

SELECT BOARD MEETING AGENDA*

Donn B. Griffin Room, Town Hall

732 Main Street, Harwich, MA

Executive Session 5:30 P.M.

Regular Meeting 6:00 P.M.

Monday, March 4, 2024

Remote Participation Optional:

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

<https://meet.goto.com/156375021>

You can also dial in using your phone.

Access Code: 156-375-021

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

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

I. **CALL TO ORDER**

II. **PLEDGE OF ALLEGIANCE**

III. **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 MGL c. 30A §21(a)(7) to comply with, or act under the authority of, any general or special law or federal grant-in-aid requirements, the Open Meeting Law, MGL c. 30A §§ 22(f), (g) to review, approve and or discuss the possible release of executive session meeting minutes dated February 1, 2024; February 5, 2024; February 20, 2024; February 26, 2024

IV. **PUBLIC COMMENTS/ANNOUNCEMENTS**

V. **CONSENT AGENDA**

- A. Approve the Select Board Meeting Minutes for February 26, 2024

VI. **PUBLIC HEARING**

- A. Public Hearing - Approve the transfer of the M.G.L. Chapter 138, Section 12, Annual All Alcohol liquor license held by Morningstar Restaurant, Inc. d/b/a Villa Roma, Manager Douglass Morrissey, 278 Route 28, to Milano Hospitality Group, Inc. d/b/a Milano's Italian Kitchen, Manager Francis Wiacek, Jr.
- B. Public Hearing – **Being Continued to March 11, 2024**, to approve a Stormwater Permit application for a seven (7) lot subdivision plan “Wildlife Circle” located off of Littlefield Pond Road, Assessors Map 65, Parcel R2-2/ - Continued from February 12, 2024

VII. **JOINT MEETING WITH THE SELECT BOARD & BY-LAW CHARTER REVIEW COMMITTEE**

- A. Discussion on recommendations made by By-law/Charter Review Committee for charter and/or by law articles to be included in the warrant for May 2024 Annual Town Meeting

VIII. **NEW BUSINESS**

- A. Approve the appointment of Andrea Akridge as the Interim Treasurer/Collector per M.G.L. Chapter 41, Section 40
- B. Vote to accept and place the following Articles in the 2024 Annual Town Meeting Warrant:
 - Town Officers & Committees
 - Reports of Officers & Committees
 - Elected Officials Salaries
 - Lease Purchase Agreements
 - Defray Library Expenses
 - Promote the Town of Harwich
 - Herring Fisheries
 - Water Infrastructure Investment Fund (WIIF)
- C. Update on the 2024 Annual Town Meeting Articles for Queen Anne Road parcels
- D. Discussion on Community Preservation Committee Articles for 2024 Annual Town Meeting Articles
- E. Discussion on need for Charter Article
- F. Approve a revised Use of Facility Form as recommended by the Director of Recreation
- G. Review draft fee waiver policy for the Recreation Department and use of property by for-profit agencies
- H. Approve a 2024 Annual Class IV Auto Repair license renewal for A & G Accident Repair, Inc. d/b/a Cranberry Collision, 161 Queen Anne Road
- I. Approve a Special Permit Application for one day entertainment and one day wines & malt permit – Sativa, 517 Route 28, Event to be held at 517 Route 28 outside in parking lot, May 25, 2024, 11:00 a.m. to 5:00 p.m., Live/recorded music with amplification
- J. Approve the Harwich Affordable Housing Trust- Community Preservation Act Grant Agreement

IX. **CONTRACTS**

- A. Vote to approve a contract with Woodard & Curran, Inc. in the amount of \$93,500.00 for MS4 Stormwater Year 6 Permit Compliance.

X. **TOWN ADMINISTRATOR'S REPORT**

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

XII. **CORRESPONDENCE**

XIII. **ADJOURNMENT**

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

Authorized Posting Officer:

Natasha Lyon, Executive Assistant

Posted by: _____
Town Clerk

Date: _____
February 29, 2023

CONSENT AGENDA

**MINUTES
SELECT BOARD MEETING
DONN B. GRIFFIN ROOM, TOWN HALL
732 MAIN STREET, HARWICH MA
EXECUTIVE SESSION 5:45 PM,
REGULAR MEETING 6:00PM
MONDAY, FEBRUARY 26, 2024**

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

ALSO PARTICIPATING: Joseph Powers, Town Administrator

I. CALL TO ORDER

Ms. Kavanagh called the meeting of the Harwich Select Board back to order on Monday, February 26, 2024 at 6:00PM.

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

Ms. Kavanagh stated that the Board met to consider (A.) They have referred on to counsel to work with the interested party.

Ms. Kavanagh read the Open Meeting Law Notice.

III. PLEDGE OF ALLEGIANCE

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

IV. PUBLIC COMMENTS/ANNOUNCEMENTS

Ashley Symington, Director of Youth and Family Services gave information on upcoming Family Workshops and what they will be covering. Details are on the Town's website.

Carolyn Carey, Community Center Director listed all March events. Details are on the Town's website.

February 26, 2024

Mr. Powers noted that he, Dan Pelletier, Water/Wastewater Superintendent and representatives from GHD have been working together. They have rescheduled the Community Forum on Phase 3 Wastewater to Thursday, March 7, 2024 at 7:00PM at the Community Center.

V. PRESENTATION

A. Discussion with the Massachusetts Municipal Association Form of Government representative

Charlie Cristello, Representative of the Massachusetts Association Form of Government (MMFG) participated remotely. Mr. Cristello gave a brief summary of his experience and history of this Government Association. He noted the positive aspects of the Town of Harwich's Charter as well as other practices of the Town. He commented that his Association works with towns on many issues or items and Harwich has already done most of the items he listed. He asked how could help the Select Board.

Ms. Kavanagh responded and asked Mr. Cristello to review the points on the Charter that she had brought to his attention.

Mr. Cristello commented on the points in the report. He noted those that he thought were beneficial and expressed concern and/or made suggestions on others.

Select Board members asked questions which Mr. Cristello answered.

VI. CONSENT AGENDA

A. Vote to approve the Assistant Town Administrator's recommendation to grant permission by VERIZON NEW ENGLAND INC. and NSTAR ELECTRIC d/b/a EVERSOURCE ENERGY to place a new jointly owned pole-42/30.5-at the northeasterly side of Main Street Extension, Harwich, MA

Mr. Handler moved to approve the Assistant Town Administrator's recommendation as presented, second cded by Mr. Howell.

Vote 4:0 in favor. Motion carried.

B. Accept the resignation of Donna Richardson, Harwich Accessibility Rights Committee, effective February 27, 2024

C. Accept the resignation of Charleen Pilon, Bikeways Committee, effective immediately

Mr. Handler moved to accept the resignations of Donna Richardson and Charleen Pilon as presented, seconded by Mr. MacAskill.

February 26, 2024

Mr. Handler commented that the volunteers and committee members are valued and important. He encouraged any who do not feel that they are valued, to approach their Select Board Liaison to initiate a conversation.

Ms. Kavanagh followed up on the resignation of Charlene Pilon. She had spoken with Ms. Pilon and the Committee Chair. They explained their frustrations and Ms. Kavanagh explained the Board's limitations on their issue.

Board members discussed next steps with the Accessibility Rights Committee (ARC), will it be repopulated or not.

Mr. MacAskill also commented that it is the ARC's responsibility to review their Charter.

Mr. Howell noted that the reasons the ARC was formed have been dealt with/accomplished and they would have to have different goals to continue.

Ms. Kavanagh suggested that this subject should be on an agenda for further discussion.

Vote 4:0 in favor. Motion carried.

D. Approve Select Board Meeting Minutes for February 20, 2024

Mr. Handler moved to approve the Select Board Meeting Minutes for February 20, 2024, seconded by Mr. Howell.

Vote 4:0 in favor. Motion carried.

VII. NEW BUSINESS

A. Updates on Special Town Election and Discussion on Polling Hours

Emily Mitchell, Town Clerk was present. She gave updates on the Special Town Election which is scheduled for April 9, 2024. She is before the Select Board to discuss Election Day polling hours and reviewed the polling hour parameters.

Mr. MacAskill moved to approve polling hours from noon to 6:00PM, seconded by Mr. Howell.

Vote 4:0 in favor Motion carried.

B. Monomoy Regional School District to present their Fiscal Year 2025 budget; Votes may be taken

February 26, 2024

Scott Carpenter, Monomoy School Superintendent and Michael McMillan, Monomoy Business Manager were present. Mr. Carpenter gave an overview of this year's challenges and budget issues.

Mr. McMillan also stated the financial challenges, noting specifics. He gave a slide show presentation showing inflation and budget increases. Mr. McMillan went into detail explaining what is driving the increases.

Board members asked questions on specific items which Mr. McMillan and Mr. Carpenter answered in detail. Discussion also included the positives for two curriculum directors that had been discussed last year.

Mrs Carpenter noted that there will be a presentation before the Board to give them the pertinent data.

The presentation continued with expected reductions in costs. Mr. McMillan highlighted the proactive things that they are doing to improve services for the students. He went on to explain other increases in the budget and had graphs showing the fluctuation of numbers in students through the grade levels and over years.

Mr. MacAskill asked about enrollment and if there has been any strategic planning for enrollment increases with the proposed building projects.

Mr. Carpenter responded that the developer has reached out to him several times to discuss the possible increase in students. He gave an overview of projected numbers and also noted that they have not seen any impacts with an increase in the migrant population.

Mr. McMillan continued with graphs showing expenditures, giving details. He continued with state and other revenue figures. He also noted that there could be further iterations before the budget is finalized. Mr. McMillan reviewed budget numbers over the last few years to the present noting the fluctuations in both towns.

Board members had no additional questions and thanked Mr. Carpenter and Mr. McMillan for the presentation.

Mr. McMillan expects to have the final numbers by March 14th.

Mark Kelleher was present remotely and asked questions regarding the feasibility study which Mr. McMillan answered.

C. Vote to approve the Fiscal Year 2025 budget with recommendation to Finance Committee

February 26, 2024

Mr. Handler moved to approve a Draft Budget Fiscal Year 2025 budget with recommendation to Finance Committee, and send it to the Finance Committee, seconded by Mr. Howell.

Mr. Powers noted Charter requirements regarding the Select Board and the Budget.

Board members discussed considering the FY25 Budget a draft to comply with the Charter.

Mr. MacAskill requested answers to specific questions and will be requesting MUNIS reports from the Finance Director. He asked when the Board of Assessors will vote the Overlay Surplus. That vote will have an effect on the Budget.

Kathleen Barrette, Finance Director was present. She answered questions from Board members regarding specific numbers in the Budget.

Noreen Donoghue was present and had questions regarding specific numbers in the Budget which Ms. Barrette answered.

Linda Cebula was present and asked if there would be more information in a future packet that would include a breakdown of the \$16,307,350.

Mr. MacAskill suggested a way to reduce the Harbormaster's Budget request.

Ms. Barrette responded, yes. She also noted what was included in the Inter-fund Transfers and responded to Mr. MacAskill's suggestion with how that could be accomplished.

Mr. Handler asked questions regarding the restaurant at the golf course which Mr. Powers answered in detail.

Vote 4:0 in favor Motion carried.

D. Approve the following Special Permits, pending Health Department Approval:

1. Sharon Holley d/b/a Sedona Summers – One day entertainment and wines and malt permit – March 8, 2024 & March 29, 2024, 204 Sisson Road, 4:00 p.m. to 7:00 p.m., live music
2. Abigail Dudley – One day entertainment and wines and malt permit – March 9, 2024, 204 Sisson Road, 6:00 p.m. to 9:00 p.m., trivia

Mr. Handler moved to approve the Special Permits as presented pending Health Department approval, seconded by Mr. Howell.

Vote 4:0 in favor. Motion carried.

February 26, 2024

Mr. Powers noted that the packet included a Draft Agenda for the joint meeting with the Finance Committee and asked for questions or suggestions.

Mr. MacAskill suggested rescheduling the Town Clerk to a different day based on her Election Day responsibilities.

Ms. Mitchell commented that another date would be helpful.

Mr. Powers made a note to bring that back at a future meeting.

VIII. OLD BUSINESS

A. Approve the Personnel By-law Management Compensation table

Mr. Howell suggested that a bigger discussion is needed and gave his reasons.

Mr. MacAskill and Mr. Handler agreed. After discussion, Ms. Kavanagh noted that this will be on a future agenda. No action taken.

Mr. MacAskill asked Mr. Powers if this can be discussed in Executive Session as it relates to an employee. He also noted that there is room in the current table to elevate said employee.

Mr. Powers responded by giving the different options in place for the Select Board, including Executive Session for certain discussions.

Ms. Kavanagh stressed that the Board has to decide what type of action they are taking with the grade.

Mr. MacAskill noted that his request was a recommendation of Administration to change the Compensation Table. He will email his request for additional information to Ms. Kavanagh.

B. Discussion on articles for the 2024 Annual Town Meeting

Noreen Donoghue referred to a previous memo from the Town Administrator, which included a job description. She expressed her opinion about the specific wording.

Mr. Powers responded to the information in the packet regarding the articles. He also referred back to a memo dated February 9, 2024.

Mr. Howell referred to the article that speaks to million dollar houses and suggested that much more public input is needed before this item goes to Town Meeting. Other Board members agreed.

Ms. Kavanagh noted that that Article will be taken off the list.

February 26, 2024

Mr. Powers explained that WIIF (Water Infrastructure Investment Fund) is a funding mechanism and explained what actions are required through Town Meeting.

Ms. Barrette explained WIIF detail, what it is, when and how it could be implemented and that certain wording must be used and adjustments must be made through an Article to divert funds into WIIF.

Mr. Powers explained further the process which would create a Special Town WIIF. He also noted the use purposes of those Funds. Counsel has a draft already prepared. Mr. Powers commented that it is suitable for an Annual Town Meeting in May.

The Board discussed when this should be brought to an Annual Town Meeting and time needed to ensure that the public has all the information.

Mr. MacAskill questioned if the funding source has to be decided at the same time the WIIF is created.

Mr. Powers responded that he will speak with counsel for clarification on the four elements needed to create the WIIF.

Ms. Kavanagh summarized that this is an Article that requires further discussion.

Mr. MacAskill noted that they had previously discussed combining CPC Articles (17-31) into one.

Mr. Powers commented that since that conversation, the CPC Chair and Recording Secretary confirmed that the Committee does not desire combination.

Conversation continued regarding the Petition Articles. Mr. Powers noted that the Petitions are not yet numbered. He asked that when the Board accepts the Warrant, they give direction on how they would like it to be laid out. At that point, it can be numbered. He also asked if the Board wants to pursue the second list of other potential Warrant Articles.

The Board discussed the other Articles including the Harwich Port parking initiative and EV charging stations. This Article was tabled until they have more information.

Mr. MacAskill suggested that the Articles to repurpose 2023 Town Meeting Article 31 be in the Warrant. He also noted Articles that he would like on the Warrant. One is the Sewer Assistance Program. Another is to do something with the 1.5 million that they received from the sale of the lot on Queen Anne Road. He suggested that the money be put into a fund to research and purchase additional parcels of land and not spent on Capital items. In addition, Mr. MacAskill noted that Real Estate and Open Space voted to support the sale of

three lots on Queen Anne Road. He would like an Article for permission to sell those lots rather than keep them for Open Space.

Mr. Powers confirmed that those are three separate new Articles.

Ms. Barrette commented that she is still researching but believes the money from the sale of the lot on Queen Anne Road can only be used for something that the Town would borrow on for 5 or more years.

Mr. Powers will follow up with Town Counsel on the 1.5 million.

Mr. Handler commented on the By-Law Charter Review Changes that have been presented to the Board. He is hoping to have more dialogue on those changes and suggested that Article may be better suited for the fall versus the Annual Town Meeting.

Dan Pelletier, Water/Wastewater Superintendent suggested a contingency Article for Phase 3 and gave his reasoning for that suggestion.

Linda Cebula, Chair of the Charter Review Committee confirmed that the Select Board would like her Committee to attend the Select Board Meeting on Monday evening for a Joint Meeting.

Mr. Powers noted that the remaining Articles are stand alone appropriating Articles.

Mr. Howell suggested that the Articles be early in the Agenda to ensure having as many people involved in the conversation as possible. Board discussion followed with opinions and suggestions.

C. Discussion on pickleball fees; Votes may be taken

Mr. MacAskill commented that this conversation is, in his opinion, only about 204 Sisson Road. He noted current fees and which portion of those fees go to 204 Sisson Road and emphasized that they had promised to try and defer some of the costs of that building.

Mr. MacAskill moved that the Board take a larger percentage of the pickle ball fees and not change the rates for the public, seconded by Mr. Howell.

Vote 4:0 in favor. Motion carried.

IX. TOWN ADMINISTRATOR'S REPORT

Mr. Powers announced a contract for tree trimming services with McKenzie Tree Service.

X. SELECT BOARD'S MEMBER REPORT

February 26, 2024

Mr. Handler congratulated the Boys Varsity Basketball Team and the Girls Ice Hockey Team for qualifying for the State tournaments. He also congratulated the Cheer Team for advancing to the South Regional Competition.

Mr. MacAskill requested to have the Herring Fisheries put back on the agenda as soon as possible to discuss reconsideration for a one day celebration at the Herring Run in North Harwich.

Ms. Kavanagh congratulated the Sheriff's Department on their Program Graduation Ceremony.

XI. CORRESPONDENCE

XII. ADJOURNMENT

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

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

Meeting adjourned.

Respectfully submitted,

Judi Moldstad
Board Secretary

February 26, 2024

PUBLIC HEARING

NOTICE OF PUBLIC HEARING
TOWN OF HARWICH
SELECT BOARD
APPLICATION FOR TRANSFER OF LIQUOR LICENSE

Notice is hereby given under Chapter 138 of the General Laws as amended that application has been made to this Board for a transfer of the Annual, On Premise, All Alcoholic Beverages License now held by Morningstar Restaurant, Inc. d/b/a Villa Roma, 278 Route 28, Harwich, MA, 02646, Douglas Morrissey – Manager, to Milano Hospitality Group LLC d/b/a Milano’s Italian Kitchen, 278 Route 28, Harwich, MA, Francis Wiacek Jr.– Manager, on the following described premises located at 278 Route 28, Harwich, MA: Building consists of three rooms for food & beverage service internally as well as an outdoor patio for seasonal service. Patio seating in lieu of indoor seating. Total capacity to not exceed 51 seats. Liquor will be stored in a locked office on the second floor.

The Select Board will hold a public hearing on the application on Monday, March 4, 2024, no earlier than 6:00 P.M., in the Griffin Room at Harwich Town Hall, 732 Main Street, Harwich MA 02645. Remote participation is also available. Please see the posted agenda for dial in information.

Select Board
Local Licensing Authority

Cape Cod Chronicle
February 15, 2024



HARWICHPolice

DEPARTMENT

183 Sisson Road, Harwich, MA 02645

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



DAVID J. GUILLEMETTE
Chief of Police

KEVIN M. CONSIDINE
Deputy Chief

Memorandum

TO: Select Board
Joseph Powers
Town Administrator

FROM: Kevin M. Considine 
Deputy Chief of Police

DATE: February 1, 2024

SUBJECT: Application for Transfer of License for Milano Hospitality Group, LLC.
(DBA Milano's Italian Kitchen) 278 Route 28, West Harwich, MA
02671. Manager Francis Wiacek Jr.

The Police Department has no objections regarding the Application for a Transfer of License to Milano's Italian Kitchen. A background investigation of the proposed individual(s) indicates no liquor code violations or disqualifying history.

If you have any questions or need further clarification, please feel free to contact me at your earliest convenience.



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
 www.mass.gov/abcc

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
 MONETARY TRANSMITTAL FORM**

APPLICATION FOR A TRANSFER OF LICENSE

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

ECRT CODE: RETA

Please make \$200.00 payment here: [ABCC PAYMENT WEBSITE](#)

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN

STATE

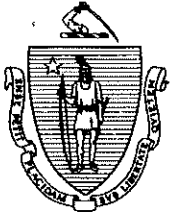
ZIP CODE

For the following transactions (Check all that apply):

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input checked="" type="checkbox"/> Transfer of License | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | | <input type="checkbox"/> Other <input type="text"/> | <input type="checkbox"/> Change of DBA |

THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL

Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3
 Chelsea, MA 02150-2358



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
 www.mass.gov/abcc

APPLICATION FOR A TRANSFER OF LICENSE

Municipality

1. TRANSACTION INFORMATION

- Transfer of License
- Alteration of Premises
- Change of Location
- Management/Operating Agreement
- Pledge of Inventory
- Pledge of License
- Pledge of Stock
- Other
- Change of Class
- Change of Category
- Change of License Type (\$12 ONLY, e.g. "club" to "restaurant")

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

This has been an Italian restaurant for roughly 23 years. We intend to continue this establish as Italian restaurant.

2. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
<input checked="" type="radio"/> On-Premises-12	<input checked="" type="radio"/> §12 Restaurant	<input checked="" type="radio"/> All Alcoholic Beverages	<input checked="" type="radio"/> Annual

3. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises.

Current or Seller's License Number FEIN

Entity Name

DBA Manager of Record

Street Address

Phone Email

Add'l Phone Website

4. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. If this application alters the current premises, provide the specific changes from the last approved description. You must also submit a floor plan.

This is an existing restaurant operating in a house built in the 1850's. There are 3 rooms for food and beverage service internally as well as an outdoor patio area for seasonal service. The patio seating will be in lieu of indoor seating, total capacity will not exceed 51. Liquor will be stored in a locked office on the second floor.

Total Sq. Footage	<input type="text" value="1,000"/>	Seating Capacity	<input type="text" value="51"/>	Occupancy Number	<input type="text" value="51"/>
Number of Entrances	<input type="text" value="4"/>	Number of Exits	<input type="text" value="4"/>	Number of Floors	<input type="text" value="1"/>

ADDITIONAL INFORMATION

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.

We are purchasing an existing restaurant, Villa Roma, that has been in operation for approximately 23 years. Our plan is to keep it very similar to the existing restaurant. Refreshing the interior with new flooring, paint, fixtures, etc. Keeping the great Italian food classics that they have been serving with some more modern dishes mixed in. Currently there is a bar/lounge area with a small bar and three tables for food and drink service. We would like to expand the actual bar (replacing the lounge tables) in order to make it easier and more approachable for a single or couple to come and grab a nice meal, watch a game, enjoy some conversation. As well, in the summer, we would like to move some of the seating capacity to the patio and have dinner service a 4 tables outside (if possible). This capacity will not be more than the total seating capacity, we would simply move 4 tables to the patio outside.

This is a small, family owned business. Our intention is to build a great reputation with the town, locals, and seasonal visitors for high quality food and service for decades to come.

APPLICANT'S STATEMENT

I, Francis Wiacek Jr the: sole proprietor; partner; corporate principal; LLC/LLP manager
Authorized Signatory
of Milano Hospitality Group, LLC
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature:

Francis Wiacek Jr

Date:

1/29/24

Title:

Manager

CORPORATE VOTE

The Board of Directors or LLC Managers of Milano Hospitality Group, LLC
Entity Name

duly voted to apply to the Licensing Authority of Harwich and the
City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on 01-11-2024
Date of Meeting

For the following transactions (Check all that apply):

- | | | | |
|--|---|--|---|
| <input type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input checked="" type="checkbox"/> Transfer of License | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | | <input type="checkbox"/> Other | <input type="checkbox"/> Change of DBA |

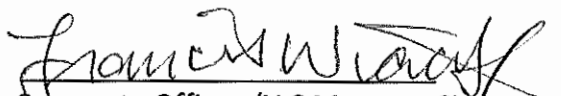
“VOTED: To authorize Francis Wiacek Jr
Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted.”

“VOTED: To appoint Francis Wiacek Jr
Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts.”

A true copy attest,


Corporate Officer /LLC Manager Signature

FRANCIS WIACEK JR.
(Print Name)

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

(Print Name)

TOWN OF HARWICH
NOTICE OF PUBLIC HEARING
FEBRUARY 12, 2024

Pursuant to M.G.L. c. 83, §10 and Chapter 295 of the Code of the Town of Harwich, the Select Board, acting as the Town of Harwich Stormwater Authority, will hold a public hearing on Monday, February 12, 2024 no earlier than 6:00 P.M. in the Griffin Room at the Harwich Town Hall, 732 Main Street, Harwich, MA 02645.

Down Cape Engineering, as representative, Christopher Our, as applicant and Mark Giarrusso, as owner seeks a Local Stormwater Permit through application filed pursuant to the Town of Harwich Comprehensive Stormwater and Illicit Discharge Regulations for a proposed seven (7) lot subdivision plan "Wildlife Circle". The property is located off Littlefield Pond Road; Assessors Map 65, Parcel R2-2/0.

All abutters and other interested persons are invited to attend. For further information, please contact the Administration Office at 508-430-7513. Application package available for review at <https://www.harwich-ma.gov/engineering/pages/stormwater-permits>

Select Board

Cape Cod Chronicle
February 12, 2024

JOINT MEETING
WITH SELECT BOARD
AND BY-LAW
CHARTER REVIEW

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

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

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

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

Topics for future discussion and consideration

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

Current proposals for Charter

Charter of Town of Harwich

Chapter 1 Town Incorporation, Form of Government and Powers

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

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

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

Chapter 2 Town Meeting

2-2-2 (changes underlined)

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

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

Under 2-3 Procedures

New language

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

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

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

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

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

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

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

Section 2-8-1 (changes underlined)

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

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

Proposed New section

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

Current

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

Proposed new language

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

Chapter 4 The Town Administrator

Proposed changes

Current 4-3-1

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

Proposed (changed underlined and strike thru)

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

4-3-2(e)

Current

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

Proposed (changed underlined and strike thru)

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

4-3-2 (i)

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

4-4-3

Current

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

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

4-5-2

Current

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

Proposed (new language underlined, strike throughs)

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

Proposals for Bylaws of the Town of Harwich

Part 1 Chapter 7 Administration

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

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

Proposed new wording:

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

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

Part 1 Chapter 271 Town Meeting

Current Section 271-3

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

Proposed (new language underlined)

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

Current Section 271-16

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

Proposed (changed underlined, strike thru)

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

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

Submitted by By-law/Charter Review Committee

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

To Julie Kavanagh, Chair Select Board
From Linda Cebula, Chair, By-law/Charter Review Committee
RE reporting relationship of Human Resources position
Date February 21, 2024

At the meeting of the Select Board held on 1/2/2024, the Select Board voted to request the By-law/Charter Review Committee (BCRC) to craft language for a charter change that would allow the above position (not yet authorized or funded by town meeting) to report to both the Town Administrator and the Select Board.

It should be noted that a charter change does not become effective immediately upon town meeting approval: the proposed change will then be on the next town wide ballot (current practice). This means that, even if town meeting in May 2024 approves this change, the change will not be effective until the May 2025 results of the May 2025 town ballot are certified. Consideration should be given to holding all charter changes as proposed by the committee for a fall town meeting to fully communicate the changes to the voters. Moving to the fall does not change the May 2025 election process: there will be no time lost to bringing these to a fall town meeting.

While current charter language does not allow the select board to interact with town department heads except through the town administrator, there does not appear to be any specific prohibitions for the select board to request information directly or to have conversations with town employees. There was not a request to craft language changing the overall prohibition, however BCRC offers that language as well. There was also not a request as to what entity appoints this position, so BCRC also offers that language.

The BCRC has met, and after discussion, offers the following recommendations for charter language for this dual reporting concept.

Current Chapter 3 Board of Selectmen Section 7 Prohibitions

C3-7-1 Except for the purpose of investigation authorized by this charter, the board of selectmen shall deal with town officers and employees who are subject to the direction and supervision of the town administrator solely through the town administrator, and neither the board nor its members shall give orders to these officers or employees, either publicly or privately.

Suggestion 1: Add to 3-7-1 Prohibitions (changes underlines)
[follows either publicly or privately] , except for a Human Resources Director who shall report to both the select board and the town administrator.

Suggestion 2: Change 3-7-1 Prohibitions (changes underlined or strike out)

Except for the purpose of investigation authorized by this charter, the select board shall not generally give orders or direction to those town officers or employees who are subject to the direction and supervision of the town administrator ~~solely through the town~~

administrator, and neither the board nor its members shall give orders to these officers or employees, either publicly or privately. The select board shall be able to communicate with, and request information from all department heads.

Current Chapter 3 Board of Selectmen Section 6 Powers of Appointment

C3-6-1 Except as may otherwise provided by General laws, this charter, or the personnel by-law, the Board of Selectmen shall have the power to appoint and remove: a) a town administrator as provided in chapter 4; b) a town counsel; c) a finance director; d) a police chief; e) a fire chief; f) 3 assessors for overlapping 3-year terms; g) 3 members of a board of registrars of voters for overlapping 3-year terms; h) election officers; and i) 1 or more constables.

Suggestion 3: add to Section 3-6-1 (changes underlined)
(after h) election officers,) i) 1 or more constables, and j) a human resources director.

The committee welcomes the ability to discuss these proposals with the select board.

cc: Select Board members Jeff Handler, Don Howell, Michael MacAskill

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

Position Title: Human Resources Generalist
Classification: Personnel Bylaw M-4
FY24 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 the Town Administrator and works collaboratively with the Select Board.

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 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-

Harwich, Massachusetts
Human Resources Generalist Job Description

wide level. Employee has the ability to work collaboratively with the Select Board without limitation or authorization of the Town Administrator.

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 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

Harwich, Massachusetts
Human Resources Generalist Job Description

analyze and interpret legislation, regulations, and data relevant to personnel administration. Ability to maintain accurate and detailed records. Ability to prepare and analyze comprehensive reports.

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

DRAFT

NEW BUSINESS

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: Contract with Eric A. Kinsherf, CPA, LLC

Date: February 29, 2024

Enclosed please find a fully executed contract with Eric Kinsherf, CPA, LLC for services related to assisting in the Treasurer/Collector's office. The contract was procured using best management practices and is exempt from M.G.L. c.30B bidding requirements as it is primarily for training and staff resources. The total value of the contract is not to exceed \$48,000 and expires on June 30, 2024.

As part of this contract for services, this corporation will provide Interim Treasurer/Collector staff to perform the duties of this vacant role until it is filled permanently or until June 30, 2024, whichever comes sooner. Additionally, this contract provides and implements a training plan for existing staff and will fulfill all responsibilities as assigned by the Select Board, acting through the Town Administrator.

PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: Powers, Joseph DEPARTMENT: Administration

FUNDING SOURCE: transferred from salaries and wages line 011451/511900

Appropriated amount: \$301,664.00 Estimated cost: _____ Actual cost: 48,000

PROCUREMENT METHOD:

training is exempt from MGL c.30B

PURCHASE DESCRIPTION:

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

Professional treasurer/collector training and service as Temporary Treasurer/Collector until the end of the fiscal year.

Current vendor provided scope of work at a total contract ^{total} sum of \$48,000 to be billed monthly.

PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW

Funds Available: Finance Director: _____ DocuSigned by: Megan Green Account # 011451 - 511900
36E65676E18A4AC... TRANSFER FROM \$48,000.00

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

AGREEMENT FOR TOWN OF HARWICH

The following provisions shall constitute an Agreement between the Town of Harwich, acting by and through its Town Administrator, hereinafter referred to as "Town," and Eric A. Kinsherf, CPA LLC, with an address of 116 State Road #8, Sagamore Beach, MA 02562, hereinafter referred to as "Contractor", effective as of the 1st day of March, 2024. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town with training and temporary staffing, specifically to:

- Develop a training plan for continued training of staff in the Treasurer/Collector's Office and implement said training;
- Identify and provide access to contractor staff to be appointed Temporary Treasurer/Collector by the Select Board as outlined in MGL, c. 41, §40;
- Perform all other responsibilities as assigned by the Select Board acting through the Town Administrator.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing March 1, 2024 through June 30, 2024.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$48,000.00. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

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

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

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

ARTICLE 5: CONTRACT TERMINATION:

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

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

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

ARTICLE 6: INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 7: AVAILABILITY OF FUNDS:

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

ARTICLE 8: APPLICABLE LAW:

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

ARTICLE 9: ASSIGNMENT:

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

ARTICLE 10: AMENDMENTS:

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or

changes shall be in writing and signed by officials with authority to bind the Town. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

ARTICLE 11: INDEPENDENT CONTRACTOR:

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

ARTICLE 12: INSURANCE:

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

- 1) General Liability with liability coverage for personal injury, bodily injury and property damage including Products and Completed Operations with limits not less than \$1,000,000 per occurrence and \$3,000,000 aggregate. Such insurance shall be written on an occurrence basis. This policy shall provide coverage on a primary and non-contributory basis and should name the Municipality as an "Additional Insured".
- 2) Automobile Liability (applicable for any automobile operating exposure) with limits of not less than \$1,000,000 covering all owned, non-owned, hired, rented or leased vehicles. The Municipality should be named as an "Additional Insured". See Snow Plowing Recommendations
- 3) Workers' Compensation and Employers' Liability Insurance including (i) Workers' Compensation Insurance providing statutory coverage as required by the Commonwealth of Massachusetts, and (ii) Employers' Liability Insurance coverage with limits of not less than \$500,000 per accident. Each contractors, subcontractors, and consultants performing work on or about the Premises shall have similar policies covering their employees.

- 4) Umbrella Liability of at least \$2,000,000 per occurrence with a \$2,000,000 Annual Aggregate. The Municipality should be named as an "Additional Insured".

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

ARTICLE 13: SEVERABILITY:

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

ARTICLE 14: ENTIRE AGREEMENT:

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

ARTICLE 15: COUNTERPARTS:

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

CERTIFICATION AS TO PAYMENT OF STATE TAXES

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

99-0457459
Social Security Number or
Federal Identification Number

DocuSigned by:
Eric Kinsherf
Signature of Individual or
Corporate Name

By:
Corporate Officer
(if applicable)

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

CONTRACTOR

TOWN OF HARWICH

By

by its Board of Selectmen Over \$75,000

DocuSigned by:
Eric Kinsherf
43A8E395558D4B5...

Eric A. Kinsherf, CPA LLC

Approved as to Availability of Funds:

by its Town Administrator Up to \$75,000

DocuSigned by:
Megan Green (\$ 48,000.00)
Finance Director Contract Sum

DocuSigned by:
Joseph F. Powers
Joseph F. Powers
Town Administrator

Account/PO # transfer from
011451-511900

Project Name: Treasurer/Collector staff/training

TM Year and Article #: operating budget S&W

Appropriation: \$301,664

Bid Price: \$ 48,000

12/13/18 Revised Procurement Checklist

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

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

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

2. Finance Director has signed that funds are available: S+W Account

Treasurer/collector 011457-511900

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

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

Table with 2 columns: Buildings and Public Works, Goods and Services. Contains various procurement requirements (C1-C7, GS1-GS4) with checkboxes.

Training is exempt from bidding requirements

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

Signature of Town Administrator or Assistant Town Administrator: [Signature]



OFFICE OF THE TOWN ADMINISTRATOR


732 MAIN STREET, HARWICH, MA 02645

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

Phone (508) 430-7513
Fax (508) 432-5039

MEMO

TO: Select Board

FROM: Joseph F. Powers,  Town Administrator

CC: Meggan M. Eldredge, Assistant Town Administrator

RE: Draft articles for consideration to be placed in the 2024 Annual Town Meeting Warrant

DATE: March 1, 2024

The memorandum is submitted relative to New Business Item B of your March 4, 2024 Agenda “to vote to accept and place the following articles in the 2024 Annual Town Meeting Warrant:

- Town Officers & Committees
- Reports of Officers & Committees
- Elected Officials Salaries
- Lease Purchase Agreements
- Defray Library Expenses
- Promote the Town of Harwich
- Herring Fisheries
- Water Infrastructure Investment Fund (WIIF)”

Please note that the “Lease Purchase Agreements” article is included in this packet but requires additional language that is expected to be provided during the budget discussion to be held on March 2, 2024.

Additionally, town counsel has offered additional information on the “WIIF” article. As such, I recommend that you do not place that article into the warrant at this time.

Thank you for your consideration.

TOWN OFFICERS AND COMMITTEES

ARTICLE ##: To choose various Town Officers and Committees.

Explanation:

Finance Committee Recommendation:

FINANCE COMMITTEE RECOMMENDS THIS ARTICLE BE [].
VOTE: YES-0, NO-0

ROLL CALL VOTES:

Select Board:

To accept and adopt:

Yeas: 0 (Zero):

Nays: 0 (Zero):

Julie Kavanagh, Michael MacAskill, Jeffrey Handler, Donald Howell

Finance Committee:

To accept and adopt:

Yeas: 0 (Zero):

Nays: 0 (Zero):

Peter Hughes, Robert McCready, Mark Kelleher, Dana DeCosta, Daniel Tworek, Mark Ameres, Michele Gallucci

ELECTED OFFICIAL SALARIES

ARTICLE ##: To see if the Town will vote the salaries of the Elected Officials of the Town for fiscal year commencing July 1, 2024 and ending June 30, 2025 as follows; and to act fully thereon. Estimated cost: \$136,616

Selectmen (5)	\$2,400 each
Moderator	\$1,000
Water & Wastewater Commissioners (5)	\$1,000 each
Library Trustees (7)	\$1,000 each
Town Clerk	\$111,616

Explanation:

Finance Committee Recommendation:

FINANCE COMMITTEE RECOMMENDS THIS ARTICLE BE [].
VOTE: YES-0, NO-0

ROLL CALL VOTES:

Select Board:

To accept and adopt:

Yeas: 0 (Zero):

Nays: 0 (Zero):

Julie Kavanagh, Michael MacAskill, Jeffrey Handler, Donald Howell

Finance Committee:

To accept and adopt:

Yeas: 0 (Zero):

Nays: 0 (Zero):

Peter Hughes, Robert McCready, Mark Kelleher, Dana DeCosta, Daniel Tworek, Mark Ameres, Michele Gallucci

LEASE PURCHASE AGREEMENTS

ARTICLE ##: To see if the Town will vote to enter into various lease purchase financing agreements for town equipment included in the operating budget for FY 2025, said leases may be a term not to exceed the useful life of the equipment as determined by the Select Board; and to act fully thereon. By request of the Select Board. ***Requires a 2/3 majority vote.***

Explanation: Massachusetts General Law, c. 44, §21C requires a recommendation by the Town Administrator and a two-thirds majority vote of Town Meeting whenever there are items to be funded by lease agreements within the Operating Budget. The lease agreements funded by the operating budget relate to procurements for the [insert department information] in Fiscal Year 2025.

Finance Committee Recommendation:

FINANCE COMMITTEE RECOMMENDS THIS ARTICLE BE [].
VOTE: YES-0, NO-0

ROLL CALL VOTES:

Select Board:

To accept and adopt:

Yeas: 0 (Zero):

Nays: 0 (Zero):

Julie Kavanagh, Michael MacAskill, Jeffrey Handler, Donald Howell

Finance Committee:

To accept and adopt:

Yeas: 0 (Zero):

Nays: 0 (Zero):

Peter Hughes, Robert McCready, Mark Kelleher, Dana DeCosta, Daniel Tworek, Mark Ameres, Michele Gallucci

DEFRAY THE EXPENSES OF THE CHASE LIBRARY AND HARWICH PORT LIBRARY

ARTICLE ##: To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to help defray the expenses of the Chase Library and the Harwich Port Library; said funds to be expended under the direction of the Chase Library and Harwich Port Library Trustee, and to act fully thereon. By request of the Select Board. Estimated cost: \$20,000.

Explanation: This is a customary article wherein the Town of Harwich provides money in support of our two, private community libraries. These two longstanding institutions are a mainstay of our community to the visiting public in the summer months. The funds provide help ensure continuing operations as in years past.

Finance Committee Recommendation:

FINANCE COMMITTEE RECOMMENDS THIS ARTICLE BE [].
VOTE: YES-0, NO-0

ROLL CALL VOTES:

Select Board:

To accept and adopt:

Yeas: 0 (Zero):

Nays: 0 (Zero):

Julie Kavanagh, Michael MacAskill, Jeffrey Handler, Donald Howell

Finance Committee:

To accept and adopt:

Yeas: 0 (Zero):

Nays: 0 (Zero):

Peter Hughes, Robert McCready, Mark Kelleher, Dana DeCosta, Daniel Tworek, Mark Ameres, Michele Gallucci

PROMOTE THE TOWN OF HARWICH

ARTICLE ##: To see if the Town will vote to raise and appropriate and/or transfer from available funds a sufficient sum of money for the Harwich Chamber of Commerce to promote the Town and its businesses and cultural endeavors to advance economic development initiatives for and with the Town of Harwich. Said monies to be used to manage and fulfill year-round visitor/resident/business information services, to promote and market the Town, to generate and initiate materials and activities that encourage the establishment, growth and sustainability of businesses in Harwich, and to implement economic development objectives and activities in partnership with the Town; and to act fully thereon. By request of the Select Board. Estimated cost: \$50,000.

Explanation: This is a customary article that provides funding to the Harwich Chamber of Commerce in support of their efforts promoting the Town of Harwich.

Finance Committee Recommendation:

FINANCE COMMITTEE RECOMMENDS THIS ARTICLE BE []
VOTE: YES-0, NO-0

ROLL CALL VOTES:

Select Board:

To accept and adopt:

Yeas: 0 (Zero):

Nays: 0 (Zero):

Julie Kavanagh, Michael MacAskill, Jeffrey Handler, Donald Howell

Finance Committee:

To accept and adopt:

Yeas: 0 (Zero):

Nays: 0 (Zero):

Peter Hughes, Robert McCready, Mark Kelleher, Dana DeCosta, Daniel Tworek, Mark Ameres, Michele Gallucci

HERRING FISHERIES

ARTICLE ##: To see what action the Town will take in regard to the Herring Fisheries; and to act fully thereon. By request of the Select Board. Estimated cost: \$0.

Explanation: This is a customary article that has appeared in the Town Meeting for several years if not decades.

Finance Committee Recommendation:

FINANCE COMMITTEE RECOMMENDS THIS ARTICLE BE [].
VOTE: YES-0, NO-0

ROLL CALL VOTES:

Select Board:

To accept and adopt:

Yeas: 0 (Zero):

Nays: 0 (Zero):

Julie Kavanagh, Michael MacAskill, Jeffrey Handler, Donald Howell

Finance Committee:

To accept and adopt:

Yeas: 0 (Zero):

Nays: 0 (Zero):

Peter Hughes, Robert McCready, Mark Kelleher, Dana DeCosta, Daniel Tworek, Mark Ameres, Michele Gallucci

February 16, 2024

To: Select Board
Joseph F. Powers, Town Administrator

From: Real Estate & Open Space Committee

At the 2/5/24 Select Board meeting, there was a vote to direct the REOS committee to evaluate #'s 172, 178 and 246 Queen Anne Road for possible disposition. The REOS committee met on 2/16/24. A REOS rep., Margo Fenn, went to the sites to view the properties. In addition, the Conservation Agent, Amy Usowski, visited them as well.

Map 58, Parcel K1-3 - **#172 Queen Anne Road** - under the custody of the BOS since 1995 - approx. 2/3 acre - currently assessed at \$283,400

Map 58, Parcel K1-4 - **#178 Queen Anne Road** - under the custody of the BOS since 1995 - approx. 3/4 acre - currently assessed at \$295,300

Map 58, Parcel 6 - **#246 Queen Anne Road** - under the custody of the BOS since 1990 - approx. 1.4 acres - currently assessed at \$312,000

All parcels are in the industrial zone and all border Rt. 6. Encroachment is visible along some of the property lines. All parcels are somewhat wooded, contain no wetlands, with lots of underbrush and trash. These are **not in** a Zone of contribution, have no natural resource value, and do not support any endangered species or habitats.

Therefore, it is the conclusion of the committee that these three parcels, having no resource value, would be acceptable for disposition.

Sincerely, Elaine Shovlin, Chair, REOS Committee



OFFICE OF THE TOWN ADMINISTRATOR


732 MAIN STREET, HARWICH, MA 02645

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

Phone (508) 430-7513
Fax (508) 432-5039

MEMO

TO: Select Board

FROM: Joseph F. Powers,  Town Administrator

CC: Meggan M. Eldredge, Assistant Town Administrator
Emily Mitchell, Town Clerk
Linda Cebula, Chair, Bylaw/Charter Review Committee

RE: Discussion on potential warrant article regarding a potential Charter change

DATE: March 1, 2024

The memorandum is submitted relative to New Business Item E concerning a discussion of a prospective warrant article to amend the Charter.

The Town Clerk was recently informed by the codification vendor updating the Town Code they flagged five sections of the charter (3-1-2, 4-4-2, 8-1-1, 9-2-4, 9-3-3) and indicated that these sections are not covered by the article language (2022 ATM Article 40, attached). As such, they could not make those changes without future Town Meeting action.

Town Counsel has reviewed the matter and concurred that this matter must be corrected by way of a warrant article (and future ballot question).

I will work with Counsel upon your directive to create said article for the 2024 Annual Town Meeting warrant.

Thank you for your consideration.



Town of Harwich TOWN CLERK

Harwich Town Hall □ 732 Main Street □ Harwich, MA 02645
Tel: 508-430-7516 Fax: 508-430-7517

The following is a True Copy of Article 40 of the Annual Town Meeting held on May 2, 2022, and the vote passed thereunder.

CHANGE SELECTMEN TO SELECT BOARD

ARTICLE 40: To see if the Town will vote to adopt the following proposed order of amendment to the Town of Harwich Charter by striking out the words “Board of Selectmen” wherever they appear, and inserting in place thereof, in each instance, the words “Select Board”; and to insert a new subsection in the Charter section 3-1-3 to read as follows: 3-1-3 The Select Board shall have the full role of and all powers and authorities of a Board of Selectmen under any general or special laws, and its members and officers shall have the full role of and all of the powers and authority of the members and officers of a Board of Selectmen under any general or special laws; and further to amend Section 2-8-2 of the Charter by replacing the words “Chairman of the Committee” with “Chair of the Committee”; and further to amend section 7-1-3 of the Charter by replacing “Chairman of an Agency” with “Chair of an Agency”; and further to delete the definition of “He/His” in section 10.3.1, and further to authorize the Town Clerk to prepare a revised version of the Charter consistent with this vote for submission to the State Archivist; and to act fully thereon. By request of the Board of Selectmen.

MOTION FOR ARTICLE 40: Finance Committee Chair Jonathan Chorey moved that the article be accepted and adopted as printed in the warrant. Duly Seconded.

ACTION: The Town Voted YES; the Moderator declared a two-thirds vote.

A True Copy, Attest:

Emily Mitchell, Harwich Town Clerk

**Town of Harwich
RECREATION AND YOUTH COMMISSION
RULES FOR USE OF BALL FIELDS & PARKS**

1. The fields & parks are under the jurisdiction of the Recreation and Youth Commission. **All field use requests must be submitted by February 1st, final decisions on field bookings will be made by February 20th.** Applicants will be notified of their approved dates no later than February 28th. Any requests received after February 1st are dependent upon open field dates. November 1st is the deadline for play.
2. Board of Selectman's Town-wide Facilities Use Policy: Use of all Town of Harwich property and facilities are restricted to Town entities and **Not-for-Profit/Charitable** organizations. A letter, IRS 501c 3 certificate of tax-exempt status or articles of organization, shall be provided by the organization to verify **Not-for-Profit/Charitable** status. Insurance certificates will also be requested unless otherwise covered under the jurisdiction's use policy.
3. **ALL TEAMS USING WHITEHOUSE FIELD MUST SIGN IN AND SIGN OUT UPON EACH USE, BEFORE GAME TIME** regardless of whether using the lights or not. The book is located in the shed on third base line.
4. It is the responsibility of the team or organization using the field to canvas the entire field including dugouts, bleachers, and the entrance to the field. Trash is to be neatly deposited in **LINED** trash cans. **TRASH LINERS ARE TO BE PROVIDED AND USED BY FIELD USERS.** Fields are to be left clean. Anyone not adhering may be subject to denial of field use by the Commission.
5. Whitehouse Field is reserved for **GAMES ONLY** there will be no practices or scrimmages with the only exceptions being the Monomoy Regional High School Varsity Baseball Team and the Harwich Mariners.
6. There will be **NO** batting practice against **ANY** fence on any field.
7. No person shall cut, break, remove, deface, defile or ill-use any building, structure, fence, or sign belonging to the Town, or have any part thereof.
8. No person shall post, paint, affix or display any sign, notice, placard or advertising device without express written permission of this Commission **and Harwich Building Department.** All proposed physical changes to the existing fields and parks must be submitted in writing to this Commission for approval.
9. No person shall engage in business, sell, or display for sale, goods, wares or circulars without express written permission of the Recreation Commission.
10. No fires and/or outdoor cooking are allowed except by permit from this Commission.
11. The use of alcoholic beverages is strictly prohibited on all Town property under the jurisdiction of the Recreation Commission. **A one day liquor/alcohol license may be obtained with the approval of the Harwich Selectboard.**
12. No dogs, horses, or other animals are allowed on the fields or parks at any time.
13. Tents, campers, or trailers are not permitted and no sleeping is allowed in vehicles or on the fields or parks.
14. **All vehicles must park in school parking lot at White House Field.** Parking is allowed only in strictly designated areas at other fields. See signs.
15. FIELD MAINTENANCE: The Harwich Highway and Maintenance Division is responsible for ball field and park maintenance. They wish teams and organizations using fields and parks to help their small staff in any way possible, dragging the fields after games, etc. Teams using Whitehouse Field may obtain keys to the supply storage building. **THE DECISION WHETHER OR NOT THE FIELD MAY BE PLAYED ON AFTER INCLEMENT WEATHER WILL BE MADE BY THE RECREATION DIRECTOR OR A REPRESENTATIVE OF THE HIGHWAYS AND MAINTENANCE DEPARTMENT ONLY.**
16. All rules will be enforced by the Harwich Police Department, the Harwich Recreation Department, and the Harwich Highway Maintenance Department Manager.
17. This Commission reserves the right to change these rules at any time.
18. A \$300 Key Deposit shall be charged for use of facility keys. All keys must be returned to Recreation by November 15th of each year. Organizations not returning all keys by November 15th will lose their deposit and will not be eligible for field use for the following season.
19. This Commission reserves the right to deny use of parks or fields to any organization that does not adhere to these rules.



BOARD OF SELECTMEN POLICY #

Date: March 20, 2001

Re: Board of Selectmen's Town-wide Facilities Use Policy

Use of all Town of Harwich property and facilities are restricted to Town entities and not-for-profit organizations. A letter, IRS 501(c) 3 certificate of tax exempt status, or other documentation shall be provided by the organization to verify not-for-profit status. Insurance certificates will also be requested as unless otherwise covered under the jurisdiction's use policies.

All uses of Town of Harwich property and facilities will be subject to permitting and licensing requirements, in addition to other requirements of the jurisdiction responsible for oversight of the property or facility.

The following property and its jurisdiction should follow the Town-wide property and facilities use-policy, which shall include their internal policies for detailed guidance and procedures germane to the property:

JURISTICICTION	PROPERTY or FACILITY
School Department	All School Department buildings and ball fields except those under Rec. & Youth
Recreation & Youth Department	Beaches, Brooks Park, Whitehouse Field, Potter Field
Community Center	Facility use policy to be approved @ later date by the Board of Selectmen
Fire Department	Town and non-profit uses with Fire Chief's policy and directives *subject to operational /emergency priorities
Police Department	Town and non-profit uses with Police Chief's policy and directives *subject to operational /emergency priorities
Town Administrator	Town Hall; Old Recreation Building Sisson Rd; Albro House (joint coordination with School Dept.);
Harbormaster	Allens, Wychmere, Sacquatucket – commercial and pleasure craft have restricted uses as part of the Harbor Management Plan; Memo of Understanding (with Restrictions) Sacquatucket

All questions for use of all property or facilities not listed under the above jurisdiction table should be directed to the Town Administrator's office for determination of approval authority.

BOARD OF SELECTMEN

Voted and adopted at a public meeting of the Board of Selectmen held on Monday, March 26th, 2001



Town of Harwich Recreation Department

100 Oak Street, Harwich, MA 02645 | 508-430-7553 | Eric J. Beebe, Director

Use of Facility Form **ONE FORM PER FACILITY**

Beach or Park _____ (name of location)
 Brooks Park & Gazebo
 Brooks Field / Pickleball or Tennis Courts)/ Pavilion
 Bassett Softball Field @ Veteran's
 Crowell Baseball Field @ Veteran
 Brooks Park & Pavilion

Sr. Memorial Field
 Potter Field
 J McPhee Soccer Field
 Whitehouse Field

Payment Details \$ _____ /ck # _____

****Non-Profit 501c3 Organizations may apply for fee waivers/reductions through written request to the Harwich Recreation & Youth Commission – requests will be considered on a case by case basis**

Organization: _____ Contact Person: _____

Mailing Address: _____ City/ST/Zip: _____

Email _____ Cell phone: _____

Purpose/Event: _____ # of Attendees: _____

Date(s) Requested: _____

(ALL DATES ARE SUBJECT TO AVAILABILITY)

Time Block(s) Requested: _____ Additional Info: _____

- ❖ Use of temporary tents larger than 12'x12' require location approval and a separate Town TENT PERMIT
- ❖ Use of tent stakes over 4" requires ADDITIONAL PERMISSIONS
- ❖ Activities dispensing food to the PUBLIC requires Harwich Board of Health PERMIT
- ❖ Approval pending all other required Town permits and approvals
- ❖ If attendees are 100+ you must provide a port-o-potty for each additional 50 people.*
- ❖ When using Veterans Field complex and the Harwich Community Center is closed, ONE portable restrooms per 50 people are required to be provided by the organizer/user.
- ❖ **Facility/Field/Park/Beach/Court Use based on designated 3- hour time blocks: 8am-11am, 11am-2pm, 2pm-5pm, 5pm-8pm**
- ❖ **Use of two or more time blocks in a day constitutes full day rental fee**

USE	FEE	CAP	REFUNDABLE DEPOSIT	TOTAL DUE
FIELD, PARK, BEACH OR COURT - ONE USE	\$30.00	\$1500	\$50.00*	_____
		*75 or more uses – Cap - \$2000		
WHITEHOUSE FIELD - ONE USE	\$70.00	\$2000	\$50.00*	_____
		*50 or more uses – Cap - \$2500		
FIELD/WHF MULTI DAY USE	\$175/FIELD/DAY		\$50.00-\$500*	_____
PARK, BEACH OR FIELD USE – FULL DAY WEDDING, FUNCTION, OR SPECIAL EVENT	\$175		\$50.00-\$500*	_____
FIELD, PARK, BEACH - MULTI DAY EVENT	\$175/DAY		\$50.00-\$500*	_____
USE OF ELECTRICITY - PARKS	\$35/DAY		\$50.00*	_____
WHF LIGHT USAGE CHARGE/PER USE (BILLABLE IN ¼ HOUR INCREMENTS)	\$80.00/HOUR		\$500.00*	_____
BEACH COOK FIRE PERMIT	\$ 20.00		\$50.00* (SEPARATE CHECKS!)	_____

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

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

Initials

APPLICANT

SIGNATURE: _____

TITLE _____

DATE _____

BY: _____, Recreation Representative

TOWN OF HARWICH

GENERAL FEE WAIVER POLICY FOR NON-PROFIT ORGANIZATIONS

It shall be the general policy of the Town of Harwich to reduce or waive a license, permit or user fee if there exists a need that is clearly defined and documented by a non-profit organization, and such reduction or waiver is in the best interest of the Town.

Board of Selectmen

It shall be the policy of the Board of Selectmen, as the Licensing Authority for the Town of Harwich, that any applicant seeking a fee reduction or waiver will follow all application procedures in applying for any license issued by the Board.

In order to qualify for non-profit status, non-profit applicants must provide a tax-exempt number.

The licensing fee, as established by the License Fee Schedule, may be reduced or waived by the Board if, in the opinion of the Board, there is a need and it determines that the service the applicant offers to the Town, and a reduction or waiver of the associated fee, is in the best interest of the Town.

The Board's waiver or reduction of a licensing fee will be determined on a case-by-case basis by written request to the Board with a minimum of 2 weeks notice to the Town Administrator's Office.

All Other Departments, Commissions or Boards

Applicants seeking a fee reduction or waiver from any Department, Commission or Board of the Town of Harwich must follow all application procedures established by such Department, Commission or Board.

In order to qualify for non-profit status, non-profit applicants must provide a tax-exempt number.

The reduction or waiver of a license, permit, or user fee, as established by such Department, Commission or Board, may be granted if, in the opinion of the particular Department Head, Commission or Board, there is a need and it determines that the service the applicant offers to the Town, and a reduction or waiver of the associated fee, is in the best interest of the Town.

Such waiver or reduction of a fee will be determined on a case-by-case basis by written request to the particular Department, Commission or Board. The Planning Board, Board of Health, Conservation Commission, Recreation and Youth Commission, Waterways Commission, Library Trustees, Facilities Committee, and Board of Water Commissioners may act to reduce or waive fees under a specific policy adopted by these Boards and Commissions that is consistent with this general fee waiver policy. All other reductions or waivers of fees must be presented for consideration to the Board of Selectmen based on a recommendation by the Department Head.

It is further acknowledged by the Town of Harwich that there are certain licenses or permits which, while administered by the Town of Harwich, provide for some or the entire fee to go to the Commonwealth of Massachusetts and that, in such cases, the associated fees may not be waived. Furthermore, where fees for specific groups are dealt with by a General Law, a reduction or waiver of such fees may not be established which is inconsistent with such statute or statutory procedure.

Date Adopted: _____ 8/9/10 _____



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 A+G Accident repair, Inc.

D/B/A Cranberry Collision PHONE [REDACTED]

BUSINESS ADDRESS 161 Queen Anne Rd. Harwich MA 02645

MAILING ADDRESS 161 Queen Anne Rd. Harwich MA 02645

NAME OF OWNER Tyler Goble + Dertis Almanza

EMAIL ADDRESS admin1@cranberrycollision.com

IF CORPORATION OR PARTNERSHIP, LIST OFFICER INFORMATION BELOW.

Name	Title	Address
<u>Tyler Goble</u>	<u>owner</u>	[REDACTED]
<u>Dertis Almanza</u>	<u>owner</u>	[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.

Dominique A 2/21/2024
Signature of Applicant, Owner or Manager Date

[REDACTED]
Federal I.D. #

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



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

APPLICATION FOR A SPECIAL PERMIT

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

Applicants Name Sativa Phone [REDACTED]

Mailing Address 517 RT 28 Harwich port MA 02646

Owners Name & Address Calista Remondino

Email Address hannah@shopsolis.com

REQUIRED FOR ONE DAY ENTERTAINMENT – PLEASE PRINT

- The date & time (I.E. 4 P.M. to 10 P.M.) you are requesting to have entertainment
11-5 ~~noon~~ 4 P.M. 5/25/24 AM
- Location of entertainment (Inside and/or outside)
outside in our parking lot
- Address where entertainment will be playing
517 RT 28 Harwich port MA 02646
- Event Information
Celebrating our business' 25th year with a small event for our customers.
- Indicate if there will be food service
Yes
No

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

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

REQUIRED FOR ONE DAY LIQUOR/ROAD RACE/CRAFT FAIR/ANY OTHER EVENT

Address of Event 517 RT 28 Harwich port MA 02646

Date & Time May 25th ~~noon-4 P.M.~~ 11-5pm

Route/Location for Road Race AM

Indicate if there be food service

Yes _____
No ✓

Provide any additional information necessary for the Board of Selectmen _____

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

[Signature] Federal I.D. # [Redacted]
Signature of applicant & title

[Signature] owner Federal I.D. # _____
Signature of individual or corporate name

Signature of Manager Federal I.D. # _____

Signature of Partner Federal I.D. # _____

REGULATORY COMPLIANCE FORM

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

DocuSigned by:
Jack Mee
Building Commissioner

DocuSigned by:
Carrie Schaner
Board of Health

DocuSigned by:
Eric Young
Fire Department

DocuSigned by:
Kevin Conidine
Police Department

DocuSigned by:
Eric Bulch
Recreation Department

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

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

HARWICH, MASSACHUSETTS
COMMUNITY PRESERVATION ACT
GRANT AGREEMENT
FOR

Harwich Affordable Housing Trust

This GRANT AGREEMENT is made on this 2nd day of January 2024, by and between the **Town of HARWICH** (the "Town"), a Massachusetts municipal corporation acting by and through the Board of Selectmen, having its usual place of business at 732 Main Street, Harwich, MA 02645, and Harwich Affordable Housing Trust (the "Grantee"), having an address of 732 Main Street, Harwich, MA 02645.

WITNESSETH:

WHEREAS, the Harwich Community Preservation Committee (the "CPC") invited submission of proposals for grants of funds for purposes consistent with the Community Preservation Act, G.L. c. 44B (the "Act"); and

WHEREAS, the Grantee submitted a proposal in response thereto (the "Proposal"), and the CPC reviewed and approved the Proposal and recommended that Town Meeting vote to appropriate from the Community Preservation Fund the sum of \$500,000 to be used for the purpose of funding the Affordable Housing Trust, as set forth more particularly in the Proposal (the "Project") attached hereto as Exhibit A hereto; and

WHEREAS, the Harwich Annual Town Meeting thereafter appropriated the funds recommended by the CPC for the Project and the Town is authorized to enter into a grant agreement with the Grantee for the purposes set forth in the Proposal;

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

1. Funding. As recommended by the CPC under Article 25 of the 2023 Harwich Annual Town Meeting, and as appropriated by said Town Meeting, the Town shall grant to the Grantee the sum of \$500,000 (the "Funds" or the "Grant Amount") on the condition that the Grantee shall use the Funds only for the purposes of the Project, as set forth more particularly in the Proposal and documents attached thereto, and in accordance with the terms of this Grant Agreement.
2. Conditions.
 - a) Work on the Project must commence within 6 months from the first date of the fiscal year following the Town Meeting vote to appropriate funds for the Project (the "Commencement Date"). All work must be done within 3 years from the Commencement Date, unless extended by the Town.

- b) Excess or unused Funds will be returned to the Community Preservation General Fund if the Project has not begun or the Project has not been completed as provided for in Section 2(a).
3. Contact. The Grantee shall identify in writing a contact person responsible for administration of the Project and a second person, authorized to act if the contact person is unavailable.
 4. Budget/Other Sources of Funding. Prior to the commencement of any work, the Grantee shall submit a complete budget for the Project, including all final bids that account for the expenditure of all Funds awarded under this Grant Agreement, and all other sources of funding, if necessary, to complete the Project as described herein. Reimbursement for funds spent will not commence unless sufficient sources of funding have been secured to complete the Project and the Project budget has been approved by the Town. If the Town determines that funds have been spent on goods and/or services not included in the Project budget or otherwise not authorized under the Act, reimbursement may not be authorized.
 5. Liability of the Town. The Town's liability hereunder shall be to make the payment specified in Section 1 of this Grant Agreement, provided that the conditions set forth in Sections 2 and 10 are followed, and the Town shall be under no further obligation or liability. Nothing in this Grant Agreement shall be construed to render the Town or any elected or appointed official or employee of the Town, or their successors in office, personally liable for any obligation under this Grant Agreement.
 6. Indemnification. The Grantee shall indemnify, defend, and hold the Town and its departments, officers, employees, servants and agents harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorneys' fees, arising out of or relating to the Grantee's performance of the Project, the condition of the Property, or the negligence or misconduct of the Grantee or the Grantee's agents or employees.
 7. Reports; Inspection. The Grantee shall provide the Town with progress reports semi-annual (every six (6) months) intervals beginning thirty (30) days from the date this Grant Agreement is signed, for so long as the Funds remain unexpended, and with final notification within thirty (30) days after the completion of the Project. The Town reserves the right to require supplementary information from the Grantee. The Town shall have the right, upon reasonable request, to inspect the work of the Grantee, including the right to enter the Property and the Building.
 8. Public Records; Contract Documents. All documents relating to the Project, including, but not limited to, photographs, videos, etc., submitted to the CPC or the Town shall become the property of the Town and shall be available for use by the Town and available by the public under the Massachusetts Public Records Law. The Contract Documents consist of this Grant Agreement and the Proposal. The Contract Documents constitute the entire agreement between the parties concerning the Project.

9. Project Application. The Grantee's Project application shall be subject to such reasonable conditions as the Town may impose upon the award of the grant, which shall be attached to and be a part of the Proposal. The Town reserves the right to review all final plans and the reasonableness of the scope of work items to be taken to accomplish the stated Project goals.
10. Record Keeping. The Grantee agrees to keep, for a period of five (5) years after the Project is completed, such records with respect to the utilization and the proceeds of this Grant Agreement as are kept in the normal course of business and such additional records as may be required by the Town. The Grantee further agrees to make these records available to the Town upon request.
11. Payments. The Town shall disburse the Grant Amount during the the Project, which disbursements shall be apportioned based on the work done and made no more than once a month and paid only upon the presentment of detailed invoices from the Grantee or the Grantee's contractor listing in detail the work performed and the cost thereof. The Town shall have the right to ask for supplementary information, including documentation from the restoration contractor confirming the extent of the work performed. Prior to any payment, the Town shall have the right to enter the Property, including the Building, to inspect the work. No payment shall be made until the Town reasonably determines that the work has been done in a good and workmanlike manner and substantially in compliance with the Contract Documents. The Grantee shall use the Grant Amount only for the purpose of the Project, as described in the Contract Documents. The entire cost of constructing the Project in excess of the Grant Amount shall be paid by Grantee. Notwithstanding anything herein to the contrary, if the actual total cost of the Project is less than the Grant Amount (the difference between the two amounts referred to hereinafter as the "Excess"), the Town shall have no obligation to pay the Excess.
12. Successors and Assigns. This Grant Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. The Grantee shall not assign, subcontract or otherwise transfer this Grant Agreement, in whole or in part, without the prior written consent of the Town.
13. Termination. In the event the Grantee fails to fulfill all obligations under the terms of this Grant Agreement, as determined by the Town, and such failure is not cured within forty-five (45) days after the Town has given written notice to the Grantee specifying such failure, the Town shall have the right, in its sole discretion, to terminate this Grant Agreement upon written notice to the Grantee. Upon receipt of said termination notice, the Grantee shall cease to incur additional expenses in connection with this Grant Agreement. Upon termination, the Town shall be free to pursue any rights or remedies provided within this Grant Agreement, including without limitation, recapture of Funds as set forth in Section 14 below. Upon the expiration or earlier termination of this Grant Agreement, all rights and obligations of the parties hereunder shall expire and be of no further force and effect, except that the provisions of Sections 5, 6, 10, 13, 14, and 19 shall survive said expiration or earlier termination.

14. Return of Funds. In the event the Grantee fails to fulfill all obligations under the terms of this Grant Agreement and this Grant Agreement is terminated pursuant to Section 13, any Funds granted to the Grantee under this Grant Agreement and not yet expended shall be returned forthwith to the Town without further expenditure thereof. Moreover, if the purpose of the Agreement is not accomplished, the Project is abandoned, destroyed or acquired by a private, for-profit entity, or if the Grantee fails to fulfill its obligations under the terms of this Grant Agreement as a result of negligent or intentional acts or omissions of the Grantee or its agents, employees, contractors or invitees, the Grantee shall be liable to repay to the Town the entire amount of the Funds provided under this Grant Agreement, and the Town may take such steps as are necessary, including legal action, to recover such funds. Any Funds so returned or recovered shall be placed in the Town's Community Preservation Fund. In the event that the Town takes legal action under this Grant Agreement, the Grantee shall pay any and all costs, including reasonable attorneys' fees, expended for the enforcement of this Grant Agreement.
15. Compliance with Laws. The Grantee shall comply with all federal, state and local laws, rules, regulations and orders applicable to the Project, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required in connection with the Project. No local permit or license is waived by the award of this grant.
16. Notice. Any and all notices, or other communications required or permitted under this Grant Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
17. Community Preservation Act Awareness. Upon completion of the Project, the Grantee agrees to post, at a location mutually acceptable by the parties, a permanent sign stating that the Project was funded through the Community Preservation Fund program. The Grantee shall also identify that the Project was funded by the Town of Harwich in its written materials about the Project, including press releases, brochures, and similar materials.
18. Severability. If any term or condition of this Grant Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Grant Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
19. Governing Law. This Grant Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the Grantee submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Grant Agreement.

[signature page follows]

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

Grantee

By: Larry Ballentine
Name: Mr. Larry Ballentine
Title: Chair, Harwich Affordable Housing Trust

By: J. Powers
Name: Mr. Joe Powers
Title: Harwich Town Administrator

TOWN:

TOWN OF HARWICH,
By its Board of Selectmen

CONTRACTS

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: Contract with Woodard & Curran, Inc.

Date: February 26, 2024

The Municipal Separate Storm Sewer System (MS4) General Permit is issued jointly by the Environmental Protection Agency (EPA) and the Massachusetts Department of Environmental Protection (MassDEP). This permit requires towns to meet six minimum control measures regarding pollution prevention and control as well as public education and outreach in relation to illicit discharge of stormwater.

The Town of Harwich has completed our permit year 5 compliance requirements and this contract will allow us to continue to be in compliance with the MS4 permit year 6 compliance requirements. Year 6 compliance requirements are more extensive than Year 5 in order to meet remaining deliverables of the MS4 Permit. Deliverables include updating our Storm Water Management Plan, our Illicit Discharge Detection and Elimination Program Plan, inventory and inspect our subsurface stormwater control measures, identify and evaluate nitrogen sources, prepare the Permit Year 6 Annual Report, assist with storm drain mapping and conduct quarterly MS4 Stormwater Pollution Prevention Plan inspections.

The cost for this contract is \$93,500 and is funded through the 2022 Annual Town Meeting Article 17. Engineering services are exempt from Chapter 30B. Woodard & Curran, Inc. have been our vendor of choice for MS4 Permit compliance for the past 3 years and I recommend continuing this relationship.

All stormwater information and annual reports can be viewed on the Town of Harwich Engineering Department website.

PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: Eldredge, Meggan **DEPARTMENT:** Administration/Engineering

FUNDING SOURCE: ATM 22 MS4 Updates 01122A2-622017

Appropriated amount: 100,000 **Estimated cost:** _____ **Actual cost:** 93,500

PROCUREMENT METHOD:

Engineering services are exempt. Using best practices. Woodard and Curran are our current vendor for MS4 Permit requirements, procured in FY22 using a Request for Proposals.

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.

Professional Engineering Services for Permit Year 6 Stormwater Management Plan Updates and general MS4 Compliance Assistance.

Scope of Services attached. Estimated Cost: \$93,000.

PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW \$93,500.00
01122A2 - 622017

Funds Available: Finance Director: Megan Green Account # _____
DocuSigned by: 36E65676E18A4AC...

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

**AGREEMENT FOR PROFESSIONAL
ENGINEERING SERVICES
BETWEEN
THE TOWN OF HARWICH, MASSACHUSETTS
AND
WOODARD & CURRAN, INC.
FOR ENGINEERING SERVICES FOR MS4 PERMIT YEAR 6**

OWNER-ENGINEER AGREEMENT

THIS AGREEMENT made this ____ day of March in the year Two Thousand and Twenty Four, between Woodard & Curran Inc. with a usual place of business at 40 Shattuck Road, Suite 110, Andover, MA 01810 hereinafter called the ENGINEER, and the Town of Harwich acting by its Select Board with a usual place of business at 732 Main Street, Harwich, MA 02645 hereinafter called the OWNER.

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

1. Scope of Work

The Engineer shall furnish all labor, materials, equipment and insurance to perform all work required for the project known as MS4 Permit Year 6 Compliance Assistance (the Project), in accordance with the Scope of Services set forth in Attachment A.

2. Contract Price

The Owner shall pay the Engineer for the performance of this Agreement, subject to any additions and deductions provided for herein, in current funds, the not to exceed sum of ninety three thousand five hundred dollars (\$93,500.00).

3. Commencement and Completion of Work

- A. It is agreed that time is of the essence of this Agreement. The Engineer shall commence and prosecute the work under this Agreement upon execution hereof and shall complete the work on or before June 30, 2025.
- B. Time as Essential Condition: It is understood and agreed that the commencement of and completion of the work are essential conditions of this Agreement. It is further agreed that time is of the essence for each and every portion of the Agreement wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Agreement any additional time is allowed for the completion of any work, the new time fixed by such extension shall be of the essence of this Agreement. It is understood and

agreed that the times for the completion of the work are reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality. Notwithstanding any provision to the contrary, Engineer shall perform its services as expeditiously as is consistent with the applicable professional standard of care and the orderly progress of the project related to a particular SOW or Order.

- C. Progress and Completion: Engineer shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure completion within the stipulated number of calendar days.

4. Performance of the Work

- A. Direction of the Work: The Engineer shall supervise and direct the Work, using its reasonable skills and attention, which shall not be less than such state of skill and attention generally rendered by the engineering/design profession for projects similar to the Project in scope, difficulty and location. The Engineer shall be responsible for coordinating all portions of the Work under the Agreement.

- B. Responsibility for the Work:

- (1) The Engineer shall be responsible to the Owner for the acts and omissions of his employees, subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Engineer. Consistent with the standard of care referenced in paragraph A. above, the Engineer shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specifications, estimates and other work or services furnished by him or his consultants and subcontractors. The Engineer shall perform his work under this Agreement in such a competent and professional manner that detail checking and reviewing by the Owner shall not be necessary.
- (2) The Engineer shall not employ additional consultants not named in his proposal to the Owner, nor sublet, assign or transfer any part of his services or obligations under this Agreement without the prior approval and written consent of the Owner. Such written consent shall not in any way relieve the Engineer from his responsibility for the professional and technical accuracy and coordination of all data, designs, drawings, specifications, estimates and other work or services furnished under this Agreement.

- (3) All consultants must be registered and licensed in their respective disciplines if registration and licensure are required under the applicable provisions of Massachusetts law.
- (4) The Engineer and all consultants and subcontractors shall conform their work and services to any guidelines, standards and regulations of any governmental authority applicable to the type of work or services covered by this Agreement, including those of the Massachusetts Highway Department and the Department of Environmental Protection.
- (5) The Engineer shall not be relieved from his obligations to perform the Work in accordance with the requirements of this Agreement either by the activities or duties of the Owner in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Engineer.
- (6) Neither the Owner's review, approval or acceptance of, nor payment for any of the work or services performed shall be construed to operate as a waiver of any rights under the Agreement or any cause of action arising out of the performance of the Agreement.

C. Deliverables, Ownership of Documents: One (1) reproducible copy of all drawings, plans, specifications and other documents prepared by the Engineer shall become the property of the Owner upon payment in full therefor to the Engineer. Ownership of stamped drawings and specifications shall not include the Engineer's certification or stamp. Any re-use of such documents without the Engineer's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the Engineer or to the Engineer's independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as an act in derogation of the Engineer's rights under this Agreement. Notwithstanding any other provision to the contrary, Engineer will retain all right, title and interest, including without limitation all intellectual property rights in and to (a) Engineer's designs, tools, methodologies, programs, proprietary software, software frameworks, source code, specifications; and (b) third-party works or products that Engineer has acquired the rights to use or derivative works or modifications to the same.

D. Notices, Compliance With Laws:

- (1) The Engineer shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority relating to the performance of the Work. The Engineer shall provide the Owner with reproductions of all permits,

licenses and receipts for any fees paid. The Owner shall ensure that the Engineer and its agents and representatives have safe access to the Project site, buildings thereon, and other locations as required to perform the Services.

- (2) If the Engineer observes that any of the Owner's design schemes, outlines or goals are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate modification.
- (3) In the performance of the Work, the Engineer shall comply with all applicable federal, state and local laws and regulations, including those relating to workplace and employee safety.

5. Site Information Not Guaranteed; Engineer's Investigation

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

6. Payments to the Engineer

- A. The Owner shall make payment to the Engineer, monthly, upon approval of the Engineer's requisitions therefor. All requisitions shall be in the same proportionate amount of the Contract Price as the proportion of the work completed to the total scope of work.
- B. If there is a material change in the scope of work, the Owner and the Engineer shall mutually agree to an adjustment in the Contract Price.
- C. If the Owner authorizes the Engineer to perform additional services, the Engineer shall be compensated in an amount mutually agreed upon, in advance, in writing. Except in the case of an emergency, the Engineer shall not perform any additional services until such compensation has been so established.

7. Reimbursement

Except as otherwise included in the Contract Price or otherwise provided for under this Agreement, the Engineer shall be reimbursed by the Owner: (a) at 1.1 times the actual cost to the Engineer of consultants retained to obtain information pursuant to Article 5 hereof or otherwise. No such reimbursement shall be made unless the rates of compensation have been approved, in advance, by the Owner; (b) at 1.1 times the actual cost of additional or specially authorized expense items, as approved by the Owner.

8. Final Payment, Effect

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

9. Terms Required By Law

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

10. Indemnification

- A. General Liability: The Engineer shall indemnify and hold harmless the Owner from and against any and all claims, damages, losses, and expenses, including attorney's fees, to the extent arising out of the performance of this Agreement and to the extent the same relate to matters of general commercial liability, when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent acts or omissions of the Engineer or his employees, agents, subcontractors or representatives.
- B. Professional Liability: The Engineer shall indemnify and hold harmless the Owner from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent acts, negligent errors or omissions of the Engineer or his employees, agents, subcontractors or representatives.
- C. No Limitation of Rights: The indemnification obligation of Engineer under this paragraph 10 is in addition to, and not in limitation of, any other rights and remedies available to the Owner under this Agreement, at law or in equity.

11. Insurance

- A. The Engineer shall at his own expense obtain and maintain a Professional Liability Insurance policy for errors, omissions or negligent acts arising out of the performance of this Agreement in a minimum amount of \$1,000,000.00.
- B. The coverage shall be in force from the time of the agreement to the date when all construction work for the Project is completed and accepted by the Owner. If, however, the policy is a claims made policy, it shall remain in force for a period of six (6) years after completion.

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

- C. The Engineer shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c.152, as amended, to all its employees and shall continue such insurance in full force and effect during the term of the Agreement.
- D. The Engineer shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this Agreement in the event of loss or destruction until the final fee payment is made or all data are turned over to the Owner.
- E. The Engineer shall also maintain public liability insurance, including property damage, bodily injury or death, and personal injury and motor vehicle liability insurance against claims for damages because of bodily injury or death of any person or damage to property.
- F. Certificates and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Agreement. Any cancellation of insurance, whether by the insurers or by the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Owner at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice.
- G. The Owner reserves the right to modify any conditions of this Article with written Agreement of Engineer.

12. Notice

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

13. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.
- B. The Owner shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the Engineer. In the event that the Agreement is terminated pursuant to this subparagraph, the Engineer shall be reimbursed in accordance with the Agreement for all work performed up to the termination date.

14. Miscellaneous

- A. Royalties and Patents: The Engineer shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Engineer shall not be responsible to the extent of any loss resulting directly from a particular design, process or the product of a particular manufacturer or manufacturers where the same have been specified by the Owner, except that if the Engineer believes or has reason to believe that the design, process or product so specified is or may be an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner in writing, and thereafter the Owner insists in writing on the use of the design, process or product specified.
- B. Assignment: The Engineer shall not assign or transfer any of its rights, duties or obligations under this Agreement without the advance written approval of the Owner, in its sole and absolute discretion.
- C. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.
- D. Certification of Tax Compliance: By its execution of this Agreement, the Engineer certifies, pursuant to General Laws Chapter 62C, Section 49A and under the pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.
- E. Neither party shall be responsible or liable to the other for special, indirect, or consequential damages.
- F. The total aggregate liability of the ENGINEER to Owner for any and all claims whatsoever arising out of this Agreement shall not exceed ONE MILLION DOLLARS (\$1,000,000).

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

ENGINEER:

OWNER:

By its Select Board:

By: DocuSigned by:
Dave White
FAC24BBF708C4A6...

Name: Dave White

Title: Senior Vice President

Approved as to availability of funds:

DocuSigned by:
Megan Green
Finance Department

Contract sum: 93,500.00
Account: 01122A2 - 622017
PO: 24060

149234/kope/0003

Via Electronic Mail

January 26, 2024



Meggan Eldredge
Assistant Town Administrator
Town of Harwich Town Hall
723 Main Street
Harwich, MA 02645
Email: meldredge@town.harwich.ma.us

Re: Proposal for Professional Engineering Services
NPDES (MS4) Permit Year 6 Compliance Assistance

Dear Ms. Eldredge:

Woodard & Curran, Inc. (Woodard & Curran) is pleased to present this proposal for professional engineering services to assist the Town of Harwich, Massachusetts (Town) with compliance under the U.S. Environmental Protection Agency (EPA) Municipal Separate Storm Sewer System (MS4) General Permit (Permit) requirements for Permit Year 6.

SCOPE OF WORK

Woodard & Curran will complete the following tasks:

1. Permit Year 6 Stormwater Management Plan Update
2. Permit Year 6 Illicit Discharge Detection and Elimination Plan Update
3. Stormwater Control Measure Inventory Update and Inspections
4. Nitrogen Source Identification Report
5. Permit Year 6 Annual Report Preparation
6. MS4 Mapping and Data Management Support
7. Department of Public Works and Transfer Station Stormwater Pollution Prevention Plan Inspections
8. General MS4 Compliance Assistance

The scope of services for the above tasks are discussed in more detail below:

Task 1: Permit Year 6 Stormwater Management Plan Update

Woodard & Curran will update the Town's Stormwater Management Plan (SWMP) to meet the requirements in Permit Part 1.10.2 of the MS4 Permit. The SWMP update will document changes to Best Management Practices (BMPs) that have occurred since the Permit Year 4 update, the names and titles of people responsible for BMP implementation, impairments and/or total maximum daily loads (TMDL) waterbodies identified in the "Final Massachusetts Integrated List of Waters for the Clean Water Act 2022 Reporting Cycle" (Integrated Waters List), and the results of efforts to complete the required Years 5 and 6 activities.



Woodard & Curran anticipates that the SWMP update will include changes to the text of the SWMP document, updating figures, and inclusion of referenced work products as appendices, as appropriate. These changes will be documented in an amendment log located in an Appendix of the SWMP.

Woodard & Curran will provide a digital draft of the SWMP for the Town's review and comment. Woodard & Curran will address one round of comments and provide a final SWMP in electronic format suitable for posting to the Town webpages.

Task 1 Deliverables:

- *Draft and Final SWMP Update*

Task 2: Permit Year 6 Illicit Discharge Detection and Elimination Plan Update

Woodard & Curran will update the Town's Illicit Discharge Detection and Elimination (IDDE) Program Plan to meet the requirements in Permit Part 2.3.4.6. The IDDE Program Plan update will document changes to the Town's MS4 map identified during outfall and catchment investigations conducted in previous Permit years and incorporate changes related to impaired and/or TMDL waterbodies resultant of the issuance of the Integrated Waters List.

Woodard & Curran will provide a digital draft of the IDDE Program Plan for the Town's review and comment. Woodard & Curran will address one round of comments and provide a final IDDE Program Plan in electronic format suitable for posting to the Town webpages.

Task 2 Deliverables:

- *Draft and Final IDDE Program Plan Update*

Task 3: Stormwater Control Measure Inventory Update and Inspections

Under this Task, Woodard & Curran will integrate municipally-owned stormwater control measures (SCMs) identified or installed since the Permit Year 5 inventory into the Town's SCM inventory and conduct inspections of the Town's SCMs, as required in Permit Part 2.3.7.iii.6.

If previously unmapped SCMs are identified, Woodard & Curran will provide technical support to map the structure in the geographic information system (GIS) geospatial database previously established during Permit Year 5 SCM inventory activities. Field inspections will be conducted to evaluate the condition of each of the Town's identified SCMs and documented in the established SCM GIS geospatial database. The GIS geospatial database will serve as the deliverable for the SCM inventory and Permit Year 6 inspections.

Assumptions:

- Woodard & Curran will inspect subsurface SCMs through manholes or other visually accessible points but will not enter confined spaces. Pole mounted cameras will be used to assist with SCM inspections as field conditions permit.
- It is assumed that the inspection efforts will not require traffic control to open and view the interior of structures. If required, the Town will provide traffic control and/or police details at the Town's expense.



Task 3 Deliverables:

- *Geospatial data will be provided to the Town for incorporation into the Town's ArcGIS geospatial database.*
- *Memorandum summarizing the findings of the municipal SCM inspections.*

Task 4: Nitrogen Source Identification Report

Nutrient loading to waterbodies is a cause of water quality degradation in Cape Cod. Relatedly, several waterbodies in the Town are impaired and/or have an established TMDL for nitrogen. The Town currently implements Permit requirements for nitrogen TMDL waterbodies that include enhanced public education and outreach messaging, preferential selection of SCMs optimized for nitrogen removal, and enhanced street sweeping.

Wychmere Harbor, Pleasant Bay, Round Cove, and Allen's Harbor are listed as impaired for nitrogen in the Integrated Waters List and will require development of a Nitrogen Source Identification Report (NSIR) in accordance with Permit Appendix H.I.1.b. The tasks required to develop this NSIR are provided below.

Task 4a – Review of Watershed Discharge Areas and Nitrogen Load Evaluation

Identifying critical areas where management measures will likely achieve the greatest pollutant load reductions will be an important part of this task. Woodard & Curran will review and delineate watershed boundaries for Wychmere Harbor, Pleasant Bay, Round Cove, and Allen's Harbor. GIS data, including land use/land cover and impervious surfaces will be evaluated to conduct analysis of the Town's Total Nitrogen (TN) contribution to the watersheds and identify areas within each watershed with high TN load potential. Additional analysis related to directly connected impervious area (DCIA) may be conducted based on the results of the watershed-based analysis.

Woodard & Curran will review this initial watershed information and the Appendix H Permit requirements during a meeting with the Town to determine whether there are planned SCM retrofits and/or installations in each watershed and/or determine preferential SCM installation locations and types to inform the integration of feasible nitrogen control opportunities to be evaluated in Task 4b.

Task 4b – Nitrogen Control Opportunities Evaluation

Woodard & Curran will conduct a desktop and field assessment of each watershed to identify municipal SCM installation and/or SCM retrofit opportunity areas with nitrogen reduction potential. Based on the results of the desktop assessment, we will conduct one day of field investigations to verify watershed and built environment characteristics.

Woodard & Curran will prepare a report documenting the desktop and field assessment methodology and findings, prioritization process, recommended SCM installation and/or retrofit strategies, and general permitting considerations for SCM installation/retrofits. The report will include a GIS-based figure of identified SCM installation/retrofit locations and concept design drawings (10%) with relevant generic details and an opinion of cost for up to five identified priority projects. Additionally, Woodard & Curran will also summarize the



projected benefits of implementation of a variety of non-structural SCMs for nitrogen load reduction to complement the structural SCM strategy.

Assumptions:

- Woodard & Curran will obtain soil data from the United States Department of Agriculture Soil Survey to determine suitability of proposed SCM installations/retrofits. No test pits or other subsurface soil exploratory work will be performed.
- Where warranted, Woodard & Curran will inspect existing subsurface SCMs through manholes or other visually accessible points but will not enter confined spaces. Pole-mounted cameras will be used to assist with existing SCM inspections as field conditions permit.
- The Town will provide applicable information, including as-builts and utility plans, in the vicinity of potential and/or retrofit SCM locations. Subsurface utility investigations are not included in the scope of this task.
- It is assumed that the inspection efforts will not require traffic control to open and view the interior of structures. If required, the Town will provide traffic control and/or police details at the Town's expense.

Task 4 Deliverable:

- *Draft and Final Nitrogen Source Identification Report*

Task 5: Permit Year 6 Annual Report Preparation

To comply with Permit Part 4.4 requirements, Woodard & Curran will collaborate with the Town to obtain relevant information and incorporate it into the Permit Year 6 Annual Report template provided to the Town by the EPA by completing the following tasks:

- Attend one meeting with Harwich staff to document activities performed in the Permit Year.
- Facilitate a self-assessment review of compliance with permit conditions, which will include an assessment/evaluation of:
 - The appropriateness of the identified BMPs to meeting Permit requirements;
 - Progress towards achieving the statutory goal of reducing the discharge of pollutants to the maximum extent practicable; and
 - Progress toward meeting the identified measurable goals for each of the Control Measures.
- Summarize and/or obtain outfall screening and catchment investigation activities and other IDDE actions undertaken during previous Permit Year 6 and prior years.
- Summarize stormwater activities planned to be undertaken during the next reporting cycle.
- Identify any change in BMPs or measurable goals and provide justification for those changes.



Woodard & Curran will finalize the Annual Report and deliver it to the Town for certification by the Town Manager and, pending certification, submit the report to the EPA and the Massachusetts Department of Environmental Protection (MassDEP) by September 28, 2024.

Task 5 Deliverables:

- *Draft and Final Annual Report.*
- *Submittal of Annual Report to EPA and MassDEP.*

Task 6: MS4 Mapping and Data Management Support

Under this task, Woodard & Curran will continue to assist the Town with storm drain system map updates to meet MS4 General Permit requirements and enhance the Town's understanding of the configuration of their storm drain system. The mapping and data collection tools will be updated to use the ESRI Field Maps application.

This work will be completed on a time and materials basis to support GIS geospatial data collection and/or updates within the budgeted allowance.

Task 6 Deliverable:

- *Geospatial database(s) related updates, as applicable, for incorporation into the Town's ArcGIS geospatial database.*

Task 7: Department of Public Works and Transfer Station Stormwater Pollution Prevention Plan Inspections

Under this Task, Woodard & Curran will conduct quarterly MS4 Stormwater Pollution Prevention Plan (SWPPP) inspections at the Town's Department of Public Works (DPW) and Transfer Station facilities for the 2024 calendar year, totaling eight inspections (four inspections per location). Woodard & Curran will document the inspections using the information presented in forms provided in the Town's DPW and Transfer Station SWPPP documents, prepared previously by another consultant. Woodard & Curran will provide the completed inspection forms to the Town following each quarterly inspection.

Assumptions:

- This Task does not include support to address any corrective actions identified and recommended during the quarterly SWPPP inspections (if applicable).

Task 7 Deliverables:

- *Completed SWPPP inspection forms.*
- *Geospatial data will be provided to the Town for incorporation into the Town's ArcGIS database.*

Task 8: General MS4 Compliance Assistance

Under this task, Woodard & Curran will attend meetings with the Town to kick off the Permit Year 6 effort and to discuss tasks outlined herein, as necessary. This includes quarterly virtual



meetings from February through September 2024 to provide the status of tasks presented in this proposal.

In addition, Woodard & Curran will provide MS4 General Permit compliance support as requested by the Town. This task may be utilized to support the Town in completing the following activities and/or other activities requested by the Town: evaluation of MS4 General Permit reissuance implications (if the Permit is reissued during this Permit Year); educational messaging updates (content and/or format); website update support; presentation at a public meeting to discuss the progress related to compliance with the MS4 General Permit requirements; operational support; and other MS4 program compliance support as needed.

PROJECT SCHEDULE AND BUDGET

Woodard & Curran is prepared to begin this work as soon as we receive written authorization to proceed. The anticipated schedule for completion of this work is summarized below.

MS4 Permit Year 5 Schedule	Completion
1. Permit Year 6 Stormwater Management Plan Update	June 30, 2024
2. Permit Year 6 Illicit Discharge Detection and Elimination Plan Update	June 30, 2024
3. Stormwater Control Measure Inventory Update and Inspections	June 30, 2024
4. Nitrogen Source Identification Report	June 30, 2024
5. Permit Year 6 Annual Report Preparation	September 28, 2024
6. MS4 Mapping and Data Management Support	September 28, 2024
7. Department of Public Works and Transfer Station Stormwater Pollution Prevention Plan Inspections	December 31, 2024
8. General MS4 Compliance Assistance	June 30, 2024

The proposed budget for the above listed scope of services is \$93,500 and is based on the following budget:

MS4 Permit Year 5 Costs			
Task	Description	Budget	Method
1	Permit Year 6 Stormwater Management Plan Update	\$4,000	Lump Sum
2	Permit Year 6 Illicit Discharge Detection and Elimination Plan Update	\$4,000	Lump Sum
3	Stormwater Control Measure Inventory Update and Inspections	\$10,000	Lump Sum
4	Nitrogen Source Identification Report	\$40,000	Lump Sum
5	Permit Year 6 Annual Report Preparation	\$4,500	Lump Sum
6	MS4 Mapping and Data Management Support	\$15,000	Time & Materials
7	Department of Public Works and Transfer Station Stormwater Pollution Prevention Plan Inspections	\$6,000	Lump Sum
8	General MS4 Compliance Assistance	\$10,000	Time & Materials
	Total:	\$93,500	



This budget will not be exceeded without prior written approval by the Town of Harwich. Monthly invoices will be submitted for the services completed during the previous billing period.

TERMS AND CONDITIONS

This work will be completed in accordance with both the Town's Agreement for Professional Engineering Services and the attached Standard Terms and Conditions. If this proposal is acceptable to you, please sign this letter and the Standard Terms and Conditions and initial each page and return a copy for our files.

We greatly appreciate this opportunity to offer our consulting services and submit our proposal. Please feel free to call Rich Niles at 978-303-7447 or Janelle Bonn at 401-427-1314 if you have any questions regarding this proposal.

Sincerely,

WOODARD & CURRAN, INC.

A handwritten signature in black ink that reads "David A. White".

David White, P.E.
Senior Vice President

A handwritten signature in black ink that reads "Janelle Bonn".

Janelle Bonn
Technical Manager

cc: Garrett Bergey, Woodard & Curran
Rich Niles, Woodard & Curran

PN: 0233366.05

Attachment: Woodard & Curran Standard Terms and Conditions

Project Name: MS4 Permit YR 6 compliance

TM Year and Article #: ATM 2022 art #17

Appropriation: \$100,000

Bid Price: \$ 93,500

12/13/18 Revised Procurement Checklist

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

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

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

- 2. Finance Director has signed that funds are available: 01122A2 Account 622017

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

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

<u>Buildings and Public Works</u>	<u>Goods and Services</u>
<input type="checkbox"/> C1. Please show Prevailing Wage was used.	<input type="checkbox"/> GS1. If procured using the State Bid List :
<input type="checkbox"/> C2. If construction is near \$10,000 you also need: <ul style="list-style-type: none"> <input type="checkbox"/> a. Written spec sheet. <input type="checkbox"/> b. Advertised for two weeks on Central Register and COMMBUYS. <input type="checkbox"/> c. Apparent low bidder posted to Town website. 	<input type="checkbox"/> a. Over \$25,000 please show project was on the Capital Plan <input checked="" type="checkbox"/>
<input type="checkbox"/> C3. If construction over \$25,000 you need C1, C2, as well as: <ul style="list-style-type: none"> <input type="checkbox"/> a. Show project was in the Capital Plan. <input type="checkbox"/> b. Low bidder provides 50% payment bond after Selectmen's countersignature. 	<input type="checkbox"/> GS2. If project is over \$5,000 : <ul style="list-style-type: none"> <input type="checkbox"/> a. Please provide written spec sheet used and who it was sent to. <input type="checkbox"/> b. Maximum contract length is three years.
<input type="checkbox"/> C4. If construction over \$50,000 you need C1, C2, C3, as well as: <ul style="list-style-type: none"> <input type="checkbox"/> a. Bid Bond of 5% of total value. <input type="checkbox"/> b. Sealed Bids. <input type="checkbox"/> c. End of Public Works construction requirements 	<input type="checkbox"/> GS3. If project is over \$50,000 : <ul style="list-style-type: none"> <input type="checkbox"/> a. Show project was advertised for two weeks in a newspaper and on COMMBUYS. <input type="checkbox"/> b. Show project utilized sealed bids. <input type="checkbox"/> c. Apparent low bidder posted to Town website.
<input type="checkbox"/> C5. If Building estimated construction costs are over \$300,000 and estimated design costs are over \$30,000 you'll need to follow the Designer Selection RFQ process: <ul style="list-style-type: none"> <input type="checkbox"/> a. Advertise in Central Register and local newspaper for two weeks. <input type="checkbox"/> b. Set a designer fee or price ceiling. <input type="checkbox"/> c. Use Standard Designer Application Form 	<input type="checkbox"/> GS4. If project is over \$100,000 : <ul style="list-style-type: none"> <input type="checkbox"/> a. Show project was advertised for two weeks in COMMBUYS and Goods and Services Bulletin. <input type="checkbox"/> b. Show project utilized sealed bids.
<input type="checkbox"/> C6. If Building construction over \$150,000 you'll need C1, C2, C3, C4, C5, as well as: <ul style="list-style-type: none"> <input type="checkbox"/> a. 100% payment bond was in bids. <input type="checkbox"/> b. 100% performance bond was in bids. <input type="checkbox"/> c. DCAMM certified bidders. <ul style="list-style-type: none"> <input type="checkbox"/> i. DCAMM certified sub-bids if over \$25,000. 	<p>Note 1: If lowest bidder was found to be either not responsive or not responsible, the Town may begin negotiations with next lowest bidder.</p> <p>Note 2: Bids may be negotiated downwards but never higher than original quote.</p> <p>Note 3: Municipalities shall not provide a down payment, deposit, or provide funding before possession of purchased item.</p> <p style="font-size: 1.2em; margin-top: 10px;"><i>Engineering is exempt.</i></p>
<input type="checkbox"/> C7. If Building construction over \$10,000,000 you'll need C1, C2, C3, C4, C5, C6, as well as: <ul style="list-style-type: none"> a. Solicit qualifications prior to sealed bids. 	

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

Signature of Town Administrator or Assistant Town Administrator: *Melchior*

TOWN
ADMINISTRATOR'S
REPORT

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Joseph F. Powers, *Town Administrator*

Meggan M. Eldredge, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA 02645



Memo

To: Joseph F. Powers, Town Administrator

From: Meggan Eldredge, Assistant Town Administrator

RE: Contract with Marquis Architecture, LLC

Date: February 26, 2024

A Requests for Proposals for conducting a Historic Property Inventory was developed in cooperation with Mr. Bob Doane from the Harwich Historic District and Historical Commission (HDHC). The initial Request for Proposals for Historic Property Inventory was issued in May of 2023 and yielded no bidders. The RFP was re-issued in November of 2023 and yielded one bidder.

After reviewing the proposal with Mr. Doane, it was determined that it was responsive to the request and should be reviewed by the HDHC for review and acceptance of the scope of work. The HDHC chose Option 2 which will cover all properties listed for Harwich Port and Harwich Center. The total for this contract comes to \$33,800. Funding is through the 2020 Annual Town Meeting Article 31 which appropriates \$34,500.

The vendor, Marquis Architecture, LLC will be working closely with HDHC throughout the process which should take approximately 9-12 months to complete.

PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: ELDRIDGE DEPARTMENT: ADMINISTRATION

FUNDING SOURCE: ATM 2020 ARTICLE #31 80271292-620311

Appropriated amount: \$34,500.00 Estimated cost: _____ Actual cost: _____

PROCUREMENT METHOD:

CHAPTER 30 B SUPPLIES AND SERVICES UNDER \$50K

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.

HISTORIC PROPERTY INVENTORY AS APPROVED BY ANNUAL TOWN MEETING IN 2020.
BUDGET OF \$34,500. RFP TO BE DEVELOPED TO GET QUOTES, ESTIMATED AT LESS THAN
BUDGET AMOUNT.

This RFP is requesting that the Historical Narrative be completed on up to 253 properties and Form b be
prepared for submission for entry in the MACRIS database.

PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW

Funds Available: Finance Director: DocuSigned by: Megan Green 36E65076E18AAAC Account # 80271292 - 620311

Approved to proceed: Town Administrator or Designee: DocuSigned by: Joseph F. Powers 06230CC5709644E...

AGREEMENT FOR TOWN OF HARWICH

The following provisions shall constitute an Agreement between the Town of Harwich, acting by and through its Town Administrator, hereinafter referred to as "Town," and Marquis Architecture, LLC with an address of 8 Spooner Street, Plymouth, MA 02360 hereinafter referred to as "Contractor", effective as of the 1st day of March, 2024. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town with Historic Property Inventory including the scope of services outlined in "option 2" set forth in Attachment A, to include all properties in Harwich Center and Harwich Port as described on the attached list of properties and proposal submission form.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing upon contract execution through February 15, 2025.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work, outlined in Article 1 above, the contract sum of \$33,800. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

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

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

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

ARTICLE 5: CONTRACT TERMINATION:

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

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

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

ARTICLE 6: INDEMNIFICATION:

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

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

ARTICLE 7: AVAILABILITY OF FUNDS:

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

ARTICLE 8: APPLICABLE LAW:

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

ARTICLE 9: ASSIGNMENT:

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

ARTICLE 10: AMENDMENTS:

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

ARTICLE 11: INDEPENDENT CONTRACTOR:

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

ARTICLE 12: INSURANCE:

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, and personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated. (Items indicated N/A are not applicable for this contract)

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

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

ARTICLE 13: SEVERABILITY:

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

ARTICLE 14: ENTIRE AGREEMENT:

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

ARTICLE 15: COUNTERPARTS:

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

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

CONTRACTOR

By

DocuSigned by:

Tracy Marquis

F62E42D4D3184DB...

Tracy Marquis Owner/Architect

Printed Name and Title

TOWN OF HARWICH

by its Town Administrator

DocuSigned by:

Joseph F. Powers

0623C0C5799644E...

Joseph F. Powers Town Administrator

Printed Name and Title

Approved as to Availability of Funds:

DocuSigned by:

Megan Green

36E65676E18A4AC...

Finance Director

(\$ 33,800.00)

Contract Sum

80271292 - 620311

CPA ARTICLE

CERTIFICATION OF COMPLIANCE
M.G.L. Chapter 62C, Section 49A

Pursuant to Section 49A of Chapter 62C of the General Laws of Massachusetts, I hereby certify that I have complied with all Laws of the Commonwealth of Massachusetts relating to taxes.

This statement is made under the pains and penalties of perjury this 10th day of Jan., 2024.

Marquis Architecture, LLC
Printed Name of Individual or Corporation:

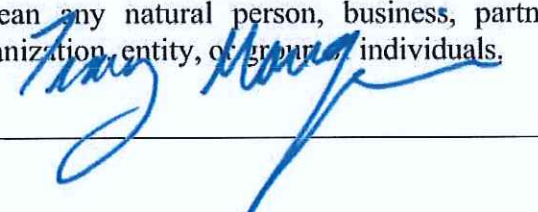
Tracy Marquis, Manager
Name and Title of Corporate Officer (if applicable):


Signature of Individual or Corporate Officer:

Tracy Marquis, Manager
Social Security or Federal Identification Number:

CERTIFICATION OF NON-COLLUSION

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

Signed: 

Printed Name: Tracy Marquis

Date: 01/10/2024

Name of Business: Marquis Architecture, LLC

MARQUIS ARCHITECTURE

TRACY MARQUIS

8 Spooner Street
Plymouth, MA 02360
617-610-2700
tracy@marquisarchitecture.com

January 10, 2024

Attn: Meggan Eldredge
Town of Harwich
Office of the Town Administrator
732 Main Street
Harwich, MA 02635
meldredge@harwich-ma.gov

Re: Harwich Historic Property Inventory

Dear Meggan,

Enclosed please find a proposal to provide the Historic Property Inventory, as outlined in your November 2023 Request for Written Proposals. This proposal recognizes Addendum 01 issued on December 5, 2023.

I am an architect specializing in historic preservation. I have a single-member LLC (sole practitioner business) and practice out of Plymouth MA. As such, I am relatively local to the town, it's library and other relevant resources.

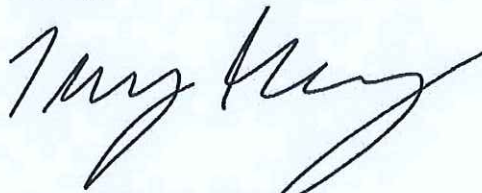
In my role as an architect/preservationist, I have researched the history of many properties, and am well versed in the resources available to document a property for both the state and national register for historic places.

The town has clearly dedicated time and finances towards a thorough documentation of its' historic assets in the past. The continued commitment is impressive, and I would be honored to be involved. I understand this is not an effort in need of a licensed architect, and as such, I have developed these fees using a discount from my regular billable rate of \$150/hr. I enjoy performing in a variety of capacities, and look for opportunities that allow me to use my expertise to aid clients efficiently and effectively, and I believe this is project is well suited to my particular skillset.

I have outlined my approach in the following proposal. This is based on your RFP and discussions with the town. I expect we would refine the approach together if selected.

I look forward to the opportunity to discuss this project with you in more detail. Thank you very much for your time and consideration.

Sincerely,



Tracy Marquis, AIA, LEED AP





STATISTICS

people:

Tracy Marquis, AIA, LEED AP BD+C & ID+C

location:

8 Spooner Street
Plymouth, MA 02360

contact information:

Phone: 617-610-2700
Email: tracy@marquisarchitecture.com
Website: www.marquisarchitecture.com

services:

- Architecture
- Sustainability Consulting
- Historic Preservation
- Owner's Project Management

PROJECT TEAM

Tracy Marquis of Marquis Architecture, LLC will be the sole assigned entity to this project. She would act as the primary point of contact, researcher and writer for the effort.

TOWN OF HARWICH

Marquis Architecture, LLC

Tracy Marquis, AIA, LEED AP
Principal-In-Charge
Project Manager

FIRM PROFILE

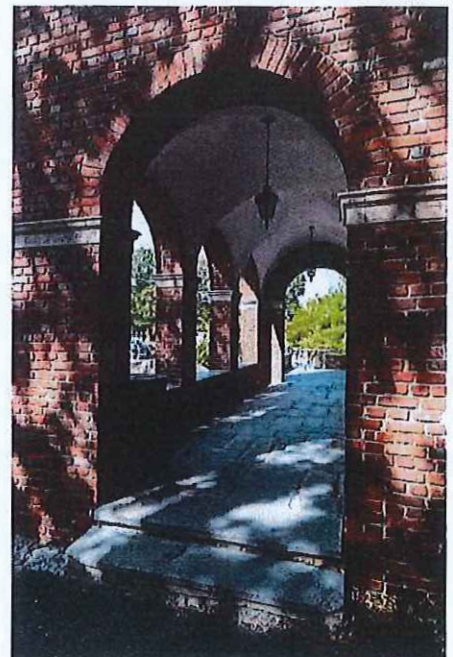
Tracy Marquis, is a sole practitioner, working under Marquis Architecture, a Massachusetts-based design and consulting firm. With over 20 years in the field, Tracy uses her experience to assist her clients in the most effective and economic way possible. This includes architectural, owner's project management and consulting services. Tracy's experience covers all stages of design and construction, with specialties in historic preservation and sustainable design. She is a technical and service driven architect.

OUR MISSION:

- To support and serve the client
- To create shelter and space that supports our culture in a sustainable manner
- To respect and build upon existing infrastructure
- To support the continuous use of historic buildings through evolution
- To be true to the time, place and purpose of any given project
- To respect and serve the natural environment through thoughtful use and occupancy.

WE ARE DRIVEN BY:

- A desire to provide **excellent** service
- The preservation of our history
- A sustainable future
- The poetic clash of old and new
- Opportunity in challenges





RESUME- Tracy Marquis, AIA

Licensed in both Massachusetts and Maryland, Tracy has been practicing architecture for more than 20 years. Throughout her education and career, Tracy focused her efforts on both Historic Preservation, an interest that initially brought her to architecture, and sustainability, a movement that is driving change within the industry. She brings her passion for our past and conviction in a sustainable future to all of her projects.

WORK EXPERIENCE

Marquis Architecture, LLC, Plymouth, MA

Owner/Architect, November 2016 – Present

Owner and Architect for small Boston-area firm focused on historic preservation and sustainable design.

Bruner/Cott Architects & Planners, Cambridge, MA

Senior Project Manager, January 2014 – October 2016

Project Manager and Project Designer for four consecutive projects at Brigham & Women's Hospital. Acting director of sustainability for the firm.

Ayers Saint Gross, Architects & Planners, Baltimore, MD

Associate, April 2010 - January 2014

Project Architect for three consecutive projects at Howard Community College in Columbia, MD and Project Manager for two projects at the Maryland School for the Blind. Acting director of sustainability for the firm.

Design Collective, Inc., Baltimore, MD

Staff, February 2005 - January 2008

Associate, January 2008 – April 2010

Project Manager, Project Architect, and Project Team member on a variety of higher education and K-12 projects.

National Park Service, Historic Preservation Training Center, Frederick, MD

Intern, Summer 2002

Project Experience

- HABS Report, Building 45, Harpers Ferry, WV
- Temporary Wood Windows, White House Renovation, Washington, DC
- Competition Presentation for Gambrill House, Frederick, MD

Archetype, Washington, DC

Staff/Admin, September 1999 – September 2002

Project Experience

- Historic Resources Report, Robert E. Lee Boyhood Home, Alexandria, VA
- Document Existing Conditions, Residence of the Ambassador of the Netherlands, Washington, DC

Education

Union College, Schenectady, NY

Bachelor of Arts, 1998

Double Major in Art History & Classics

University of Maryland at College Park,

Master of Architecture, 2004

Certificate of Historic Preservation, 2004

Academic Associations

Northeastern University

Adjunct Professor, 2021

Guest Critic, 2015, 2016, 2017

The Boston Architectural College

Adjunct Professor, 2017 - 2019

Rhode Island School of Design

Guest Critic, 2016

Massachusetts Institute of Technology

Guest Critic, 2015 & 2016

University of Maryland

Guest Critic, 2005-2014

Studio Critic, 2004

Morgan State University

Guest Critic, 2012-2014

Professional Association

American Institute of Architects

Boston Society of Architects

US Green Building Council - MA

IFMA Boston

Construction Women's Network

Registrations & Certifications

Registered Architect - MA, 2016

Registered Architect - MD, 2010

NCARB Certified, 2010

LEED AP BD+C, 2008

LEED AP ID+C, 2020

Honors & Awards

Laurence P. Sangston Scholarship, '02, '03 & '04

Michael DeFrance Travel Award, Summer 2003

University of Baltimore, Angelos Law Center

• 2014 SCUP Excellence in Architecture

• 2014 COTE Top Ten Award

• 2013 USGBC Maryland Award for

Innovation in Sustainable Design

• 2013 AIA Baltimore Award for Excellence in Sustainable Design

VOLUNTEER EXPERIENCE

Town of Plymouth

Building Committee Member 2023-present

Town of Belmont

Historic District Commission

• Commission Member, 2018-2020

• Co-Chair, 2020-2021

McLean Barn Construction Committee, 2019

Zoning for Sustainability Group, 2019

McLean Zone 3 Overlay Zoning, 2019

• DRAFT historic preservation language

• DRAFT sustainable performance

language

City of Baltimore

Washington Hill Neighborhood Association

• Board of Trustees, 2008 - 2014

• Architectural Review Board, 2007 -

2014

Architects Institute of America- Baltimore Chapter

Historic Resources Committee, 2008-2012

• Member, 2008-2011

• Co-Chair, 2011 - 2012

US Green Building Council-MD

Board of Directors, 2010-2014

• Wintergreen Committee Chair, 2009,

2010 & 2011

• Events Committee, 2007-2009

UMD School of Architecture

• Lecture Committee, Spring 2003

• Design Faculty Search Committee,

Spring 2003

• Real Estate Development Club Member

2002-2004

RELEVANT PROJECT EXPERIENCE

Studies & Surveys - Historic Properties

Robert E. Lee Boyhood Home, Alexandria, VA - Historic Structures Report*	2000
Residence of the Ambassador to the Netherlands, Historic Structures Report*	2000
National Park Service - Bldg 45 Historical Park, Harper Ferry, WV - HABS Report	2003
Independent Owner - 11 Union Street, Nantucket, MA	2016
South Shore Hospital - 65 Columbian Street, Weymouth, MA - Feasibility Study	2017
South Shore Hospital - 7 Pleasant Street, Weymouth, MA - Feasibility Study	2017
South Shore Hospital - 88 Pleasant Street, Weymouth, MA - Feasibility Study	2017
Independent Owner - 124 Merrimack Street, Lowell, MA - Feasibility Study	2019
Mount Holyoke College - Ham & MacGregor Halls, South Hadley, MA	2020
Independent Owner - 29 Samoset Street, Plymouth, MA - Feasibility Study	2023
Boston University - 53 Bay State Road, Boston, MA - Programming Study	2023
Private owner - 89 Samoset Street, Plymouth, MA	2023



Through a highly coveted Internship with the National Park Service, Tracy spent three months developing a detailed Historic American Building Survey (HABS) for Building 45 (the blacksmiths house) in Harper's Ferry, WV. The report includes documentation of the existing conditions through both drawings and photography; a detailed history of the property and its' occupants; and an architectural assessment with prioritized repairs.

Renovations - Historic Properties

The Woodward, Historic Building Envelope Restoration, Washington, DC*	2000
Supreme Court, Historic Building Envelope Restoration, Washington, DC*	2000
Boston Opera House Renovation, Boston, MA*	2003
UNC Chapel Hill, Venable Hall Decommissioning*	2008
Maryvale Preparatory School, Brooklandville, MD*	2012
Brigham & Women's Hospital, Rotunda Renovation, Boston, MA*	2014
Brigham & Women's Hospital, Pike Renovation, Boston, MA*	2015
Brigham & Women's Hospital, Cafeteria Renovation, Boston, MA*	2016
Brigham & Women's Hospital, Cafe Renovation, Boston, MA*	2016
230 Marshall Street - Residential Renovation, Duxbury, MA	2016
22 Richfield Street - Residential Renovation, Quantum, MA	2017
357 Huron Street - Residential Renovation, Cambridge, MA*	2018
65 Clark Street - Residential Renovation, Belmont, MA*	2018
43 Reservoir Street - Residential Renovation, Cambridge, MA*	2018
36 Follen Street - Residential Renovation, Cambridge, MA*	2018
14 Hood Street - Residential Renovation, Newton, MA	2019
Mount Holyoke College, South Hadley, MA	2019
Beaver Country Day School - HVAC Upgrades, Brookline, MA	2020
Boston University - College of Fine Arts Renovations, Boston, MA*	2020
UMass Dartmouth - Star Store Renovations, New Bedford, MA*	2022
UMass Dartmouth - Liberal Arts Building Renovations, Dartmouth, MA*	2022
UMass Dartmouth - Library Renovations, Dartmouth, MA*	2022
UMass Dartmouth - Auditorium Finish upgrades, Dartmouth, MA*	2022
11 Green Street, Residential Renovation, Carver, MA	2022
929 Worcester Rd - Adaptive Use Renovation, Framingham, MA	2023
Boston University - 53 Bay State Road, Boston, MA	2023
Carver Town Hall - Cupola Repairs, Carver, MA	2023
Boston University - Mugar Library Furniture & Finish Upgrades	2023
47 Indian Ave - Residential Renovation, Plymouth, MA	2023



The renovation of this hospital entry included research on the complete history of the building and hospital in order to develop a design that was consistent with and respectful of the history of the space.



Tracy Marquis was invited to speak to the College's Carbon Neutrality Committee about balancing the priorities of historic structures with energy efficiency improvements. The talk was followed up with a test project for the College as a means

PROPOSED PROJECT SCHEDULE

February 2024	<ul style="list-style-type: none"> Project Initiation Review prior documentation Kick-Off Meeting
March 2024	<ul style="list-style-type: none"> Continued review of prior documentation Identification of additional resources
April 2024	<ul style="list-style-type: none"> Initiate online research
May 2024	<ul style="list-style-type: none"> Begin on-site research at local libraries, town hall and other identified sources. Progress update with Town (Meeting with HDC?)
June 2024	<ul style="list-style-type: none"> issue monthly reports with progress updates for the town and approximately 25-50 DRAFT property narratives ea.
July 2024	
August 2024	
September 2024	<ul style="list-style-type: none"> Progress update with town to review draft inventory forms issued to date
October 2024	<ul style="list-style-type: none"> Revise and finalize forms
November 2024	<ul style="list-style-type: none"> Issue final forms

PROJECT APPROACH

Tracy Marquis, owner and architect at Marquis Architecture, would perform the work, and be the contact for the project.

SCHEDULE AND CAPACITY

The RFP identifies a 9-12 month timeframe. Assuming a 9 month schedule, I propose to start the project immediately upon award, dedicating 10% of my time (or approximately 16 hours per month) to this effort. I would then increase to 25% capacity (or approximately 40 hours per month) in the late spring through project completion.

CAPACITY

Marquis Architecture is currently contracted on the following efforts, reserving room for overhead, I have 30% - 40% capacity available for this effort.

- MBTA, Quincy Bus Maintenance Facility, Consultant 25% through June 2027
- BRA, China Trade Building Renovations, Architect 25% through January 2025
- Mansfield Senior Center Renovations, Consultant 10% through May 2024

PROJECT APPROACH

This effort is intended to complete the Historic Narrative portion of the MACRIS Form B for Buildings for all properties over 100 years of age. With 253 properties identified for documentation, this is an ambitious effort.

As described in the RFP and by the HISTORIC PROPERTIES SURVEY MANUAL GUIDELINES FOR THE IDENTIFICATION OF HISTORIC AND ARCHAEOLOGICAL RESOURCES IN MASSACHUSETTS – revised 1995, the historic narrative is generally limited to the property's historic use, occupants, relevance and relationship to other development in the area.

This type of information is more readily available on some properties than others, as such, it can be challenging to identify the boundaries (time commitment) for such an effort. On the following pages, I have offered three separate fee structures, one for each of the options below.

Option 1: Total fee = \$101,200

Documentation to the maximum extent possible of all 253 properties. This would include:

- A thorough review of all prior town research, including:
 - Mirande Dupuy's 2015 Town of Harwich Historic Inventory Report (4 volumes)
 - Dierdre Brotherson's 1993 Harwich Survey & Inventory Project
 - Hale Architects 2009 Historic Inventory of Harwich
 - Harwich Planning Departments 1990 Harwich Historic Property Inventory
 - All Harwich listings on MACRIS and the National Register of Historic Places
- Research into additional resources.
 - MHC's town and regional reports
 - local archives available through the local library, the Harwich Historical Society and more.
 - Local paper archives
 - State and Federal archives
 - The Registry of Deeds records for each property.

Option 2: Total fee = \$50,600

Documentation of all properties to the maximum extent possible, excluding Registry of Deed research. This would utilize the same resources identified for Option 1, except for the Registry of Deed.

Option 3: RECOMMENDED Total fee = \$34,500

Documentation of 90% of the identified 253 properties to the maximum extent possible within a 300 hour time commitment allowance. This path is intended to follow the research, and is expected to result in better documentation on some properties than others. If the information is not available on a select area, I would provide a generic narrative (based on the information

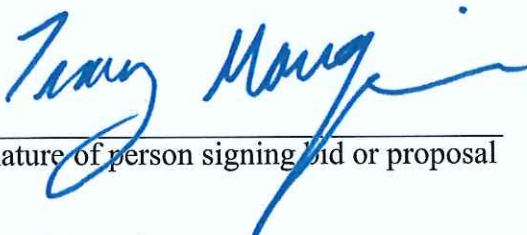
WRITTEN PROPOSAL SUBMISSION FORM **OPTION 02**

The undersigned proposes to provide the **Harwich Historic Property Inventory** as specified in the Written Purchase Description for the contract price is specified below:

Total Contract Price based upon the Written Purchase Description:

1. Pleasant Lake Village: \$ \$600 3 properties
In Written Words Six hundred dollars
2. Harwich Port Village: \$ \$18,200 90 properties
In Written Words Eighteen thousand two hundred dollars
3. Harwich Center Village: \$ \$15,600 78 properties
In Written Words Fifteen thousand six hundred dollars
4. East Harwich Village: \$ \$3,000 15 properties
In Written Words Three thousand dollars
5. South Harwich Village: \$ \$2,400 12 properties
In Written Words Two thousand four hundred dollars
6. North Harwich Village: \$ \$7,600 38 properties
In Written Words Seven thousand six hundred dollars
7. West Harwich Village: \$ \$3,200 16 properties
In Written Words Three thousand two hundred dollars

The bidding entity acknowledges a review and agreement of all of the contract and Written Purchase Description work to be completed.



Signature of person signing bid or proposal

Tracy Marquis
Printed Name of Person

1/26/2024
Date

List of Properties to be inventoried

HARWICH CENTER

1. 190-219 Bank Street; 8 & 24 Gorham Road
 - 196 Bank St. 1
 - 202 Bank St. 1
 - 204 Bank St. 1
 - 208 Bank St. 1
 - 209 Bank St. 1
 - 212 Bank St. 1
 - 215 Bank St. 1
 - 216 Bank St. 1
 - 219 Bank St. 1
 - 8 Gorham Rd. 1
 - 24 Gorham Rd. 1

2. 231-254 Bank Street
 - 231 Bank St. 1
 - 232 Bank St. 1
 - 238 Bank St. 1
 - 248 Bank St. 1

3. 312-322 Bank Street

 - 312 Bank St. 1
 - 317 Bank St. 1
 - 321 Bank St. 1
 - 322 Bank St. 1

4. 10-41 Chatham Road and 800-806 Orleans Road (aka Route 39)

 - 10 Chatham Rd. 1
 - 20 Chatham Rd. 1
 - 27 Chatham Rd. 1
 - 31 Chatham Rd. 1
 - 40 Chatham Rd. 1
 - 41 Chatham Rd. 1
 - 800 Orleans Rd. 1
 - 806 Orleans Rd. 1
 - 825 Orleans Rd. 1

5. 54-106 Chatham Road

 - 54 Chatham Rd. 1

- 57 Chatham Rd. 1
- 71 Chatham Rd. 1
- 72 Chatham Rd. 1
- 83 Chatham Rd. 1
- 97 Chatham Rd. 1
- 104 Chatham Rd. 1
- 106 Chatham Rd. 1

6. 448-512 Main Street, 7 Pine Drive, and Kelley Street Cemetery

- 448 Main St. 1
- 460 Main St. 1
- 484 Main St. 1
- 485 Main St. 1
- 487 Main St. 1
- 492 Main St. 1
- 499 Main St. 1
- 502 Main St. 1
- 507 Main St. 1
- 508 Main St. 1
- 512 Main St. 1

- 7 Pine Drive 1

7. 550-572 Main Street and 463 & 477 Great Western Road

- 556 Main St. 1
- 558 Main St. 1
- 564 Main St. 1
- 572 Main St. 1
- 463 Great Western Rd. 1
- 477 Great Western Rd. 1

8. 16-51 Oak Street

- 44 Oak St. 1
- 50 Oak St. 1
- 51 Oak St. 1

9. 21-71 Parallel Street and 205 & 211 Forest Street

- 25 Parallel St. 1
- 34 Parallel St. 1
- 40 Parallel St. 1
- 41 Parallel St. 1
- 44 Parallel St. 1
- 45 Parallel St. 1
- 52 Parallel St. 1
- 63 Parallel St. 1

- 67 Parallel St. 1
- 71 Parallel St. 1
- 205 Forest St. 1
- 211 Forest St. 1

10. 41-49 Pleasant Lake Avenue (aka Route 124)

- 41 Pleasant Lake Ave. 1
- 47 Pleasant Lake Ave. 1
- 49 Pleasant Lake Ave. 1

11. 227-249 South Street; 19 & 20 Allen Street; 134-157 Sisson Road

- 227 South St. 1
- 237 South St. 1
- 249 South St. 1
- 19 Allen St. 1
- 134 Sisson Rd. 1
- 145 Sisson Rd. 1

HARWICH PORT

1. 49-58 Bank Street

- 49 Bank St. 1
- 50 Bank St. 1
- 55 Bank St. 1

2. 74-126 Bank Street

- 74 Bank St. 1
- 78 Bank St. 1
- 81 Bank St. 1
- 96 Bank St. 1
- 105 Bank St. 1
- 113 Bank St. 1
- 114 Bank St. 1
- 117 Bank St. 1
- 118 Bank St. 1
- 121 Bank St. 1
- 125 Bank St. 1

3. 130-156 Bank Street; 53 & 63 Freeman Street

- 130 Bank St. 1
- 131 Bank St. 1
- 134 Bank St. 1
- 138 Bank St. 1
- 140 Bank St. 1

- 141 Bank St. 1
- 142 Bank St. 1
- 156 Bank St. 1
- 53 Freeman St. 1
- 63 Freeman St. 1

4. 4-46 Cross Street; 10-67 Pleasant Street; 19 & 20 School House Road

- 4 Cross St. 1
- 6 Cross St. 1
- 7 Cross St. 1
- 10 Cross St. 1
- 11 Cross St. 1
- 15 Cross St. 1
- 16 Cross St. 1
- 25 Cross St. 1
- 36 Cross St. 1
- 38 Cross St. 1
- 46 Cross St. 1
- 14 Pleasant St. 1
- 24 Pleasant St. 1
- 27 Pleasant St. 1
- 28 Pleasant St. 1
- 29 Pleasant St. 1
- 34 Pleasant St. 1
- 38 Pleasant St. 1
- 49 Pleasant St. 1
- 56 Pleasant St. 1

- 57 Pleasant St. 1
- 62 Pleasant St. 1
- 63 Pleasant St. 1
- 67 Pleasant St. 1
- 19 School House Rd. 1
- 20 School House Rd. 1

5. 69-86 Doane Road

- 69 Doane Rd. 1
- 82 Doane Rd. 1

6. 6-47 Freeman Street

- 6 Freeman St. 1
- 12 Freeman St. 1
- 20 Freeman St. 1
- 27 Freeman St. 1
- 31 Freeman St. 1

•	33 Freeman St.	1
•	41 Freeman St.	1
•	45 Freeman St.	1
•	47 Freeman St.	1
7.	<u>82-97 Gorham Road</u>	
•	82 Gorham Rd.	1
•	89 Gorham Rd.	1
8.	<u>136-164 Gorham Road; 114 Hoyt Road</u>	
•	136 Gorham Rd.	1
•	153 Gorham Rd.	1
•	164 Gorham Rd.	1
•	114 Hoyt Rd.	1
9.	<u>309-322 Lower County Road</u>	
•	309 Lower County Rd.	1
•	316 Lower County Rd.	1
•	322 Lower County Rd.	1
10.	<u>435-465 Lower County Road</u>	
•	435 Lower County Rd.	1
•	441 Lower County Rd.	1
•	445 Lower County Rd.	1
•	449 Lower County Rd.	1
•	455 Lower County Rd.	1
•	465 Lower County Rd.	1
11.	<u>112-134 Miles Street</u>	
•	112 Miles St.	1
•	116 Miles St.	1
•	121 Miles St.	1
•	134 Miles St.	1
12.	<u>27-39 Sea Street</u>	
•	31 Sea St.	1
•	39 Sea St.	1
13.	<u>7-51 South Street; 33 & 42 Miles Street</u>	

- **7 South St.** 1
- **16 South St.** 1
- **20 South St.** 1
- **21 South St.** 1
- **22 South St.** 1
- **41 South St.** 1
- **51 South St.** 1
- **33 Miles St.** 1

Total properties to be inventoried: 168

Project Name: Historic Property Inventory

TM Year and Article #: ATM 2020 art #31

Appropriation: \$34,500

Bid Price: \$ 93,500

12/13/18 Revised Procurement Checklist

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

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

- 1. Please provide a **separate page titled "Summary of Project"** which includes:
 - a. Provide how many bidders there were, the range of bids, and apparent low bidder.
 - b. Identify the funding source, such as article number and amount approved.
 - c. Include what you feel is pertinent, but keep this section to 4 sentences or less.
- 2. Finance Director has signed that funds are available: 80271292 Account 6 2031
- 3. Please provide a single **copy of the bid packet** along with all supporting documents.
- 4. Please use K-P Law provided standardized contracts.

<u>Buildings and Public Works</u>	<u>Goods and Services</u>
<input type="checkbox"/> C1. Please show Prevailing Wage was used.	<input type="checkbox"/> GS1. If procured using the State Bid List :
<input type="checkbox"/> C2. If construction is near \$10,000 you also need:	<input type="checkbox"/> a. Over \$25,000 please show project was on the Capital Plan.
<input type="checkbox"/> a. Written spec sheet.	<input checked="" type="checkbox"/> GS2. If project is over \$5,000 :
<input type="checkbox"/> b. Advertised for two weeks on Central Register and COMMBUYS.	<input checked="" type="checkbox"/> a. Please provide written spec sheet used and who it was sent to.
<input type="checkbox"/> c. Apparent low bidder posted to Town website.	<input checked="" type="checkbox"/> b. Maximum contract length is three years.
<input type="checkbox"/> C3. If construction over \$25,000 you need C1, C2, as well as:	<input type="checkbox"/> GS3. If project is over \$50,000 :
<input type="checkbox"/> a. Show project was in the Capital Plan.	<input type="checkbox"/> a. Show project was advertised for two weeks in a newspaper and on COMMBUYS.
<input type="checkbox"/> b. Low bidder provides 50% payment bond after Selectmen's countersignature.	<input type="checkbox"/> b. Show project utilized sealed bids.
<input type="checkbox"/> C4. If construction over \$50,000 you need C1, C2, C3, as well as:	<input type="checkbox"/> c. Apparent low bidder posted to Town website.
<input type="checkbox"/> a. Bid Bond of 5% of total value.	<input type="checkbox"/> GS4. If project is over \$100,000 :
<input type="checkbox"/> b. Sealed Bids.	<input type="checkbox"/> a. Show project was advertised for two weeks in COMMBUYS and Goods and Services Bulletin.
<input type="checkbox"/> c. End of Public Works construction requirements	<input type="checkbox"/> b. Show project utilized sealed bids.
<input type="checkbox"/> C5. If Building estimated construction costs are over \$300,000 and estimated design costs are over \$30,000 you'll need to follow the Designer Selection RFQ process:	Note 1: If lowest bidder was found to be either not responsive or not responsible, the Town may begin negotiations with next lowest bidder.
<input type="checkbox"/> a. Advertise in Central Register and local newspaper for two weeks.	Note 2: Bids may be negotiated downwards but never higher than original quote.
<input type="checkbox"/> b. Set a designer fee or price ceiling.	Note 3: Municipalities shall not provide a down payment, deposit, or provide funding before possession of purchased item.
<input type="checkbox"/> c. Use Standard Designer Application Form	
<input type="checkbox"/> C6. If Building construction over \$150,000 you'll need C1, C2, C3, C4, C5, as well as:	
<input type="checkbox"/> a. 100% payment bond was in bids.	
<input type="checkbox"/> b. 100% performance bond was in bids.	
<input type="checkbox"/> c. DCAMM certified bidders.	
<input type="checkbox"/> i. DCAMM certified sub-bids if over \$25,000.	
<input type="checkbox"/> C7. If Building construction over \$10,000,000 you'll need C1, C2, C3, C4, C5, C6, as well as:	
<input type="checkbox"/> a. Solicit qualifications prior to sealed bids.	

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

Signature of Town Administrator or Assistant Town Administrator: 

CORRESPONDENCE



Town of Harwich Council on Aging

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

m e m o

TO: Board of Selectmen

CC: Joseph Powers, Town Administrator
Meggan Eldredge, Assistant Town Administrator

FROM: Julie Witas, COA Director

DATE: February 29, 2024

RE: (1) Council on Aging Dementia Friends Training, and (2) Harwich Needs Assessment

(1) The Council on Aging would like to extend an invitation to the Select Board to join us for a Dementia Friends Training. “Dementia Friends” is part of a global movement that is changing the way people think, act, and talk about dementia. Through attending a one-hour interactive training session, a Dementia Friend learns about what it's like to live with dementia and then turns that understanding into action. That action could be as simple as responding with more patience, kindness, and understanding at the grocery store.

The COA intends to offer this training to the community on a regular basis. All COA staff will soon be trained, and we are offering the training to our Board and volunteers, and other town staff as well. We now extend the invitation to our Select Board. There are two sessions to choose from for your convenience (other staff and volunteers will also be at both trainings):

Friday, March 29, 12:30-1:30 PM or Tuesday, April 30, 10:00-11:00 AM

Anyone can be a Dementia Friend! Having many staff and residents trained will be a great step towards becoming a Dementia-Friendly community. We would be happy to return to a future meeting to provide more information about the process of becoming a Dementia-Friendly community, which is a long-term goal.

(2) We are pleased to report that the Friends of the Harwich Council on Aging has agreed to fund a comprehensive Needs Assessment of our town’s aging population to help inform the future work of the COA. Specifically, the Friends intend to work with the Center for Social and Demographic Research on Aging (CSDRA) at the UMass Boston Institute of Gerontology, which will conduct a study of the needs and interests of Harwich’s current and future older adult population (age 50 and over). CSDRA has performed over 50 needs assessments across the state and several on Cape Cod, including Brewster and Chatham in recent years. We anticipate the project start date to be approx. September 1, 2024. In the early stages of the project, CSDRA staff will solicit input from several key informants and stakeholders, including the TA and Select Board; we would be grateful for your contribution. Findings are expected to be ready to disseminate in September 2025; we look forward to sharing these with the Board.

Recommendation: No recommendations. We welcome any or all of the Select Board members to our March or April Dementia Friends Training sessions, and we hope that the Select Board is supportive of our plans for a Needs Assessment of Harwich’s aging population.



TOWN OF HARWICH

FINANCE DEPARTMENT

732 MAIN STREET, HARWICH, MA 02645

TEL: 508-430-7502 FAX: 508-430-7504

Kathleen Barrette
Finance Director

Megan Green
Assistant Town Accountant

To: Harwich Select Board

From: Kathleen Barrette, Finance Director

CC: Joseph Powers, Town Administrator
Meggan Eldredge, Assistant Town Administrator

Re: FY25 Budget and FY23 Free Cash Certification

Date: March 4, 2024

Attached please find updated documents pertaining to the Local Receipts Estimate for the FY25 Budget. These documents are in response to questions posed by Select Board members and audience members at the February 26, 2024 Select Board meeting.

Additionally, please find the attached General Fund Free Cash Certification worksheet from the DOR for FY23 and Free Cash Overview.

Local Receipt Analysis by year FY23-FY25 REVISED

As of February 29, 2024

Update includes detailed FY25 Estimate to correspond with Sources and Uses document along with a \$ comparison to FY24 Estimated Receipts as they are recorded in the FY24 Tax Rate Recap

For clarity sake, FY22 has been omitted. Percentage change had been replaced with dollar change.

Local Receipt Analysis by Year FY23- FY25 with ESTIMATES FOR FY24 AND FY25

	<u>Receipt Type Description</u>	<u>FY23 Estimated</u>	<u>FY23 Actual</u>	<u>\$ FY23 Over (Under) Estimate</u>	<u>FY24 Estimated</u>	<u>FY25 Estimated</u>	<u>\$ Increase/Decrease of FY25 from FY24</u>
1	Motor Vehicle Excise	2,480,000.00	2,545,777.00	65,777.00	2,450,000.00	2,550,000.00	100,000.00
2	Other Excise						
	Meals	540,000.00	648,055.00	108,055.00	600,000.00	600,000.00	-
	Rooms	750,000.00	919,639.00	169,639.00	800,000.00	1,000,000.00	200,000.00
	Other	25,000.00	25,241.00	241.00	25,000.00	28,000.00	3,000.00
3	Penalties and Interest	430,000.00	462,121.00	32,121.00	400,000.00	399,500.00	(500.00)
4	Payments in Lieu of Taxes	60,000.00	58,836.00	(1,164.00)	58,000.00	59,000.00	1,000.00
8	Charges for Services-Solid Waste Fees	4,000,000.00	3,764,700.00	(235,300.00)	3,800,000.00	3,932,500.00	132,500.00
9	Other Charges for Services	220,000.00	229,390.00	9,390.00	228,422.00	243,500.00	15,078.00
15	Department Revenue-Recreation	3,900,000.00	4,078,304.00	178,304.00	3,754,707.00	3,743,207.00	(11,500.00)
16	Other Departmental Revenue	1,694,000.00	2,143,892.00	449,892.00	1,889,366.00	1,940,200.00	50,834.00
17	Licenses and Permits						
	Building Permits	407,000.00	364,393.00	(42,607.00)	360,000.00	363,000.00	3,000.00
	Other License and permits	500,000.00	555,355.00	55,355.00	537,930.00	512,655.00	(25,275.00)
19	Fines and Forfeits	7,900.00	17,978.00	10,078.00	10,000.00	27,250.00	17,250.00
20	Investment Income	18,000.00	259,054.00	241,054.00	140,000.00	225,000.00	85,000.00
22	Misc. Recurring	309,000.00	672,035.00	363,035.00	350,000.00	683,538.00	333,538.00
23	Misc Non-Recurring	397,313.00	420,298.00	22,985.00	22,498.00	-	
	TOTAL	15,738,213.00	17,165,068.00	1,426,855.00	15,425,923.00	16,307,350.00	903,925.00

For FY23, FY24 and FY25 Rooms Tax is estimated at 50% of anticipated receipts as 50% is allocated to Special Purpose Stabilization Funds for Wastewater and Affordable Housing

Excess Local Receipts over Estimated Receipts contribute directly to Free Cash

FY25 Estimated Receipts for Budget compared to FY24 Estimated Receipts from Tax Rate Recap:

- Line 1-Motor Vehicle Excise- increase in values of vehicles and demands will issued for past due balances
- Line 2-Rooms- Reasonable increase in estimate due to prior year actual collections
- Line 8- Solid Waste Fees- Transfer Station has increased fees for commercial construction and demolition disposal as well as commercial disposal fees
- Line 19- Fines and Forfeits- Includes revenue accounts previously associated with Departmental Revenue-Recreation
- Line 20- Investment Income- Interest rates continue to remain high resulting is a higher than prior year estimate
- Line 22- Misc Recurring- CVEC income has trended higher with no expectation of rates decreasing in FY25

FREE CASH OVERVIEW

Free cash is a revenue source that results from the calculation, as of July 1, of a community's remaining, unrestricted funds from its operations of the previous fiscal year based on the balance sheet as of June 30. It typically includes actual receipts in excess of revenue estimates and unspent amounts in departmental budget line items for the year just ending, plus unexpended free cash from the previous year. Free cash is offset by property tax receivables and certain deficits.

Under sound financial policies, a community strives to generate free cash in an amount equal to three to five percent of its annual budget. To do this, the community would orchestrate conservative revenue projections and departmental appropriations to produce excess income and departmental turn backs. As a nonrecurring revenue source, free cash should be restricted to paying one-time expenditures, funding capital projects, or replenishing other reserves.

Any free cash use requires an appropriation approved by town meeting but only after DLS has certified the free cash total.

FREE CASH OVERVIEW

Excess Revenue can be:

Higher actual Local Receipts than Estimated

Actual Cherry Sheet Receipts higher than Estimated

Unencumbered/Unexpended Appropriations can be:

Balance remaining in salary expense due to unfilled positions

Balance remaining in operating expense due to:

- Actual Health Insurance participation lower than estimated
- Purchases not made due to lack of need or availability
- Expenses lower than estimated or expected

Example:

Estimated Revenue	\$1,000,000
Actual Revenue	<u>\$1,500,000</u>
	+ \$500,000
Budgeted Expenditures	\$20,000,000
Actual Expenditures	<u>\$18,500,000</u>
	+ \$1,500,000
Unexpended Prior Year Free Cash	+ \$500,000
Less: Deficits (grants, capital, w/h)	- \$250,000
<u>FREE CASH</u>	<u>\$2,250,000</u>

Free Cash Certification
Free Cash Calculation - Fiscal Year 2024

Begin:	
Unreserved Undesignated Fund Balance	4,672,910.00
Subtract:	
Personal Property Tax Receivable	57,282.00
Real Estate Tax Receivable	1,285,619.00
Other Receivables in Deferred Revenue	
	0.00
Total	0.00
Other Receivables, Overdrawn Accounts, Deficits	
GF Federal Income Tax Withholding	18.00
GF FIC	25.00
State Tax WH	39.00
GF Deputy Fees Collected	25.00
GF Bulk Fuel	17,217.00
SRF FEMA- Fire Grant	9,675.00
SRF Fire Safety Equipment	60,950.00
SRF Traffic Enforcement	2,713.00
SRF CH90	289,345.00
SRF DPW Grants/Gifts	4,811.00
CP Saquatucket Harbor/Dock Project	19,339.00
TR CPA Fund	11.00
GF Nationwide Reti Sol Def'd Com	23.00
Total	404,191.00
Free Cash Voted from Town Meeting Not Recorded	0.00
Add:	
Circuit Breaker, Other Closed Accounts, Adjustments:	
	0.00
Total	0.00
Deferred Revenue (Credit Balance+, Debit Balance-)	30,645.00
Free Cash Calculation for 2023	2,956,463.00