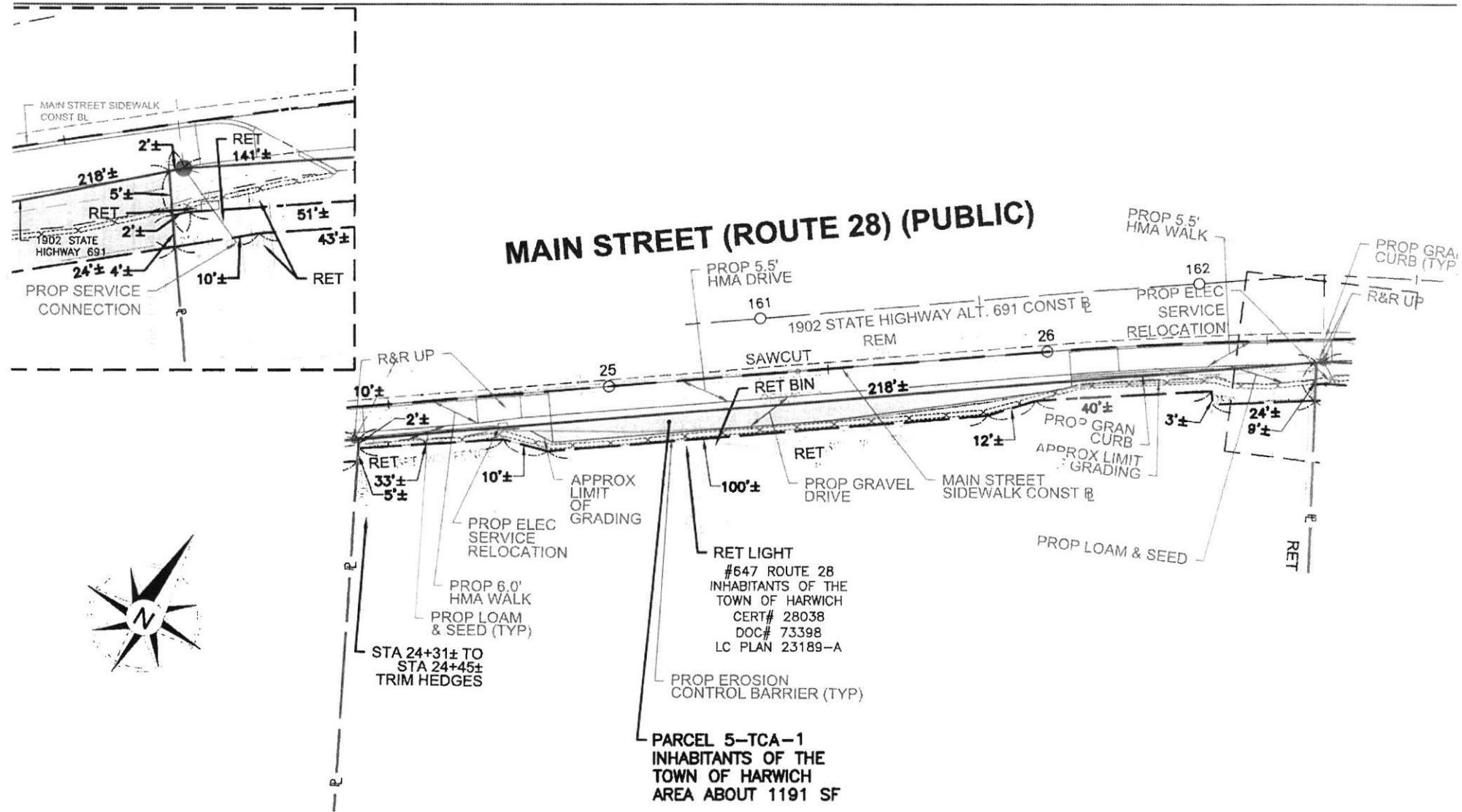
TOTAL RCN	
CONDITION ELEM	CD
EFF.YR/AGE	
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FUNC	
ECON	
DEPR	% GD
RCNLD	

LAND

DETACHED

BUILDING

LAND



PROPOSED - NOT TO SCALE
 PROJECT #611985
 HARWICH - INHABITANTS OF THE TOWN OF HARWICH
 PARCEL SKETCH - 11/1/2023

Proposed Highway Layout Line: _____
 Existing Highway Layout Line: _____
 Property Line: _____



OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Joseph F. Powers, *Town Administrator*


Meggan M. Eldredge, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA 02645



Memo

To: Select Board

From: Joseph F. Powers, Town Administrator 

CC: Meggan Eldredge, Assistant Town Administrator

RE: Human Resource Generalist

Date: December 8, 2023

Attached please find a draft job description for a Human Resource Generalist position. This position is proposed to work under the daily supervision of the Assistant Town Administrator. This role will conduct some of the duties that the Assistant Town Administrator currently performs, allowing for a new, dedicated staff member to support our employees with human resources needs. At this time, all of the essential functions listed in the draft job description are being conducted primarily by the Assistant Town Administrator, in addition to all other tasks required.

As a confidential employee, the HR Generalist position will be in the Personnel Bylaw. I have suggested placing the role on the compensation table at the grade of the existing job title of Personnel Director. Having a separate staff member dedicated to employee retention, counseling, recruitment, onboarding, benefit coordination, training and labor law compliance is long overdue. I believe adding this role to the Town will improve the overall employee experience leading to longevity of staff.

Harwich, Massachusetts
Human Resources Generalist Job Description

Position Title: Human Resources Generalist
Classification: Personnel Bylaw M-4
FY23 Range: \$80,766-100,543 annually (FY24)

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. 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.
2. Provides guidance to departments to ensure a uniform town wide hiring, interviewing and onboarding process; participates in the interview process.
3. 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.
4. Plans and conducts new employee orientations and onboarding to foster positive attitude toward organization goals.
5. 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.
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. Assists Town's bargaining team in preparing proposals and monetary data for negotiations with the Town's various bargaining units.
9. Ensures compliance with State and Federal labor laws by confirming all required reporting, forms and posters are up to date and maintained accurately.

Harwich, Massachusetts
Human Resources Generalist Job Description

10. Attends department head meetings; advises department heads on a variety of personnel matters including Benefits, FMLA, Discrimination, Workplace Violence, and Employee Education and Training.
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. Oversees administration of various employee benefit programs, including health, life, voluntary dental, retirement, disability and employee assistance programs. Responsible for communication of benefit plan features to employees and retirees, and for resolving related problems.
14. Enters all new employee/change employee data into the MUNIS system and sets up proper payroll deductions. Enrolls new employees into groups health, dental and life insurance programs via vendor websites.
15. Acts as liaison for the Cape Cod Municipal Health Group Wellness Committee. Organizes wellness sessions/events in support of employee wellbeing.
16. 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.
17. 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.
18. 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.
19. 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.

**Harwich, Massachusetts
Human Resources Generalist Job Description**

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.

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 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.

**Harwich, Massachusetts
Human Resources Generalist Job Description**

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.

DRAFT



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

APPLICATION FOR AUTO LICENSE RENEWAL

Check all applicable:

- CLASS I - AGENTS OR SELLERS
 CLASS II - USED CAR DEALERS
 CLASS III - JUNK CAR DEALERS
 CLASS IV - AUTO REPAIRMAN

FEE: \$100 each

BUSINESS NAME Sam's Auto Repairs & Sales Inc

D/B/A Sam's Automotive Center PHONE [REDACTED]

BUSINESS ADDRESS 413 Rt 28 Harwichport MA 02646

MAILING ADDRESS Same

NAME OF OWNER ~~WISSAM~~ WISSAM TAREK

EMAIL ADDRESS [REDACTED]

IF CORPORATION OR PARTNERSHIP, LIST OFFICER INFORMATION BELOW.

Name	Title	Address

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

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

[Signature] Date 11/13/23

Federal I.D. # [REDACTED]

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



ENTERTAINMENT LICENSE RENEWAL - **WEEKDAY**

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

All highlighted areas are REQUIRED to be completed

Section I - Check all appropriate

Weekday Entertainment (\$75)

One day Entertainment (\$25)

Section II - Check all appropriate

Annual

Seasonal

Opening Date _____

Section III - Applicant Information

Business Name Cape Roots Market & Cafe Phone [REDACTED]

Doing Business As Cape Roots Market, LLC

Business Address 557 Rt 28 / Harwich Ports, MA / 02646

Mailing Address SLME

Owners Name & Address Gabe Leidner / [REDACTED]

Email Address [REDACTED]

Manager Name & Address _____

Days/Hours of Business Operation 7:00 - 6:00

Section IV - Entertainment Type (Check all appropriate boxes)

Group 1 Jukebox, Radio, Television

Group 2 Dancing by Patrons

Group 3 Dancing by Live Performers, Live/Recorded Music, Amplification System

*If having live or recorded music, please state below exactly what kind (DJ, Band, etc.)

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

Section V - Additional information

- The time you are requesting to have entertainment (I.E. 4 P.M. to 10 P.M.)

4 PM to 8 PM

- Location of entertainment (Inside and/or outside)

inside

- Specific days if not applying for Monday through Saturday



ENTERTAINMENT LICENSE RENEWAL - WEEKDAY

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

All highlighted areas are REQUIRED to be completed

Section I - Check all appropriate

- Weekday Entertainment (\$75)
- One day Entertainment (\$25)

Section II - Check all appropriate

- Annual
- Seasonal
- Opening Date _____

Section III - Applicant Information

Business Name Hot Stone Saloon INC Phone [REDACTED]

Doing Business As Hot Stone Saloon

Business Address 551 Rt 28 / Harwich Port, MA / 02646

Mailing Address _____

Owners Name & Address Gabe Lidner

Email Address [REDACTED]

Manager Name & Address _____

Days/Hours of Business Operation 11:30 AM → 1:00 AM

Section IV - Entertainment Type (Check all appropriate boxes)

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

Section V - Additional information

- The time you are requesting to have entertainment (I.E. 4 P.M. to 10 P.M.)
9 PM → 12:00 AM
- Location of entertainment (Inside and/or outside) Inside
- Specific days if not applying for Monday through Saturday

- Please use the area below to outline any additional information for the Local Licensing Authority

Section VI

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

____ Yes No

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

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

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

Michael, owner

Signature of applicant & title

████████████████████

Federal I.D. #

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



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

APPLICATION FOR COMMON VICTUALLERS LICENSE RENEWAL

Fee: \$50

Annual
Seasonal Opening date _____

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

Business Name Cape Roots Market, LLC Phone _____

Doing Business As (d/b/a) Cape Roots Market and Cafe

Business Address 557 Rt 28 / Harwich Port, MA / 02646

Mailing Address SAME

Email Address [REDACTED]

Name of Owner Gabe Leidner

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

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

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

[Signature]
Signature of Applicant, Owner or Manager

11/25/23
Date

Federal I.D. # _____

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



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

APPLICATION FOR COMMON VICTUALLERS LICENSE RENEWAL

Fee: \$50

Annual

Seasonal

Opening date _____

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

Business Name Hot Stove Saloon Phone [REDACTED]

Doing Business As (d/b/a) Hot Stove, INC

Business Address 551 Rt 28 / Harwich Port, MA / 02646

Mailing Address _____

Email Address [REDACTED]

Name of Owner Gabe Leidner

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

Gabe Leidner, Pres.

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

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

[Signature]
Signature of Applicant, Owner or Manager

11/15/23
Date

Federal I.D. # _____

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



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

APPLICATION FOR COMMON VICTUALLERS LICENSE RENEWAL

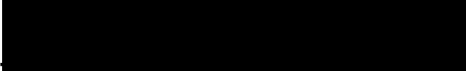
Fee: \$50

Annual

Seasonal

Opening date _____

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

Business Name Subfleet Inc. Phone 

Doing Business As (d/b/a) Subway

Business Address 1 Austin Rd Harwich, MA 02645

Mailing Address 

Email Address 

Name of Owner Thomas Roberts

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

Thomas Roberts


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

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



Signature of Applicant, Owner or Manager

11/29/23

Date

Federal I.D. # 

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



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

APPLICATION FOR COMMON VICTUALLERS LICENSE RENEWAL

Fee: \$50

Annual
Seasonal Opening date _____

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

Business Name Morin-Froughton Inc. Phone [REDACTED]

Doing Business As (d/b/a) Lighthouse Cafe

Business Address 216 Rte. 28

Mailing Address West Harwich Ma. 02671

Email Address [REDACTED]

Name of Owner John Froughton/ Karen Morin

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

John Froughton - president [REDACTED]
02632

Karen Morin- treasurer [REDACTED]

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

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

Karen Morin
Signature of Applicant, Owner or Manager

November 20 2023
Date

Federal I.D. #

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

OLD BUSINESS



Town of Harwich

TOWN CLERK'S OFFICE

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

December 11, 2023

NOTICE OF SPECIAL TOWN ELECTION

Pursuant to MGL c. 41, § 10, and in response to the request in writing of 242 registered Harwich voters, the Town of Harwich Select Board has voted to call a Special Town Election to fill the existing Select Board vacancy, term to expire May 21, 2024, to be held on:

_____, 2024.

Approved and signed this 11th day of December 2023

Julie E. Kavanagh, Chair

Michael D. MacAskill, Vice Chair

Jeffrey F. Handler, Clerk

Donald F. Howell, Member

HARWICH SELECT BOARD

MOTORISTS GIVE 4 FEET TO PASS

IT'S THE NEW LAW

MOTORISTS
GIVE 4 FT
TO PASS



New Vulnerable Road Users Laws went into effect on April 1st, 2023 in Massachusetts. These laws were passed as part of "An Act to Reduce Traffic Fatalities" in an effort to increase roadway safety across the Commonwealth.

Who are Vulnerable Road Users:

- People walking and biking
- Roadside workers
- People using wheelchairs or personal mobility devices
- People using scooters, skateboards, roller skates
- People on horses or in a horse-drawn carriage
- People operating farm equipment on the roadway

The law requires motorists to pass a vulnerable road user at a "safe passing distance" of at least 4 feet. When passing a vulnerable road user or other vehicles, the motorist shall use all or part of an adjacent lane, crossing the centerline if necessary, "when it is safe to do so and adhering to the roadway speed limit".

To meet the largest group of vulnerable road users operating on the roadway, signs defining the required 4-foot safe passing distance will be posted along roadways that do not have designated bike lanes or separated bike paths.



Allow At Least 4 Feet

massDOT
Massachusetts Department of Transportation

Part I

ADMINISTRATION OF THE GOVERNMENT

Title IX

TAXATION

Chapter 60

COLLECTION OF LOCAL TAXES

Section 3A

FORM OF BILL OR NOTICE; ELECTRONIC FORMAT; NOTICES FOR RATES OF UTILITY FEES; NONPOLITICAL MUNICIPAL INFORMATIONAL MATERIAL

Section 3A. (a) Each bill or notice shall be in a form approved by the commissioner and shall summarize the deadlines under section 59 of chapter 59 for applying for abatements and exemptions. Each bill or notice shall also have printed on it the last date for the assessed owner to apply for abatement and for exemptions under clauses other than those specifically listed in said section 59 of said chapter 59. Except in the case of a bill or notice for reassessed taxes under section 77 of said chapter 59, each bill shall also have printed on it the last date on which payment can be made without interest being due. If a bill or notice contains an erroneous payment or abatement application date that is later than the date established under said chapter 59, the date printed on the bill or notice shall be the deadline for payment or for applying for abatement or exemption, but if the error in the date is the wrong year, the due date shall be the day and month as printed on the bill but for the current year. The commissioner may require, with respect to a city or town, that the tax bill or notice include such information as the commissioner may determine to

be necessary to notify taxpayers of changes in the assessed valuation of the property. Each bill or notice for real or personal property tax shall have printed thereon in a conspicuous place the tax rate for each class within the town, as determined by the assessors. In addition, each bill or notice for a tax upon real property shall identify each parcel separately assessed by street and number or, if no street number has been assigned, by lot number, name of property or otherwise, shall describe the land, buildings and other things erected on or affixed to the property and shall state for each such parcel the assessed full and fair cash valuation, the classification, the residential or commercial exemption, if applicable, the total taxable valuation and the tax due and payable on such property. If the assessors have granted the owner an exemption under any clause specifically listed in said section 59 of said chapter 59, the bill or notice of such owner may also show the exemption and the tax, as exempted, that is due and payable on such property.

(b) The collector may issue the bill or notice required by section 3 in electronic form, provided that the electronic bill or notice meets the standards set forth in subsection (a). An electronic bill or notice issued shall be under voluntary programs established by the collector, with the approval of the board of selectmen or mayor, as the case may be. No political subdivision shall require a taxpayer to take part in an electronic billing system or program.

(c) The collector may include in the envelope or electronic message in which a property tax bill is sent those bills or notices for rates, fees and charges assessed by the city or town for water or sewer use, solid waste disposal or collection or electric, gas or other utility services as may be authorized by ordinance or by-law; provided, however, that the bills or notices shall be separate and distinct from the property tax bills. The

ordinance or by-law may authorize the collector, upon vote of any municipal water and sewer commission established by the city or town under chapter 40N or by special act, to include bills or notices for rates, fees or charges assessed by the commission for water or sewer use.

(d) The collector may, with the approval of the board of selectmen or mayor, as the case may be, include in the envelope or electronic message in which a property tax bill is sent nonpolitical municipal informational material; provided, however, that if such nonpolitical municipal informational material is mailed, it shall not be included if the material causes an increase in the postage required to mail the tax bill.

(e) The collector may issue an electronic bill or notice for any other tax, excise, betterment or assessment committed by the assessors under a voluntary electronic billing program established for such tax, excise, betterment or assessment in the manner set forth in subsection (b). The electronic bill or notice issued under the program shall meet the standards required by law for such tax, excise, betterment or assessment bills or notices.

TOWN
ADMINISTRATOR'S
REPORT



Town of Harwich COUNCIL ON AGING

Harwich Community Center • 100 Oak Street • Harwich, MA 02645
Tel: 508-430-7550 Fax: 508-430-7530

m e m o

TO: Joseph Powers, Town Administrator

CC: Meggan Eldredge, Assistant Town Administrator
Kathleen Barrette, Finance Director

FROM: Julie Witas, COA Director

DATE: December 7, 2023

RE: **Request to Accept FY24 MCOA Field Demonstration Project Grant Funds**

The Massachusetts Association of Council on Aging and Senior Center Directors, Inc (“MCOA”) has awarded a Field Demonstration Project Grant of \$5,910 to the Harwich Council on Aging for the purpose of supporting and enhancing the COA’s technology and marketing resources, in service of the ultimate purpose of modernizing our center.

Specifically, the grant will provide funding for (1) the procurement of new devices that are not furnished by our IT Department (e.g., tablets and a quality projector) and (2) professional logo and website design services. This will enable us to develop the COA’s first-ever logo (to be displayed in addition to the Town Seal), along with an updated, consistent branding schema to use throughout print and digital marketing media. The domain www.harwichcoa.com will be obtained for long-term use, and the new website developed there will be more user-friendly for older adults and easier to navigate.

The funds, once received, are to be deposited in the COA’s (Non-EOEA) Grants account as grant revenue (org-object: 12115414-469900). This is a “cost reimbursement contract” (i.e., the Town must incur costs and submit invoices with back up for reimbursement to MCOA during the project period, which ends June 30, 2024).

Recommendation: I recommend that the Town Administrator sign the attached contract with MCOA to accept the FY 2024 Field Demonstration Project Grant (Project Area: Senior Center Modernization) for the Town of Harwich in the amount of \$5,910.

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Joseph F. Powers, Town Administrator


Meggan M. Eldredge, Assistant Town Administrator

732 MAIN STREET, HARWICH, MA 02645



Memo

To: Select Board
Joseph F. Powers, Town Administrator

From: Meggan Eldredge, Assistant Town Administrator 

RE: Notice of Award – Grant funding from Clean Water Trust

Date: December 8, 2023

Attached please find the grant award letter from the Massachusetts Clean Water Trust in the amount of \$75,000. This grant funding will supplement the appropriation for the contract with Tighe & Bond to perform stormwater asset management planning. This is a requirement of the MS4 permitting process and will be a valuable tool for the Town overall.

The product of the grant funding includes ArcGIS mapping of all culverts, an existing condition assessment for each structure and prepare a capital improvement plan related to the probability of failure and consequence of failure of each culvert.



TOWN OF HARWICH

DEPARTMENT OF PUBLIC WORKS


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

Telephone (508) 430-7555

Fax (508) 430-7598

MEMORANDUM

TO: Joe Powers, Town Administrator

FROM: Lincoln S. Hooper, Director 

DATE: June 14, 2023

RE: Stormwater Asset Management Grant – Tighe & Bond Contract

This past April the Massachusetts Clean Water Trust and MassDEP approved a grant for the Town of Harwich to help develop and implement a stormwater asset management program for Town owned culverts. Tighe & Bond assisted the Town in applying for the grant and is seeking a contract in the amount of \$100,000 to perform the assessment and develop an asset management program. Once completed, the Town should receive \$75,000 reimbursement through the approved grant.

Under MGL 30b, Section 1b:(32A), contracts with architects, engineers and related professionals are exempt from public bidding requirements. Tighe & Bond has done a similar project in the Town of Mashpee and comes highly recommended. They have done culvert design work in the Towns of Sandwich, Falmouth, Barnstable, Dennis and Yarmouth. Clearly they are experts in this field and are pre-approved by MassDEP for culvert asset management through this grant program.

Funding for this contract is through the use of prior year's MS4 compliance article ATM 21, Article 15 (01411A2 – 621015), that has an available balance of \$121,399.

I recommend executing a contract with Tighe & Bond in the amount of \$100,000.

PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: Link Hooper DEPARTMENT: DPW

FUNDING SOURCE: ATM 21, Article 15 MS4 Compliance (01411A2 - 621015) Current - \$121,399

Appropriated amount: \$200,000.00 Estimated cost: \$100,000 Actual cost: _____

PROCUREMENT METHOD:

Under MGL 30b, Section 1b:(32A) contracts with architects, engineers and related professionals are exempt from public bidding requirements.

PURCHASE DESCRIPTION:

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

The purpose of this request is to support a grant to assess the conditions of the Town's culverts and to provide an Asset Management Plan for the maintenance and replacement of culverts Town wide. Last year Tighe&Bond assisted the Town in applying for two culvert grants that were not funded. This year we reapplied and were awarded a grant in the amount of \$75k from the Massachusetts Clean Water Trust. The specifics of the grant are as follows:

Tighe&Bond contract -	\$100,000
Cash Match -	\$ 25,000
In Kind Services -	\$ 25,000
Grant Amount -	\$ 75,000

Although the Town will have to front the \$100,000 contract for professional services, we should receive \$75,000 reimbursement from this grant. Greater detail on specific tasks can be found on the attached proposal from Tighe&Bond.

PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW 01411A2 621015

Funds Available: Finance Director: _____
DocuSigned by:
Barbara Bjornson Account # _____
FE1E73157DDA4ED...

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

Grant No: CWA-23-28

Date: November 1, 2023

Grantee: Town of Harwich

Grant Amount: \$75,000

GRANT AGREEMENT
(Asset Management Plan Grant Program)

This Grant Agreement (this “Agreement”) is entered into by and between the Massachusetts Clean Water Trust (together with its successors and assigns, the “Trust”), an instrumentality of The Commonwealth of Massachusetts (the “Commonwealth”) and the grantee listed above, a political subdivision or public instrumentality (together with its successors and assigns, the “Grantee”).

WHEREAS, in accordance with the Enabling Act the Massachusetts Department of Environmental Protection (the “Department”) has issued a Project Approval Certificate to the Trust approving the Project (as defined in Section 2.2) and the costs thereof to be funded by the Trust and, in connection therewith, the Grantee and the Department are executing and delivering, simultaneously with the execution and delivery of this Agreement, one or more Project Regulatory Agreements pertaining to the eligible activities as approved by the Department for the Project.

WHEREAS, the Trust is willing to extend financial assistance in the form of a grant (the “Grant”) to the Grantee on the terms and conditions stated herein;

WHEREAS, the Grantee will agree to adopt, follow and publicize the Project after completion thereof to the satisfaction of the Department; and

WHEREAS, the Grantee is willing to accept the Grant and its obligations hereunder on the terms stated herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties agree and bind themselves as follows:

ARTICLE I - REPRESENTATIONS OF THE GRANTEE

Recognizing that the Trust is relying hereon, the Grantee represents, as of the date of this Agreement, as follows:

- (a) *Organization; Power, Etc.* The Grantee is a Local Governmental Unit or other Eligible Borrower (each as defined in the Enabling Act) with full legal right and authority to authorize, execute, and deliver this Agreement, to receive the Grant, to undertake and implement the Project and to carry out and consummate all transactions contemplated by the foregoing;
- (b) *Authority.* The Grantee has duly and validly authorized the execution and delivery of this Agreement, and all approvals, consents, and other governmental or corporate

proceedings necessary for the execution and delivery of the foregoing or required to make this Agreement the legally binding obligation of the Grantee that it purports to be, in accordance with its terms, have been obtained or made.

- (c) *No Litigation.* No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, other than as disclosed to the Trust and the Department, is pending or, to the knowledge of the Authorized Officers of the Grantee (as identified on Schedule A) executing this Agreement, threatened (1) seeking to restrain or enjoin the execution and delivery of this Agreement, or the undertaking of the Project or (2) contesting or affecting the validity of this Agreement, or the power of the Grantee to apply any revenues or to assess and collect, as applicable, betterments, taxes, rates and charges to provide the Grantee Contributions (both cash and In-Kind Services as described in Schedule A) as contemplated by this Agreement; and neither the corporate existence of the Grantee nor the title to office of any Authorized Officer of the Grantee executing this Agreement, is being contested.
- (d) *No Conflicts.* The authorization, execution and delivery of this Agreement, and performance thereof, will not constitute a breach of, or a default under, any law, ordinance, resolution, agreement, indenture or other instrument to which the Grantee is a party or by which it or any of its properties is bound.
- (e) *Binding Agreement.* This Agreement is, or when executed and delivered will be, the legal, valid, and binding obligation of the Grantee, enforceable in accordance with its terms, subject only to limitations on enforceability imposed in equity or by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally.
- (f) *Information Submitted.* All information, reports, and other documents and data submitted to the Trust in connection with this Agreement (including without limitation the Application) were, at the time the same were furnished, and are, as of the date hereof, complete and correct in all material respects.
- (g) *Ratification.* By executing this Agreement, the Grantee affirms and ratifies all statements, representations and written documents that it has submitted to the Trust in connection with this Agreement (including, without limitation, the Application).

ARTICLE II - THE GRANT

2.1 Grant Amount and Expiration Date

- (a) *Grant Amount.* The Trust agrees to make and the Grantee agrees to accept, on the terms and conditions stated in this Agreement, a Grant, in the maximum amount specified on Schedule A hereto.
- (b) *Expiration Date.* The Grant, and the obligation of the Trust to disburse the Grant, or any portion thereof, shall expire on the date (the "Expiration Date") specified on Schedule A hereto. No portion of the Grant will be disbursed by the Trust after the

Expiration Date. The Trust, in its sole discretion, may approve extensions of the Expiration Date.

2.2 Project

- (a) *Grant Purpose.* The Grant has been made solely to finance the establishment or extension of the asset management plan (including the publication and implementation thereof) described on Schedule B (the “Project”).
- (b) *Project Schedule.* The Grant will be disbursed by the Trust no more frequently than monthly during the active project phase. The Department and the Grantee have established the payment request schedule set forth in Schedule C. Project completion will be evaluated by the Department.

ARTICLE III - CONDITIONS OF FUNDING

3.1 General Conditions

In connection with the execution and delivery of this Agreement, each of the following conditions shall be satisfied (all documents, certificates and other evidence of such conditions are to be satisfactory to the Trust in its discretion).

- (a) *Executed Grant Agreement.* The Trust shall receive a duly executed original of this Agreement.
- (b) *Executed Consulting Agreement.* The Department shall receive a duly executed original of the consulting engineering contract between the Grantee and a consulting engineering firm acceptable to the Department, relating to the Project.

3.2 Conditions to Disbursements

The obligations of the Trust to approve or make any disbursement of the Grant is subject to the satisfaction of each of the following conditions on or before the date of such disbursement (all documents, certificates and other evidence of such conditions are to be satisfactory to the Trust in its discretion):

- (a) *Continuing Representations and Warranties.* That the representations and warranties of the Grantee contained in this Agreement be true and correct on and as of the date of such disbursement as though made on and as of such date.
- (b) *Accounting of Grantee Contributions.*
 - (i) *Cash Contributions Expended.* That the Grantee shall have provided an accounting, in form and detail acceptable to the Department, of the amount of Cash Contributions (A) expended prior to the date of the disbursement and (B) the amount, if any, expected to be expended following such disbursement.

- (ii) *In-Kind Services Applied.* That the Grantee shall have provided an accounting, in form and detail acceptable to the Department, of the amount and calculation of Grantee Contributions constituting In-Kind Services (A) applied to the date of the disbursement and (B) the amount, if any, expected to be applied following such disbursement.
- (c) *Compliance with Agreement.* That Grantee is in material compliance with this Agreement.
- (d) *Additional Documents.* That the Grantee provides the Trust with such additional documents as the Trust may reasonably request.

3.3 Grant Disbursements

Subject to Section 4.2, the Trust shall make disbursements of the Grant no more frequently than monthly.

- (a) Disbursements shall be in an amount that is approved by the Department as eligible costs and is accounted for by consultant/supplier invoices, In-Kind Services records, and cash contribution records.
- (b) Monthly disbursements are contingent on the Grantee submitting monthly progress reports in form and detail acceptable to the Department. Failure to submit such reports may place a hold on future disbursements from the Trust until the Department confirms to the Trust that reporting for the Grantee is up to date.
- (c) The final disbursement shall be in an amount that, together with the amounts previously disbursed, will not exceed the Grant amount. Upon completion of the Project, the Grantee shall file a Project Completion Certificate with the Department as described in the Project Regulatory Agreement. The final disbursement shall not be made until the Department approves Project completion, as evidenced by the Department's filing of the Project Completion Certificate with the Trust.

ARTICLE IV - AFFIRMATIVE COVENANTS

4.1 Generally

Unless otherwise agreed to in writing by the Trust, while this Agreement is in effect, the Grantee shall duly observe each of the affirmative covenants contained in this Article IV -.

4.2 Use of Disbursements and Application of Grantee Contributions

The Grantee shall expend the Grant funds and shall expend or apply, as the case may be, Grantee Contributions only for eligible costs of the Project as determined by the Department. The Trust shall have no obligation to disburse or expend any amounts for the Project in excess of the Grant.

4.3 Additional Project Funding

The Grantee shall ensure that adequate funding is in place to complete the Project and will obtain loans or funds or receive binding commitments for supplemental funding in an amount needed to ensure completion of the Project.

4.4 Additional Affirmative Covenants or Conditions

The Grantee shall comply with the additional affirmative covenants or conditions, if any, set forth in Exhibit I hereto.

ARTICLE V - TERMINATION AND REMEDIES

5.1 Termination of the Grant by the Trust

- (a) *Termination of the Grant by the Trust.* The Trust, in its sole discretion, may terminate this Agreement and cease making disbursements of the Grant:
- (i) if, as of the Expiration Date, the Grantee has not met all conditions to the final disbursement as described in Section 3.3(c) to the satisfaction of the Department;
 - (ii) if the Grantee has materially breached of any term of this Agreement, including but not limited to terms relating to timely expenditure and application of Grantee Contributions, providing property owner permissions and furnishing construction permits and meeting the milestones set forth in the approved Project schedule, or that the Grantee has failed to strictly comply with any applicable state or federal regulation applicable to the Project and/or the Grant;
 - (iii) if any representation or warranty made by the Grantee in the Application, any request for disbursement, this Agreement, any certification, or other supporting documentation thereunder shall prove to have been incorrect in any material respect at the time made;
 - (iv) if the Grantee shall cease operations, on a voluntary or involuntary basis, of the drinking water, wastewater and/or stormwater system, as applicable, for which the Project is being completed.
 - (v) in the event of loss of availability of sufficient funds for the purposes of this Agreement or in the event of an unforeseen public emergency or other change of law mandating immediate Trust action inconsistent with performing its obligations under this Agreement.
- (b) *Notice of Termination.* The Trust shall provide the Grantee with written notice of termination of the Grant as provided in subsection (a), setting forth the reason(s) for termination. The termination of the Grant and this Agreement shall be effective as of the date such notice of termination is sent by the Trust.

5.2 Termination of the Grant by the Grantee

The Grantee may terminate the Grant by written notification to the Trust, setting forth the reasons for such termination and the effective date.

5.3 Termination on Final Disbursement

This Agreement shall terminate upon receipt by the Grantee of the final disbursement as described under Section 3.3(c).

5.4 Effect of Termination; Reimbursement of Disbursements

Upon termination of the Grant and this Agreement, the Trust shall have no further obligation to make disbursements. Upon termination of the Grant and this Agreement pursuant to Sections 5.1(a)(i)-(iv) or Section 5.2, the Grantee shall reimburse the Trust for all disbursements of the Grant on a schedule to be negotiated in good faith between the Trust and the Grantee, but in no event more than three (3) years from the date of such termination.

ARTICLE VI - MISCELLANEOUS

6.1 Notices

All notices, requests and other communications provided for herein including, without limitation, any modifications of, or waivers, requests or consents under, this Agreement shall be given or made in writing and delivered to the intended recipient at the "Address for Notices" specified in Schedule A; or, as to any party, at such other address as shall be designated by such party in a notice to each other party. Receipt of all such communications shall be deemed to have occurred when personally delivered or, in the case of a mailed notice, upon receipt, in each case given or addressed as provided for herein.

6.2 No Waiver

No failure or forbearance on the part of the Trust to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise by the Trust of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. Conditions, covenants, duties and obligations contained in this Agreement may be waived only by written agreement between the parties.

6.3 Governing Law

This Agreement shall be construed under, and governed by, the laws of the Commonwealth. The Grantee agrees to bring any Federal or State legal proceedings arising under this Agreement in which the Trust is a party in a court of competent jurisdiction within the Commonwealth. This section shall not be construed to limit any other legal rights of the parties.

6.4 Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Grantee and the Trust and their respective successors and assigns, except that the Grantee may not assign or transfer its rights or obligations hereunder without the prior written consent of the Trust.

6.5 Complete Agreement; Waivers and Amendments

All conditions, covenants, duties and obligations contained in the Agreement may be amended only through a written amendment signed by the Grantee and the Trust unless otherwise specified in this Agreement. The parties understand and agree that this Agreement supersedes all other verbal and written agreements and negotiations by the parties regarding the matters contained herein.

6.6 Headings

The headings and sub-headings contained in the titling of this Agreement are intended to be used for convenience only and do not constitute part of this Agreement.

6.7 Severability

If any term, provision or condition, or any part thereof, of this Agreement shall for any reason be found or held invalid or unenforceable by any governmental agency or court of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of such term, provision or condition nor any other term, provision or condition, and this Agreement shall survive and be construed as if such invalid or unenforceable term, provision or condition had not been contained therein.

6.8 Schedules, Exhibits and Attachments; Counterparts

Each Schedule and Exhibit and each other attachment hereto and referred to herein is an integral part of this Agreement. Moreover, this Agreement may be executed in several counterparts, each of which shall be deemed to be an original.

6.9 No Third Party Beneficiary

This Agreement is exclusively between the Trust on the one hand and the Grantee on the other, and does not nor is intended to create any privity of contract with any other party not a party hereto, nor to imply a contract in law or fact. Any funds disbursed by the Trust are intended to finance the Project. Any approvals given by the Trust or the Department to the Grantee are solely for the benefit of the Trust. The Trust is not obligated to disburse grant funds on any contract, or otherwise, between the Grantee and any other party, nor intends to assume, at any time, direct obligations for payment for work, goods, or other performance under such contracts. The obligation to pay any amounts due under such contracts is solely the responsibility of the Grantee. Nothing herein, express or implied, is intended to, or shall confer upon, any other person any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement between the Trust and the Grantee.

6.10 Term

This Agreement shall remain in effect until one of the following events has occurred:

- (a) The Grantee and the Trust replace this Agreement with another written agreement;
- (b) All of the Grantee's obligations under this Agreement have been discharged, including, without limitation, any obligation to reimburse the Trust for disbursements of the Grant; or
- (c) This Agreement has been terminated pursuant to the provisions of Article V - hereof.

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

MASSACHUSETTS CLEAN WATER TRUST

By: DocuSigned by:
Susan Perry
D6BE83E8535C43F...
Authorized Officer
Title: Executive Director

GRANTEE

By: DocuSigned by:
Joseph F. Powers
0481E9E2730E4D2...
Authorized Officer
Title: _____

SCHEDULE A

1. Grant No.: CWA-23-28
2. Grantee: Town of Harwich
3. Grant Amount: \$75,000
4. Grant Agreement Date: 11 / 1 / 2023
5. Expiration Date: 11 / 1 / 2025
6. Grantee Contributions
 - a. Cash: \$25,000
 - b. Value of In-Kind Services: \$25,000
 - c. Loan Proceeds: \$0
7. Authorized Officers:
 - a. of the Trust: The Chairman and the Vice Chairman of the Trust (and each designee thereof pursuant to G.L. Ch.30 §6A) the Executive Director and Treasurer of the Trust
 - b. of the Department: The Commissioner, the Deputy Commissioner and the Deputy Assistant Commissioner for Financial and Construction Management of the Department
 - c. of the Grantee: Joseph Powers
Town of Harwich
732 Main Street
Harwich, MA 02645
8. Addresses for Notices:
 - a. To the Trust: Massachusetts Clean Water Trust
One Center Plaza
Boston, Massachusetts 02108
 - b. To the Department: Department of Environmental Protection
One Winter Street, Sixth Floor
Boston, Massachusetts 02108
Attention: Commissioner

c. To the Grantee: Joseph Powers
Town of Harwich
732 Main Street
Harwich, MA 02645

SCHEDULE B

Description of Project

The Project will map culverts and catch basins in ArcGIS online and prepare condition assessment field forms for each of these structures., and it will rank the assessed culverts with respect to Probability of Failure (PoF) and Consequence of Failure (CoF) and prepare a capital improvement plan. This Project provides the Town with an understanding of the condition of their culverts and to budget repairs and replacements accordingly.

SCHEDULE C

Disbursements of the Grant are expected to be made on the following schedule, subject to, among other things, approval by the Department.

<u>Month/Year</u>	<u>Estimated Draw Down</u>
November 2023	\$18,868
December 2023	\$3,702
January 2024	\$3,702
February 2024	\$3,702
March 2024	\$3,702
April 2024	\$3,702
May 2024	\$5,953
June 2024	\$2,416
July 2024	\$2,416
August 2024	\$2,416
September 2024	\$2,416
October 2024	\$2,416
November 2024	\$2,416
December 2024	\$2,416
January 2025	\$2,416
February 2025	\$2,416
March 2025	\$2,416
April 2025	\$2,416
May 2025	\$636
June 2025	\$636

July 2025	\$636
August 2025	\$636
September 2025	\$636
October 2025	\$1,913
Total	\$75,000

Exhibit I – Special Conditions

PRA

DESCRIPTION TRANSMITTAL FORM

HARWICH

Local Government Unit

Project Regulatory Certificate CWA-23-28

NEW - 11/01/2023

Project: ***Harwich Stormwater Asset Management Plan***

Project No. ***CWSRF-12515***

Project Description:

The Project will map culverts and catch basins in ArcGIS online and prepare condition assessment field forms for each of these structures, and it will rank the assessed culverts with respect to Probability of Failure (PoF) and Consequence of Failure (CoF) and prepare a capital improvement plan. This Project provides the Town with an understanding of the condition of their culverts and to budget repairs and replacements accordingly.

Contract/Transmittal Notes:

PRA No. : CWA-23-28 HARWICH - Harwich Stormwater Asset Management Plan

**DEPARTMENT OF ENVIRONMENTAL PROTECTION
STATE REVOLVING FUND PROGRAM
PROJECT REGULATORY AGREEMENT**

This PROJECT REGULATORY AGREEMENT, (the "PRA"), dated November 1, 2023 is by and between the Department of Environmental Protection (the "Department"), and the Town of Harwich (together with its successors and assigns, the "Borrower"):

WITNESSETH:

WHEREAS, M.G.L. c. 29C, as amended, Chapter 275 of the Acts of 1989, as amended, and Chapter 78 of the Acts of 1998, as amended (collectively, the "Act") authorizes the Department and the Massachusetts Clean Water Trust (the "Trust") to assist Local Government Units and other Eligible Applicants in The Commonwealth of Massachusetts (the "Commonwealth") to implement State Revolving Fund Projects; and

WHEREAS, the Applicant has requested that the Trust finance or refinance costs of the State Revolving Fund Project described in this Agreement (the "Project") by one or more loans and/or grants (collectively, the "Financing") from the Trust to the Applicant, and to evidence the terms of each Financing, the Applicant has executed and delivered to the Trust one or more Financing Agreements and/or Grant Agreements (collectively, the "Financing Agreement"), on the same date as this PRA; and

WHEREAS, the Financing, the Project and the Costs thereof to be financed or refinanced by the Financing have been approved by the Department in accordance with the Act and the Regulations; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this PRA, the Department and the Applicant agree as follows:

Section 1. Definitions

1.1 Unless the context otherwise requires, all capitalized, undefined terms used in this PRA shall have the same meanings given such terms in the Recitals above, in the Act, in the Financing Agreement, or in the applicable Regulations. In addition, the following words and phrases shall have the following meanings.

"Authorized Officer of the Applicant" means the officer or officers of the Applicant identified as such in Exhibit A to this PRA.

"Default" means any of the events or circumstances specified in Section 5 of this PRA.

"Project" means the State Revolving Fund Project of the Applicant described in Exhibit A to this PRA.

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“Project Approval Certificate” means the certificate issued by the Department to the Trust approving the Project and certifying those costs of the Project determined by the Department to be eligible for assistance from a loan and/or grant and those costs eligible for financial assistance pursuant to the Act.

“Project Cost(s)” means any Project costs approved by the Department pursuant to this PRA for payment or reimbursement from the proceeds of the Financing.

“Regulations” means, (i) with respect to Clean Water Projects, the Department’s Clean Water State Revolving Fund program regulations at 310 CMR 44.00 et seq., and (ii) with respect to Drinking Water Projects, the Department’s Drinking Water State Revolving Fund program regulations at 310 CMR 45.00 et seq.

Section 2. The Project and the Project Funding

2.1 The Applicant shall implement the Project in accordance with the tasks approved by the Department, and shall obtain the Department’s prior written approval of any changes to the approved tasks for the Project.

2.2 The Applicant agrees with the Department’s determination of eligible and ineligible Project Costs as set forth in Exhibit D attached hereto, and shall seek payment or reimbursement of Project Costs in accordance with such determination.

2.3 The Project shall be financed in the amount(s) and as applicable at the interest rate(s) set forth in Section II of Exhibit A.

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Section 3. Disbursement of Proceeds

3.1 **DISBURSEMENT SCHEDULE.** The Department and the Applicant agree that the disbursement schedule for Financing proceeds shall be as set forth in Exhibit B. Such disbursement schedule may be modified at the request of the Applicant, with the written approval of the Department and the Trust. Upon any such request, the Applicant shall provide the Department and Trust with an updated disbursement schedule.

3.2 **REQUISITIONS.** All requisitions must be emailed to the following email address:
dmsdep.general@mass.gov

(a) All requisitions for payment or reimbursement of Project Costs shall be submitted by the Applicant in accordance with a form approved by the Department. Up to one (1) requisition may be submitted each month. Each requisition must be approved by the Department as evidenced by the signature of a Department official.

(b) Each requisition shall be signed by an Authorized Officer of the Applicant, shall set forth in reasonable detail the amount of payment or reimbursement due and the nature of the materials or property or services received, and shall provide the name and address of the person to whom payment or reimbursement is due. Each requisition shall be accompanied by the invoices for each of the amounts requisitioned. Each requisition shall also include a written certification signed by an Authorized Officer of the Applicant stating that:

(i) such payment or reimbursement is for Project Costs and that the obligations specified therein have not been the basis for a prior requisition which has been paid;

(ii) no Default as defined hereunder, and no Event of Default as defined in the Financing Agreement, has occurred and is continuing and no event or condition exists which, after notice or lapse of time or both, would become a Default hereunder or Event of Default under the Financing Agreement;

(iii) the payment or reimbursement requested by the requisition is due for work actually performed or materials or property actually supplied prior to the date of the requisition, less retainage; and,

The Applicant shall submit documentation in support of a requisition in accordance with the Department's requisition form, and as otherwise requested by the Department. Within five (5) working days of its receipt of the complete documentation required in Section 3.2(b), the Department shall forward the requisition, or such portion thereof as supported by the complete documentation, to the Trust for payment.

(c) The Department shall conduct an audit of the amounts requisitioned since the previous requisition or, if no audit has yet been conducted, since the date of the Financing. In connection with each such audit, the Applicant shall provide to the Department such supporting documentation and other relevant information as the Department may request in order to confirm the application of Financing proceeds and the classification of Project Costs. If the Department determines that

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Financing proceeds were not applied as indicated on any requisition or have been classified incorrectly, the Department shall reclassify such Project Costs and provide written notification to the Applicant and the Trust of such reclassification. Whenever practicable, the Department agrees to provide the Applicant with prior notice of a proposed reclassification of Project Costs and a reasonable opportunity to provide additional information and documentation pertaining to the Project Costs under review.

3.3 PROJECT COMPLETION.

(a) **PROJECT COMPLETION CERTIFICATE.** Completion of the Project shall be evidenced by the filing with the Department of a Project Completion Certificate signed by an Authorized Officer of the Applicant stating that the Project has been completed and performed in accordance with the Project description in Exhibit A approved by the Department and the requirements of this PRA and the Financing Agreement.

(b) The Department shall notify the Trust by filing a copy of the Project Completion Certificate with the Trust.

Section 4. Covenants of the Borrower

4.1 The Applicant shall obtain the Department's prior written approval to award any contracts for the Project.

4.2 The Applicant shall establish accounts for the Project which shall be maintained in accordance with generally accepted government accounting standards, including standards relating to the reporting of infrastructure assets.

4.3 The Applicant agrees to provide any Project information and documentation requested by the Department. The Applicant shall maintain all Project records for seven (7) years after the issuance of final payment or until any litigation, appeal, claim, or audit that is begun before the end of the seven (7) year period is completed and resolved, whichever is longer. The Department, the Trust, the Governor (or designee thereof), the Secretary of Administration and Finance (or designee thereof), and the State Auditor (or designee thereof), also shall have the right, at reasonable times and upon reasonable notice, to examine the books, records and other compilations of data that pertain to the performance of the provisions and requirements of this PRA.

4.4 Any proposed change in Project-related tasks which substantially modifies the Project initially proposed shall be submitted to the Department for prior approval.

4.5 The Applicant's implementation of the Project, including the procurement of related tasks, shall comply with all applicable requirements of federal, state and local laws, ordinances, by-laws, rules and regulations.

4.6 The Applicant shall promptly notify the Department in writing whenever the Applicant has good reason to believe that the Project costs which it will incur will exceed or be substantially less than those previously approved in the Financing. The Department shall not be obligated to certify, nor

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the Trust to pay, costs incurred in excess of the Financing amount unless the Department has approved the increase through an amendment to the Project Approval Certificate and the Financing has been amended to include the increased amount. Any such increase shall be subject to the availability of funds.

4.7 The Department may suspend or terminate payments to the Applicant under the Financing Agreement when it determines that there is probable cause to believe that the Financing Agreement was obtained on the basis of fraud, deceit, or illegality or that the Applicant has failed to comply with the Regulations or the terms of this PRA or the Financing Agreement.

4.8 The Applicant shall notify the Department in writing when the project is complete. In addition, prior to receiving final payment for the Project, the Applicant shall file a Project Completion Certificate as described in Section 3.3 of this PRA.

4.9 The Applicant shall comply with any special conditions set forth in Exhibit C.

Section 5. Default; Remedies for Default.

5.1 **DEFAULT** The Applicant shall have committed Default under this PRA the Applicant shall fail to perform and observe any covenant, agreement or condition on its part provided in this PRA and such failure shall continue for a period of thirty (30) days after written notice thereof shall have been given to the Applicant by the Department; provided if such failure cannot be remedied within such thirty (30) day period, it shall not constitute a Default under this PRA if corrective action satisfactory to the Department is instituted by the Applicant within such period and diligently pursued until the failure is remedied.

5.2 **REMEDIES FOR DEFAULT.** If a Default shall occur, and be continuing hereunder, the Department may, in its sole discretion, take one or more of the following measures to the extent necessary to remedy the Default:

(a) The Department may postpone approval of requisitions submitted to the Department pursuant to Section 3 or direct the Trust to cancel all or any part of the Financing not yet disbursed to the Applicant; or

(b) The Department may rescind approval of any requisition previously approved by the Department but not yet acted upon by the Trust; or

(c) The Department may direct the Trust to declare an Event of Default under the Financing Agreement.

Section 6. Miscellaneous.

6.1 **NOTICES.** Except as otherwise stated in Section 3.2 with respect to requisitions, all notices, consents, certificates and other communications hereunder shall be sufficiently given when delivered by hand or courier or mailed by registered or certified mail, postage prepaid, addressed as set forth in Exhibit A or to such further or different address provided by any of the parties.

PRA No. : CWA-23-28 HARWICH - Harwich Stormwater Asset Management Plan

6.2 **ASSIGNMENTS.** The Applicant shall not assign this PRA, or any of the obligations hereunder, without the prior written consent of the Department and the Trust.

6.3 **SEVERABILITY.** In the event that any provision of this PRA shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

6.4 **AMENDMENT.** This PRA may not be amended, modified or changed in any respect except in writing and signed by the parties hereto. No such amendment, modification or change to this PRA (other than an amendment to Sections 2 and 4 and Exhibits A, C and D of such PRA) which, in the reasonable opinion of the Trust (expressed in a certificate of an Authorized Officer (as defined in the Financing Agreement) of the Trust delivered to the Department and the Applicant prior to the execution and delivery of such amendment, modification or change), would materially and adversely affect the rights and obligations of the Trust under the Financing Agreement shall be effective without the prior written consent of the Trust, which consent shall not be unreasonably withheld. A copy of any proposed amendment, modification or change to the applicable sections of this PRA shall be delivered to the Trust by the Department not less than ten (10) days prior to the date of execution and delivery thereof.

6.5 **EXECUTION IN COUNTERPARTS.** This PRA may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

6.6 **APPLICABLE LAW.** This PRA shall be governed by, and construed in accordance with, the laws of the Commonwealth.

PRA No. : CWA-23-28 HARWICH - Harwich Stormwater Asset Management Plan

IN WITNESS WHEREOF, the Department and the Borrower have caused this Project Regulatory Agreement to be executed by their duly Authorized Officers the day and year first above written.

THE DEPARTMENT OF ENVIRONMENTAL PROTECTION:

By _____
DocuSigned by:
Maria Pinaud
99C65825F837416...
Maria E. Pinaud, Division Director
Division of Municipal Services

BORROWER:

By _____
DocuSigned by:
Joseph F. Powers
0481E9E2730E4D2...
Authorized Officer

PRA No. : CWA-23-28

HARWICH - Harwich Stormwater Asset Management Plan

Exhibit A

I. General

1. Authorized Officer: Joseph Powers, Town Administrator
2. Borrower: Town of Harwich
3. Address: Town Hall 732 Main Street
Harwich, MA 02645
4. Project Manager: Lincoln Hooper
5. DEP Contact and Address: Maria E. Pinaud
Division Director
100 Cambridge Street, Suite 900
Boston, MA 02114
6. Project Title and Description: Harwich Stormwater Asset Management Plan

The Project will map culverts and catch basins in ArcGIS online and prepare condition assessment field forms for each of these structures., and it will rank the assessed culverts with respect to Probability of Failure (PoF) and Consequence of Failure (CoF) and prepare a capital improvement plan. This Project provides the Town with an understanding of the condition of their culverts and to budget repairs and replacements accordingly.

II. Approved Funding:

1. Eligible Costs: \$75,000.00
2. Financial Assistance: 2% Interest Loan (If Applicable)

PRA No. : CWA-23-28**HARWICH - Harwich Stormwater Asset Management Plan****Exhibit B****DISBURSEMENT SCHEDULE**

MONTH/YEAR	ESTIMATED DRAW DOWN
November 2023	\$18,868.00
December 2023	\$3,702.00
January 2024	\$3,702.00
February 2024	\$3,702.00
March 2024	\$3,702.00
April 2024	\$3,702.00
May 2024	\$5,953.00
June 2024	\$2,416.00
July 2024	\$2,416.00
August 2024	\$2,416.00
September 2024	\$2,416.00
October 2024	\$2,416.00
November 2024	\$2,416.00
December 2024	\$2,416.00
January 2025	\$2,416.00
February 2025	\$2,416.00
March 2025	\$2,416.00
April 2025	\$2,416.00
May 2025	\$636.00
June 2025	\$636.00
July 2025	\$636.00
August 2025	\$636.00
September 2025	\$636.00
October 2025	\$1,913.00
	\$75,000.00

PRA No. : CWA-23-28 HARWICH - Harwich Stormwater Asset Management Plan

Exhibit C

PRA No. : CWA-23-28

HARWICH - Harwich Stormwater Asset Management Plan

	<u>ELIGIBILITY DETERMINATION</u>			Exhibit D
<u>ITEM</u>	<u>GRANT/LOAN ELIGIBLE COST</u>	<u>ELIGIBLE COST</u>	<u>INELIGIBLE COST</u>	
<u>Planning</u>				
AMP Grant	\$75,000.00	\$75,000.00	\$0.00	
Cash	\$0.00	\$0.00	\$25,000.00	
In Kind Service	\$0.00	\$0.00	\$25,000.00	
Total:	\$75,000.00	\$75,000.00	\$50,000.00	

Project Total Cost (Eligible cost + Ineligible Cost) = \$125,000

HARWICH HARBORMASTER DEPARTMENT

November 2023 Monthly Report

Operations

- Provided assistance tows to 2 boats with disabled engines.
- Placed tags on dinghies left at Town Landings beyond the November 15 removal regulation.

Administration

- Drafted support memo to Select Board for award of 3-year license agreements to Mooring Servicing Agents.
- Drafted memo to support Change Order #1 request for Wixon Landing Improvement project.
- Requested/collected missing mooring Inspection Forms from Mooring Servicing Agents.
- Collected outstanding Waterway User Fee permit fees from 2023.
- Went to waitlist with open permits: (2) 30' Recreational Slip, (2) 20' Recreational, (1) Outer Harbor Mooring Permit, (1) R-Permit, (2) Wychmere Inner Harbor 20'-25' 11" category mooring permit.
- Submitted for reimbursement of Pump-out Grant covering September/October.
- Emailed first and second reminders of December 1 slip deposit deadline.
- Updated electric hookup map (50 vs 30).
- Sent email to remove Dinghy's, November 15 deadline has passed.
- Sent email to remind of Marina close date of November 15.
- Sent invoices for MSA Fees (HPBY, AHM, Lower Cape Marine)
- Transient Reservations: 14

Maintenance

- Had backflow preventers at Allen Harbor, Wychmere and SAQ tested.
- Shut off water and blew out pipes at SAQ, Allen, and Wychmere Harbors with assistance from the Building Maintenance Department.
- Organized and took inventory of shore power outlets and breakers.
- Winterized pump-out carts, pump-out station, 77A, and washdown trailer.
- Assisted Natural Resources with winterizing the Shellfish Lab.
- Fully serviced all fire and washdown pumps.
- Had several bad shore power outlets and breakers replaced at SAQ.
- Routine building and grounds maintenance.

Meetings

- Met with TA & Natural Resources Dir to discuss staff needs related to Shellfish Constable.
- Briefed Capital Outlay Committee on department Capital Budget.
- At the request of Mr. Thomason, met to discuss plans for the Wixon Landing project.
- Attended virtual Open Space & Recreation planning meeting.
- Hosted Capital Outlay members at Saquatucket Marina to show condition of facility bulkheads.
- Met with Chamber and Harwich Fire to coordinate plans for Fireworks event.
- Select Board meeting (27 Nov)
- Waterway Committee Meeting (15 Nov)