

**SELECT BOARD MEETING AGENDA\***

*Donn B. Griffin Room, Town Hall*

*732 Main Street, Harwich, MA*

*Executive Session 5:00 P.M.*

*Regular Meeting 6:00 P.M.*

*Monday, April 29, 2024*

**Remote Participation Optional:**

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

<https://meet.goto.com/615320269>

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

Access Code: 615-320-269

United States: [+1 \(312\) 757-3121](tel:+13127573121)

*\*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 Chair prior to the start of the meeting.*

**I. CALL TO ORDER**

**II. EXECUTIVE SESSION**

- A. Pursuant to G.L. c. 30A, sec. 21(a)(2) to conduct strategy sessions in preparation for negotiations with non-union personnel and to conduct contract negotiations with non-union personnel: Police Chief, Town Administrator
- B. Pursuant to G.L. c. 30A, sec. 21(a)(2) to conduct strategy sessions in preparation for negotiations with non-union personnel and to conduct contract negotiations with non-union personnel

**III. PLEDGE OF ALLEGIANCE**

**IV. PUBLIC COMMENTS/ANNOUNCEMENTS**

- A. Memorial Day Ceremony – Monday, May 27, 2024 at 9:30 am Brooks Park

**V. CONSENT AGENDA**

- A. Approve the Select Board Meeting Minutes for March 19, 2024 and April 22, 2024

**VI. NEW BUSINESS**

- A. Phase 3 Wastewater Contract bid updates and discussion on all alternate options
- B. Discussion on the Finance Committee Meeting that was held on Tuesday, April 23, 2024
- C. Vote to designate a Select Board member to present the Proclamation at the Memorial Day Ceremony
- D. Vote to approve the Proclamation announcing June be Harwich Pride Month
- E. Discussion and possible vote on Personnel Bylaw Part-time Classification and Compensation table
- F. Vote to approve a fee waiver for tent permit inspections for the Harwich Children's Fund's event Circus Smirkus, in the amount of \$450
- G. Discussion on traffic relative to Queen Anne Road
- H. Approve the following new license applications for Milano Hospitality Group d/b/a Milano's Italian Kitchen, 278 Route 28:
  - 1. Annual Common Victuallers
  - 2. Annual Weekday Entertainment – 4:00 p.m. to 10:00 p.m. inside & outside Jukebox, Radio, Television
  - 3. Annual Sunday Entertainment – 4:00 p.m. to 10:00 p.m. inside & outside Jukebox, Radio, Television

**VII. OLD BUSINESS**

- A. Discussion on Annual Town Meeting Warrant and all articles therein
- B. Discussion on Sources and Uses Report
- C. Discussion and possible vote on the Herring Celebration to be held Sunday, May 12, 2024

**VIII. CONTRACTS**

- A. Approve a change order request from JJS Universal Construction Company in the amount of \$5,040.00 for work on the Brooks Free Library roof
- B. Approve a one-year lease agreement with Seacoast Harley-Davidson in the amount of \$5,000 for a motorcycle for the Police Department
- C. Approve and authorize the Chair to sign an Intermunicipal Agreement (IMA) from Barnstable County to dredge Allen Harbor channel and Wychmere Harbor channel at the rate of \$12 per cubic yard

**IX. TOWN ADMINISTRATOR'S REPORT**

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

**XI. CORRESPONDENCE**

**XII. 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 Select Board's Office at 508-430-7513.*

**Authorized Posting Officer:**

\_\_\_\_\_  
Natasha Lyon, Executive Assistant

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

**Date:** \_\_\_\_\_  
April 25, 2024

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



# MEMORIAL DAY CEREMONY

**Monday, May 27, 2024**

**9:30am**

**Brooks Park, Harwich Center**

Music by Harwich Town Band

Conductor Tom Jahnke

Opening Remarks

USAF Veteran Charles Carroll

Pledge of Allegiance

Harwich Scouts

National Anthem

Acapella Group

Invocation

WWII Veteran Joseph McAleer

Navy Hymn

Harwich Town Band

Greetings

Select Board

Speaker Guest

Gold Star Mother Cyndy Jones

Acapella Group

Monomoy Regional HS

Benediction

WWII Veteran Joseph McAleer

Taps

Hugo Wooten

Closing Remarks

USAF Veteran Charles Carroll

Town Band Closing



# **CONSENT AGENDA**

**MINUTES  
SELECT BOARD MEETING  
DONN B. GRIFFIN ROOM, TOWN HALL  
732 MAIN STREET, HARWICH, MA  
REGULAR MEETING - 6:00 PM  
TUESDAY, MARCH 19, 2024**

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

**ALSO PARTICIPATING:** Joseph F. Powers, Town Administrator and Kathleen Barrette, Financial Director

**I. CALL TO ORDER**

Ms. Kavanagh called the meeting of the Harwich Select Board to order at 6:00PM on Tuesday, March 19, 2024 at 6:00 PM and read the Open Meeting Law Notice.

**II. PLEDGE OF ALLEGIANCE**

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

**III. PUBLIC COMMENTS/ANNOUNCEMENTS**

David Guillemette, Chief of Police was present and gave an update on an incident that occurred at the Cape Cod Tech School that morning. He emphasized that it was a false alarm, that everyone did their job and there were no major incidents involved. He expressed his gratitude for everyone's cooperation and professionalism.

Kevin Considine, Deputy Police Chief was present and gave an update on the Annual Polar Plunge noting that \$51,500 had been raised. The money raised by the Plunge will go to Special Olympics and he expressed his gratitude to everyone involved in the event.

Patrick Otton of East Harwich was present and referred to a question that he had posed to the Board in February regarding whether or not a non-binding question about a pool facility could be placed on the May 21st Town Ballot and asked for a response. He also announced that he is holding an open public forum discussion and information sessions on the 5 citizens petitions and gave details of time and place.

**IV. CONSENT AGENDA**

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

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- B. Approve the Select Board Meeting Minutes for March 4, 2024
- C. Approve the Select Board Meeting Minutes for March 11, 2024
- D. Designate Jennifer Harrington as the 2024 Inspector of Animals

Mr. Handler moved to approve the Consent Agenda as presented, seconded by Howell.

Mr. MacAskill suggested changes in the minutes that Board members agreed with.

Vote: 4:0 in favor with proposed changes. Motion carried.

## **V. NEW BUSINESS**

- A. Approve a Special Permit application for one day entertainment for Cape Farm Supply, 1601 Factory Road, event to be held June 29, 2024, 3:00 p.m. to 11:00 p.m. at The Farm, 1590 Factory Road – Live/recorded music, amplification

Mr. Handler moved to approve a Special Permit application for one day entertainment for Cape Farm Supply, 1601 Factory Road, event to be held June 29, 2024, 3:00 p.m. to 11:00 p.m. at The Farm, 1590 Factory Road – Live/recorded music, amplification. Seconded by Mr. Howell.

Vote 4:0 in favor. Motion carried.

- B. Fee waiver request from the Harwich Garden Club for a plant sale on May 25, 2024, at Doane Park

Mr. Handler moved to approve a waiver request from the Harwich Garden Club for a plant sale on May 25, 2024, at Doane Park. Seconded by Mr. Howell.

Vote: 4:0 in favor. Motion carried.

- C. Fee waiver request from National Art Honor Society for an Induction Ceremony on March 20, 2024, 6:00 p.m. to 8:00 p.m. at the Community Center gym

Item removed from the Agenda.

- D. Approve the committee recommendations from the Select Board Interview Committee
  - \* James R. Ferry – Bikeways Committee – Full Member- Term to expire 6/30/2026
  - \* Frank Wiacek, Jr. – Capital Outlay Committee (Select Board Appointment) – Full Member – Term to expire 6/30/2025

Mr. Handler moved to approve the committee recommendations from the Select Board Interview Committee, James R. Ferry – Bikeways Committee – Full Member- Term to expire 6/30/2026

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and Frank Wiacek, Jr. – Capital Outlay Committee (Select Board Appointment) –Full Member – Term to expire 6/30/2025

Seconded by Mr. Howell.

Vote: 4:0 in favor. Motion carried.

E. Approve a request to relinquish Fish Shanty License Agreement, Eric Hesse

Mr. Handler moved to approve a request to relinquish Fish Shanty License Agreement, Eric Hesse, Seconded by Mr. MacAskill.

Vote 4:0 in favor. Motion carried.

F. Approve the Designer Selection Committee for the Great Sand Lakes Sewer Design

Mr. Handler moved to approve the Designer Selection Committee for the Great Sand Lakes Sewer Design. Seconded by Mr. MacAskill.

Vote: 4:0 in favor. Motion carried.

G. Discussion and possible vote about one day event – River Herring Harvest Celebration

Mr. MacAskill noted that this is a request of the Board to reopen this topic to allow him to have a discussion with Brad Chase from the State regarding a one day herring celebration. He also noted that this is different from the opening of the herring run that had been previously discussed. If he can bring people together to plan the event, he will bring more details and a date back to the Board for final approval.

Don Yanuzzi, Jr., Director of Natural Resources was present and thanked the Board for putting this event together.

Ms. Kavanagh noted that the Board will take an action when Mr. MacAskill comes back to them with more formation. She also noted that the event would not involve staff.

## **VI. 2024 ANNUAL TOWN MEETING**

A. Cape Cod Regional Technical School District Fiscal Year 2025 Budget Presentation

Dr. Sanborn, Superintendent of Cape Cod Regional Technical School District (CCT) was present and gave a presentation on the FY25 Budget. He noted Enrollment, the reasons for the Budget increase, Revenue Sources, Capital Debt and Operating Assessments.

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Dr. Sanborn commented on the increase in enrollment and the significant waiting list. He noted that this is the reason they are looking at 374 Main Street. They are in an inter-municipal agreement/lease with the Town of Harwich. He expressed excitement over the fund raising that they are presently undertaking. They are also developing a master plan for that property. He is hopeful that they will be starting two new programs at that location in September of 2025 (FY26). He clarified that nothing about the “farm property” is in the Budget that he is presenting at this meeting.

Dr. Sanborn noted that he and Deputy Chief Considine will meet to discuss the amount that CCT pays towards the Resource Officer and figure an amount that works for both the school and the Police Department. He expects that amount to be incorporated into the FY26 Budget.

Mr. Howell stated that he would make his annual comment, noting the name of Jimmy Marceline. (He was referring to a promise made 7 years ago to name something after Jimmy Marceline).

Mr. Sanborn replied that they would be dealing with that when they deal with the 374 Main Street property. (He was referring to the new Agricultural Facility.)

Mr. MacAskill moved to accept, recommend and place Article 6 Cape Cod Regional Technical School Budget assessment for the Town of Harwich in the amount of \$2,204,820. Seconded by Mr. Howell.

Vote 4:0 in favor. Motion carried.

#### B. Discussion and possible vote on a debt exclusion article for Monomoy Regional Middle School

Michael McMillan was present and gave a presentation on a debt exclusion article regarding the Monomoy Middle School siding and trim replacement. He showed slides and described the reason for the request in detail. Mr. McMillan also explained the project financing, the timeline for the project and Town options. There is a long term plan for projects which he will supply to the Board.

Mr. Howell confirmed for the record, that it is expected that the building will be there in twenty years.

Board members asked questions which Mr McMillan answered in detail.

Mr. MacAskill commented on the need to move forward on the assessment and on the way it is done.

Board members agreed that they will have those discussions after Town Meeting,

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Mr. Powers noted that if the Board approves this, he will need direction on the issue of Debt Exclusion for the 2024 Town Meeting.

Mr. MacAskill requested that the information that is not in the packet, be sent to Board members via email.

Mr. MacAskill moved to vote to create an Article for the Monomoy Regional Middle School Siding Project, estimated amount 2.5 million, contingent on a Debt Exclusion. Seconded by Mr Howell.

Mr. Powers noted that they will have to work with Bond Counsel to create the ballot question and get it to the Board as quickly as possible.

Discussion continued regarding the money being included in the assessment which is based on estimates. Mr McMillan answered questions from the Board.

Kathleen Barrette, Financial Director was present and explained that the money has been accounted for separately in the latest adjustment.

Mr. Powers confirmed that the \$250,000 earmarked in the debt table is going to be 76.23% for Harwich, which is included in the Draft Article

Mr. MacAskill requested the number for this project, that is built into the Capital Budget.

Mr. McMillan replied that the amount is \$192,000.00.

Ms. Barrette clarified that all the debt documentation has been put forward and she is unsure that this debt could be introduced and approved for a May to June borrowing.

Mr. McMillan described the timeline, if the Select Boards approves the motion.

Vote: 4:0 in favor. Motion carried

Mr. Powers noted that, regarding item C., the Board refer to the list of Articles. He has Article numbers that he is prepared to use. He also emphasized that he is requesting that they accept, recommend and place various Articles.

C. Discussion and possible vote to accept, recommend and place the following Articles in the 2024 Annual Town Meeting Warrant:  
o Town Operating Budget

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Mr. Powers noted that this is typically Article 4 and he referred to the pertinent pages in the packet.

Mr. MacAskill asked for the original Budget proposal percentage and noted that Article 4 appears to be 8.1% overall. He requested a document that shows how the Budget went from the original to the 8.1%.

Ms. Barrette will get that information for the Board.

Mr. MacAskill referred to Water Retained Earnings and asked why it is retained earnings and not a budgeted item.

Ms. Barrette responded that the figures noted are not from retained earnings. She also commented that the terminology can be adjusted for clarification.

Mr. Howell commented that he wants to see, in detail, how summary line items were determined.

Ms. Barrette responded that she can supply the information that was being requested and distribute it to Board members.

Board members made suggestions and asked additional questions which Ms. Barrette answered.

Mr. MacAskill moved to place Article 4 Town Operating Budget on the Annual Town Meeting Warrant. Seconded by Mr. Howell.

Vote 4:0 in favor. Motion carried.

Mr. Powers noted that he will inform the Finance Committee at their Public Hearing on the 21st that Article 4 has been placed but not yet voted to accept or recommend.

Mr. Howell noted for the record that he has spoken with a number of the Finance Committee members and they want the same information that he had just requested.

Ms. Barrette will forward the requested information to the Finance Committee also.

Mr. MacAskill confirmed that the answers to the questions he posed, will also be relayed to the Finance Committee. He also requested information regarding the Enhancement of Services (EOS) for the DPW.

Board members emphasized that they are supporting the Budget, they are only requesting more detail.

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Mr. Powers asked the Select Board for guidance on Appendix B. He suggested that he can provide as much detail as the Board requires by utilizing MUNIS or other software to generate reports.

Ms. Kavanagh suggested using any format other than MUNIS, that may produce a more easily understood document or spreadsheet.

Mr. MacAskill commented that the way they have done it in the recent past has been successful and he does not see a need to add more information.

Ms. Kavanagh emphasized that offering as much information as possible to help people understand the Articles is beneficial as long as it doesn't hold up the finalizing of the Warrant. She also emphasized that the Board fully supports the Warrant. Information was requested only for the purpose of showing that they support the decisions the Board has made, where they started and where they ended. It is not that there is anything wrong with the Budget.

Both Mr. Powers and Ms. Barrette emphasized that they can supply all the information requested in whatever format is needed. Mr. Powers described his Town Meeting notebook, how it is set up and the information included. He emphasized that he strives to have as much information available as possible.

o Monomoy Regional School District Budget

Mr. MacAskill moved to vote to accept, recommend and place Article 5, Monomoy Regional School District Budget Assessment to the Town of Harwich for \$29,876,982. Seconded by Mr. Howell.

Vote: 4:0 in favor. Motion carried.

o Cape Cod Regional Technical School District Budget

Previously voted.

o Water Department Budget

Mr. MacAskill moved to vote to accept, recommend and place Article 7 Water Department Budget in the amount of \$4,831,887. Seconded by Mr. Howell.

Vote: 4:0 in favor. Motion carried.

o Wastewater Department Budget

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Mr. MacAskill moved to vote to accept, recommend and place Article 8 Wastewater Department Budget in the amount of \$700,432. Seconded by Mr. Howell.

Vote: 4:0 in favor. Motion carried.

- o Transfer from the Special Purpose Wastewater Stabilization Fund for Wastewater to the General Fund

On Mr. Power's recommendation, no action was taken, as this is covered in Article 4.

- o Citizen Initiative Petitions
  - Tree Preservation Bylaw

Mr. MacAskill moved to vote to place Article 10 Tree Preservation Bylaw. Seconded by Mr. Howell.

Vote 4:0 in favor. Motion carried.

Mr. MacAskill moved to vote to support Article 10 Tree Preservation Bylaw. Seconded by Mr. Howell.

Mr. MacAskill stated that he will be voting not to support this Petition.

Patrick Otton commented that what he had submitted did not translate in the same format, some graphics were eliminated and text was not aligned. He has resent the submission and requested that it be presented in the correct format.

Mr. Powers showed the petitioner what had been included in the packet. He explained that the reason it appeared as it did is because the Town cannot change wording in the petition. Counsel builds the Article based on the Petition and all the other documents. Mr. Powers noted that he had sent the petitioner an email with the Article attached.

Ms. Kavanagh directed Mr. Otton to check his email for the document noted and then have a conversation with Administration.

Mr. Otton went on to explain the reason for and intent of the Petition.

Mr. MacAskill voiced his objection and commented that the wording within the Petition is open to interpretation and could be misleading to the public. He also added that he hopes the Select Board will have an informational session to allow the other side of the Public who are completely against this, to get their voice out in public.

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Ms. Kavanagh suggested having an informational session to address all the Petition Articles and address any questions.

The Board members agreed that there will be an informational session held by the Board addressing the Petition Articles.

Mr. Handler noted why he would not be voting to support this Petition.

Vote: 0:4 with all members opposed.

– Home Rule Petition: Pesticides

Mr. MacAskill moved to place Article 13 Home Rule Petition: Pesticides in the Annual Town Meeting Warrant. Seconded by Mr. Howell.

Vote 4:0 in favor. Motion carried.

Mr. MacAskill moved to support Article 13 Home Rule Petition: Pesticides. Seconded by Mr. Howell.

Mr. Otton explained the reason for and intent of the Petition. He also noted what other Cape towns have done regarding pesticides.

Mr. MacAskill noted that the wording mirrors the wording in the “Round-Up” Article. Board members asked questions confirming that this Petition has not been before the Town previously.

Mr. Otton replied that it is a copy of what Orleans had used, it passed in Orleans and has been submitted to the Legislature.

Mr. Handler asked, if this is a Petition to Petition the State to allow Harwich to handle pesticide usage, who in Harwich would be responsible for that.

Mr. Otton replied that it would be the Board of Health.

Mr. MacAskill explained there State Agency MDAR, which has people who are licensed and control this, emphasizing the there is already oversight in this area.

Mr. Howell commented that DDT use did not change until there were laws nationally. He noted that it is difficult to regulate on a local basis due to the migration of the pesticides. Mr. Howell expressed his concerns, noting paragraph 2 and the word “findings”. He also commented that telling anyone on a local basis that the pesticide police are going to come if you’re using something, is completely unworkable.

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Mr. Otto responded saying that strict enforcement is not necessary to make this work.

Mr. Powers noted that Counsel has reviewed all Petitioned Articles. Regarding the Pesticide Petition, he read from Counsel's notes: "The text of the Home Rule Petition was not included in this Petition as was done in the Fertilizer By-law. Special Legislation is required for both". Mr. Powers believes that Counsel is saying Special Legislation for the By-law and for the Special Legislation. He continued "There is no need to also enact a By-law and Counsel would not recommend that the Town enact a By-law as well." He will share all of Counsel's notes with the Board. The information is still under Attorney-Client Privilege. The Board can decide on publication after they have reviewed it.

Mr. Otton asked and received confirmation that he will not be able to see those notes until after the Board decides that it is available.

Vote: 0:4 with all members opposed.

– Authorize Special Act to Enable Harwich to Regulate the Application of Fertilizers

Mr. MacAskill moved to place Article 14 Special Act to Enable Harwich to Regulate the Application of Fertilizers on the Annual Town Meeting Warrant. Seconded by Mr. Howell.

Vote: 4:0 in favor. Motion carried.

Mr. MacAskill moved to support Article 14 Special Act to Enable Harwich to Regulate the Application of Fertilizers on the Annual Town Meeting Warrant. Seconded by Mr. Howell.

Mr. Handler commented to Mr. Otton that whether his Petitions pass or fail, he has done a good job educating and making people aware. He also noted that he is not supporting this Petition.

Mr. MacAskill noted that his comments are the same as for the last two Petitions.

Mr. Howell commented that there was a time when jurisdictionally this was being considered by the State. This was being considered by the State that they offered the opportunity for the towns to opt out of the State. Secondly, the Harwich Board of Health voted to try and hold jurist action here. He noted that it is in the wrong place, it is in the State Agriculture Department and not in the Department of Environmental Protection. He commented that this is not about saying you can't use fertilizers, it's about who it is that gets to say you use them or don't use them. His position is that to the extent that the Town could have done this, and they could have, they missed the deadline and couldn't opt out. He will support this because ultimately it doesn't ban the use of fertilizers, it determines who it is who gets to say who applies them and how they apply them.

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Mr. MacAskill noted that the Town's own experts, Golf Course Superintendent, landscapers and many people came and spoke on who should regulate this. He stated that the Board of Health in Harwich is not the Department of Agriculture, they are not the State and they do not have the same access to the professionals. This is covered by somebody, this is government overreach at best.

Mr. Otton commented on how much the Town is willing to spend to reduce nitrogen in our environment. He noted that fertilizers contributes 15% of the nitrogen within our environments.

Mr. MacAskill noted that the 15% is Mr. Otton's number. The Board had experts in the room and the Town's professionals saying that 15% is no longer the number. He suggested that Mr. Otton look back on last year's debate for the correct number.

Sharon Pflieger, MS and Chair of the Board of Health was present. She commented that she is not speaking on behalf of the Board. She agreed that pesticides and fertilizers should not be used indiscriminately. There are people on Cape who are certified to use them correctly. She noted that fertilizer cannot at this time be regulated but they do have a policy which follows the state. She made other points regarding pesticides noting the positive roles that they play and emphasizing that there are two sides to the issue.

Vote: 0:3:1 with Mr. MacAskill, Mr. Handler and Ms. Kavanagh opposed and Mr. Howell abstained.

– Affirm Support for a Public Access Swimming Pool and Facilities at the Harwich Community Center

Mr. MacAskill moved to place Article 15 Support for a Public Access Swimming Pool and Facilities at the Harwich Community Center. Seconded by Mr. Handler.

Vote 4:0 in favor. Motion carried.

Mr. MacAskill moved to support Article 15 Support for a Public Access Swimming Pool and Facilities at the Harwich Community Center. Seconded by Mr. Howell.

Mr. MacAskill commented that there are no numbers and he feels it is an irresponsible Article, it does not give the Town the true picture. He noted that the public should know that it would cost them upwards of 10 million dollars and more staff. He noted previous conversations that he and Mr. Powers had with a group over the last two years who were interested in a Town pool. There is a movement going on but to ask the voters to support something with no numbers attached to it seems irresponsible to him.

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Mr. Handler noted that he had been part of a plan to have a pool built in Falmouth. He commented that the money it was going to cost was mind-blowing. He cannot support this Petition in Harwich.

Mr. Howell agreed that the Petition needs a profit and loss. He noted the cost of operating a pool, the chemicals and the corrosive pipes. People need to know what it will cost to build and more importantly to maintain it throughout the years. None of that information is in the petition.

Mr. Otton explained the reason for and intent of the Petition saying that it is just to see if there is support from the Town before moving forward. Numbers will come after they know that there is support.

Mr. Howell added that it would be different if the conversation had started organically. He noted that there were no conversations that included whether or not there were other towns that wanted to be part of it or if the YMCA might be interested in having a pool within the proximity that Harwich would not be responsible for maintaining. He noted conversation he has had in the past, including with Chatham and why they didn't put in their Community Center. Maintaining a pool could cost more than the Community Center itself. This Petition is too restrictive.

Mr. Otton noted that he may make changes at Town Meeting to include an intermunicipal pool.

Ms. Kavanagh commented that she appreciates the intent and noted past interest in a pool that did not go forward. She agreed that changing the wording to just find out if there is interest would be better.

Mr. Handler commented that if it is Private/Non Profit, someone like Cape Cod Swim Club comes in, pays an exorbitant amount of money and then the pool can't be used by the residents of the Town for a lot of hours. He added that, in a survey that was done 15 or 20 years ago nationally, the number of people who say on a survey that people at a health club with access to a pool and actually use it is about 1%. He commented that it is not as cut and dry as, do you want a pool or not want a pool.

Ms. Kavanagh noted all the pros to having a pool for all generations to use.

Mr. Powers commented on previous discussions regarding a community or regional pool as recently as a year ago, noting that a Community Compact Grant had been contemplated but there was little interest from other towns.

Vote: 0:4 with all members opposed.

– Home Rule Petition: Attainable Housing

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Mr. MacAskill moved to recommend and place Article 46 to see if the Town will vote to special legislation to amend the Harwich Affordable Housing Trust By-law Chapter 140 to include attainable housing. Seconded by Mr. Howell.

Vote: 4:0 in favor. Motion carried.

Mr. Handler moved to support Article 46. Seconded by Mr. Howell.

Vote 4:0 in favor. Motion carried.

Mr. Powers noted that the following items impact upon the Capital Outlay Plan and are currently represented as Article 16. It is for the Town to adopt the five year Capital Plan. The Article should read Fiscal Year 2025-2029. The Raise & Appropriate will be removed and renumbered. He distributed material to the Board and gave a detailed explanation and noted changes and other items to be considered. Mr. Powers noted that FY25 has changes which will be reflected in Appendix C for Article 16 and would be reflected in the Funding Articles that come to follow. He described the removals/changes/additions in detail and suggested possible funding sources for the additions.

Board members asked questions which Mr. Powers answered in detail.

Mr. Powers went on to mention a new request, Assistance to Firefighters Grant for EKG monitors.

David LeBlanc, Fire Chief and Craig Thornton, Deputy Fire Chief were present. Chief LeBlanc explained the request to reappropriate \$13,863.

Mr. Powers noted various ways to reappropriate the funds. He recommended that the Board vote to direct the Finance Director and Town Administrator to account for the request.

Mr. MacAskil moved to vote to direct the Finance Director and Town Administrator to account for the request. Seconded by Mr. Howell.

Vote 4:0 in favor. Motion carried.

Mr. Powers described the request from the Director of Natural Resources. He commented that he supports the Director of Natural Resources having a vehicle immediately and asked that the Board allow him to work with the Finance Director and other Departments to reallocate.

The Board directed the Town Administrator to reallocate resources for the benefit of the Natural Resources Director and confirmed that there is no need for this to come before the Capital Plan.

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Mr. Powers stated that what is now before the Board is Draft Article 17 to fund Capital Outlay Projects for FY25 from the sources listed. He listed the sources and amounts recommending that it be accepted, recommended and placed.

o Adopt the Capital Plan

- Capital Outlay Plan Items Funded from Free Cash
- Capital Outlay Plan Items Funded from Other Sources
- Capital Outlay Plan Items Funded from Raise & Appropriate
- Capital Outlay Plan Items Funded from Water Retained Earnings
- Capital Outlay Plan Items Funded from Wastewater Retained Earnings

Mr. MacAskill moved to accept, recommend and place Article 17 as an addition in the amount of \$1,089,863 as read. Seconded by Mr. Howell.

Vote: 4:0 in favor. Motion carried.

Mr. Powers explained Article 18 and what it included.

Mr. MacAskill moved accept, recommend and place Article 18 totaling \$2,892,000 as read. Seconded by Mr. Howell.

Vote: 4:0 in favor. Motion carried.

Mr. Powers noted that Draft Article 19 is no longer needed for the purpose listed.

Mr. MacAskill moved to renumber Article 20 to be Article 19 and to accept, recommend and place Article 19 in the amount of \$652,000 to be funded by Water Department Retained Earnings. Seconded by Mr Handler.

Vote 3:1 in favor with Mr. Howell opposed. Motion carried.

Mr. MacAskill moved to renumber Article 21 to be Article 20 and to accept, recommend and place Article 20 in the amount of \$75,000 to be funded by the Wastewater Retained Earnings. Seconded by Mr. Handler.

Vote: 4:0 in favor. Motion carried.

Mr. Powers noted that Article 21 will be for the Harwich Conservation Trust which will come back to the Board in proper form as Article 21.

Michael Lach, Executive Director of the Non-Profit Harwich Conservation Trust and Tom Evans, President of the Board of Trustees were present. Mr. Lach described in detail, the

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purchase of a Conservation Restriction for the purpose of bringing more funding to the Town of Harwich.

Board members agreed to put Article 21 on next week's Agenda for a vote.

Mr. MacAskill moved to reconsider Article 19 Capital Funding Raise & Appropriate, seconded by Mr. Howell.

Vote 3:0:1 in favor with Mr. Howell abstained. Motion carried.

Mr. MacAskill moved to accept, recommend and place Article 19 in the amount of \$652,000 to be funded by Water Department Retained Earnings. Seconded by Mr Handler.

Vote 4:0 in favor. Motion carried.

- o Placeholder-article appropriating funds from sale of 276 Queen Anne Road

Mr. Powers asked that the Board hold action until he receives information from Counsel.

- o Correct Article 24 from the 2023 Annual Town Meeting

Mr. Powers noted that the language has not yet been confirmed by Counsel. Regarding proposed Articles 24-36, Mr. Powers will confirm this at a meeting scheduled for the next day. He requested that the Board hold on all the CPC Articles.

- o Community Preservation Committee
  - Affordable Housing Trust Funds
  - Beach Automated External Defibrillator (AED) Acquisition
  - Cold Brook Trailhead and Public Access Project
  - Harwich Police Soccer Club Street Soccer Pitch
  - Appropriations and Housekeeping Expenses
  - Lower Cape Housing Institute
  - Monomoy Press Box Project
  - North Woods and Water Supply Protection Project
  - Old Bank Street Firehouse Housing
  - Red River Valley Land & Water Protection Project
  - Senior Memorial Softball Field Fencing
  - South Harwich Gravestone Conservation
  - Veterans Memorial Complex Electric Irrigation Replacement
- o Reappropriate funds from Article 31 of the 2013 Annual Town Meeting

Mr Powers noted that he is waiting for information from Counsel.

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- o Placeholder- Finance Director Article for prior article correction

Mr. Powers noted that he is still waiting for information for this Article.

- o Amendment to General Bylaw Chapter 7

Mr. Powers noted that he is waiting for information from Counsel regarding Chapter 7.

- o Amendment to General Bylaw Chapter 271

Mr. Powers noted that he is waiting for information from Counsel regarding Chapter 271.

- o Amendments to Harwich Charter

Mr. Powers noted that Article 45 accounts for 12 distinct changes to the Harwich Charter and he understands that there is a desire to strike Item #6 which he read and explained. He recommended that if the Board votes Draft Article 45 they strike #6.

Mr. Handler moved to accept, recommend and place Article 45, to strike #6 related to 4-3-2I and renumber, seconded by Mr. Howell.

Vote: 4:0 in favor. Motion Carried.

D. Vote to recommend the following placed Articles in the 2024 Annual Town Meeting Warrant:

- o Town Officers & Committees

Mr. Powers noted that Town Officers & Committees is Article 1.

- o Reports of Officers & Committees

Mr. Powers noted that Reports of Officers & Committees is Article 2.

- o Elected Officials' Salaries

Mr. Powers noted that Elected Officials' Salaries is Article 3.

- o Lease Purchase Agreements

Mr. Powers noted that Lease Purchase Agreements is Article 12

- o Defray Library Expenses

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Mr. Powers noted that Defray Library Expenses is Article 47

- o Promote the Town of Harwich

Mr. Powers noted that Promote the Town of Harwich is Article 48

- o Herring Fisheries

Mr. Powers noted that Herring Fisheries is Article 50.

Mr. Powers stated that the Select Board has voted to place those Articles and is now being asked to accept and recommend.

Mr. MacAskill moved to accept and recommend Articles 1, 2, 3, 12, 47, 48 and 50 as read. Seconded by Mr. Howell.

Vote 4:0 in favor. Motion carried.

#### E. Discussion on any other Fiscal Year 2025 Budget Items or Warrant Articles

Mr. Powers noted that Section E. is on the Agenda to confirm that the Select Board has previously placed and recommended the following Articles.

\* Articles that have been placed and recommended:

- o Cape Cod Community Media Center
- o Revolving Fund authorizations
- o Transfer 172 Queen Anne Rd
- o Transfer 178 Queen Anne Rd
- o Transfer 246 Queen Anne Rd
- o Supplement Cultural Council

Mr. Powers read the Articles and votes in order as listed:

Article 39 Vote: 3:1

Articles 40, 41 and 42 Vote: 4:0

Article 49 Vote 4:0

Sharon Pflieger asked if there is an Article regarding the Sewer Assistance Program (SAP).

Ms. Kavanagh replied that it will be discussed at next Monday's meeting.

## **VII. OLD BUSINESS**

March 19, 2024

A. Discussion and possible vote on potential municipal tax bill inserts per to Massachusetts General Law Chapter 60, section 3(a)

Ms.Barrette explained that the cost of the inserts is .10 each. There are a total of 15, 786 tax bills to be mailed which brings the total cost to be \$1,578.00. She also noted that adding the inserts will delay the mailing by a week.

Mr. Handler moved to accept the municipal tax bill insert per Massachusetts General Law Chapter 60, section 3(a) contingent upon finding an appropriate funding source. Seconded by Mr. Howell.

Vote 4:0 in favor. Motion carried.

### **VIII. TOWN ADMINISTRATOR'S REPORT**

Mr. Powers noted that there is signature report for the Board members to sign and he noted that the Finance Committee is holding their Charter required Public Hearing Thursday, March 21st at 6:15PM.

### **IX. SELECT BOARD'S MEMBER REPORT**

Mr. Howell noted that he attended the Monomoy School production of Beauty and the Beast and commented on the outstanding performances. He also noted that he will be participating on a ZOOM call on Friday and gave details on the subject.

Mr. Handler requested that Office Hours be available on the website.

Ms. Kavanagh congratulated Deputy Chief Considine and all the Polar Plunge participants

### **X. CORRESPONDENCE**

### **XI. ADJOURNMENT**

Mr. Howell moved to adjourn. Seconded by Mr. MacAskill.

Vote 4:0 in favor. Motion carried. Meeting adjourned.

Respectfully submitted,

Judi Moldstad  
Board Secretary

March 19, 2024

**MINUTES  
SELECT BOARD MEETING  
DONN B. GRIFFIN ROOM, TOWN HALL  
732 MAIN STREET, HARWICH, MA 02645  
REGULAR MEETING - 6:00 PM  
MONDAY, APRIL 22, 2024**

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

**ALSO PARTICIPATING:** Joseph Powers, Town Administrator

**I. CALL TO ORDER:**

Ms. Kavanagh called the meeting of the Harwich Select Board to order on Monday, April 22, 2024 at 6:00PM and read the Open Meeting Law Notice.

**II. PLEDGE OF ALLEGIANCE:**

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

**III. PUBLIC COMMENTS/ANNOUNCEMENTS:**

A. Welcome newly elected Select Board Member Peter Piekarski

Ms. Kavanagh welcomed newly elected Select Board Member Peter Piekarski.

Mr. Piekarski expressed his thanks to everyone who supported him through this election, including family, friends and all the voters. He recognized Mary Anderson for her time on the Board and commented that he looks forward to working with the Select Board members and the Town Administrator, Joseph Powers..

B. Office Hours with Michael MacAskill & Jeff Handler – Tuesday, April 23, 2024, 5:30 p.m. – 7:00 p.m. in Room 3 at the Community Center

Mr. Handler announced the Select Board Office Hours as presented.

Emily Mitchell, Town Clerk was present and noted the Annual Town Election, giving details of the date, time and place it will be held. She also noted that the deadline to register to vote. All information is on the Town Website.

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Cindy Williams, Executive Director of the Harwich Chamber of Commerce was present and noted that the new Harwich Magazine is available and noted where it can be found.

Anita Doucette, President of the Harwich Historical Society was present and announced that their annual meeting will be held on May 11th at 1:00PM and will be held in the big meeting room in the basement of the Brooks Library. She noted that the talk will be on the Chase Family.

Carolyn Carey, Community Center Director was present and gave information about events scheduled for the remainder of April and also upcoming events in May at the Community Center. All information is on the Town's Website.

Kara Mewhinney, Cultural Affairs Director participated remotely and noted that Art Week begins Saturday, April 27th and she listed all the events during the week. Ms. Mewhinney also noted events that are scheduled during the month of May. All information is on the Community Center's Website.

Mr. Powers noted that the Town Meeting open Forum will be held on Wednesday, April 24th at 6:00PM in the Griffin Room.

Mr. Howell noted for point of information before the Consent Agenda, he informed the office verbally about the March 19th minutes. He emphasized that he wants to make the point that for the last seven years, he has been trying to secure a promise from Bob Sanburn to name something after Jimmy Marceline. The Tech School would not have been possible without him. To make sure they keep people honest about promises, he wants it in the minutes that both, he asked the question and he (Mr. Sanborn) acquiesced that he anticipated naming a portion of the new Agricultural Facility after him (Jimmy Marceline). He stated that it needs to be in the Minutes so they know that it was said. He requested that the Minutes of March 19th be held back for one more meeting and the statement he made should be in this Meeting's Minutes. He noted that he wants to see the sentences because it is important to him.

**IV. CONSENT AGENDA:**

A. Approve the Select Board Meeting Minutes for:

1. March 19, 2024

The Minutes of March 19th are held until next week for edits.

2. March 25, 2024
3. April 1, 2024
4. April 8, 2024
5. April 10, 2024

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Mr. Handler moved to approve the Minutes of March 25, 2024, April 1, 2024, April 8, 2024 and April 10, 2024. Seconded by Mr. MacAskill.

Mr. MacAskill withdrew his second to April 10th. Mr. Handler withdrew his second to April 10th.

Vote: 4:0:1 in favor with Mr. Piekarski abstaining. Motion carried.

Mr. Handler moved to approve the Minutes of April 10, 2024. Seconded by Mr. MacAskill.

Vote: 5:0 in favor. Motion carried.

## **V. PUBLIC HEARING & PRESENTATIONS:**

A. Public Hearing on the proposed amendments to Harbor Management Plan, Appendix A, Special Purpose Mooring Assignment; Votes may be taken

Mr. Handler read the Public Hearing Notice on the proposed amendments to Harbor Management Plan, Appendix A, Special Purpose Mooring Assignment.

John Rendon, Harbormaster was present. He explained that he is requesting that the Board allow him to issue a Special Purpose Mooring for Cape Cod Community Rowing. He gave a detailed description of what a Special Purpose Mooring is, a brief history of Cape Cod Community Rowing and why they requested the mooring.

Mr. Howell moved to open the Public Hearing. Seconded by Mr. Handler.

Vote 5:0 in favor. Motion carried.

Ms. Kavanagh asked if there were comments from the public.

No response.

Mr. MacAskill moved to close the Public Hearing. Seconded by Mr. Handler.

Vote: 5:0 in favor. Motion carried.

Mr. MacAskill moved to approve the proposed amendments to Harbor Management Plan, Appendix A, Special Purpose Mooring Assignment; as presented. Seconded by Mr. Howell.

Vote: 5:0 in favor. Motion carried.

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B. Presentation by Karen Sunnaborg of the Housing Production Plan's needs assessment;  
Vote to support

Karen Sunnaborg, Housing and Planning Consultant participated remotely. She noted that her brief presentation has a lot of material and the document is on the Town's Website. She explained the updated information on the new Production Plan. She noted that Harwich is half way to their 10% State Affordability Goal. Also noted were major demographic and economical trends. Ms. Sunnaborg commented that the statistics showing that people who work full time in Harwich cannot afford to live in Harwich. Housing Growth and Occupancy Trends were noted as was Housing Cost Trends. In summary, she identified Priority Housing Needs which she described in detail. Ms. Sunnaborg noted next steps. The first sections are drafted, and they have begun drafting the next sections. There will be another Public Forum to present the Plan. They will need approvals from the Planning Board and Select Board before submitting the Plan to the State.

Mr. Howell suggested that, before the Public Forum, he would like to have a Stakeholder Forum including the Housing Committee, Housing Authority, Housing Trust and providers to be sure they are all on the same page about where they're heading before going to the public.

Ms. Sunnaborg agreed and said they will do what Mr. Howell suggested. She projected the end of the spring and early summer to have the forums.

Mr. Handler supports having more stakeholder forums and explained his reasons.

Mr. Howell asked Ms. Sunnaborg how she is dealing with the fact that with Affordable Housing, there is a limit to how much equity can be taken out when the home is vacated.

Ms. Sunnaborg replied that the major issue is the cost of land and she explained the effect of that cost.

Ms. Kavanagh will contact Ms. Sunnaborg by the end of the month regarding the Stakeholder and Public Forums.

## **VI. NEW BUSINESS:**

A. Approve the Community Rating System (CRS) National Flood Insurance filing

Mr. Handler moved to approve the Community Rating System (CRS) National Flood Insurance filing and to authorize the Chair to sign. Seconded by Mr. MacAskill.

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Mr. Piekarski asked if the low-lying roads are the only high risk areas or if other areas in town are high risk or most at risk.

Ms. Kavanagh replied that the flood maps would dictate that.

Christine Flynn, Town Planner was present and noted that there are other areas that have been defined as “at risk for flooding”. Mitigation studies are ongoing, this report identifies the most recent.

Mr. Piekarski asked about #14 which talks about the advanced weather equipment and asked if it had been requested or was not needed.

Ms. Flynn replied that all of the funds that had been requested were funded for communications.

Mr. Rendon noted what equipment has been updated and that they have access to the information needed.

Mr. Piekarski asked about the expansion of Wychmere Outer Harbor.

Mr. Rendon replied that they had talked about dredging and expanding the mooring field a bit but it is a huge dollar value and other projects were priorities.

Vote: 5:0 in favor. Motion carried.

#### B. Discussion on open projects related to Brooks Academy Museum; Votes may be taken

Mr. Handler noted that at the last meeting, the question of Brooks Academy was raised and Select Board Member MacAskill made a point that there is still approximately 1 million plus dollars in the Brooks Academy “account”. Approximately \$600,000 is CPC money and the remainder is potentially usable. He would like to understand what is usable now, what is specifically allocated for exterior work, if there is a plan for beginning the exterior work and the plan for the million dollars.

Mr. Powers responded that in reference to the million plus, he would like to ask Sean Libby, Facilities Manager, if he has available numbers on Article balances. The majority of that is related to Article 27 of the 2023 Annual Town Meeting and he noted details. Regarding next action, the concerns are knowing that the Capital request, that was provided through Capital Outlay, talks about compiling projects that were previously stretched out across Fiscal Years 24-27. He specified the expected savings vs the expected cost of projects if done separately. They are still in the window to use the CPC funds and those funds can only be used for what was identified. He, as the Procurement Officer, is not convinced that the \$690,000 will be sufficient for those projects as they were envisioned in 2023. There is an expectation that they will need additional funds.

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Sean Libby, Facilities Maintenance Manager was present and explained that following Town Meeting last year, he told Mr. Powers that he didn't think the \$690,000 would cover the siding and he explained why. He explained why certain parts of the project have to be done before others. There has to be a plan in place before they start the work. The \$690,000 is the total balance for the Article for siding and windows. There is \$322,000 left from the original \$475,000 approved at Town Meeting.

Mr. Handler confirmed that the plan is to pool the money together, for a better plan of attack, to start working through the building.

Mr. Howell commented that the government is chasing its tail. There is a Brooks Academy Commission, Administration, the Select Board and the Capital Outlay Committee. To his knowledge, the Capital Outlay Committee never voted to zero out this project. He asked why, in terms of process, they don't all get together to travel in the same direction at the same moment instead of revisiting issues. He noted that there has to be a process that makes sense. He is concerned that the Capital Outlay Plan was not amended by the Capital Outlay Committee. It came to the Select Board through the Town Administrator with a zero on it.

Mr. Handler agreed that there needs to be a better plan of attack for the building. He read the plan for FY25-28 and the asks which total \$875,000.

Mr. Libby explained that those asks were from the Commission. He did not request those amounts.

Mr. Handler agreed that they are not doing this right. There has been no true plan to get the building healthy and up and running again. He would like to see a plan developed soon.

Mr. Piekarski asked if they are at a standstill with the building to which Mr. Libby replied, yes. He also asked if there is a Comprehensive Engineering Report of the building to which Mr. Libby replied that yes. He asked if a strategic plan had been laid out.

Mr. Libby replied that it was not a strategic plan but it was a list of recommendations of what they could do to the building. BIA Studio Architectural Planning provided the list. They are presently on the 4th architect.

Ms. Kavanagh commented that they have the architect that was contracted to submit for the variances to the Architectural Access Board. They have to wait to hear what the Architectural Access Board will or will not allow.

Mr. Howell noted that the State won't grant such requests unless they demonstrate that they have a plan setting aside money for that so, that is not the first step. He stated that the Capital Outlay Committee also approved this in the segments that it was requested so they are not

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communicating with each other. They need a meeting where they are all together and have some sort of idea where they are heading.

Ms. Kavanagh commented that there may be a gap that was not voted by Capital Outlay.

Mr. MacAskill commented that Mr. Libby had recommended through the Town Administrator that instead of the \$875,000, that 1.160 million would be spent this year to have the project make sense. When the conversation came up about putting things back on the Capital Plan, it made no sense to him until Mr. Libby said they needed more money to do the actual project. The recommendation was made that it be put on Fall Town Meeting after the recertification of Free Cash and hopefully have the money there. He thanked Mr. Libby for putting together something that makes sense. He agreed that they do need to have a meeting with the Commission and although they are working on this, he does not recall them requesting a meeting with the Select Board to go over the plan. He also commented that, regarding restoring the Capital Plan, the Town Administrator had stated that it didn't matter to him if it was put back on the Capital Plan or not. Based on this conversation, it makes no sense to put it back on the Capital Plan at \$175,000 this year and then \$350,000 and \$350,000 without coming up with a number that makes sense. He agreed that they need a meeting with the Professional who is trying to save the Town money.

Ms. Kavanagh thanked Mr. Libby for compiling all that information and bringing it to the Board. The Board appreciates that he has done a lot of work for the benefit of the building, the Town and the Commission.

Mr. Howell stated that the amount of Free Cash that they have was not handed down by the State from on high, it's requested from them. When the Capital Plan was put together, there was an understanding that it was going to be considerably higher than what it got approved for at the DOR. He commented that they should have been alerted before this became a controversy that whatever the pretext was for that Capital Plan to address the Brooks Academy was short on money because they didn't ask for Free Cash to be certified at the level it would have allowed them to have the money to spend at this Town meeting. There's a lot going wrong and they need to pay attention to what they're doing and understand the ramifications that one party dropping one thing changes what other parties are able to do and they haven't done that.

Lynne Zalesak, Brooks Academy Museum Commission was present and thanked Mr. Libby for everything he has done. She also commented that she would like to have a meeting with everybody. David Spitz did all the planning and he has resigned from the Board. She expressed the need to get the building up and running again and explained why she felt it was important.

Linda Cebula of Harwich Port was present and commented on the information regarding digging up the foundation to put in a lift. She asked for clarification because her understanding was that when the foundation was done, it would be ready for the lift to be installed. She expressed her concern that money was wasted.

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Mr. Libby replied that there was no plan for a lift when the foundation was done because they had not yet hired an architect.

Duncan Berry was present and commented that, as a member of the Society, it was his recollection that they have an exemption for an elevator from the Americans with Disabilities Act for a certain amount of time. Over the course of COVID, they lost the thread in a couple of these things. He understands that when that thread was lost, they lost the opportunity to be exempt from having to put in tens of thousands of dollars to redo the foundation and put in elevators. He suggested they reconsider submitting an application for an exemption as they go ahead. He expressed that everyone wants to be on the same page.

Diane Digianeiro of the Garden Club of Harwich was present and noted that they too are stakeholders and are waiting patiently for this project to get underway. They feel strongly that they want to be able to help with the landscaping. She noted that the Garden Club was gifted an inheritance and they thought it would be a great use of that money, to set aside some of it to help with the landscaping costs and develop a landscaping proposal. She asked that the Board consider that the Garden Club has a plan for landscaping the outside and they have dedicated money to do that. When they get closer, they would love to come before the Board and show them the landscaping plan.

Anita Doucette thanked the Board for their support and commented that she likes the idea of everyone working together to move forward.

Mr. Handler commented that he is comfortable with where the Board is, where the public is and where the Commission is regarding the Brooks Academy Museum and asked that a date be added to the calendar for everyone to get together, after Town Meeting.

Bobby Parr was present and asked if an ADA representative would be included in the meeting. He also asked if any work will be done to the building prior to the fall meeting.

Ms. Kavanagh replied that all Departments would be included. She also replied that they will meet to come up with a comprehensive plan. There would be no point in attempting to do other work prior to the Fall Town Meeting. She noted that they can always go back to next year's Capital Plan. She explained that the money will not be abandoned.

C. Approve a Change of Manager Application for the Belmont Condominium Beach d/b/a The Beach, 1 Belmont Road

Mr. Handler moved to approve a Change of Manager Application for the Belmont Condominium Beach d/b/a The Beach, 1 Belmont Road. Seconded by Mr. MacAskill.

Vote: 5:0 in favor. Motion carried.

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D. Approve a Special Permit Application for a one day wines and malt permit for Jessica Gomes, The Beaded Wire, event to be held on May 11, 2024, 11:00 a.m. to 6:00 p.m., at 554 Route 28, Unit 14

Mr. Handler moved to approve a Special Permit Application for a one day wines and malt permit for Jessica Gomes, The Beaded Wire, event to be held on May 11, 2024, 11:00 a.m. to 6:00 p.m., at 554 Route 28, Unit 14. Seconded by Mr. MacAskill.

Vote: 5:0 in favor. Motion carried.

E. Approve a Special Permit Application for a one day wines and malt permit for David M. Cravenho, event to be held on June 8, 2024, 6:00 p.m. to 10:00 p.m., at 204 Sisson Road

Mr. Handler moved to approve a Special Permit Application for a one day wines and malt permit for David M. Cravenho, event to be held on June 8, 2024, 6:00 p.m. to 10:00 p.m., at 204 Sisson Road. Seconded by Mr. MacAskill.

Vote: 5:0 in favor. Motion carried.

F. Approve a 2024 Annual Class II Used Auto license renewal for Good Sons Motor Cars Inc., 210 Queen Anne Road, Unit 12

Mr. Handler moved to approve a 2024 Annual Class II Used Auto license renewal for Good Sons Motor Cars Inc., 210 Queen Anne Road, Unit 12. Seconded by Mr. MacAskill.

Vote: 5:0 in favor. Motion carried.

G. Discussion on Kayak Rack rental fees; Votes may be taken

Eric Beeber, Director of Recreation and Youth was present and explained the request for a new pilot program/service that the Department would like to provide. He explained the pilot program in detail including the proposed rental fees. He also noted that he went to the proposed areas with Amy Usowski of Conservation to choose areas where the kayaks are allowed to be. In response to Mr. Howell's question, Mr. Beebe explained that renters would be signing a liability agreement. He confirmed that the money from the fees will go to Administration and not to any underlying liability.

Mr. MacAskill moved to approve the request from Recreation for Kayak Rack Rental Fees as presented. Seconded by Mr. Handler.

Vote: 5:0 in favor. Motion carried.

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## H. Discussion on Select Board Goals & Objectives

Ms. Kavanagh noted that she had shared the document that the Select Board has used in the past. She asked Board Members for suggestion, edits, comments, additions and deletions. She noted that the document is to start the conversation. Ms. Kavanagh distributed a document from Mr. Howell.

Mr. Howell commented that he feels very strongly, given where they are in terms of the Town and management thereof. He agrees with Mr. MacAskill about deliverables but when there is a preponderance of these things, you lose the forest through the trees. He noted that they have not aligned position standards with a position description. He commented that it goes from year to year, doesn't matter what the new project is, what the old project was, but things that are necessary in order for them to know that they're getting the kind of management they want and can actually access objectively each year. He referred to the document he handed out noting that it is to show that they are talking apples and he is talking oranges. He did note that when they're at the point where everything is as important as everything, nothing's important anymore. It's impossible to effectively track 12-18 goals with rank priority. He thinks that if they are going to be utilizing this to do a performance appraisal, you need both. They need what is, that without what you do in a given year, not project wise but your conduct and performance, then even if you happen to be successful on a particular objective, you're still not successful in managing. He would like to have the larger discussion about how to blend particular major objectives and goals with a position standard which other levels of government use, noting State and Federal Governments. He is passionately advocating that when they go back into this and have a deeper dive, that they have a discussion as a bigger thought that it's not just that matrix list that Ms. Kavanagh emailed to them. There is something else that they are missing.

Ms. Kavanagh clarified that it is not her list. It is the list that the Select Board has used in the past. She commented that the list is helpful to a degree and she has looked at other towns to see what they have been doing. She will share the information that she found for the Board to give their opinions. She agreed that more importantly it's the content and how they define it.

Mr. Howell emphasized that he is not talking about one supplanting the other. He commented that you have to be able to objectively assess a deliverable, something that has a beginning, a middle and end so you know that it is done.

Mr. Piekarski commented that these goals, in terms of SMART goals, if they're not measurable, realistic and achievable then they are wasting his time and their own. He noted that the list was extensive and he would not call all of them realistic. He will focus on what is truly measurable, achievable and realistic for the Town Administrator to accomplish.

Mr. MacAskill commented that for him, the action and deliverables has been and will remain to be one of the most important pieces. He doesn't want to create work just to create work and a

lot of what is on the list, has other people assigned to it. He noted that one year there were 117 objectives but it was spelled out that it was for the Town Administrator to assign. Given the current system on review of the Town Administrator, they don't get involved in the day-to-day business and they're not supposed to be talking to Department Heads about their thoughts on whether or not the Town Administrator is doing his job. By creating objectives with deliverables, if the job is done by someone else ie: the Police Chief, the TA delivered it and got it done. Mr. MacAskill also commented that outside of their list is a town to run and he recognizes how much work is involved. He asked Ms. Kavanagh for an update on the Procurement List because that is one of the goals. He would like to get an idea of where they stand on that list which at one point had 60+ open projects by no fault of the current Town Administrator. It has been suggested that they have other people doing procurement so they could burn through the list. That would be another action that would be deliverable by the Department Head back to the Town Administrator and back to the Select Board that shows that it gets done. He noted that in the past they have had a summer schedule when they do not meet every week but there is still plenty to do. He suggested that in June when they go to that schedule, they set aside a Monday to have the Select Board's Workshop where they can have paper on the table and they can go through it and try and put it together. He feels that the Workshop with the Town Administrator involved, to show where they are at, makes sense to him.

Ms. Kavanagh commented that she agrees with that for the reasons that Mr. MacAskill noted.

Mr. Howell commented that in addition to what they are saying, they had discussion at this meeting about the process. There are 278 pages that they were handed on Friday. What he is saying is that the way that they can successfully approach certain things has a lot to do with the process they're approaching it with. He noted that Ms. Kavanagh brought up that in other towns, the Select Board individual members go in to the Town Administrator to find out what's going on, what do you see in the future, the past, so they're all up to speed and have time to analyze what they are doing. If the process is bankrupt, you're just lucky if the conclusion ends up landing in the right spot. If they're both aligned, they're in a much better position to be able to govern. He does not feel it's necessary for all of the items to get adopted, they just have to have something that recognizes that they are part time and not in a position to always know the information. They have to address that so the professional that they hire is aligned with their aspirations as an elected official and that the goals are specifically enunciated.

Mr. Handler emphasized that he agrees with everything that has been said, all good points. He noted that back when he became a Select Board Member, he thought it would have been helpful to have an idea or an understanding of the vision and the culture of the Select Board. He made a suggestion a couple of weeks into his seat on the Board that from the top down there needs to be a vision and a culture that is set by the Select Board, that can permeate down through the entire org chart, that gives everybody fair opportunity to succeed. He noted that there is turnover every three years with the Select Board and the vision and culture could be amended. But at the end of the day, he thinks there needs to be a beacon by which the Select Board thinks everything through using that beacon. He sees that the matrix they received has goals, some objectives,

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some deliverable and some things that he would say, how do they want their town to feel. That is important to him.. He has always given great consideration to how people feel and he emphasized that it goes from the Select Board down, through Administration, through Staff, through the public and visitors. He suggested again that they start in conjunction with their goals and objectives. That they create some kind of mission/vision/culture statement for this Board.

Board Members discussed next steps.

Ms. Kavanagh noted that she will share the other information she has, to give another overview of how they can approach this. Some towns have a mission statement. They can have another discussion but they have Town Meeting so she suggested another conversation in early June. As things quiet down, they can develop one document and then use that to go forward.

I. Select Board Member Howell to provide update on the Harwich Accessibility Rights Committee (HARC)

Mr. Howell noted that he had forwarded a number of things to Board Members. He is not expecting anything to actually happen as an action at this meeting. He is just letting the members know that first and foremost, Staff did send him the MGL. He tied it in to what's going on in the Charge but it is not their duty because the Town does not have or has ever accepted an Accessibility Rights Commission. The rules and objectives can be alluded to, it broadens things up in terms of buildings and governance so people can participate, audible disabilities, challenges for vision noting that low vision is an endemic on Cape Cod. The only fly in the ointment is that it's consistent with the way they approved the Golf Advisory Committee. He has said that he doesn't like that they have to respond to what the Board tells them but that's a bigger discussion for another time. They have the Charge and it's based in what the Board last voted. He is open to what the Board wants to do but feels this nails what everybody was looking to do. He noted that he took out things that were regulatory, that were the Select Board's responsibility. It also gets them back to five instead of seven.

Ms. Kavanagh noted that Mr. Howell emailed the Charge to everyone. To give everyone time to read out, they can bring it back next week.

Mr. Handler commented that he is glad they are not taking a vote on it at this meeting because he wouldn't vote to support this Charge as presented. He commented that Mr. Howell had stated that it is consistent with the Golf Committee Charge which Mr. Howell voted not to support. He asked Mr. Howell if he would be voting no for the actual Charge that he just presented.

Mr. Howell replied, probably. He feels that the Select Board can't tell everybody what they know, that's the whole point of advising.

Mr. Handler noted that he watched the October 2, 2023 meeting because as he read Mr. Howell's Charge, he thought exactly what Mr. Howell brought up, it's exactly the same as the Golf

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Committee's Charge. However and respectfully, he made it clear three times that the Golf Committee Charge that he had the opportunity to write and be part of, was specifically intended for the Golf Committee, to put some guardrails up for a Committee that Mr. Howell told him from day one, was having an awful lot of trouble staying in their lanes. When he worked with people to craft that Charge, he made it clear to the Board and the public and the Committee that he didn't see it being the template for all other Committees. All other Committees were not having the troubles that the Golf Committee was having. Since they have put the Golf Committee Charge to rest, other Committee Charges have come before the Board and none of them have had that flavor that Mr. Howell is relating to the Golf Committee about, "when I want your opinion I'll give it to you" as part of Mr. Howell's narrative on the 2nd of October. Mr. Handler continued that at that time, Mr. Howell also cited the general provision of the Charter 7-2-1 as well as other provisions to confirm his case that the language flies in the face of the Charter. Mr. Handler commented that he finds it confusing that he would present a Charge to the Board that is exactly what he voted no on. He respectfully doesn't understand where Mr. Howell is coming from in the big picture. Lastly he added that if he could get through all of what he just said and comes to closure with it, to state that the majority of the members of the Committee should be disabled, in this Board Member's opinion, sounds discriminatory and he would like a legal opinion. He noted that if they have as a person who is non-disabled before an Interview Committee and a criteria that would be used to determine whether or not that person is qualified to serve on HARC, is no because that person is not disabled? He cannot put his vote of support on something that sounds discriminatory.

Mr. Howell replied that ironically, he absolutely agrees with Mr. Handler on the last part because it doesn't seem like Mr. Handler read the prior Charge. He noted that, that was lifted from the existing Charge. He does not think it's a good idea.

Mr. Handler asked Mr. Howell why he put it in the Charge.

Mr. Howell replied, because it was a rough draft to bring it before the Board to see what everybody wanted to do. Mr. Howell noted that he is the Chair of Sight Loss Services and has been for seven years. He cares about disabilities, he used to read to the blind at the library. He totally gets what Mr. Handler is saying. There has to be a blend of people who are interested in this along with people who are affected by it. He is not interested in specifying that. Going back to Mr. Handler's first point, he is disturbed about conflating membership with position. If there is a problem with the way people are conducting themselves, that's not an organizational positional problem, it's a person problem and they appoint different people to do things. Mr. Howell commented that he wanted to bring up the discussion about what an Advisory Committee is. He feels that you can't single out a particular Committee because they're not functioning properly because of the people who are on it right now. He would like that bigger discussion to occur at some point. He doesn't care if the Board takes "this" out in the draft. He just wanted to point out that, that's the problem is that it's not about who's sitting there, it's about how it gets conducted structurally. He has no problem with taking out the instructional part and he has no problem taking out the part that you have to be a member of this group or you can't be

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appointed. He thinks that's absurd. The only organization that pertains to this is the Board of Health. For everybody else, all he cares about is good intents.

Mr. Handler commented that he appreciates what Mr. Howell is saying, there's a lot going on to unpack. He thinks that to present a Board with a Charge that you don't believe in is a waste of the Board's time. He suggested that if Mr. Howell doesn't like the fact that it states that the members should be disabled, then it was his responsibility just like it was his, to write a Charge that he thought would be accepted. He understands that Mr. Howell has a genuine interest in helping people who are disadvantaged. He commented that there seems to be a theme. They have three male members looking to join the Golf Committee and Mr. Howell had mentioned to him that he wouldn't support one of them even though he was a great candidate because he's male and he wanted to populate the Committee with more women.

Mr. Kavanagh noted that this was not an Agenda item and should be tabled. To follow up to Mr. Handler's comments, they should go back to everybody taking a look at this but understanding that Don's not comfortable with the Charge. She suggested that Mr. Howell go back and do it to a point where he feels comfortable with it and bring it back.

Mr. Howell suggested that everybody give him input to be able to do that.

Ms. Kavanagh replied that, in terms of giving the Board a Charge, they have all had Committees where they had to deal with the Charge. She suggested that he should go back and look at the Charge. He should go to a point where he feels it's better using somewhat of the template and then give the Board another one. She will bring it back after Town Meeting and they can have that discussion on the 13th of May. That will give Mr. Howell time to revise it to something more amenable to what he would like to see. She commented that it makes more sense to her on the way that they all approached the various Charges.

## **VII. OLD BUSINESS:**

### **A. Discussion on Annual Town Meeting Warrant and all articles therein**

Ms. Kavanagh noted that Staff gave the Board a list of Articles because they need to divide them. She suggested they be divided by categories. She explained that, at Town Meeting they are all assigned Articles and rather than divide them by numbers, they could be divided by subject matter. She asked Board Members for feedback on which Articles they would like to address.

Mr. MacAskill stated that he wants Herring Fisheries and all the CPC Articles.

Ms Kavanagh suggested that, rather than run of through them now, they all look through the list, tell her which ones they would like to address and she will have a list to everyone by the end of the week.

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Mr. MacAskill stated for the record that he wants Herring Fisheries. He also noted that they can all send what they want to Ms. Kavanagh, in the end she will make an executive decision and bring it back. They will get what they get but he noted that they have, in the past, horse traded. He commented that Mr. Howell will disagree with something he says, he'll stand up and at some point they all stand up anyway.

Mr. Howell replied that he and Mr. MacAskill usually fill in for other people when something starts going south.

Mr. MacAskill noted that just because someone's name is put beside something doesn't mean you can't get up and speak about it. He also stated that he will take whatever Ms. Kavanagh assigns to him.

Mr. Powers noted that they had a Motions Meeting with the Moderator, Council, Members of the Finance Committee and other relevant Staff on April 12th. He suggested that Ms. Kavanagh could give a better update than he could regarding Article 50 which is related to the electronic voting.

Ms. Kavanagh stated that the Moderator provided the Electronic Voting Article and they did not have a specific dollar amount attributed to that. In the conversation they had, without assigning a specific dollar amount, what the Moderator will do is gauge the public on whether or not people are interested in moving forward on it. Based on that, it will then be referred back to the Select Board. The Moderator will have Bill Crowell cover his point on that because as the Moderator, he would not be introducing an Article. She commented that the Motions Meeting went well. She did ask specifically about FinCom's motion to take \$75,000 from Fire's Budget to increase the Reserve. She wanted to understand historically if that had ever been done. The Moderator explained that it has not ever been done in his term of approximately 30 years.

Mr. Piekarski asked for clarification, that the \$75,000 being put under their control hasn't been done or a motion on the floor to adjust it hasn't been done.

Ms. Kavanagh replied that FinCom's motion is to take the \$75,000 from the Budget and put it in to FinCom's Reserve. FinCom offered to set that aside specifically for Fire which she said they are not supposed to do. It's a Reserve so anybody can come to look for monies. She noted that there is \$50,000 in that Reserve because no one has had to use it. If FinCom wants to increase the Reserve, they would ask to increase the Reserve, it shouldn't come from somebody's Budget.

Mr. MacAskill noted that they had received an email from Kathleen Barrette, Finance Director that had Sources and Uses with updated amounts. It was dated 04/16 and he asked for a brief explanation. The public has no idea what they went up or down on. He noted that the estimated receipts decreased and the assessments increased slightly. He asked Ms. Barrette to explain specifically for the public, why the Estimated Receipts decreased.

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Mr. Howell commented that he understands where Mr. MacAskill is going with this but the public doesn't have anything in their hands. He asked that in addition, it be included as part of the packet next week, even if it's not an action so they can actually see something.

Ms. Kavanagh replied that the Board had an email and they will have the conversation.

Kathleen Barrette, Finance Director was present and commented that it was a recent update through the normal Legislative process through the State House. As they work through the Budgets they make small adjustments and DLS releases updates with numbers. To be completely transparent and accurate, she sent the slight update. She noted that they are nominal in changes. She offered to put the details of the changes in writing.

Mr. MacAskill replied that he would like to have that and also have it in the packet for the public next week. He asked if there were any thoughts on why the Estimated Receipts went down.

Ms. Barrette replied that it is a component of the Cherry Sheet, there are estimated receipts and the assessments.

Mr. MacAskill referred to Article 16 - Adopt the Capital Plan. He commented that harmony is a great thing, especially at Town Meeting and it seems that there is angst because they zeroed out the lines for Brooks Academy. When they did that, it was a Board decision not the Town Administrator's decision. Mr. Powers had said it didn't matter to him one way or another what the Board did, they are going to have to go back and change the Capital Plan to do whatever they were going to do anyway. If it still doesn't matter and to cure some of the angst, when they make a positive motion because the Finance Committee is not going to make it, they should make it with an amendment to put the \$175,000, \$350,000 and \$350,000 back on it, knowing they will have a much broader conversation and that they don't have the money for the \$175,000 this year. If it is so important to the Finance Committee and some others, should they take away 15-45 minutes worth of debate on Town Meeting Floor and make the motion out of the gate to put it back on. He asked for other Board Member's thoughts.

Mr. Howell commented that he would switch his support for that because the bottom line is the Plan is aspirational, it stands on its own, that is what their intent is. If they don't have the money, that's the second part of it and if it's not getting funded, it's not getting funded. To not have it at all, to zero it out implies that it is not important enough to be in any of the five years. He feels the Finance Committee would agree with that and he would also.

Mr. Powers noted the motion that was prepared, that the Finance Committee will be making at Town Meeting. He read the motion aloud which included changes to the FY25 column. He stated that, as the Moderator reminded, Finance Committee makes the motions to start so it would be an amendment to their main motion.

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Mr. MacAskill asked if, given that they are not making a positive motion on what the Select Board put forward, isn't the normal course for them not to make the motion and for the Board to make a positive motion?

Mr. Powers noted that the Moderator has accepted that motion to be the primary motion. It is a positive motion in that it has a positive action. That is his understanding of the answer from a parliamentary standpoint. He personally added that the Article title is called Adopt the Capital Plan. The Finance Committee supports the adoption of the Capital Plan. The Finance Committee has a positive motion on the Operating Budget under Article 4, there are other elements to it but they also have a recommendation for the Capital Outlay Plan. Regarding the question of the dollar amounts, he does not agree with some of the statements that have been made but those are his personal beliefs. He believes the Moderator would rule, the main motion is the positive motion, any action that reduces that would be a motion to amend the main motion.

Mr. MacAskill followed up that the 1.16 million has never been talked about except in this room. Capital Outlay has never taken a shot at what Sean Libby came up with and gave. It has not been vetted. If the Finance Committee is going to put the Capital Plan back together because the Board took out those lines, he asked if it should be more appropriate for it to be \$175,000 in FY25 and \$350,000 and \$350,000. The 1.160 million didn't exist. He commented that they are changing the amount and it has not been vetted at all.

Ms. Kavanagh emphasized that that amount has not been vetted by Capital Outlay so why would they move that amount.

Mr. Howell commented that they can close in on some agreement. If they were to revert back on their motion to the original amounts, and they make a positive motion, then what is being discussed, all goes away. He added that it is premature, it hasn't been vetted so restore it to what it was, if they agree to make that positive motion they move on and all agree.

Mr. Powers noted that in reference to the 1.16 million not being vetted, he does not believe that is accurate. Earlier when they had the Facilities Manager at the meeting, Mr. Powers was reading from Mr. Libby's application for FY25-FY29 and it was for the \$1,160,000. That was the number that Capital Outlay was working on throughout the fall, that was the number that was in the Plan when the Board met jointly with the Finance Committee on in December 4th. The reduction of it was Mr. Power's act for discussion purposes for the Board. He believes the 1.16 million was vetted and was discussed.

Mr. MacAskill asked for clarification on that as quickly as possible. His recollection of the Capital Plan, that what they met with Finance Committee on was \$175,000, \$350,000 and \$350,000. If that's been vetted, then great. Capital Outlay, never voted to change the Capital Plan to take out the outyears and make it 1.160, that he can remember.

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Mr. Powers commented that the Capital Outlay Committee was not involved in the presentation that he made in February with his Draft Budget and documents, where based on the dollar amounts, he indicated that there was not sufficient funding. But they did vet, and he has it in the application, the 1.16 million. He and Mr. Libby discussed it as early as August and that framed his presentation to the Capital Outlay Committee in the fall. The application that the Facilities Maintenance Manager presented to Capital Outlay was on October 26, 2023 and it was the 1.16 million amount. In summary, the Finance Committee is in agreement with the overall Operating Budget of the Select Board. His concern during the Motions Meeting was if there going to be a motion under the subsequent Articles that fund. They indicated through their Vice Chair that the Finance Committee does not intend to change any other funding. His concern is that they are adding dollar amounts and those dollars don't balance. In Municipal Finance, you want things to balance. The Moderator is aware of this Motion and has indicated that he believes it is within the scope so it can be done. To achieve what they are looking for, the Board would make an amendment to change their numbers to the lower amount.

Mr. Handler commented that he has clearly reconsidered because of new information. He would support this and he agrees with Mr. Howell and likes where they are going in the big plan of harmony.

Mr. Powers asked the Select Board what Article they would support under Article 16.

Ms. Kavanagh noted that the Finance Committee wants to put back in the 2.5 million for Golf and they want to put back in the 1.5 million for Public Works Road Maintenance.

Mr. Powers noted that further, they are not contemplating, as of April 12th, any other motions that appear with any other Articles to then seek to fund those projects.

Mr. Howell commented that that was what he was saying originally, there needs to be no 2/3s vote if this Plan is adopted and within the same Fiscal Year, they come up with funding at another future point. They already agreed to the Capital Plan and all it takes is a straight up majority. To fund it later on, there's no amendment to the Capital Plan if it's done this way.

Mr. Handler noted that procedurally there is no potential risk of losing the funding at a fall Town Meeting if the funding from Free Cash is there.

Ms. Kavanagh commented that they will be going to Town Meeting with a number that they know they can't fund. She does not feel that it makes a lot of sense. The Board is trying to be super transparent and they're being accused of the opposite.

## **VIII. CONTRACTS:**

- A. Approve a one-year lease agreement with Seacoast Harley-Davidson in the amount of \$5,000 for a motorcycle for the Police Department.

April 22, 2024

Mr. Powers noted that what he is asking specifically is for the Board to accept the lease agreement and authorize the Chair to sign.

Mr. Handler moved to approve a one-year lease agreement with Seacoast Harley-Davidson in the amount of \$5,000 for a motorcycle for the Police Department and to authorize the Chair to sign. Seconded by Mr. MacAskill.

Mr. Piekarski asked questions about the lease which Mr. Powers answered.

Mr. Piekarski would like more information on the future use of the motorcycle.

Mr. Powers noted that they have time for Mr. Piekarski's questions and concerns to be addressed.

Mr. MacAskill removed his second. Mr. Handler removed his motion.

#### **IX. TOWN ADMINISTRATOR'S REPORT:**

Mr. Powers has no report.

#### **X. SELECT BOARD'S MEMBER REPORT:**

Mr. Howell commented that he was under a misconception. When Roman Greer came in and started talking about the Revolving Fund and it was only dedicated to inventory in the Pro Shop, it made him rethink. They have General Receipt money in different buckets that they contemplate using for a number of things and he has been asking for Administration to give him five years of what has gone in it, where it's coming from and what has come out of it. He commented that it is incumbent on the Board because they oversee the Budget. He does not think it is an unreasonable request and he reiterated that he would like to see that number after Town Meeting.

Mr. Handler thanked Cindy Williams for her unbelievable effort and said that she did a fantastic job with the 21st Annual Toast of Harwich.

Ms. Williams thanked the auctioneer, Mr. Handler, who made it extremely lively.

Mr. Howell commented, on behalf of the Board, Dan Pelletier had his party from the Water/Wastewater Superintendent's position on Friday. He would like to observe that this is one of the highest quality human beings they have had working in this town. He is a terrific individual, a terrific manager and they all wish him well.

Ms. Kavanagh commented that she called Mr. Pelletier to congratulate him and say how much they will miss him.

April 22, 2024

**XI. CORRESPONDENCE:**

**XII. ADJOURNMENT:**

Mr. MacAskill moved to adjourn. Seconded by Mr. Handler.

Vote: 5:0 in favor. Motion carried. Meeting adjourned.

Respectfully submitted,

Judi Moldstad  
Board Secretary

April 22, 2024

# **NEW BUSINESS**



**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 Eldredge, Assistant Town Administrator

RE: Update on CWMP Phase 3 East Harwich Sewer Expansion Project  
Construction Bids

DATE: Friday, April 26, 2024

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This memorandum relates to your New Business - Item A: Phase 3 Wastewater Contract bid updates and discussion on all alternate options.

I must begin by expressing my gratitude and thank Marc Drainville, Jeff Gregg and all of the GHD personnel involved in the cost estimation process in preparation for the Phase 3 Sewer Extension Project construction bids.

As you will see attached, Jeff and his team did a superb job with costs coming at or significantly below their estimates.

Jeff will be able to speak to the attachments as well as the next steps in the award process (award slated for Monday, May 13, 2024).

Additionally, Jeff and I will be discussing with you two (2) specific matters related to alternate work for:

- Contract 1E: specifically Alternate #3 – Huckleberry Path/Sadie's Way; and
- Contract 2W: specifically Alternate #3 – Walden Way.

Thank you.

**Town of Harwich, MA Phase 3: Sewer Extension Project**  
**DRAFT TOTAL PROJECT COST SUMMARY WITH APPARENT LOW BIDDER**

CWSRF #7290 Contracts 1E & 2W  
GHD Project Nos. 12577255/12618398  
April 26, 2024

<b>BID ITEM SUMMARY</b>	<b>CONTRACT 1-E</b>	
	<b>GHD Estimate</b>	<b>RBO Co.</b>
Base Bid	\$ 25,971,000.00	\$ 20,361,770.58
Alternate 1 - Victoria Road	\$ 211,000.00	\$ 135,924.01
Alternate 2 - Old Carriage Dr	\$ 550,000.00	\$ 411,023.98
Alternate 3 - Huckleberry Path/Sadie's Way	\$ 818,000.00	\$ 480,795.18
Total Alternate 1 Only	\$ 26,182,000.00	\$ 20,497,694.59
Total Alt 1 and 2 Only	\$ 26,732,000.00	\$ 20,908,718.57
Total All Alternates	\$ 27,550,000.00	\$ 21,389,513.75

<b>BID ITEM SUMMARY</b>	<b>CONTRACT 2-W</b>	
	<b>GHD Estimate</b>	<b>RBO Co.</b>
Base Bid	\$ 11,073,000.00	\$ 9,367,653.93
Alternate 1 - West of Elm Drive (Pleasant Bay Road)	\$ 396,000.00	\$ 297,301.82
Alternate 2 -Perry's Way	\$ 336,000.00	\$ 231,172.30
Alternate 3 - Walden Way	\$ 595,000.00	\$ 454,290.15
Total Alternate 1 Only	\$ 11,469,000.00	\$ 9,664,955.75
Total Alt 1 and 2 Only	\$ 11,805,000.00	\$ 9,896,128.05
Total All Alternates	\$ 12,400,000.00	\$ 10,350,418.20

<b>ADDITIONAL PROJECT COSTS</b>		
Contingency (10%)	\$ 3,995,000.00	\$ 3,173,993.20
Add. Engineering Design	\$ 100,000.00	\$ 100,000.00
Engineering CPS	\$ 4,230,000.00	\$ 4,230,000.00
SCADA	\$ 152,000.00	\$ 152,000.00
Police Details	\$ 2,200,000.00	\$ 2,200,000.00
Utilities	\$ 240,000.00	\$ 240,000.00
Subtotal	\$ 10,917,000.00	\$ 10,095,993.20
<b>Total</b>	<b>\$ 50,867,000.00</b>	<b>\$ 41,835,925.15</b>
SRF Application	\$ 49,960,000.00	\$ 49,960,000.00
SRF Eligible Cost (Application)	\$ 49,616,000.00	\$ 49,616,000.00
IUP (2023) - Capped	\$ 41,900,410.00	\$ 41,900,410.00
IUP (Rollover) (See note)	\$ 7,715,590.00	\$ 7,715,590.00

Note: Email from CWSRF Program (Michele Higgins) 02/22/2023 - 2023 IUP was capped and will carry over ot 2024 IUP year {paraphrased}

Town of Harwich, MA Phase 3: Sewer Extension Project

DRAFT BID RESULT SUMMARY

CWSRF #7290 Contracts 1E & 2W  
 GHD Project Nos. 12577255/12618398  
 April 26, 2024

Contract 1-E - Opened 4/23/2024

BID ITEM SUMMARY	GHD Estimate	RBO Co.	CC Construction	RJV	P. Gioioso	Albanese D&S	Average Bid
Base Bid	\$ 25,971,000.00	\$ 20,361,770.58	\$ 24,825,246.30	\$ 24,942,752.00	\$ 26,878,004.00	\$ 31,088,974.00	\$ 25,579,349.38
Alternate 1 - Victoria Road	\$ 211,000.00	\$ 135,924.01	\$ 177,153.07	\$ 148,367.00	\$ 215,348.00	\$ 211,758.00	\$ 177,710.02
Alternate 2 - Old Carriage Dr	\$ 550,000.00	\$ 411,023.98	\$ 518,017.37	\$ 554,051.00	\$ 590,121.00	\$ 533,852.00	\$ 521,413.07
Alternate 3 - Huckleberry Path/Sadie's Way	\$ 818,000.00	\$ 480,795.18	\$ 658,771.31	\$ 571,285.00	\$ 804,728.00	\$ 838,966.00	\$ 670,909.10
Total Alternate 1 Only	\$ 26,182,000.00	\$ 20,497,694.59	\$ 25,002,399.37	\$ 25,091,119.00	\$ 26,893,352.00	\$ 31,300,732.00	\$ 25,757,059.39
Total Alt 1 and 2 Only	\$ 26,732,000.00	\$ 20,908,718.57	\$ 25,520,416.74	\$ 25,645,170.00	\$ 27,483,473.00	\$ 31,834,584.00	\$ 26,278,472.46
Total All Alternates	\$ 27,550,000.00	\$ 21,389,513.75	\$ 26,179,188.05	\$ 26,216,455.00	\$ 28,288,201.00	\$ 32,673,550.00	\$ 26,949,381.56

Contract 2-W - Opened 4/25/2024

BID ITEM SUMMARY	GHD Estimate	RBO Co.	CC Construction	RJV	Dig It	Average Bid
Base Bid	\$ 11,073,000.00	\$ 9,367,653.93	\$ 10,167,587.66	\$ 11,100,535.00	\$ 11,086,326.63	\$ 10,430,525.81
Alternate 1 - West of Elm Drive (Pleasant Bay Road)	\$ 396,000.00	\$ 297,301.82	\$ 359,852.66	\$ 410,759.00	\$ 367,535.51	\$ 358,862.25
Alternate 2 -Perry's Way	\$ 336,000.00	\$ 231,172.30	\$ 266,213.30	\$ 316,660.00	\$ 304,290.00	\$ 279,583.90
Alternate 3 - Walden Way	\$ 595,000.00	\$ 454,290.15	\$ 485,346.38	\$ 492,302.00	\$ 474,141.13	\$ 476,519.92
Total Alternate 1 Only	\$ 11,469,000.00	\$ 9,664,955.75	\$ 10,527,440.32	\$ 11,511,294.00	\$ 11,453,862.14	\$ 10,789,388.05
Total Alt 1 and 2 Only	\$ 11,805,000.00	\$ 9,896,128.05	\$ 10,793,653.62	\$ 11,827,954.00	\$ 11,758,152.14	\$ 11,068,971.95
Total All Alternates	\$ 12,400,000.00	\$ 10,350,418.20	\$ 11,279,000.00	\$ 12,320,256.00	\$ 12,232,293.27	\$ 11,545,491.87

Note: Yellow: Apparent Low Bidder

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

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

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

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

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

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

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

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

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

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

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



**OFFICE OF THE TOWN ADMINISTRATOR**

Phone (508) 430-7513

Fax (508) 432-5039

Joseph F. Powers, *Town Administrator*

732 MAIN STREET, HARWICH, MA 02645

Meggan M. Eldredge, *Assistant Town Administrator*



# MEMO

TO: Joseph F. Powers, Town Administrator  
FROM: Meggan Eldredge, Assistant Town Administrator *ME*  
DATE: April 16, 2024  
RE: Part-time Personnel Bylaw classification and compensation table

---

A request to reclassify the Videographer position within the Personnel Bylaw Part-time Classification and Compensation table has been researched by the Harwich Channel Director. This research is attached to this memo in the form of a salary table showing similar roles in nearby towns. Not every town has a position like this, so those included are the closest representation that Ms. Goodwin provided.

The salary survey shows a range of compensation from \$23.94-29.65 per hour. Our current salary for this position is graded as a PT-4 and ranges between \$17.78-22.61 hourly. A reclassification to PT-5 allows for a broader range of compensation and is representative of the increase in technical responsibilities this role has taken on over the past five years with a salary range of \$21.80-26.95 per hour..

While updating the table, I completed the blank salary steps that existed in it for the PT-5, PT-2 and PT-1 grades. These grades previously had salaries only in the Step 1, 2 and 3 columns. A consistent 2.4% between steps was used because that is the amount between steps 1, 2 and 3 of the PT-5 grade.

I did not add salary amounts to the steps for PT-7 because this grade encompasses the plumbing, gas and electrical inspectors and they receive a \$40.00 per inspection fee on top of their hourly wage.

I did not include any new hourly rates in the PT-6 beyond step 6 as the existing differential between steps for this grade averages 4.5%. I feel it would be beneficial to look at this grade in FY25 and recalibrate the differential at that time.

I recommend the reclassification of the Part-Time Videographer along with the updated job description.

BY-LAW POSITIONS: PART TIME HOURLY RATES

Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
PT - 8	Alternate Building Commissioner	110.00									
PT-7	Plumbing, Wiring, Gas, Building and Alternate Inspectors *(40.00 PER INSPECTION)	23.96	24.57								
PT - 6	Part-time Dispatcher	20.89	22.12	23.33	24.58	25.81	27.01				
PT-5	Emergency Mgmt Director; Special Police Officer; Police Matron; Mechanic; <b>Videographer/Video Technical</b>	21.80	22.34	22.87	<b>23.42</b>	<b>23.98</b>	<b>24.56</b>	<b>25.15</b>	<b>25.75</b>	<b>26.32</b>	<b>26.95</b>
PT- 4	Customer Service Rep - Sticker Sales Recycling; Scalehouse Monitor Recycling; Scalehouse Laborer; <del>Videographer/camera operator</del>	17.78	18.33	18.86	19.40	19.93	20.47	21.00	21.54	22.07	22.61
PT-3	Substitute Custodian; Transfer Station Attendant; Assistant Outreach Worker; Program Aide; Circulation Assistant; Clerical Aide	16.98	17.51	18.05	18.58	19.13	19.66	20.20	20.73	21.27	21.80
PT-2	Registrars of Voters; Weight Room Worker	16.44	16.98	<b>17.38</b>	<b>17.80</b>	<b>18.23</b>	<b>18.67</b>	<b>19.12</b>	<b>19.58</b>	<b>20.05</b>	<b>20.53</b>
PT-1	Library Pages; Election Worker; Sealer of Weights and Measures	15.67	16.05	<b>16.44</b>	<b>16.83</b>	<b>17.23</b>	<b>17.65</b>	<b>18.07</b>	<b>18.50</b>	<b>18.95</b>	<b>19.40</b>

**Proposed changes:**

- reclassify Videographer from PT-4 to PT-5
- add values to blanks in PT-5, PT-2 and PT-1 where no values existed previously

Job Title	Location	Rate	FT/PT		
Video Technical	Town of Brewster	\$24.14 - 26.38	PT	FY24	*job is posted
Video Specialist	Town of Barnstable	\$29.65	PT	FY23	*hired 2018
Video Specialist	Town of Barnstable	\$27.17	FT	FY23	*hired 2022
Media Manager	Lower Cape TV	\$23.94	FT	FY24	
Media Specialist	Town of Dennis	\$27.80	FT	FY22	
Videographer	Town of Harwich	\$17.78 - 22.61	PT	FY24	existing
Videographer	Town of Harwich	\$21.80-26.95	PT	FY24	Proposed

## Town of Harwich Job Description

**Position Title:** Videographer/Camera Operator Videographer/Video Technical

**Department:** ~~Channel 18~~ Harwich Channel

**Classification / Hours:** Personnel By-Law: ~~PT4~~ PT5. Up to ~~40~~ 19 hours per week. Frequent evening and occasional weekend hours required.

**Statement of Duties:** Provides assistance to the ~~Channel 18~~ Harwich Channel Director in the production of government access television programming.

### Essential Functions:

*The essential functions or duties listed below are intended only as illustration of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if work is similar, related, or a logical assignment to the position.*

1. Responsible for ~~in-studio~~ in-studio and remote field live and recorded cable productions Includes setup and breakdown, special projects, and government meetings.
2. Performs technical and professional duties to operate equipment including computers, network devices, cameras, audio mixers, and video servers. Provides on-site support for meetings and troubleshoots broadcasting and recording equipment as needed.
3. Assist with pre-production, production, and post-production work associated with recording and broadcasting meetings, events, and forums.
4. Assists with recording and broadcasting of Town Meetings, including Annual Town Meetings and Special Town Meetings.
5. Assist with the dissemination of public meeting videos via the town website and social media
- 4-6. Assist with posting meeting video footage to the town website to coordinate with Board and committee meeting minutes for ease of public access and transparency.
- 2-7. Records and collects, government meetings or special events.
- 3-8. Performs other duties as assigned by ~~Channel 18~~ Director Harwich Channel Director.

### Supervision:

- Works under the direct supervision of the ~~Channel 18~~ Harwich Channel Director

### Recommended Minimum Qualifications:

#### Education and Experience:

- High School diploma required. Related technical education desirable.
- Prior related experience required.

## Town of Harwich Job Description

### Knowledge, Skills and Abilities

- Knowledge of basic video production including camera operation, LIVE switcher operation, graphics knowledge, and operation of recording devices. Advanced computer skills required. Channel 18 Director will provide training in specific software applications used at Harwich Channel 18. Knowledge of video/camera operations.
- Ability to troubleshoot issues during Live and recorded broadcasts involving sound, image quality or otherwise.

### Additional Licenses and/or Certifications

- Requires a valid Mass drivers license for transportation to video assignments.

### Tools and Equipment Used:

- Equipment operated includes: Digital video equipment, cameras, audio equipment, mixers, video servers, network devices ~~DVD recorders~~ and encoders, software related to video production and website maintenance.

### Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- While performing the duties of this job, the employee is frequently required to walk; stand; sit; use hands to finger, handle, see or feel; reach with hands and arms; occasionally climb or balance; and stoop, kneel, bend, crouch, or crawl.
- This person would be required to be able to lift and transport video equipment up to 50 lbs.

### Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Works both inside cable television studios at Community Center and Town Hall and outside environments.

**External and internal applicants, as well as position incumbents who become disabled as defined under the Americans With Disabilities Act, must be able to perform the essential job functions (as listed) either unaided or with the assistance of**

**Town of Harwich  
Job Description**

**a reasonable accommodation to be determined by management on a case by case basis.**



*Harwich Children's Fund  
Friends of Harwich Youth  
P.O. Box 55  
Harwich, MA 02645*

*4/25/2024*

*To: The Harwich Selectboard*

*Greetings from the Harwich Children's Fund!*

*We are so excited that we have the Town's approval to bring Circus Smurkis to Harwich this July.*

*At the present time, we are very busy completing all of our requirements. So far, we have made arrangements with both the police and fire departments concerning safety and duties. Now we are working on the permits for the tents and the electrician inspections.*

*The tent permit for an inspection costs \$450. For the three tents. We will hire an electrician separately to inspect the generators.*

*Since we are a non profit organization dedicated to helping the children in the Monomoy Regional School District and the Harwich Recreation Department, we would like to know if there is a discount on inspection fees or if we could apply for a waiver. One hundred percent of all of our proceeds goes back to the children.*

*We appreciate your consideration and will abide by your decision.  
Please feel free to contact me if you have any questions. Thank you for your time and consideration.*

*Sincerely,*

*Angelina Raneo Chilaka – President of the Harwich Children's Fund*

*Friends of Harwich Youth/Harwich Children's Fund is a 501(c) (3)  
non-profit organization.*



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

**APPLICATION FOR A NEW COMMON VICTUALLERS LICENSE**

Fee: \$50      Annual       # of seats 51  
Seasonal       Opening date 5/15/24

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

Business Name MILANO HOSPITALITY GROUP Phone [REDACTED]

Doing Business As (d/b/a) MILANO'S ITALIAN KITCHEN

Business Address 278 RT 28, W. HARWICH, MA 02671

Mailing Address [REDACTED] 278 RT 28, W. HARWICH, MA 02671

Email Address [REDACTED]

Name of Owner FRANCIS WIACEK JR.

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

FRANCIS + LAURON WIACEK

[REDACTED]

[Signature] - manager      [REDACTED]  
Signature of applicant & title      Federal I.D. #

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.

[Signature]      By \_\_\_\_\_  
Signature of individual or corporate name      Corporate officer (if applicable)

**REGULATORY COMPLIANCE FORM**

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.

DocuSigned by:  
Jack Allen  
Building Commissioner

DocuSigned by:  
Carrie Schauer  
Board of Health

DocuSigned by:  
Ernie Young  
Fire Department

\*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

Phone (508) 430-7513

Fax (508) 432-5039

732 MAIN STREET, HARWICH, MA 02645



NEW OR AMENDED ENTERTAINMENT LICENSE - WEEKDAY

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

All highlighted areas are REQUIRED to be completed

Section I - Check all appropriate

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

Section II - Check all appropriate

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

Section III - Applicant Information

Business Name MILANO HOSPITALITY GROUP Phone [REDACTED]

Business Address 278 RT. 28, WEST HARWICH, MA 02671

Mailing Address [REDACTED]

Owners Name & Address FRANCIS WIACEL JR [REDACTED]

Email Address [REDACTED]

Manager Name & Address Francis Wiacel Jr [REDACTED]

Days/Hours of Business Operation 7 DAYS PER WEEK 4-10 pm

Section IV - Entertainment Type (Check all appropriate boxes)

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

**Section V - Additional information**

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

*TV's and background music for restaurant*

**Section VI**

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

Yes       No

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

Pursuant to MGL, 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.

*Frank [Signature]* Federal I.D. # [Redacted]  
 Signature of authorized officer & title

**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.

Digitally signed by: *Jack Mc* Building Commissioner  
 Digitally signed by: *Carni Schaner* Board of Health  
 Digitally signed by: *Bruce Young* Fire Department  
 Digitally signed by: *Kevin Conidine* Police

Staff Comments: \_\_\_\_\_

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

Phone (508) 430-7513

Fax (508) 432-5039

OFFICE OF THE SELECTMEN

732 MAIN STREET, HARWICH, MA 02645



NEW OR AMENDED ENTERTAINMENT LICENSE APPLICATION - SUNDAY

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

All highlighted areas are REQUIRED to be completed

Section I - Check all appropriate

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

Section II - Check all appropriate

- Annual
- Seasonal
- Opening Date

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

Please make check payable to Commonwealth of Massachusetts

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

Section III - Applicant Information

Business Name MILANO HOSPITALITY GROUP Phone [REDACTED]

Business Address 278 RT 28, WEST HARWICH, MA 02671

Mailing Address [REDACTED]

Owners Name & Address Francis Wiacek [REDACTED]

Email Address [REDACTED]

Manager Name & Address Francis Wiacek [REDACTED]

Days/Hours of Business Operation 7 days per week 4-10pm

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

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

**Section V – Additional information**

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

**Section VI**

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

Yes       No

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

Pursuant to MGL, 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.

Francis W. Conoff - manager      Federal I.D. #  
Signature of authorized officer & title

**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.

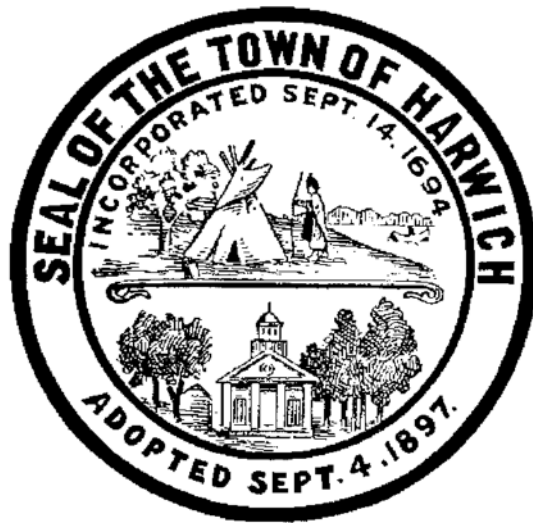
DocuSigned by: Jack Mee      DocuSigned by: Lami Schaner      DocuSigned by: Bruce Young      DocuSigned by: Kevin Conidine  
Building Commissioner      Board of Health      Fire Department      Police

Staff Comments: \_\_\_\_\_

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

# **OLD BUSINESS**

**ANNUAL TOWN MEETING  
WARRANT  
WITH  
RECOMMENDATIONS**



**May 6, 2024  
7:00 p.m.  
Harwich Community Center  
100 Oak Street  
Harwich, MA 02645**

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**MAY 6, 2024**

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### **Appendices**

- A. Annual Town Election Warrant
- B. Fiscal Year 2025 Select Board Recommended Budget
- C. Capital Outlay Plan Fiscal Year 2025 - 2029



## VOTING PROCEDURES

- I A quorum, 150 registered voters, must be present in order to conduct business. The only motion in order when no quorum is present is a motion to adjourn.
- II A two-thirds majority of the Town Meeting shall be required for inclusion of any Capital Outlay, unless it was included in the Capital Outlay Plan adopted at the preceding Town Meeting.
- III All motions introduced at the Town Meeting shall be in writing when required by the Moderator.
- IV Voters are limited to two times speaking on any one question; the total time speaking not to exceed 10 minutes.
- V Only registered voters shall occupy the meeting “floor”.
- VI No voter will be allowed to speak until he or she is recognized by the Moderator.
- VII Motion requiring more than a simple majority to pass:
  - A. To reconsider a vote on a motion –  $\frac{3}{4}$  majority (this motion must be made prior to the next adjournment of the meeting).
  - B. To consider articles in an order other than as appears on the warrant –  $\frac{3}{4}$  majority.
  - C. To pay unpaid bills –  $\frac{4}{5}$  majority at the Annual Town Meeting,  $\frac{9}{10}$  majority at a Special Town Meeting.
  - D. To move the previous question (terminate debate) –  $\frac{3}{4}$  majority.
- VIII Quorum cannot be questioned after a motion has been made and seconded.

		Debatable		Amendable	Required	Required	Vote	Vote	Vote
Adjourn		X		X	X		X		
Adjourn (in a time certain)	X		X		X		X		
Amendment	X		X		X		X		
Adopt a Resolution	X		X		X		X		
Accept & Adopt	X		X		X		X <sup>1</sup>		
Postpone Indefinitely	X			X	X		X		
Previous Question Terminate Debate		X		X	X				X
Reconsider <sup>2</sup>	X			X	X				X
Consider Articles Out of Order	X		X		X				X
Point of Order		X					X		
1. Unless a greater than simple majority required by General Laws of Town of Harwich by-laws.									
2. See section 1.207									

## TAX RATE CHART

THE CHART BELOW SHOWS THE AMOUNT OF MONEY REQUIRED TO CHANGE THE FY 2024 TAX RATE.						
TAX RATE CHANGE IN \$/1000			DOLLARS REQUIRED			
	\$	0.01				\$95,117
	\$	0.05				\$475,584
	\$	0.10				\$951,167
	\$	0.15				\$1,426,751
	\$	0.20				\$1,902,334
	\$	0.25				\$2,377,918
	\$	0.30				\$2,853,501
	\$	0.35				\$3,329,085
	\$	0.40				\$3,804,669
	\$	0.45				\$4,280,252
	\$	0.50				\$4,755,836
	\$	0.55				\$5,231,419
	\$	0.60				\$5,707,003
	\$	0.65				\$6,182,587
	\$	0.70				\$6,658,170
	\$	0.75				\$7,133,754
	\$	0.80				\$7,609,337
	\$	0.85				\$8,084,921
	\$	0.90				\$8,560,504
	\$	0.95				\$9,036,088
	\$	1.00				\$9,511,672

## **MUNICIPAL FINANCE TERMS**

**APPROPRIATION:** An authorization granted by a town meeting, city council or other legislative body to expend money and incur obligations for specific public purposes. An appropriation is usually limited in amount and as to the time period within which it may be expended.

**AVAILABLE FUNDS:** Balances in the various fund types that represent nonrecurring revenue sources. As a matter of sound practice, they are frequently appropriated for unforeseen expenses, capital expenditures, or other one-time costs. Examples of available funds include free cash, stabilization funds, overlay surplus, water surplus, and retained earnings.

**CHERRY SHEET:** Named for the cherry-colored paper on which they were originally printed, the Cherry Sheet is the official notification to cities, towns, and regional school districts of the next fiscal year's state aid and assessments. The aid is in the form of distributions, which provide funds based on formulas and reimbursements that provide funds for costs incurred during a prior period for certain programs or services.

**FREE CASH:** Remaining, unrestricted funds from operations of the previous fiscal year, including unexpended free cash from the previous year, actual receipts in excess of revenue estimated on the tax recapitulation sheet, and unspent amounts in budget line items. Unpaid property taxes and certain deficits reduce the amount that can be certified as free cash.

**OVERLAY** (Overlay Reserve, or Allowance for Abatements and Exemptions): An account that funds anticipated property tax abatements, exemptions, and uncollected taxes. Additions to the overlay reserve need not be funded by the normal appropriation process but instead raised on the tax rate recapitulation sheet.

**RESERVE FUND:** An amount (not to exceed 5 percent of the tax levy for the preceding year) set aside annually within a community's budget to provide a funding source for extraordinary or unforeseen expenditures. In a town, the finance committee can authorize transfers from this fund for "extraordinary or unforeseen" expenditures. Other uses of the fund require budgetary transfers by town meeting.

**STABILIZATION FUND:** A fund designed to accumulate amounts for capital and other future spending purposes, although it may be appropriated for any lawful purpose (MGL c. 40 § 5B). Communities may establish one or more stabilization funds for different purposes and may appropriate any amounts into them. A two-thirds vote of town meeting is required to establish, amend the purpose of, or appropriate money from a stabilization fund. A majority vote of town meeting is required to appropriate money into a stabilization fund.

## **MUNICIPAL FINANCE TERMS RELATED TO CAPITAL IMPROVEMENTS**

**CAPITAL ASSETS:** – Any tangible property used in the operation of government that is not easily converted into cash and that has an initial useful life extending beyond a single financial reporting period. Capital assets include land and land improvements; infrastructure, such as roads, bridges, water and sewer lines; easements; buildings and building improvements; vehicles, machinery and equipment. Communities typically define capital assets in terms of a minimum useful life and minimum initial cost.

**CAPITAL BUDGET:** An appropriation or spending plan that uses borrowing or direct outlay for capital or fixed asset improvements. Among other information, a capital budget should identify the method to finance each recommended expenditure (e.g., tax levy or rates) and identify those items that were not recommended.

**CAPITAL IMPROVEMENTS PROGRAM:** – A blueprint for planning a community's capital expenditures that comprises an annual capital budget and a five-year capital plan. It coordinates community planning, fiscal capacity, and physical development. While all the community's needs should be identified in the program, there is a set of criteria that prioritize the expenditures.

**CAPITAL OUTLAY:** The exchange of one asset (cash) for another (capital asset) with no ultimate effect on net assets. Also known as "pay as you go," it is the appropriation and use of available cash to fund a capital improvement, as opposed to incurring debt to cover the cost.

**FIXED ASSETS:** – Long-lived, tangible assets, such as buildings, equipment and land, obtained or controlled as a result of past transactions or circumstances.

### **MUNICIPAL FINANCE TERMS RELATED TO PROPOSITION 2 ½ TERMS**

Chapter 59, Section 21C of the Massachusetts General Laws commonly referred to as Proposition 2 ½ (Prop. 2 ½) or the Tax Limiting Law for Cities and Towns in Massachusetts.

**CAPITAL OUTLAY EXPENDITURE EXCLUSION:** A temporary increase in the tax levy to fund a capital project or to make a capital acquisition. Such an exclusion requires a two-thirds vote of the selectmen or city council (sometimes with the mayor's approval) and a majority vote in a communitywide referendum. The exclusion is added to the tax levy only during the year in which the project is being funded and may increase the tax levy above the levy ceiling.

**CONTINGENT APPROPRIATION:** An appropriation that authorizes spending for a particular purpose only if subsequently approved in a voter referendum. Under MGL c. 59 § 21C (m), towns may make appropriations from the tax levy, available funds, or borrowing contingent on the subsequent passage of a Proposition 21/2 override or exclusion question for the same purpose. If initially approved at an annual town meeting, voter approval of the contingent appropriation must occur by September 15. Otherwise, the referendum vote must occur within 90 days after the town meeting dissolves. The question may be placed before the voters at more than one election, but if the appropriation is not approved by the applicable deadline, it is null and void. If contingent appropriations are funded through property taxes, DLS cannot approve the tax rate until the related override or exclusion question is resolved or the deadline passes, whichever occurs first.

**DEBT EXCLUSION:** An action taken by a community through a referendum vote to raise the funds necessary to pay debt service costs for a particular project from the property tax levy but outside of the limits under Proposition 21/2. By approving a debt exclusion, a community calculates its annual levy limit under Proposition 21/2, then adds the excluded debt service cost. The amount is added to the levy limit for the life of the debt only and may increase the levy above the levy ceiling.

**LEVY:** The amount a community raises through the property tax. The levy can be any amount up to the levy limit, which is reestablished every year in accordance with Proposition 21/2 provisions.

**LEVY CEILING:** – A levy ceiling is one of two types of levy (tax) restrictions imposed by MGL c. 59 § 21C (Proposition 2 1/2). It states that, in any year, the real and personal property taxes imposed may not exceed 2 1/2 percent of the total full and fair cash value of all taxable property. Property taxes levied may exceed this limit only if the community passes a capital exclusion, debt exclusion, or special exclusion.

**LEVY LIMIT:** A levy limit is one of two types of levy (tax) restrictions imposed by MGL c. 59 § 21C (Proposition 21/2). It states that the real and personal property taxes imposed by a city or town may only grow each year by 21/2 percent of the prior year's levy

**NEW GROWTH:** The additional tax revenue generated by new construction, renovations and other increases in the property tax base during a calendar year. It does not include value increases caused by normal market forces or revaluations.

**OVERRIDE:** A vote by a community at an election to permanently increase the levy limit. An override vote may increase the levy limit no higher than the levy ceiling. The override question on the election ballot must state a purpose for the override and the dollar amount.

**OVERRIDE CAPACITY:** The difference between a community's levy ceiling and its levy limit. It is the maximum amount by which a community may override its levy limit.

Note: The glossary definitions found on pages 4, 5 and 6 of this Warrant were derived from the Municipal Glossary published the Division of Local Services (January 2020).

The entire glossary can be found at:

<https://www.mass.gov/info-details/municipal-governance-training-and-resources>

**COMMONWEALTH OF MASSACHUSETTS  
TOWN OF HARWICH  
ANNUAL TOWN MEETING  
May 6, 2024**

BARNSTABLE, ss:

To either of the Constables of the Town of Harwich in said county,

Greetings:

In the name of the Commonwealth of Massachusetts you are hereby directed to notify and warn the inhabitants of said Town qualified to vote in elections and Town affairs to meet in the Community Center Gymnasium, 100 Oak Street in said Town on May 6, 2024 at 7:00 P.M., then and there to act on the following articles:

TOWN OFFICERS AND COMMITTEES

ARTICLE 1: To choose various Town Officers and Committees.

**ROLL CALL VOTES:**

**Select Board:**

To accept and adopt:

Yeas: 4 (Four): Julie Kavanagh, Michael MacAskill, Jeffrey Handler, Donald Howell

Nays: 0 (Zero): None

REPORTS OF TOWN OFFICERS AND COMMITTEES

ARTICLE 2: To hear reports of all Town Officers and Committees for the year 2023.

**ROLL CALL VOTES:**

**Select Board:**

To accept and adopt:

Yeas: 4 (Four): Julie Kavanagh, Michael MacAskill, Jeffrey Handler, Donald Howell

Nays: 0 (Zero): None

ELECTED OFFICIAL SALARIES

ARTICLE 3: 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

**ROLL CALL VOTES:**

**Select Board:**

To accept and adopt:

Yeas: 4 (Four): Julie Kavanagh, Michael MacAskill, Jeffrey Handler, Donald Howell

Nays: 0 (Zero): None

**TOWN OPERATING BUDGET**

**ARTICLE 4:** To see if the Town will vote to raise and appropriate, transfer from available funds or borrow such sums of money as may be required to defray Town charges for Fiscal Year 2025; and to act fully thereon.

By request of the Select Board. (BUDGET – APPENDIX B). Estimated Cost: \$45,732,309

<b>FUNDING SOURCES</b>	
Betterments	145,000
Cable Fund	226,964
Golf Improvement Receipts Reserved	95,200
Harbor Improvement Fund	200,000
Harbor Waterways Fund	200,000
Overlay Surplus	400,000
Special Purpose Wastewater Stab. Fund	500,000
Water Enterprise Indirect Costs	861,327
Wastewater Enterprise Indirect Costs	62,148
<b>Subtotal</b>	<b>2,690,639</b>
<b>Local Receipts</b>	<b>16,307,350</b>
<b>Taxes</b>	<b>26,734,320</b>
<b>Operating Budget</b>	<b>45,732,309</b>

Explanation: The Town’s Operating Budget (outlined in line-item detail in Appendix B showing salaries & wages as well as expenses) covers three main areas of expenditures: the Departmental Budgets, Debt Service (“payments” comprised of principal and interest) and Semi-fixed and Fixed Costs including the town’s mandatory retirement contributions to the Barnstable County Retirement System as well as insurances (group health insurance and general insurance and deductibles). The use of retained earnings from the Water and Wastewater Departments is solely to account for the indirect costs provided by staff in the Operating Budget.

Additionally, this operating budget includes several enhancements of services (EOS) including:

- **Administration (Dept. 149: lines 29 & 30 in Appendix B):** A new, full-time, benefitted position of Human Resources Generalist as well related fringe benefits, Human Resource programming and funds to support merit increases throughout the organization totaling \$115,000 in line 29 and \$30,000 in line 30.
- **Fire Department (Dept. 220: line 76 in Appendix B):** Additional overtime for shift coverage totaling \$231,190.00 in line 76.



- **Community Center (Dept. 540: line 111 in Appendix B):** \$52,000.00 in line 111 in Appendix B for building enhancements including additional security cameras and monitors, blinds, furniture and cleaning.

**ROLL CALL VOTES:**

**Select Board:**

To accept and adopt:

Yeas: 4 (Four): Julie Kavanagh, Michael MacAskill, Jeffrey Handler, Donald Howell

Nays: 0 (Zero): None

MONOMOY REGIONAL SCHOOL DISTRICT BUDGET

**ARTICLE 5:** To see if the Town will vote to raise and appropriate, transfer from available funds or borrow such sums of money as may be required to pay for the Monomoy Regional School District Assessment for Fiscal Year 2025, and to act fully thereon. By request of the Monomoy Regional School Committee. Estimated cost: \$29,876,982

Operating	27, 213,481
Capital	323,626
Transportation	787,996
Debt	1,551,879
<b>Total Assessment - Harwich</b>	<b>\$29,876,982</b>

Explanation: This article represents the total assessment for the Town of Harwich to the Monomoy Regional School District and reflects a 4.9% increase over the FY 2024 assessment rate. The capital line includes the capital project at the Harwich Elementary School (roof units) as well as the debt line including the debt service payment anticipated to include the Middle School project (see Article 9 of this warrant).

**ROLL CALL VOTES:**

**Select Board:**

To accept and adopt:

Yeas: 4 (Four): Julie Kavanagh, Michael MacAskill, Jeffrey Handler, Donald Howell

Nays: 0 (Zero): None

CAPE COD REGIONAL TECHNICAL SCHOOL DISTRICT BUDGET

**ARTICLE 6:** To see if the Town will vote to raise and appropriate, transfer from available funds or borrow a sufficient sum of money as may be required to pay for the Cape Cod Regional Technical High School District Assessment for Fiscal Year 2025, and to act fully thereon. By request of the Cape Cod Regional Technical High School District. Estimated cost: \$2,204,820

Operating	1,546,671
Debt	658,149
<b>Assessment for Town of Harwich</b>	<b>2,204,820</b>

**ROLL CALL VOTES:**

**Select Board:**

To accept and adopt:

Yeas: 0 (Zero): Julie Kavanagh, Michael MacAskill, Jeffrey Handler, Donald Howell

Nays: 0 (Zero): None

WATER DEPARTMENT BUDGET

ARTICLE 7: To see if the Town will vote to raise and appropriate, transfer from available funds or borrow such sums of money as may be required to defray the Water Department Operating Budget for Fiscal Year 2025, and to act fully thereon.

Salaries	1,363,256
Expenses	1,817,878
Debt	739,426
Indirect Costs	861,327
OPEB	50,000
<b>Total</b>	<b>\$4,831,887</b>

By request of the Board of Water/Wastewater Commissioners. Estimated cost: \$4,831,887.

**ROLL CALL VOTES:**

**Select Board:**

To accept and adopt:

Yeas: 4 (Four): Julie Kavanagh, Michael MacAskill, Jeffrey Handler, Donald Howell

Nays: 0 (Zero): None

WASTEWATER DEPARTMENT BUDGET

ARTICLE 8: To see if the Town will vote to raise and appropriate, transfer from available funds or borrow such sums of money as may be required to defray the Wastewater Department Operating Budget for Fiscal Year 2025, and to act fully thereon.

Salaries	\$202,624
Expenses	\$435,660
Indirect Costs	\$62,148
<b>TOTAL</b>	<b>\$700,432</b>

By request of the Board of Water/Wastewater Commissioners. Estimated cost: \$700,432.

Explanation: Funding for this article will come from Wastewater Enterprise Fund Receipts (\$50,000), Enterprise Fund Retained Earnings (\$100,000), and a subsidy through the General Fund (\$550,432).

**ROLL CALL VOTES:**

**Select Board:**

To accept and adopt:

Yeas: 4 (Four): Julie Kavanagh, Michael MacAskill, Jeffrey Handler, Donald Howell

Nays: 0 (Zero): None

MONOMOY MIDDLE SCHOOL RENOVATION PROJECT

ARTICLE 9: To see if the Town will vote to approve the \$2,500,000.00 debt authorized by the Monomoy Regional School District to pay costs of renovating and reconstructing the exterior siding of the Monomoy Regional Middle School, including the payment of all costs incidental and related thereto, provided that the approval of the District’s borrowing by this vote shall be subject to and contingent upon an affirmative vote of the Town to exempt its allocable share of the amounts required for the payment of interest and principal on said borrowing from the limitations on taxes imposed by M.G.L. Chapter 59, Section 21C (Proposition 2-1/2, so-called); and to act fully thereon.

By request of the Select Board. Estimated cost: \$2,500,000.00.

Explanation: The borrowing authorized is contingent upon the passage of the related ballot question (Question #1) which appears on the Annual Town Election warrant (see Appendix A).

**ROLL CALL VOTES:**

**Select Board:**

To accept and adopt:

Yeas: 4 (Four): Julie Kavanagh, Michael MacAskill, Jeffrey Handler, Donald Howell

Nays: 0 (Zero): None

PETITIONED ARTICLE – TREE PRESERVATION BYLAW

ARTICLE 10: To see if the Town will vote to:

Trees are a tremendous asset to our community and environment. The Harwich Tree Preservation Bylaw encourages the preservation and protection of trees on residential, commercial and industrial lots during building activities as defined in this Bylaw and monitors for their survival after construction.

This Bylaw does not prohibit a landowner's right to remove a protected tree. Removal of protected trees will be authorized so long as the property owner undertakes one of the mitigation options set forth herein. This Bylaw incentivizes the preservation of protected trees by requiring property owners to compensate for any Protected Trees that are removed, either by planting new ones or by contributing to the Tree Bylaw Revenue Account that supports the Town's tree planting and maintenance efforts.

This Article would establish a program intended to incentivize the protection of certain trees on lots within the Town of Harwich. It would require, prior to any building activities as defined in this Article, the submission of an application and plan to the Planning Department that identifies trees that qualify as "Protected Trees," within the lot perimeter setback area of the lot, defined as the "Tree Lot." This Article does not prohibit any property owner from removing any tree, protected or not, from their property, however if a protected tree is proposed for removal it will require either a payment into a Tree Bylaw Revenue Account or replacement of the protected tree with a suitable species in accordance with this Article. This would

eliminate the ability for property owners to "clear-cut" their lot prior to a building activity. This Article does not restrict cutting or removal of trees outside of the "Tree Lot." Nor does this Article prevent an owner from cutting or removing trees if there is no building or construction activities. The Article is intended to encourage the preservation of existing trees for their environmental benefits and positive impact on the character of the community.

To see if the Town will vote to add new Chapter: Tree Preservation Bylaw to the Harwich General Bylaws as follows:

## **HARWICH TREE PRESERVATION BYLAW**

### **§175-1 PURPOSE & INTENT**

The Harwich Tree Preservation Bylaw encourages the preservation and protection of trees on residential, commercial and industrial lots during building activities as defined in this Bylaw and monitors for their survival after construction.

This Bylaw does not prohibit a landowner's right to remove a protected tree. Removal of protected trees will be authorized so long as the property owner undertakes one of the mitigation options set forth herein. This Bylaw incentivizes the preservation of protected trees by requiring property owners to compensate for any Protected Trees that are removed, either by planting new ones or by contributing to the Tree Bylaw Revenue Account that supports the Town's tree planting and maintenance efforts.

This Bylaw does not discourage the removal of hazardous trees (as defined herein) for reasons of public health and safety nor does this Bylaw discourage the removal of a tree(s) that by size or otherwise is not subject to the protections set forth herein.

This Bylaw defines which trees are of preservation value ("Protected Trees") and designates the area(s) of a lot or parcel where those trees are protected ("Tree Yard").

Trees cannot be assigned a monetary value, they are 'priceless.' The preservation of existing trees and the promotion of new tree planting is a public purpose that protects the ecology and public health, welfare, environment and aesthetic character of the Town of Harwich and its residents. Trees serve a variety of functions that this Bylaw intends to protect and enhance. These valuable functions include but are not limited to reducing energy consumption, providing shade, improving air quality, providing vital wildlife habitat, erosion control, reducing storm-water runoff, buffering noise pollution, increasing property values, and positively contributing to the visual character of the Town.

### **§175-2 DEFINITIONS**

The following words, terms, and phrases, when used in this Bylaw, shall have the meaning

ascribed to them in this section:

**AGGREGATE DIAMETER:** The combined diameter of a multiple-trunk tree measured at breast height. Breast height: see definition below.

**BUILDING ACTIVITY:** One of the following types of work performed on a lot:

- *Work performed pursuant to a special permit (as defined in MGL Ch. 40A Sec. 9 and the Harwich Zoning Bylaw);*
- *Work performed pursuant to site plan approval (as defined in the Harwich Zoning Bylaw);*
- Construction of a new dwelling (including after razing an existing dwelling);
- Construction of a structure on a vacant lot;
- Construction of a subdivision;
- Construction of a structure or addition that increases the gross floor area of a residential, commercial, or industrial structure by 50% or more;
- Demolition of a structure(s) with a footprint of 250 square feet or greater;
- Construction of any accessory structures requiring a building permit including but not limited to sheds 200 square feet, detached garages, pools, retaining walls with a height of four feet or greater; or
- Clearing, grading, grubbing or other site preparation work performed prior to undertaking any of the above.

## **CERTIFICATE OF**

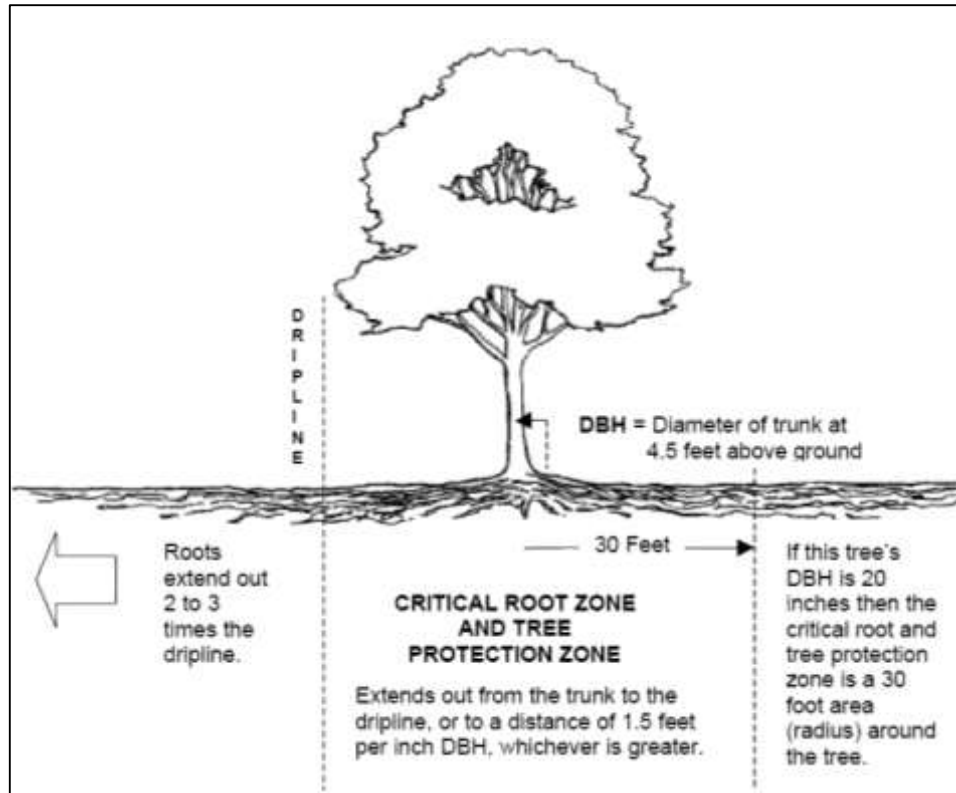
**EXEMPTION:** Formal permission granted to proceed with building activity without the need for a tree permit.

**CERTIFIED ARBORIST:** An arborist certified by the Massachusetts Arborists Association or International Society of Arboriculture, or any successor organization.

## **CRITICAL ROOT ZONE**

**(CRZ):** The minimum area beneath the tree canopy of a tree which must be left undisturbed in order to preserve a sufficient root mass to give a tree a reasonable chance of survival. The CRZ is represented by a circle centering on the tree's trunk and extending outwards towards the tree's drip line. The minimum radius of the CRZ shall be determined by multiplying the tree's diameter at breast height in inches by 18 (1.5 feet per inch DBH). See Figure 1 below.

Figure 1



**Example:** A tree with a diameter at breast height of 20 inches shall have a CRZ of 360 inches or 30 feet ( $20'' \times 18'' = 360''$ )

**Calculating the CRZ:**

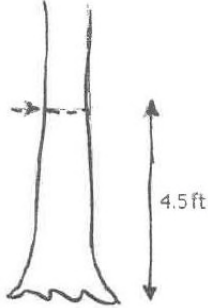
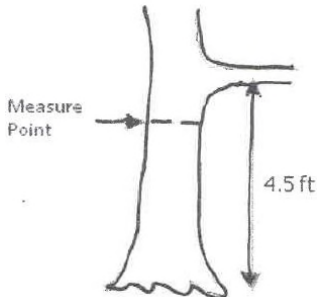
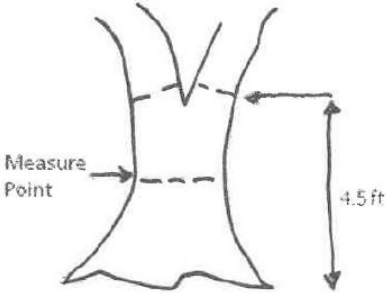
First you need to calculate the tree's Diameter at Breast Height (DBH). DBH can be measured using a caliper measuring tool, or for trees that are too large, DBH can be measured by dividing the tree's circumference by pi ( $\pi$ ). Diameter = circumference /  $\pi$  (3.14)

The Critical Root zone extends from the trunk of the tree to its drip line, or to a distance of 1.5 feet per inch DBH, whichever is greater.  
CRZ = Diameter \* 1.5 feet (18 inches)

**DIAMETER BREAST**

**HEIGHT (DBH):**

The diameter of the trunk of a tree 4.5 feet above the existing grade at the base of the tree. For trees that have branches or swelling at 4.5' above grade that interferes with measurement or for multi-stemmed trees refer to Table 1 below.

<b>TABLE 1: HOW TO MEASURE DIAMETER AT BREAST HEIGHT (DBH)</b>	
<p><b>Standard Tree</b></p> <p>For those trees on a site that are at least 6 inches in diameter at a height of 4.5 feet above the existing grade at the base of the tree. For trees on a slope, measure on the uphill side of the tree.</p>	
<p><b>Tree has branches or swelling at 4.5'</b></p> <p>Measure DBH below the branch or swelling immediately below where branches cease to affect diameter of the stem. Record the height at which the diameter was measured.</p>	
<p><b>Multi-stemmed Trees</b></p> <p>If a tree splits into multiple trunks below 4.5' above the existing grade, the DBH shall be considered to be the measurement taken at the narrowest point beneath the split.</p>	

**HAZARDOUS TREE:** A tree that is dead, diseased, injured and/or that is dangerously close to existing structures, utilities, streets, sidewalks or other existing improvements or is causing disruption of public utility service, or poses a threat to pedestrian or vehicular safety, or drainage or passage issues upon right-of-way and/or that is harming the health or condition of other trees on the same site.

**INVASIVE SPECIES:** Any tree that is listed on the most recent version of the Massachusetts Prohibited Plant List as published by the Massachusetts Department of Agriculture. Invasive species as defined in this Bylaw are not protected trees.

Here is link to Massachusetts prohibited plant list:

<https://www.mass.gov/info-details/massachusetts-prohibited-plant-list>

Up dates:

<https://www.mass.gov/info-details/massachusetts-prohibited-plant-list-update>

Including but not limited to these examples:

<i>Acer platanoides</i>	Norway Maple
<i>Acer pseudoplatanus</i>	Sycamore Maple
<i>Ailanthus altissima</i>	Tree-of-Heaven
<i>Phellodendron amurense</i>	Amur Cork-tree
<i>Robinia pseudoacacia</i>	Black Locust

**OVERSTORY TREE:** A tree that will generally reach a mature height of more than 40 feet.

**PROTECTED TREES:** Any tree with a diameter at breast height (DBH) of six-inches (6”) or greater of any one of the species listed in Table 2 below.

Removal of Protected Trees shall require a permit before being removed, encroached upon, or in some cases, pruned.

Invasive species as defined in this Bylaw are not protected trees.

<b>Table 2: List of Tree Species that are Protected Trees</b>	
<b>Overstory Species</b>	<b>Understory Species</b>
Atlantic White Cedar ( <i>Chamaecyparis thyoides</i> )	American Holly ( <i>Ilex opaca</i> )
Black tupelo ( <i>Nyssa sylvatica</i> )	Sassafras ( <i>Sassafras albidum</i> )
Gray Birch ( <i>Betula populifolia</i> )	Eastern Red Cedar ( <i>Juniperus virginiana</i> )
River Birch ( <i>Betula nigra</i> )	Shadbush ( <i>Amelanchier Canadensis</i> )
White Ash ( <i>Fraxinus americana</i> )	Flowering Dogwood ( <i>Cornus florida</i> )
Green Ash ( <i>Fraxinus pennsylvanica</i> )	Cockspur Hawthorne ( <i>Crataegus crus-galli</i> )
Red Maple ( <i>Acer rubrum</i> )	Sweetbay Magnolia ( <i>Magnolia virginiana</i> )
Willow, various species ( <i>Salix</i> spp.)	Ironwood ( <i>Ostrya virginiana</i> )
Atlantic White Cedar ( <i>Chamaecyparis thyoides</i> )	American Hornbeam ( <i>Carpinus caroliniana</i> )
Pitch Pine ( <i>Pinus rigida</i> )	
White Oak ( <i>Quercus alba</i> ) and other <i>Quercus</i> species	
Hackberry ( <i>Celtis occidentalis</i> )	
American Beech ( <i>Fagus grandifolia</i> )	



Tulip Poplar ( <i>Liriodendron tulipifera</i> )
White Spruce ( <i>Picea glauca</i> )
Black Spruce ( <i>Picea mariana</i> )
American basswood ( <i>Tilia Americana</i> )
Black Gum/Sourgum ( <i>Nyssa sylvatica</i> )
Black Cherry ( <i>Prunus serotina</i> )

**REMOVE, EMOVED,  
REMOVAL or REMOVING:**

The cutting down of any Protected Tree and all other acts that directly or indirectly result in the death of a Protected Tree prior to any building activity or within two years thereafter, as determined by a certified arborist based on arboricultural practices recommended by the International Society of Arboriculture, including, but not limited to, damaging, poisoning, excessive pruning or other direct or indirect actions.

Grading, grubbing, changing the contour within the CRZ is not permitted if the health of the protected tree is threatened.

Removal or altering the understory vegetation within the CRZ is not permitted if the health of the protected tree is threatened.

**TREE BYLAW**

**REVENUE ACCOUNT:** An account established by the Town Accountant to deposit mitigation funds collected under this chapter to be appropriated via a town meeting vote and expended for the purposes of maintaining, acquiring and/or installing trees to beautify the Town and preserve and enhance the character of the community. All sums deposited into the Tree Bylaw Revenue Account shall be used for the sole purpose of buying, planting and maintaining trees on public property in Harwich, and for no other purpose whatsoever.

At least once a year the Town Accountant shall audit the receipts and expenses of the Tree Bylaw Revenue

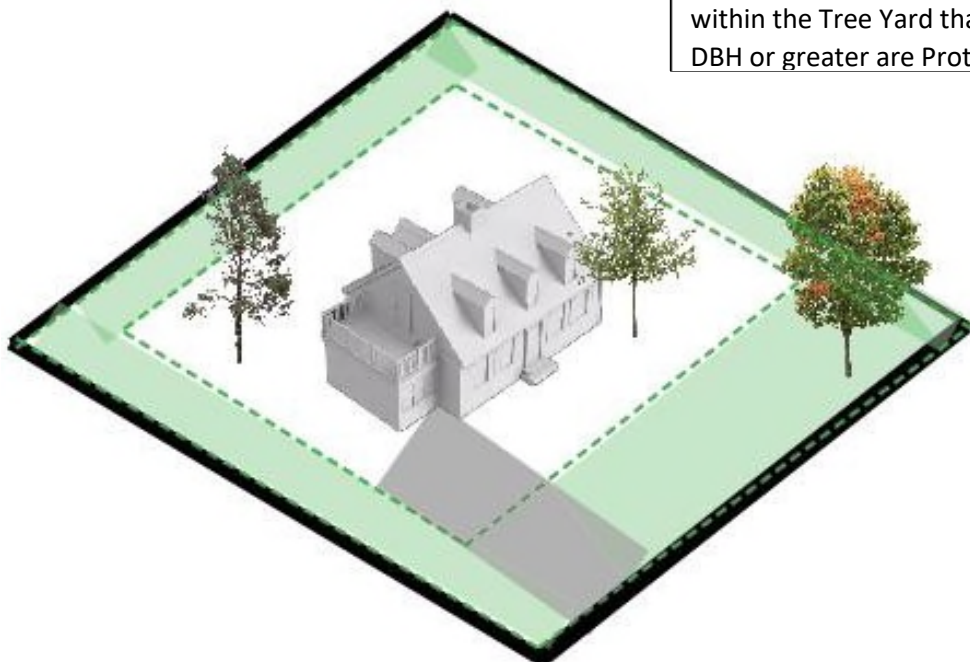
Account to ensure accuracy and propriety of its transactions.

The required dollar amount paid into the Tree Bylaw Revenue Accountant is determined by the written price quotes/estimates from a garden center/nursery for the purchase of trees and as well a price quote/estimate from a qualified landscape professional for installation of the equivalent size of the Protected Tree(s) each stamped, dated and signed by a Certified Arborist;

**TREE YARD:**

A defined area around the perimeter of a lot which is equal to the minimum setbacks front, side, and rear as defined in Town of Harwich Section 325 Attachment 2, Table 2, Area Regulations of the Harwich Zoning Bylaw.

Figure 2



Note: **The shaded perimeter is the Tree Yard** on this parcel - the same as existing zoning setbacks. Trees located within the Tree Yard that are 6 inches DBH or greater are Protected Trees.

**TREE PERMIT:** Formal permission granted to proceed with any building activity that affects a Protected Tree(s).

**UNDERSTORY:** A layer of vegetation beneath the main canopy of a forest.

Removal or altering the understory vegetation within the CRZ is not permitted if the health of the protected tree is threatened.

**§175-3 APPLICABILITY**

All lots in the Town of Harwich are subject to the Tree Preservation Bylaw unless specifically exempted under **Section 3(A)** below and the project involves at least one building activities as defined in this chapter:

No person shall commence building activity on any lot without first obtaining a Tree Preservation Permit or a Certificate of Exemption from the Planning Department via the Town Planner or his/her designee.

Protected Trees removed within the past 12 months prior to an application for building activity are also subject to the requirements of the Tree Bylaw.

**A. EXEMPTIONS**

- (1) Properties that are pre-disturbed or previously developed may remove protected trees in the Tree Yard of their property without connection to a building activity. Applicability of this bylaw applies only to those Building Activities as defined.
- (2) Any lot or lots located within wetlands jurisdiction whereas any building activity that may impact protected trees will be subject to the review and approval of the Conservation Commission
- (3) Any building activity not within the definition of “building activity” (i.e., demolition of a shed that is less than 250 square feet).
- (4) If a Certificate of Exemption has been issued by the Planning Department, no Tree Preservation Permit shall be required. The granting of exemption shall be at the discretion of the Town Planner or his/her designee and shall be based on whether the building activity could potentially harm a Protected Tree. If the proposed building activity does not have the potential to harm a

Protected Tree, the Town Planner or his/her designee shall issue a Certificate of Exemption.

- (5) Invasive species as defined in this Bylaw are not protected trees.
- (6) Dead, Diseased, or otherwise Hazardous Trees - If a Protected Tree is deemed to be imminently hazardous because it is dead, or infested with a disease or pest of a permanent nature or is an immediate danger to the public health, safety or welfare or shall cause an immediate disruption of public services, the tree may be removed without delay. An oral authorization from the Town Planner or his/her or designee to remove the tree shall be permitted and followed up with a written report. In the event that the emergency condition does not allow time to seek prior authorization then the emergency removal of the tree shall proceed with notification to the Town Planner sent by email or U.S. mail within 24 hours of said removal.
- (7) Pruning: A tree permit is not required for pruning of Protected Trees. However, excessive pruning may constitute tree removal.
- (8) Any building activity conducted by the Town or on behalf of the Town of Harwich.

**Waiver:** During a period of a bona fide emergency declaration resultant of a significant weather event and/or natural disaster by local or other Act of God, state and/or federal authorities, requirements of this Bylaw shall be waived.

#### §175-4 IDENTIFYING PROTECTED TREES

Any tree with a Diameter at Breast Height (DBH) of 6” or greater and within the Tree Yard is considered to be a Protected Tree. Any Protected Trees located within the Tree Yard are to be adequately protected. Any Protected Trees located in the Tree Yard proposed for removal shall require adequate mitigation plantings and/or payment to the Harwich Tree Bylaw Revenue Account.

Protected Trees removed within the past 12 months prior to an application for any of the projects are also subject to the requirements of the Tree Bylaw.

#### §175-5 SUBMISSION REQUIREMENTS FOR A TREE PROTECTION AND MITIGATION PLAN

The applicant pays for a registered land surveyor to prepare a tree protection or mitigation plan. The applicant pays for the services of a certified arborist. An approved Tree Protection and Mitigation Plan is required before commencement of any applicable building activity. The Tree Protection and Mitigation Plan is

intended to define the Tree Yard and the location(s) of Protected Trees within it and define how the method with which the property owner intends on mitigating for any Protected Trees that are proposed for removal. This Plan may be part of a landscape plan or a separate plan.

All submitted plans must be drawn to a uniform scale (preferably 1"= 10', 1" =20', or 1"=30') and shall be a minimum size of 11" x 17" (preferred) and a maximum size of 24" x 36", with 3/4" borders. Font sizes on plans should be no smaller than 1/8". All Tree Protection and Mitigation Plans shall be prepared, stamped, dated and signed by a Registered Land Surveyor. If a plan is submitted by a Registered Landscape Architect, the plan must also be stamped by a Registered Land Surveyor.

At a minimum, the Tree Protection and Mitigation Plan shall include the following elements:

- a) Boundaries of the subject property, including all property lines, easements, and right-of- way of public and private ways;
- b) The location of all existing buildings, driveways, retaining walls and other improvements, with an indication of those features to be retained or removed/demolished;
- c) The location of all planned buildings, driveways, retaining walls and other improvements;
- d) The location of the Tree Yard for projects located in the subject zoning district; and
- e) The location, height, DBH, and species of all existing Protected Trees and all Protected Trees that were removed within 12 months prior to application with an indication of those Protected Trees to be removed and those to be retained, if applicable.

**§175-6** ADDITIONAL REQUIREMENTS TO BE SUBMITTED

**A. If Protected Trees are intended to be preserved, protected, and retained, the following elements must be added to the Plan:**

1. The Critical Root Zone and Drip line shall be shown for all Protected Trees to be retained.  
(See Figure 1 above in definitions section).
2. Submitted plans shall specify the tree protection measures to be installed around the Critical Root Zone.

3. Prior to the commencement of construction, written documentation prepared, stamped, dated and signed by a Certified Arborist must be submitted to the Planning Department confirming the protection measures have been installed correctly and in accordance with any approved plans.
4. Projects that encroach within the CRZ require a maintenance plan which shall be submitted for such trees, prepared, stamped, dated and signed by a Certified Arborist; at a minimum, the maintenance plan shall identify the course of action that will be taken to maintain the tree in good health for a period of no less than 24 months from the date of Final Inspection or issuance of Certificate of Occupancy.
5. Grading, grubbing, changing the contour within the CRZ is not permitted if the health of the protected tree is threatened.
6. Removal or altering the understory vegetation within the CRZ is not permitted if the health of the protected tree is threatened.

**B. If Protected Trees are intended to be removed and compensated for on-site by replanting new trees, the following additional elements must be added to the Plan:**

1. The location, DBH, species, and planting schedule of trees to be replanted to mitigate the removal of a Protected Tree(s). New trees of one-half (0.5) inch DBH is needed to mitigate for each one-inch at breast height of Protected Trees proposed for removal. **Example:** The removal of a 20 inch DBH Protected Tree shall require 5, 2 inch DBH replacements.
2. Each new tree must have a minimum DBH of 2 inches.
3. Replanting must be complete prior to Final Inspection or the issuance of a Certificate of Occupancy.
4. Applicants have the ability to plant on land abutting the applicant's land, with the express written approval of the abutting property owner.
5. Over story Tree species, if removed, must be replaced with an Overstory Tree species.
6. Invasive tree species as defined in this Bylaw shall not be replanted to mitigate the removal of a Protected Tree and no invasive species will be accepted as mitigation toward the removal of a Protected Tree.

**C. If Protected Tree removal is permitted but replanting trees as defined above is not the preference of the property owner, then mitigation may be effected through contribution into the Town of Harwich Tree Bylaw Revenue Account as follows:**

1. The Town Planner or his/her designee shall determine the amount of the

contribution based upon the cost to purchase and install trees. An applicant who has been granted a Tree Permit may choose, in lieu of replanting onsite, to make a contribution to the Tree Bylaw Revenue Account in an amount equal to planting replacement tree(s). And deposit such amount in the Tree Bylaw Revenue Accountant.

To establish the required dollar amount the applicant shall provide to the Board written price quotes/estimates from

- a. a garden center/nursery or from whomever they purchase the trees, and
- b. as well as from a qualified landscape professional the price for installation and planting of the replacement trees.

each stamped, dated and signed by a Certified Arborist;

**§175-7** COMBINATION OF OPTIONS

Any combination of Tree Retention, Tree Replanting or Tree Removal with contribution to the Tree Bylaw Revenue Account can be used. Tree mitigation for those trees removed must be clearly identified either on the submitted plan or in a written document accounting for each DBH of Protected Trees removed and the mitigation proposed. This is not required for tree retention of all trees in the Tree Yard.

**§175-8** ADMINISTRATION OF BYLAW

The Town Planner or his/her designee shall administer, implement and enforce this Bylaw and any rules and regulations adopted thereunder. Any powers granted to or duties imposed upon the Town Planner may be delegated to its agents under the Board's direct supervision.

**§175-9** AUTHORITY

This Bylaw is adopted under authority granted by the Home Rule Amendment of the Massachusetts Constitution and the Home Rule statutes.

**§175-10** RULES AND REGULATIONS

The Planning Board may promulgate rules and regulations to effectuate the



purposes of this Bylaw. Such rules may prescribe the size, form, contents, style and number of copies of plans for determining final compliance with these regulations. The adoption or amendment of rules and regulations shall be after a public hearing to receive comments on the proposed or amended rules and regulations. The public hearing shall be advertised once in a newspaper of general local circulation, at least 14 days prior to the date of the public hearing.

**§175-11 NOTICE OF VIOLATION**

Any person who violates any of the provisions of this Bylaw shall be notified by the Town Planner or his/her designee of the specific violation by certified mail, return receipt requested, or by hand delivery. The notice shall set forth the nature of the violation and the date by which the Protected Tree(s) is to be mitigated, by planting a replacement tree(s) or payment to the Tree Bylaw Revenue Account, for purposes of computing the “per diem” violation rule. Any notice of violation shall also be transmitted to the Harwich Building Commissioner.

**§175-12 STOP WORK ORDER**

Upon notice from the Town Planner or his/her designee that work on any lot on which a Protected Tree is located is being performed contrary to the provisions of this Bylaw, a written Stop Work Order shall be given to the owner or agent or the person performing work on the property by the Building Commissioner. The Stop Work Order shall state the conditions under which work will be permitted to resume. Upon receipt of the Stop Work Order all work on the subject property that might affect any Protected Trees must cease while a stop work order is pending.

A person, having been served with a stop work order, may be directed to perform work on the said Protected Tree property to remove a violation or unsafe condition.

**§175-13 SUSPENSION OR REVOCATION**

The Town Planner or his/her designee may suspend or revoke the applicant’s Tree Permit at any time if the permit holder has failed to comply with either the Bylaw or the conditions of the permit. Notice may be made via certified or registered mail, return receipt requested, or hand delivered. The notice must provide the applicant an opportunity to correct the non-compliance. This may include remediation or

other requirements identified by the Town Planner or authorized monitoring agent, such as the Code Compliance Inspector. Once the project is returned to compliance or remediation completed, if practicable, the applicant may apply for a renewal of the tree permit.

**§175-14 IRREPARABLE DAMAGE**

If the Town Planner or his/her designee determines that the applicant damaged a tree approved for Retention and Protection during construction to an extent that may significantly compromise its survival and future health, the Town Planner or his/her designee may require the applicant to provide mitigation per the terms of the Bylaw.

**§175-15 NON-CRIMINAL FINES**

If the Town Planner or authorized monitoring agent, such as the Code Compliance Inspector, identifies any issues of non-compliance, fines will accrue per the Bylaw if not corrected within 30 days. Each consecutive day the non-compliance continues is considered a separate offense.

**§175-16 FINES AND PENALTIES**

The following actions shall cause the Planning Department to issue a fine to the applicant:

- A. A Protected Tree has been removed without a Tree Permit: The fine shall be in addition to the required payment for the replacement of the tree(s).
- B. Failure to replace trees or make payment to the Tree Bylaw Revenue Account as required: Each failure to replace a tree or make a payment to the Tree Bylaw Revenue Account constitutes a separate violation of this Bylaw, subject to a fine. Each day such violation continues after the compliance date specified by the Planning Department in its notice of violation shall constitute a separate offense.
- C. Failure to comply with a condition of the Tree Permit: Each instance of failure to comply with a condition in the Tree Permit shall constitute a violation of this Bylaw which shall be subject to a fine. Each day such violation continues shall constitute a separate offense.
- D. Failure to comply with a condition in a Stop Work Order: Each instance of failure to comply with a condition in a Stop Work Order shall constitute a violation of this Bylaw which shall be subject to a fine. Each day such violation continues shall constitute a separate offense.
- E. Fines for the above violations

are as follows: First  
offense = \$100 per day  
Second Offense = \$200 per day  
  
Third Offense = \$300 per day

F. Fines assessed pursuant to this Section shall be enforced and collected in accordance with applicable provisions of law, including the provisions of G.L. c.40, §21D providing for noncriminal disposition of bylaw violations, as implemented by Article III, §1-3 of these Bylaws

**§175-17 SEVERABILITY**

The provisions of this Bylaw are severable. If any section, provision or portion of this Bylaw is determined to be invalid by a court of competent jurisdiction, then the remaining provisions of this Bylaw shall continue to be valid.

**§175-18 CONFLICT OF LAWS**

This Bylaw shall not apply to any public shade tree as that term is defined by the General Laws, Chapter 87, and to the extent that any provision hereof conflicts with said Chapter 87, such provision shall not be valid. Nothing herein is intended to conflict with existing special-permit procedures and to the extent than any provision hereof conflicts with said special-permit procedures, such provision shall not be valid.

**§175-19 COMPLIANCE WITH ALL STATE AND LOCAL REGULATIONS**

Complying with the terms of this Bylaw shall not relieve the owner of the subject property from complying with any other pertinent regulation, including but not limited to all state and local wetlands-protection regulations.

**§175-20 ENFORCEMENT**

The Town Planner or his/her designee is hereby authorized to enforce all provisions of the Harwich Preservation Tree Bylaw and may designate monitoring and enforcement agents to include but not be limited to the Code Compliance Officer, the Town Planner, the Conservation Agent, Building Inspector/Commissioner.

**§175-21 APPEALS**

Any person who has been aggrieved by refusal, order, or decision of the Town Planner or his/her designee, may appeal to the Planning Board within 20 days from the date of such refusal, order or decision.

By Petition (Lead Petitioner: Patrick Otton)

Explanation: This Article would establish a program intended to incentivize the protection of certain trees on lots within the Town of Harwich. It would require, prior to any building activities as defined in this Article, the submission of an application and plan to the Planning Department that identifies trees that qualify as "Protected Trees," within the lot perimeter setback area of the lot, defined as the "Tree Lot." This Article does not prohibit any property owner from removing any tree, protected or not, from their property, however if a protected tree is proposed for removal it will require either a payment into a Tree Bylaw Revenue Account or replacement of the protected tree with a suitable species in accordance with this Article. This would eliminate the ability for property owners to "clear-cut" their lot prior to a building activity. This Article does not restrict cutting or removal of trees outside of the "Tree Lot." Nor does this Article prevent an owner from cutting or removing trees if there is no building or construction activities. The Article is intended to encourage the preservation of existing trees for their environmental benefits and positive impact on the character of the community.

**ROLL CALL VOTES:**

**Select Board:**

To accept and adopt:

Yeas: 0 (Zero): None

Nays: 4 (Four): Julie Kavanagh, Michael MacAskill, Jeffrey Handler, Donald Howell

**FUND CAPE COD COMMUNITY MEDIA CENTER**

**ARTICLE 11:** To see if the Town vote to raise and appropriate or transfer from available fund or borrow such sums of money that may be required for the purpose of funding the public access station, Cape Cod Community Media Center, 17 Shad Hole Rd. Dennis Port, MA 02639. Providing the public access television to the citizens of Harwich; and to act fully thereon. By request of the Select Board. Estimated cost: \$158,273.

Explanation: This customary article is funded from the PEG Access and Cable Related Fund. The Town of Harwich receives funding from Comcast subscriber fees to fund and maintain Public, Education and Government television stations (PEG access). Under the current 10 year agreement with Comcast the Town will allocate funds directly to Cape Cod Community Media Center.

**ROLL CALL VOTES:**

**Select Board:**

To accept and adopt:

Yeas: 4 (Four): Julie Kavanagh, Michael MacAskill, Jeffrey Handler, Donald Howell

Nays: 0 (Zero): None

**LEASE PURCHASE AGREEMENTS**

**ARTICLE 12:** 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 Fiscal Year 2025.

**ROLL CALL VOTES:**

**Select Board:**

To accept and adopt:

Yeas: 4 (Four): Julie Kavanagh, Michael MacAskill, Jeffrey Handler, Donald Howell

Nays: 0 (Zero): None

**PETITIONED ARTICLE – HOME RULE PETITION: PESTICIDES**

**ARTICLE 13:** To see if the Town will vote to authorize and direct the Select Board to petition the Great and General Court of the Commonwealth of Massachusetts for special legislation, authorizing the Town to adopt a Pesticide Reduction Bylaw (the bylaw), the text of which is set forth below, and to authorize the General Court, with the approval of the Select Board to make changes of form to the text thereto as may be necessary or advisable in order to accomplish the intent and public purpose of this legislation in order to secure passage: and vote to adopt the bylaw.

**PESTICIDE REDUCTION BYLAW**

§1. Purpose.

The purpose of this bylaw is to reduce toxic pesticide use in and on public and private property in the Town of Harwich in order to promote a healthy environment and to protect the public from the

hazards of pesticides, and for implementation of sustainable land and building management practices on all public and private property.

§2. Findings.

- A. Scientific studies associate exposure to pesticides with asthma, cancer, developmental and learning disabilities, nerve and immune system damage, liver or kidney damage, reproductive impairment, birth defects, and disruption of the endocrine system.
- B. Infants, children, pregnant women, the elderly, and people with compromised immune systems and chemical sensitivities are especially vulnerable to pesticide effects and exposure.
- C. Pesticides are harmful to pets and wildlife, including threatened and endangered species, soil microbiology, plants, and natural ecosystems.
- D. Toxic runoff from chemical fertilizers and pesticides pollute streams, lakes, estuaries, and drinking water sources.
- E. The use of pesticides is not necessary to create and maintain green lawns and landscapes given the availability of viable alternatives practices and products.
- F. People have a right not to be involuntarily exposed to pesticides in the air, water or soil that inevitably result from chemical drift and contaminated runoff.
- G. Sustainable land and building management practices that emphasize non-chemical methods of pest prevention and management, and least-toxic pesticide use as a last resort, will eliminate the use of and exposure to pesticides while controlling pest populations.
- H. Sustainable land and building management practices complement other important goals of Harwich's maintenance and administration, such as energy conservation and security.
- I. Harwich embraces a precautionary approach to the use of pesticides in order to adequately protect people and the environment from the harmful effects of pesticides.
- J. Application of chemicals simply for aesthetic/cosmetic purposes has harmful consequences for our ecosystem, children and pets. Pollinators are directly harmed by applications particularly the indiscriminate (and long-term ineffective) spraying of pesticides.

§3. Authority.

This bylaw is adopted under authority granted by the Home Rule amendment to the Massachusetts Constitution and the provisions of any Special Legislation passed by the Legislature.

§4. Definitions.

For the purposes of this bylaw, the following definitions shall apply:

Allowed Materials List - The list of acceptable pesticides is limited to the following:

- 1) All non-synthetic (natural) materials, with the exception of prohibited non-synthetic materials under 7 CFR 205.602;
- 2) Any synthetic material listed at 7 CFR 205.601 that is labeled for turf uses, subject to discretionary authority to require disclosure of inert ingredients; and
- 3) 25b listed pesticides under the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA).

Inert ingredient - Any substance (or group of substances with similar chemical structures if designated by the Environmental Protection Agency) (EPA) other than an active ingredient that is intentionally included in any pesticide product (40 CFR 152.3(m)) [7 CFR 205.2 Terms defined.], and are not classified by the EPA Administrator as inserts of toxicological concern. [7 U.S.C. 6502(21) Definitions]

Non-synthetic (natural) materials - A substance that is derived from mineral, plant, or animal matter and does not undergo a synthetic process as defined in section 6502(21) of the Organic Foods Production Act. For the purposes of this part, 'non-synthetic' is used as a synonym for natural as the term is used in the regulations. [7 CFR 205.2 Terms defined.]

Pesticide — Any substance or mixture of substances intended for: (i) preventing, destroying, repelling, or mitigating any pest; (ii) use as a plant regulator, defoliant, or desiccant; or (iii) use as a spray adjuvant such as a wetting agent or adhesive. The term 'pesticide' includes insecticides, herbicides, fungicides, and rodenticides, but does not include cleaning products other than those that contain pesticidal agents.

Synthetic materials - A substance that is formulated or manufactured by a chemical process or by a process that chemically changes a substance extracted from naturally occurring plant, animal, or mineral sources, except that such term shall not apply to substances created by naturally occurring biological processes. [7 U.S.C. 6502(21) Definitions]

§5. Prohibitions.

The application of any Pesticide that is not on the Allowed Material List is prohibited, except as permitted in this bylaw.

§6. Exceptions.

- A. The application of the following Pesticides is allowed:
  1. Indoor pest sprays and insect baits (excluding rodent baits)

2. Insect repellants for personal and household use
  3. Pet: Flea and tick sprays, powders, and pet collars
  4. Kitchen, laundry, and bath disinfectants and sanitizer
  5. Products labeled primarily to kill mold and mildew
  6. Usage for commercial farming and nurseries.
- B. Pesticides for the treatment of invasive plants for ecological restoration (see Massachusetts Invasive Plant Advisory Group current lists of Invasive, Likely Invasive, and Potentially Invasive <https://www.massnrc.org/mipag/> may be used upon the grant of a waiver by the Town Manager or authorized designee.
- C. If an emergency public health situation warrants the use of Pesticides, which would otherwise not be permitted under this bylaw, the Town Manager or authorized designee shall have the authority to grant a temporary waiver on a case-by-case basis after an evaluation of all alternative methods and materials.
- D.

§7. Enforcement.

The enforcement authority shall be the Town Manager, or any town officials as designated by the Select Board to oversee and enforce the provisions of this bylaw.

§8. Penalties.

Any person who violates any provision of this bylaw shall be punished by a fine of one hundred dollars (\$100.00) for the first offense and three hundred dollars (\$300.00) for each offense thereafter. Each day or portion thereof during which a violation continues shall constitute a separate offense and a violation of each provision of the bylaw shall constitute a separate offense. If the offender is a commercial applicator, the right to do business in Harwich may be revoked.

§9. Severability.

The provisions of this bylaw are hereby declared to be severable. If any provision, paragraph, sentence, or clause of this bylaw or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this bylaw.

Provided, that this bylaw is subject to the Town obtaining special legislation from the Great and General Court of the Commonwealth of Massachusetts authorizing the Pesticide Reduction Bylaw as aforesaid; or to take any other action relative thereto.

By Petition (Lead Petitioner: Patrick Otton)



Explanation

This Home Rule petition asks the state legislature to allow the Town of Harwich to establish its own fertilizer regulations. Beacon Hill does not have the seashore, ponds, embayments and estuaries. *These are all* endangered by human sourced pollution of nitrogen and phosphorous from fertilizers. Harwich's 22 ponds and 11+ miles of coastline are the life and assets for all residents, property owners, visitors and businesses in Harwich. It is the reason we live here and they need to be protected and cared for.

SUMMARY

The article authorizes the Select Board to file special legislation authorizing the adoption of the proposed bylaw as the application of pesticides in Harwich is currently primarily regulated by state and federal law. This article also proposes the adoption of a bylaw that seeks to reduce toxic pesticide use in and on public and private property in order to promote a healthy environment and to protect the public from the hazards of pesticide use. It does not prohibit businesses from selling products containing pesticides to anyone.

**ROLL CALL VOTES:**

**Select Board:**

To accept and adopt:

Yeas: 0 (Zero): None

Nays: 4 (Four): Julie Kavanagh, Michael MacAskill, Jeffrey Handler, Donald Howell

PETITIONED ARTICLE – AUTHORIZE SPECIAL ACT TO ENABLE HARWICH  
TO REGULATE THE APPLICATION OF FERTILIZERS

ARTICLE 14: To see if the Town will vote to authorize and ask the Select Board to petition the Great and General Court of the Commonwealth of Massachusetts for special legislation, the text of which is set forth below, prohibiting the application of fertilizer in the Town of Harwich except for the purposes of commercial agriculture and the residential use of organic fertilizer with low nitrogen and phosphorus for the use in growing fruits and vegetables that is allowable under the USDA National Organic Program organic standards (OMRI listed), and to authorize the General Court, with the approval of the Select Board, to make changes of form to the text thereto as may be necessary or advisable in order to accomplish the intent and public purpose of this legislation in order to secure passage, as follows:

An Act prohibiting the application of fertilizer used in the Town of Harwich except for the purposes of commercial agricultural and the residential use of organic fertilizer with low nitrogen

and phosphorus for the use in growing fruits and vegetables that is allowable under the USDA National Organic Program organic standards (OMRJ listed).

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

Section 1. There is sound scientific evidence to conclude that nitrogen and phosphorus in fertilizers are contaminants that negatively affect fresh and salt waters when present in excessive amounts. These excessive amounts of nitrogen and phosphorus contribute to undesirable algae and aquatic plant growth within all Harwich water bodies. This undesirable algae and aquatic plant growth has an adverse effect on public health through the degradation of waters used for drinking water, shell fishing, and recreational swimming and boating.

Section 2. It is necessary to prohibit the application of fertilizer that contains phosphorus and nitrogen so as to improve the water quality of the Town of Harwich. The soils of Harwich are unique insofar as Harwich has significant amounts of coarse, sandy soils that are subject to rapid water infiltration, percolation and leaching of nutrients, and such unique local conditions require that Harwich prohibit the application of nitrogen and phosphorus added to soils through the application of fertilizers. This Act should help Harwich to achieve compliance with the Total Maximum Daily Loads (TMDL) prescribed by the Commonwealth of Massachusetts for nitrogen and phosphorus in its waters.

Section 3. Notwithstanding any General or Special law to the contrary, including but not limited to any General or Special law conferring exclusive authority upon the Department of Agriculture to regulate and control the application of fertilizers elsewhere in the Commonwealth, the application of fertilizer containing nitrogen or phosphorus, or any other pollutants in the Town of Harwich is prohibited, except for the purposes of commercial agricultural and the residential use of organic fertilizer with low nitrogen and phosphorus for the use in growing fruits and vegetables that is allowable under the USDA National Organic Program organic standards (OMRI listed).

Section 4. This act shall take effect upon passage.

Or to take any other action related thereto.

By Petition (Lead Petitioner: Patrick Otton)

Explanation: This Home Rule petition asks the state legislature to allow the Town of Harwich to establish its own fertilizer regulations. Beacon Hill does not have the seashore, ponds, embayments and estuaries. *These are all* endangered by human sourced pollution of nitrogen and phosphorous from fertilizers. Harwich's 22 ponds and 11+ miles of coastline are the life and assets

for all residents, property owners, visitors and businesses in Harwich. It is the reason we live here and they need to be protected and cared for.

**SUMMARY**

Water is what brings people here and makes us want to stay in this special place of ours. Water is our most valuable environmental resource and our most valuable economic asset. It directly or indirectly affects every resident, property owner, visitor, and business in Harwich. Harwich has 22 ponds/lakes and H miles of coastline, water is our lifeblood and it is our responsibility to keep it healthy and protect what we love. Yes, please move forward to regulate fertilizers. Supporting the preparation of a Home Rule Petition an act addressing clean and healthy waters will protect Harwich's environment, wildlife, residents, visitors, pets, economy and property values before all is lost.

**ROLL CALL VOTES:**

**Select Board:**

To accept and adopt:

Yeas: 0 (Zero): None

Nays: 3 (Three): Julie Kavanagh, Michael MacAskill, Jeffrey Handler

Abstained: 1 (One): Donald Howell

**PETITIONED ARTICLE - AFFIRM SUPPORT FOR A PUBLIC ACCESS OLYMPIC SWIMMING POOL AND FACILITIES AT THE HARWICH COMMUNITY CENTER**

**ARTICLE 15:** To see if the Town will vote to adopt the following resolution:

WHEREAS, the Town of Harwich acknowledges the seasonal use of our ponds and seashore for recreational use; and,

WHEREAS, the Town of Harwich acknowledges that year-round swim lessons for our children, competitive swimming for our youth and recreational and fitness swimming for our adults would improve the health and well-being for all; and,

WHEREAS, the Harwich Community Center originally built in 2000 has the rough plumbing facilities needed to operate a pool; and,

WHEREAS, a pool and additional structure would need to be built as an additional wing to the Community Center. The last estimated cost in 2018, was \$18M; and,

WHEREAS, also needed would be a new staff person position to operate the pool. The Recreation department would be responsible for lifeguards and safety; and,

WHEREAS, all details of funding, costs, building, access, timing etc. would be addressed if positive interest is expressed; and,

NOW THEREFORE BE IT RESOLVED, that the Harwich Town Meeting supports the concept of a public access Olympic swimming pool and attendant facilities at the Harwich Community Center, and that the concept be referred to the Select Board, Town Administrator and the Capital Outlay Committee for consideration of inclusion in the Town's Capital Plan and to act fully thereon.

By Petition (Lead Petitioner: Patrick Otton)

Summary: A public Olympic size swimming pool would be an asset for all Harwich residents. This is a nonbinding question - a first step. Similar to golf, other recreational facilities and our beaches, a pool would promote the health, happiness and well-being of all Harwich residents.

**ROLL CALL VOTES:**

**Select Board:**

To accept and adopt:

Yeas: 0 (Zero): None

Nays: 4 (Four): Julie Kavanagh, Michael MacAskill, Jeffrey Handler, Donald Howell

**ADOPT THE CAPITAL OUTLAY PLAN**

**ARTICLE 16:** To see if the Town will vote pursuant to Section 9-6 of the Town Charter to adopt the five (5) year Capital Outlay Plan for FY 2025 through FY 2029 as proposed by the Select Board and set forth in Appendix C of this Warrant, and to act fully thereon.

By request of the Select Board. (APPENDIX C)

Explanation: The five-year Capital Outlay Plan is laid out in Appendix C. The projects listed under FY 2025 are funded as laid out in Articles 17, 18, 19 and 20. There are three projects that are not included in the Fiscal Year 2025 Capital Outlay Plan. They are;

- Facilities Maintenance – Brooks Academy Museum (\$1,160,000)
- Golf Department - Irrigation System Update (\$2,500,000)
- Public Works Department – Road Improvement Plan (\$1,500,000)

The Select Board intends on funding these three projects through a Fall 2024 Special Town Meeting if funds are available, most likely from Free Cash.

**ROLL CALL VOTES:**

**Select Board:**

To accept and adopt:

Yeas: 3 (Three): Julie Kavanagh, Michael MacAskill, Jeffrey Handler

Nays: 1 (One): Donald Howell

**CAPITAL OUTLAY PROJECTS FUNDED FROM VARIOUS SOURCES**

**ARTICLE 17:** To see if the Town will vote to raise and appropriate, transfer from available funds or borrow a sufficient sum of money to fund the projects in the table below included in the Fiscal Year 2025 Capital Outlay Plan, and to act fully thereon.

By request of the Select Board. Estimated cost: \$437,863.

<b>Project</b>	<b>Amount</b>	<b>Source</b>
Harwich Channel Equipment Upgrades	47,863	Cable Fund
Herring River Ramp Replacement	40,000	Waterways Improvement Fund
Facilities Maintenance – Harbor Generator	200,000	Waterways Improvement Fund
Electronic Records/Content Management	150,000	Community Compact IT Grant
<b>Total from Other Sources</b>	<b>\$437,863</b>	

Explanation: The projects listed above are fully funded through the sources identified in the table. The town received the grant award for the Community Compact IT Grant through the Governor’s office in December 2023.

**ROLL CALL VOTES:**

**Select Board:**

To accept and adopt:

Yeas: 4 (Four): Julie Kavanagh, Michael MacAskill, Jeffrey Handler, Donald Howell

Nays: 0 (Zero): None

**CAPITAL OUTLAY PROJECTS FUNDED FROM FREE CASH**

**ARTICLE 18:** To see if the Town will vote to raise and appropriate, transfer from available funds or borrow a sufficient sum of money to fund the projects in the table below included in the FY 2025 Capital Outlay Plan, and to act fully thereon.

By request of the Select Board. Estimated cost: \$2,892,000.

<b>Department</b>	<b>Project</b>	<b>Amount</b>
Facilities Maintenance	Community Center (\$295,000)	\$997,000

	Public Safety Complex (\$52,000) 204 Sisson Road (\$650,000)	
Fire Department	Ambulances (\$520,000) Vehicles (\$90,000)	\$610,000
Information Technology	Technology Reinvestment (\$250,000)	\$250,000
Police Department	Cruiser Replacements (\$219,000) Equipment Replacements (\$51,000)	\$270,000
Public Works	Vehicle Replacements	\$765,000
<b>Total from Free Cash</b>		<b>\$2,892,000</b>

Explanation: Free Cash was certified on February 26, 2024 in the amount of \$2,956,463 of which \$2,892,000 is recommended to fund this article.

**ROLL CALL VOTES:**

**Select Board:**

To accept and adopt:

Yeas: 4 (Four): Julie Kavanagh, Michael MacAskill, Jeffrey Handler, Donald Howell

Nays: 0 (Zero): None

**CAPITAL OUTLAY PROJECTS FUNDED FROM WATER RETAINED EARNINGS AND BORROWING**

**ARTICLE 19:** To see if the Town will vote to raise and appropriate, transfer from available funds or borrow a sufficient sum of money to fund the items in the table below included in the FY 2025 Capital Outlay Plan, and to act fully thereon.

By request of the Select Board and the Board of Water and Wastewater Commissioners.

Estimated cost: \$2,402,000

Vehicle replacements	270,000
Equipment replacements	232,000
Well Rehabilitation	150,000
Pleasant Lake Ave. Tank Painting	1,750,000

<b>Total</b>	<b>2,402,000</b>
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**ROLL CALL VOTES:**

**Select Board:**

To accept and adopt:

Yeas: 4 (Four): Julie Kavanagh, Michael MacAskill, Jeffrey Handler, Donald Howell

Nays: 0 (Zero): None

**CAPITAL OUTLAY PROJECTS FUNDED FROM WASTEWATER RETAINED EARNINGS**

**ARTICLE 20:** To see if the Town will vote to raise and appropriate, transfer from available funds or borrow a sufficient sum of money to fund the items in the table below included in the FY 2025 Capital Outlay Plan, and to act fully thereon.

By request of the Select Board and the Board of Water and Wastewater Commissioners. Estimated cost: \$75,000.

Collections System Improvements	75,000
<b>Total</b>	<b>75,000</b>

**ROLL CALL VOTES:**

**Select Board:**

To accept and adopt:

Yeas: 4 (Four): Julie Kavanagh, Michael MacAskill, Jeffrey Handler, Donald Howell

Nays: 0 (Zero): None

**ACQUISITION OF A CONSERVATION RESTRICTION FOR 1039 ROUTE 28**

**ARTICLE 21 :** To see if the Town will vote to acquire, by gift, purchase, eminent domain, or otherwise, a perpetual conservation restriction upon a certain parcel of land, together with any improvements thereon, located at 1039 Route 28, Harwich, consisting of 9.6 acres, more or less, as shown on Assessor’s Map 35, Parcel S2, for conservation and passive recreation purposes, to be held by the Conservation Commission under the provisions of M.G.L. c. 40, s. 8C, as hereafter amended, and any other Massachusetts statutes relating to conservation, said acquisition contingent upon successful awarding to the Town of a Commonwealth of Massachusetts Municipal Vulnerability Preparedness (MVP) program reimbursement grant; and, further, to authorize the Town to accept the sum of \$2,000,000 from The Compact of Cape Cod Conservation Trust, Inc. and to expend the sum of \$2,000,000 to acquire said conservation

restriction; and the Select Board and the Conservation Commission be authorized to file on behalf of the Town any and all applications for grants and/or reimbursements from the Commonwealth of Massachusetts under M.G.L. c. 132A, s. 11 and/or any others in any way connected with the scope of this Article, and the Select Board and the Conservation Commission be authorized to enter into all agreements and execute any and all instruments including the acceptance of the perpetual conservation restriction in accordance with M.G.L. c. 184, ss. 31-33 as may be necessary on behalf of the Town to effect said purchase; and to act fully thereon.

By request of the Select Board.

Explanation: The Harwich Conservation Trust and Town Administrator are working collaboratively to secure the Municipal Vulnerability Preparedness (MVP) grant as referenced in the article. The Town submitted an “Expression of Interest” (EOI) back in December 2023 and will have applied for the Fiscal Year 2025 before Town Meeting.

**ROLL CALL VOTES:**

**Select Board:**

To accept and adopt:

Yeas: 4 (Four): Julie Kavanagh, Michael MacAskill, Jeffrey Handler, Donald Howell

Nays: 0 (Zero): None

**EXPENDITURE OF FUNDS FROM SALE OF 276 QUEEN ANNE ROAD**

**ARTICLE 22:** To see if the Town will vote to authorize the Select Board to acquire, by gift, purchase, eminent domain, or otherwise, a fee, or lesser interest, in a parcel or parcels of land within the Town of Harwich, and to authorize the Select Board to expend the sum of \$1,505,001.00 from the Sale of Land Sinking Fund pursuant to G.L. c. 44, §63 for these acquisitions, including all costs incidental and related thereto, said acquisitions determined by the Select Board to be in the best interests of the Town; and the Select Board be authorized to enter into all agreements and execute any and all instruments including, but not limited to, orders of taking, as may be necessary on behalf of the Town to accomplish the purpose of this article; and to act fully thereon.

By request of the Select Board.

Explanation: This article is recommended to be funded by the Sale of Land Sinking Fund (Sale of Land Receipts Reserved Account) with the proceeds derived from the recent sale of the surplus property at 276 Queen Anne Road.



**ROLL CALL VOTES:**

**Select Board:**

To accept and adopt:

Yeas: 4 (Four): Julie Kavanagh, Michael MacAskill, Jeffrey Handler, Donald Howell

Nays: 0 (Zero): None

**CORRECT ARTICLE 24 FROM THE 2023 ANNUAL TOWN MEETING**

**ARTICLE 23:** To see if the Town will vote to amend the vote taken under Article 24 of the 2023 Annual Town Meeting by adding the following language to the end of the motion: “and further, to authorize the the Conservation Commission to acquire a conservation restriction pursuant to G.L. c. 40, section 8C, on two parcels of land located at 61 and 77 Bells Neck Road, Harwich as shown on Assessors Map 18, Parcels K2 and K6, for conservation and passive outdoor recreation purposes pursuant to G.L. c. 184, sections 31-33”, and to act fully thereon.

By request of the Select Board and the Community Preservation Committee.

Explanation: This article corrects Article 24 by including previously omitted language regarding the acquisition of a conservation restriction.

**ROLL CALL VOTES:**

**Select Board:**

To accept and adopt:

Yeas: 4 (Four): Julie Kavanagh, Michael MacAskill, Jeffrey Handler, Donald Howell

Nays: 0 (Zero): None

**COMMUNITY PRESERVATION ACT –HOUSEKEEPING EXPENSES**

**ARTICLE 24:** To see if the Town will vote to hear and act on the report of the Community Preservation Committee on the Fiscal Year 2025 Community Preservation Budget, and to reserve for future spending the following amounts from Community Preservation Act Fund FY 2025 Estimated Annual Revenue as recommended by the Community Preservation Committee, with each item considered a separate appropriation:

- A sum of money for the acquisition, creation, and preservation of the open space;
- A sum of money for the acquisition, preservation, restoration, and rehabilitation of historic resources;
- A sum of money for the acquisition, creation, preservation, and support of community housing;

- A sum of money for the administrative expenses of the Community Preservation Committee.

<b>RESERVES AND ADMINISTRATIVE EXPENSES</b>	<b>FY 2025</b>
Open Space Reserve	\$ 199,500.00 from FY2025 Estimated Annual Revenue
Historic Preservation Reserve	\$ 199,500.00 from FY2025 Estimated Annual Revenue
Community Housing Reserve	\$ 199,500.00 from FY 2025 Estimated Annual Revenue
Administrative Expenses	\$75,000 from FY2025 Estimated Annual Revenue

And to act fully thereon.

**ROLL CALL VOTES:**

**Select Board:**

To accept and adopt:

Yeas: 4 (Four): Julie Kavanagh, Michael MacAskill, Jeffrey Handler, Donald Howell

Nays: 0 (Zero): None

**COMMUNITY PRESERVATION ACT – BEACH AUTOMATED EXTERNAL DEFIBRILLATOR (AED) ACQUISITION**

**ARTICLE 25:** To see if the Town will vote to appropriate \$39,000.00 from the Community Preservation Act Fund consisting of \$17,300.00 from the FY2025 Estimated Annual Revenue and \$21,700.00 from the Community Preservation Act Undesignated Fund Balance to fund the Beach Automated External Defibrillator Project Any funds left unspent from this Article are to be returned to the Community Preservation Act Fund –Undesignated Fund Balance, and to act fully thereon.

By request of the Community Preservation Committee.

Explanation: Funding supports the purchase of fifteen (15) AED units for all lifeguard stands at guarded town beaches. An AED is a useful tool in continued lifesaving in an emergency situation. The AED’s could be used in the offseason for many other recreational programs and activities.

**ROLL CALL VOTES:**

**Select Board:**

To accept and adopt:

Yeas: 4 (Four): Julie Kavanagh, Michael MacAskill, Jeffrey Handler, Donald Howell

Nays: 0 (Zero): None

**COMMUNITY PRESERVATION ACT – COLD BROOK TRAILHEAD AND PUBLIC ACCESS PROJECT**

**ARTICLE 26:** To see if the Town will vote to appropriate \$250,000 from the Community Preservation Act Fund – FY2025 Estimated Annual Revenue to fund the Cold Brook Trailhead and Public Access Project at 203, 199 and 0 Bank Street, shown on Assessors Map 23, Parcels B3, B2 and B2-1, for the purposes of the rehabilitation and restoration of land for recreational use, and that the Town Administrator and the Select Board be authorized, as they deem appropriate, to enter into all agreements and execute any and all instruments as may be necessary on behalf of the Town of Harwich to effect said funding. Any funds left unspent from this Article are to be returned to the Community Preservation Act Fund – Undesignated Fund Balance; and to act fully thereon. By request of the Community Preservation Committee.

By request of the Community Preservation Committee.

Explanation: Funding to support available parking for the Robert F. Smith Cold Brook Preserve, the Harwich Fire Association (HFA) restored Firehouse and handicapped accessible spaces for the soon-to-be completed half-mile wheelchair accessible trail loop; as well as addressing stormwater run-off to protect water quality in the Cold Brook watershed, and support to align with water quality and habitat improvement goals associated with the ecological restoration project currently occurring within the Cold Brook Preserve.

**ROLL CALL VOTES:**

**Select Board:**

To accept and adopt:

Yeas: 4 (Four): Julie Kavanagh, Michael MacAskill, Jeffrey Handler, Donald Howell

Nays: 0 (Zero): None

COMMUNITY PRESERVATION ACT – HARWICH POLICE SOCCER CLUB STREET  
SOCCER PITCH

ARTICLE 27: To see if the Town will vote to appropriate \$48,700.00 from Community Preservation Act Fund FY2025 Estimated Annual Revenue to fund the Mobile Soccer Pitch Project Any funds left unspent from this Article are to be returned to the Community Preservation Act Fund –Undesignated Fund Balance; and to act fully thereon.

By request of the Community Preservation Committee

Explanation: Funding to support the Harwich Police Soccer Club’s purchase of a portable Street Soccer Pitch (a portable field set-up) that can be used town-wide to provide the opportunity for all the local community to enjoy. Players develop better game skills while fostering social, emotional, physical and cognitive development.

**ROLL CALL VOTES:**

**Select Board:**

To accept and adopt:

Yeas: 4 (Four): Julie Kavanagh, Michael MacAskill, Jeffrey Handler, Donald Howell

Nays: 0 (Zero): None

COMMUNITY PRESERVATION ACT – AFFORDABLE HOUSING TRUST FUNDS

ARTICLE 28: To see if the Town will vote to appropriate \$500,000.00 from the Community Preservation Act Fund, consisting of \$199,500.00 from the FY2025 Community Housing Reserve Fund and \$300,500.00 from the FY2025 Estimated Annual Revenue to fund the Affordable Housing Trust; and to act fully thereon.

By request of the Community Preservation Committee.

Explanation: Fund the Harwich Affordable Housing Trust to allow for the analysis, promotion of public discussion, and creation of affordable housing units to meet critical housing needs.

**ROLL CALL VOTES:**

**Select Board:**

To accept and adopt:

Yeas: 4 (Four): Julie Kavanagh, Michael MacAskill, Jeffrey Handler, Donald Howell

Nays: 0 (Zero): None

COMMUNITY PRESERVATION ACT – LOWER CAPE HOUSING INSTITUTE

ARTICLE 29: To see if the Town will vote to appropriate \$7,500.00 from the Community Preservation Act Fund FY2025 Estimated Annual Revenue to fund the Lower Cape Housing Institute. Any funds left unspent from this Article are to be returned to the Community Preservation Act Fund –Undesignated Fund Balance, and to act fully thereon.

By request of the Community Preservation Committee.

Explanation: Funds to support the Community Development Partnership’s Lower Cape Housing Institute which provides education to local elected and appointed officials that help support Affordable Housing development in their town.

**ROLL CALL VOTES:**

**Select Board:**

To accept and adopt:

Yeas: 4 (Four): Julie Kavanagh, Michael MacAskill, Jeffrey Handler, Donald Howell

Nays: 0 (Zero): None

COMMUNITY PRESERVATION ACT – MONOMOY REGIONAL SCHOOL DISTRICT  
PRESS BOX PROJECT

ARTICLE 30: To see if the Town will vote to appropriate \$100,000.00 from the Community Preservation Act Fund FY2025 Estimated Annual Revenue to fund the Monomoy Press Box Project; Any funds left unspent from this Article are to be returned to the Community Preservation Act Fund –Undesignated Fund Balance, or to act thereon.

By request of the Community Preservation Committee

Explanation: Partial funding to support the Monomoy All Sports Booster Club’s Press Box project at the stadium turf field (to be ADA compliant) which upon completion will become the property of the Monomoy Regional School District. This press box will provide a more interactive experience for young athletes, allowing for the capability to commentate and film activities on the field as well as enhancing other school and community group usage.

**ROLL CALL VOTES:**

**Select Board:**

To accept and adopt:

Yeas: 4 (Four): Julie Kavanagh, Michael MacAskill, Jeffrey Handler, Donald Howell

Nays: 0 (Zero): None

**COMMUNITY PRESERVATION ACT – NORTH WOODS AND WATER SUPPLY  
PROTECTION PROJECT**

**ARTICLE 31:** To see if the Town will vote to appropriate \$100,000.00 from the Community Preservation Act Fund - Open Space Reserve Fund to fund the Northwoods Project for the acquisition of a Conservation Restriction on a parcel of land of approximately 7± acres as described on Assessors Map 89, Parcel G1, with an address of 0 Woodland, Harwich, for conservation and passive outdoor recreation purposes pursuant to G.L.c. 184, sections 31-33, said conservation restriction to be held by the Conservation Commission by authority of G.L.c. 40, section 8C, and that the Town Administrator and the Select Board and the Conservation Commission be authorized, as they deem appropriate, to enter into all agreements and execute any and all instruments including the acceptance and approval of the perpetual conservation restriction in accordance with M.G.L. Chapter 184 as required by Section 12(a) of Chapter 44B or Chapter 293 Section 10 of the Acts of 1998 as amended, as may be necessary on behalf of the Town of Harwich to effect said purchase. Any funds left unspent from this Article are to be returned to the Community Preservation Act Fund – Open Space Reserve Fund; and to act fully thereon.

By request of the Community Preservation Committee.

Explanation: Funding to support the purchase of a Conservation Restriction by the Town of Harwich to protect approximately seven (7) acres in North Harwich on the Brewster/Harwich line to protect water quality (located near Harwich water supply land) and protection of prime forest land, valuable wildlife corridor, and priority habitat of rare species.

**ROLL CALL VOTES:**

**Select Board:**

To accept and adopt:

Yeas: 4 (Four): Julie Kavanagh, Michael MacAskill, Jeffrey Handler, Donald Howell

Nays: 0 (Zero): None

COMMUNITY PRESERVATION ACT – 203 BANK STREET FIREHOUSE HOUSING

ARTICLE 32: To see if the Town will vote to appropriate \$400,000.00 from the Community Preservation Act Fund FY2025 Estimated Annual Revenue to fund the 203 Bank Street Community Housing Project at the Old Fire Station, and that the Town Administrator and the Select Board be authorized, as they deem appropriate, to enter into all agreements and execute any and all instruments including a CPA Grant Agreement, and the acceptance and approval of an affordable housing restriction in accordance with M.G.L. Chapter 184 as required by Section 12(a) of Chapter 44B; and to act fully thereon.

By request of the Community Preservation Committee.

Explanation: Provide funding to the Harwich Fire Association to support the rehabilitation of the second floor for the construction of three (3) one-bedroom affordable rate rental housing units.

**ROLL CALL VOTES:**

**Select Board:**

To accept and adopt:

Yeas: 4 (Four): Julie Kavanagh, Michael MacAskill, Jeffrey Handler, Donald Howell

Nays: 0 (Zero): None

COMMUNITY PRESERVATION ACT – RED RIVER VALLEY LAND AND WATER  
PROTECTION PROJECT

ARTICLE 33: To see if the Town will vote to appropriate \$99,500 from the Community Preservation Act Fund - Open Space Reserve Fund and \$50,500 from FY25 Estimated Revenue for the acquisition of a Conservation Restriction in the amount of \$150,000 on a parcel of land of approximately 2.24+ acres as described on Assessors Map 35, parcel E-5, with an address of 0 Route 28, Harwich, for conservation, passive outdoor recreation purposes and water supply protection purposes pursuant to G.L.c. 184, sections 31-33, said conservation restriction to be held by the Conservation Commission by authority of G.L.c. 40, section 8C, and that the Town Administrator, the Select Board and the Conservation Commission be authorized, as they deem appropriate, to enter into all agreements and execute any and all instruments including the acceptance and approval of the perpetual conservation restriction in accordance with M.G.L. Chapter 184 as required by Section 12(a) of Chapter 44B or Chapter 293 Section 10 of the Acts of 1998 as amended, as may be necessary on behalf of the Town of Harwich to effect said purchase. Any funds left unspent from this Article are to be returned to the Community Preservation Act Fund – Open Space Reserve Fund; and to act fully thereon.

By request of the Community Preservation Committee.

Explanation: Funding to support the purchase of a Conservation Restriction by the Town of Harwich to protect approximately 2.24 acres in South Harwich to provide water quality protection in the Red River watershed, protect water supply recharge for the Town of Harwich public water supply wells, protection of scenic views on Route 28, and protection of wildlife habitat.

**ROLL CALL VOTES:**

**Select Board:**

To accept and adopt:

Yeas: 4 (Four): Julie Kavanagh, Michael MacAskill, Jeffrey Handler, Donald Howell

Nays: 0 (Zero): None

**COMMUNITY PRESERVATION ACT – SENIOR MEMORIAL SOFTBALL FIELD  
FENCING**

**ARTICLE 34:** To see if the Town will vote to appropriate \$110,000.00 from Community Preservation Act Fund FY2025 Estimated Annual Revenue to fund the Senior Softball Field Fence Project. Any funds left unspent from this Article are to be returned to the Community Preservation Act Fund – Undesignated Fund Balance, and to act fully thereon.

By request of the Community Preservation Committee

Explanation: Funding supports the complete replacement of all fencing around the field including the backstop. The current fencing is at the end of its useful life and presents a safety risk. This field is located behind Whitehouse Field and next to Potter Softball Field and used on a constant basis throughout the spring and summer months.

**ROLL CALL VOTES:**

**Select Board:**

To accept and adopt:

Yeas: 4 (Four): Julie Kavanagh, Michael MacAskill, Jeffrey Handler, Donald Howell

Nays: 0 (Zero): None



COMMUNITY PRESERVATION ACT – SOUTH HARWICH GRAVESTONE  
CONSERVATION

ARTICLE 35: To see if the Town will vote to appropriate \$23,000.00 from the Community Preservation Act Fund FY2025 Historic Preservation Reserve Fund to fund the South Harwich Cemetery Project; Any funds left unspent from this Article are to be returned to the Community Preservation Act Fund –Undesignated Fund Balance, and to act fully thereon.

By request of the Community Preservation Committee.

Explanation: Funding to support the repair and restoration of gravestones in the South Harwich cemetery located on the grounds of the South Harwich Meeting House.

**ROLL CALL VOTES:**

**Select Board:**

To accept and adopt:

Yeas: 4 (Four): Julie Kavanagh, Michael MacAskill, Jeffrey Handler, Donald Howell

Nays: 0 (Zero): None

COMMUNITY PRESERVATION ACT – VETERANS MEMORIAL COMPLEX ELECTRIC  
IRRIGATION REPLACEMENT

ARTICLE 36: To see if the Town will vote to appropriate \$37,000.00 from Community Preservation Act Fund FY2025 Estimated Annual Revenue to fund the Veterans Field Irrigation/Electrical Project Any funds left unspent from this Article are to be returned to the Community Preservation Act Fund –Undesignated Fund Balance, and to act fully thereon.

By request of the Community Preservation Committee.

Explanation: Funding for the complete replacement of the electrical system that controls the irrigation for the multi-field complex. The field irrigation system will be rendered unusable without this improvement. This complex includes the Bassett Softball Field and the Crowell Baseball Field and the open recreational space between them. This complex has been used for over 15 years in Spring and Summer including usage by the Cranberry Festival, the annual Hooker’s Ball, rugby and lacrosse tournaments, and AAU baseball.

**ROLL CALL VOTES:**

**Select Board:**

To accept and adopt:

Yeas: 4 (Four): Julie Kavanagh, Michael MacAskill, Jeffrey Handler, Donald Howell

Nays: 0 (Zero): None

**REPURPOSE ARTICLE 31 OF THE 2013 ANNUAL TOWN MEETING**

**ARTICLE 37:** To see if the Town will vote to transfer \$25,000 from the appropriation under Article 31 of the 2013 Annual Town Meeting for carpeting/flooring at the Brooks Free Library to supplement the funds appropriated under Article 12 of the 2019 Annual Town Meeting for the repair of the brick sidewalk at the Brooks Free Library including the replacement of two trees along Main Street with trees whose roots do not damage sidewalks, and to act fully thereon.

By request of the Select Board and the Board of Library Trustees.

Explanation: The Board of Library Trustees voted to recommend this action to help defray the costs anticipated in the completion of the sidewalk repair and tree removal. The Department of Public Works has indicated funds previously appropriated under Article 12 (Item #6 for \$90,000) at the 2019 Annual Town Meeting are insufficient to complete this project. It is expected that the amount in this article combined with the original funds will be sufficient.

The original purpose of Article 31 is no longer relevant as the Facilities Maintenance Department has evaluated the condition of the tile flooring in the bathrooms in Brooks Free Library and has determined that they are structurally sound.

**ROLL CALL VOTES:**

**Select Board:**

To accept and adopt:

Yeas: 4 (Four): Julie Kavanagh, Michael MacAskill, Jeffrey Handler, Donald Howell

Nays: 0 (Zero): None

**FUND FISCAL YEAR 2024 WASTEWATER DEBT**

**ARTICLE 38:** To see if the Town will vote to transfer from Wastewater Retained Earnings \$858,742 for the FY 2024 Wastewater Enterprise Fund operating budget, and to act fully thereon.

By request of the Select Board. Estimated cost: \$858,742.

Explanation: This article is necessary in order to have sufficient funds available in the Wastewater Enterprise Fund operating budget to make a debt service payment on existing sewer bonds due before the end of Fiscal Year 2024. The funds are coming from Certified Retained Earnings of the Wastewater Enterprise Fund.

**ROLL CALL VOTES:**

**Select Board:**

To accept and adopt:

Yeas: 4 (Four): Julie Kavanagh, Michael MacAskill, Jeffrey Handler, Donald Howell

Nays: 0 (Zero): None

**ANNUAL DEPARTMENTAL REVOLVING FUNDS AUTHORIZATION**

**ARTICLE 39:** To see if the Town will vote to set spending limits for various revolving funds that have been authorized pursuant to Section 8.2 of the Town Code; and to act fully thereon. By request of the Town Administrator.

<i>Revolving Fund</i>	<i>FY 2025 Spending Limit</i>	<i>Disposition of FY24 Fund balance</i>
<i>Golf Pro Shop and Restaurant Lease Revenue</i>	<i>\$250,000</i>	<i>Available for expenditure</i>
<i>Golf Infrastructure fund</i>	<i>\$140,000</i>	<i>Available for expenditure</i>
<i>Council on Aging</i>	<i>\$125,000</i>	<i>Available for expenditure</i>
<i>Cemetery</i>	<i>\$100,000</i>	<i>Available for expenditure</i>
<i>Community Center</i>	<i>\$100,000</i>	<i>Available for expenditure</i>
<i>Recreation</i>	<i>\$175,000</i>	<i>Available for expenditure</i>
<i>Albro House</i>	<i>\$10,000</i>	<i>Available for expenditure</i>
<i>Wetlands</i>	<i>\$6,000</i>	<i>Available for expenditure</i>
<i>204 Sisson Road Municipal Building</i>	<i>\$300,000</i>	<i>Available for expenditure</i>
<i>Sidewalks</i>	<i>\$50,000</i>	<i>Available for expenditure</i>
<i>Tax Title Collection</i>	<i>\$36,000</i>	<i>Available for expenditure</i>

Explanation: This is a customary article required by state statute. The spending limits are the same as was voted for Fiscal Year 2024.

**ROLL CALL VOTES:**

**Select Board:**

To accept and adopt:

Yeas: 3 (Three): Julie Kavanagh, Michael MacAskill, Jeffrey Handler

Nays: 1 (One): Donald Howell

**TRANSFER 172 QUEEN ANNE ROAD FOR DISPOSITON**

**ARTICLE 40:** To see if the Town will vote to transfer the care, custody and control of the parcel of land located at 172 Queen Anne Road, and any improvements thereon, containing 0.684 acres, more or less, being Assessor's Map 58, Parcel K1-3, from the board or commission having the care, custody and control thereof and for the purpose for which said property is currently held, to the Select Board for general municipal purposes and for the purpose of conveyance, and authorize the Select Board to convey said property, on such terms and conditions as the Select Board shall determine; and to authorize the Select Board to enter into all deeds and agreements and take any and all actions as may be necessary or convenient to accomplish the foregoing purposes; and to act fully thereon.

By request of the Select Board.

Explanation: The Real Estate and Open Space Committee (REOS) has evaluated this parcel (and two others) and stated that 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 REOS that these three parcels, having no resource value, would be acceptable for disposition.

**ROLL CALL VOTES:**

**Select Board:**

To accept and adopt:

Yeas: 4 (Four): Julie Kavanagh, Michael MacAskill, Jeffrey Handler, Donald Howell

Nays: 0 (Zero):

**TRANSFER 178 QUEEN ANNE ROAD FOR DISPOSITON**

**ARTICLE 41:** To see if the Town will vote to transfer the care, custody and control of the parcel of land located at 178 Queen Anne Road, and any improvements thereon, containing

0.792 acres, more or less, being Assessor's Map 58, Parcel K1-4, from the board or commission having the care, custody and control thereof and for the purpose for which said property is currently held, to the Select Board for general municipal purposes and for the purpose of conveyance, and authorize the Select Board to convey said property, on such terms and conditions as the Select Board shall determine; and to authorize the Select Board to enter into all deeds and agreements and take any and all actions as may be necessary or convenient to accomplish the foregoing purposes; and to act fully thereon.

By request of the Select Board.

Explanation: The Real Estate and Open Space Committee (REOS) has evaluated this parcel (and two others) and stated that 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 REOS that these three parcels, having no resource value, would be acceptable for disposition.

**ROLL CALL VOTES:**

**Select Board:**

To accept and adopt:

Yeas: 4 (Four): Julie Kavanagh, Michael MacAskill, Jeffrey Handler, Donald Howell

Nays: 0 (Zero): None

**TRANSFER 246 QUEEN ANNE ROAD FOR DISPOSITON**

**ARTICLE 42:** To see if the Town will vote to transfer the care, custody and control of the parcel of land located at 246 Queen Anne Road, and any improvements thereon, containing 1.45 acres , more or less, being Assessor's Map 58, Parcel K6, from the board or commission having the care, custody and control thereof and for the purpose for which said property is currently held, to the Select Board for general municipal purposes and for the purpose of conveyance, and authorize the Select Board to convey said property, on such terms and conditions as the Select Board shall determine; and to authorize the Select Board to enter into all deeds and agreements and take any and all actions as may be necessary or convenient to accomplish the foregoing purposes; and to act fully thereon.

By request of the Select Board.

Explanation: The Real Estate and Open Space Committee (REOS) has evaluated this parcel (and two others) and stated that 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 REOS that these three parcels, having no resource value, would be acceptable for disposition.

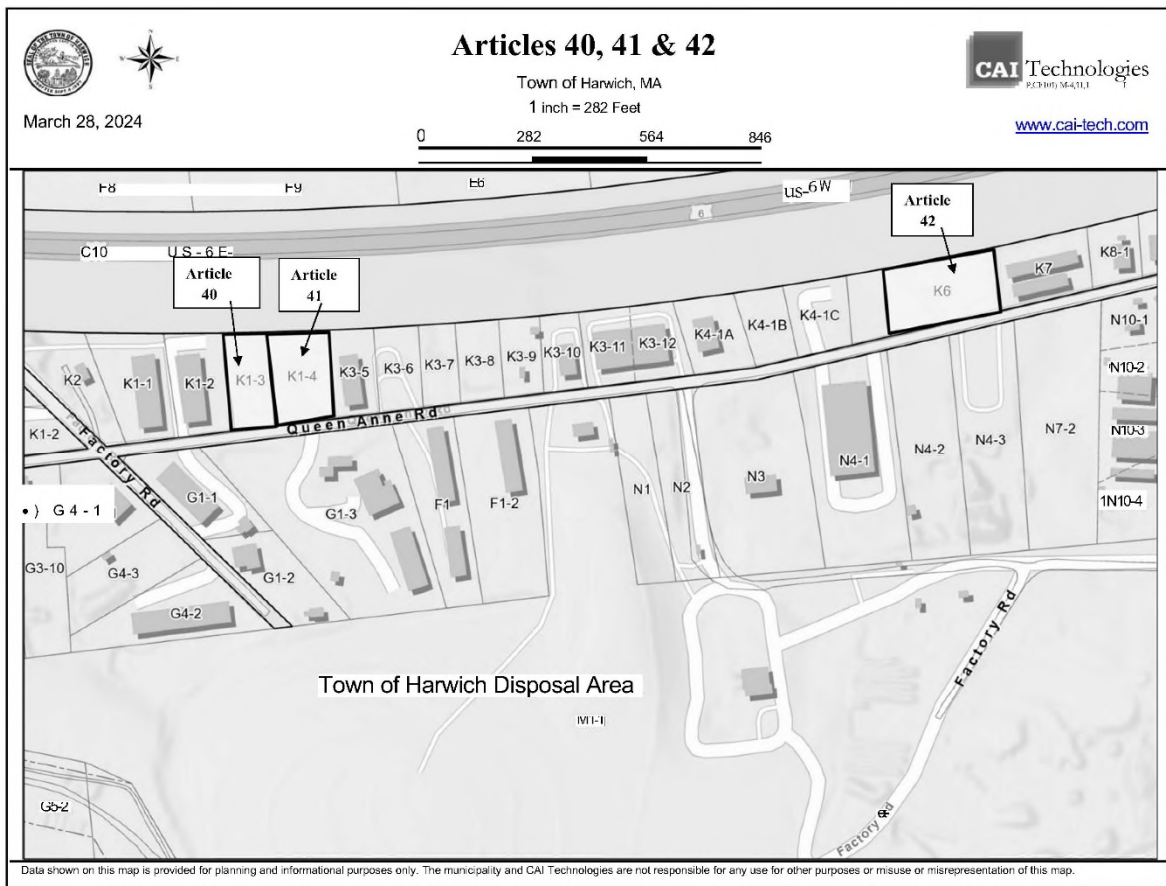
**ROLL CALL VOTES:**

**Select Board:**

To accept and adopt:

Yeas: 4 (Four): Julie Kavanagh, Michael MacAskill, Jeffrey Handler, Donald Howell

Nays: 0 (Zero): None



AMEND CHAPTER 7 OF THE GENERAL BYLAWS

ARTICLE 43: To see if the Town will vote to amend the Town of Harwich General Bylaws (§7-10 Composition of appointed Town Agencies) of the Town Code, as set forth below, with strikethrough text to be deleted and bold, underlined text to be inserted:

§7-10 A.1

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

<b>Board</b>	<b>Membership</b>	<b>Charter Reference</b>
<u>1</u>	<u>Board of Health</u> Five full members, <del>two alternates</del>	<u>§ 7-4-1</u>

and to act fully thereon.

By request of the Select Board.

Explanation: This amendment to the General Bylaws will add two alternates to the Board of Health.

**ROLL CALL VOTES:**

**Select Board:**

To accept and adopt:

Yeas: 4 (Four): Julie Kavanagh, Michael MacAskill, Jeffrey Handler, Donald Howell

Nays: 0 (Zero): None

AMEND CHAPTER 271 OF THE GENERAL BYLAWS

ARTICLE 44: To see if the Town will vote to amend the Town of Harwich General Bylaws Chapter 271 of the Town Code, as set forth below, with strikethrough text to be deleted and bold, underlined text to be inserted:

§271-3

During the legislative session of 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 **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.

§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.~~ **Votes of the Select Board and Finance Committee establishing recommendations regarding Town Meeting articles shall be printed in the warrant with each individual's recorded vote.**

and to act fully thereon.

By request of the Select Board.

Explanation: The amendment to §271-3 will require that the Moderator allow nonresident department head to speak on any article which might affect that department or in response to questions from the floor.

The amendment to §271-6 will align the General Bylaw with the provisions of the Town Charter regarding recording of individuals votes of the Select Board and the Finance Committee in the warrant.

**ROLL CALL VOTES:**

**Select Board:**

To accept and adopt:

Yeas: 4 (Four): Julie Kavanagh, Michael MacAskill, Jeffrey Handler, Donald Howell

Nays: 0 (Zero): None

**AMENDMENTS TO THE HARWICH CHARTER**

**ARTICLE 45:** To see if the Town will vote pursuant to M.G.L. c.43B, §10 to amend the Town Charter, as set forth below, with strikethrough text to be deleted and bold, underlined text to be inserted:

1. Chapter 2 Town Meeting, Section 3 Procedures:

2-3-1 The annual election of town officers shall be called under clause 8-1-1 of chapter 8. ~~The annual town meeting for transaction of other town business shall be held the first Monday in May~~



**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 to other days, until all articles in the warrant have been acted upon.**

2. Chapter 3 Select Board, Section 1 The Select Board

3-1-2 Vacancies in the office of ~~selectmen~~ **select board** shall be filled by special election in accordance with general law.

3. Chapter 3 Select Board, Section 5 Specific powers, Duties, and Responsibilities

3-5-3 ~~The select board shall have the authority to designate from time to time 1 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~~ **The select board chair shall have the authority to designate from time to time one of 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.**

4. Chapter 3 Select Board, Section 6 Powers of Appointment

3-6-1 Except as may otherwise be provided by General Laws, this charter, or the personnel bylaw, the select board shall have the power to appoint and remove: a) a town administrator as provided in chapter 4; b) a town counsel; c) a town accountant; 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, **and j) human resources position.**

5. Chapter 3 Select Board, Section 7. Prohibitions

3-7-1 Except for the purpose of investigation authorized by this charter, the ~~board of selectmen~~ **Select Board** or its members 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. **The human resources position will report to both the town administrator and the select board.**

6. Chapter 4 Town Administrator, Responsibilities for Appointment

4-4-2 Except as may otherwise be provided by General Laws, this charter, the personnel bylaw, or collective bargaining, the town administrator shall have the authority to appoint, on the basis of merit and fitness alone, and remove: a) all full-time town employees; b) all part-time employees; c) all employees of appointed town agencies; d) 1 or more inspectors; and e) all other full-time, part-time or seasonal employees. Any such appointments or removals may be overturned only by the affirmative vote of at least 4 **members of the Select Board** ~~selectmen~~ taken within 14 days of the town administrator's action in initiating such appointment or removal.

7. Chapter 4 Town Administrator, Section 4 Responsibilities

~~4-4-3 The town administrator shall appoint the harbormaster and any assistant harbormasters.~~

8. Chapter 7 Appointed Town Agencies, Section 4, Board of Health

~~7-4-1~~ A board of health of up to five members **and two alternate members** shall be appointed by the Select Board in such numbers as outlined in chapter 7, Article III, Boards and Committees, of the Town's bylaws for 3-year overlapping terms. One member, at least, shall be a doctor of medicine, or a person with significant experience in public health.

9. Chapter 8 Election and Recall, Section 1 Town Elections

8-1-1 The regular election for all town officers who are chosen by ballot shall be held the third Tuesday in May. The warrant calling this election may include other ballot questions as determined by the **select board** ~~selectmen~~.

10. Chapter 9 Financial Provisions and Procedures, Section 2 Section 2 Submission of Budget and Budget Message

9-2-4 On or before the second Tuesday of February, the town administrator shall submit to the Select Board a comprehensive budget for all town functions for the ensuing fiscal year and shall submit to the **select board** ~~selectmen~~ a budget message.

11. Chapter 9 Financial Provisions and Procedures, Section 3 Action on the Proposed Budget

9-3-3 The finance committee shall conduct 1 or more public hearings on the proposed budget after it has been submitted to it by the **select board** ~~selectmen~~ and by March 31 of each year shall submit its written recommendations on the budget and on all articles to appear in the warrant. These

written recommendations shall be made available for distribution to the public at least 10 days before the scheduled date of town meeting. To assist in its preparation of recommendations, the committee may require the town administrator, the head of any division or department or any other town officer or member of a town agency to furnish it with appropriate data

and to act fully thereon. By request of the Select Board.

Explanation: This article proposes several amendments to the Town Charter, including correcting remaining references to Select Board, minor changes to Town Meeting and financial procedures, providing that the Human Resources Position (who will report to both the Town Administrator and the Select Board) and the Harbormaster will be appointed by the Select Board, adding two alternate members of the Board of Health, changing the reference from water department to water/wastewater department

**ROLL CALL VOTES:**

**Select Board:**

To accept and adopt:

Yeas: 4 (Four): Julie Kavanagh, Michael MacAskill, Jeffrey Handler, Donald Howell

Nays: 0 (Zero): None

**PETITIONED ARTICLE - HOME RULE PETITION – ATTAINABLE HOUSING**

**ARTICLE 46:** To see if the Town will vote to Special Legislation to Amend the Harwich Affordable Housing Trust Bylaw Chapter 140 to include Attainable Housing. Specifics text of the Article is contained on the attached sheet to this petition.

**SPECIAL LEGISLATION TO AMEND HARWICH AFFORDABLE HOUSING TRUST FUND BYLAW CHAPTER 140 TO INCLUDE ATTAINABLE HOUSING**

**ARTICLE** : To see if the Town will vote to authorize and instruct the Select Board to petition the Great and General Court for special legislation authorizing the Town to amend Chapter 140 Affordable Housing Trust as set forth below; provided, however, that the General Court may make clerical or editorial changes of form only to the bill, unless the Board of Selectmen approves amendments to the bill before enactment by the General Court which are within the scope of the general public objectives of the petition, and to act fully thereon. By request of Ed McManus.

The petition for special legislation shall take the following form:

**AN ACT AUTHORIZING THE TOWN OF HARWICH AFFORDABLE HOUSING TRUST TO PROVIDE FOR THE CREATION OF ATTAINABLE HOUSING**

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

Section 1. Notwithstanding any general or special law to the contrary, the Harwich Affordable Housing Trust Chapter 140, shall be amended as follows:

Amend Section 140-2 to include an additional subsection C. as set forth below in bold:

**The purpose of the \_Harwich Affordable Housing Trust Fund (Trust) is to provide for the creation and preservation of affordable housing in Harwich for the benefit of low- and moderate- income households, for the creation and preservation of attainable housing, as defined below in Section 140-4, and for the funding of community housing, as defined in and in accordance with the provisions of MGL Chapter 44 Section 55C.**

Add the following new Section 140-4. Definition of Attainable Housing set forth below in bold:  
**SECTION 140-4. Definition of Attainable Housing.**For the purpose of this Bylaw, the term "attainable housing" shall mean housing that is not restricted to occupancy by low or moderate income households, and that may also include housing subject to maximum income limits to be occupied by households with gross income greater than 80 per cent but not more than 200 per cent of the area median household income as most recently determined by the United States Department of Housing and Urban Development, adjusted for household size.

Section 2. This act shall take effect upon its passage, provided, however, that the General Court may make clerical or editorial changes of form only to the bill, unless the Select Board approve amendments to the bill before enactment by the General Court; and provided further that the Select Board is hereby authorized to approve amendments which shall be within the scope of the general public objectives of this petition: and to further authorize the Select Board to approve the final language of any such special legislation or to take any other action relative thereto.

**EXPLANATION:** The housing market on Cape Cod has now moved out of reach for many working people and families. Both private and public jobs are vacant because potential employees can't find housing. The trust is now limited to providing assistance to create housing only for people who are at or below 100% Area Medium Income. Passage of this Article would expand the Trust's toolbox to address our housing needs. It does not require any funding, but it would allow the Trust to work with private donors to help create this much needed housing.

By Petition (Lead Petitioner: Edward McManus)

**ROLL CALL VOTES:**

**Select Board:**

To accept and adopt:

Yeas: 4 (Four): Julie Kavanagh, Michael MacAskill, Jeffrey Handler, Donald Howell

Nays: 0 (Zero): None

**DEFRAY THE EXPENSES OF THE CHASE LIBRARY AND HARWICH PORT LIBRARY**

**ARTICLE 47:** 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.

**ROLL CALL VOTES:**

**Select Board:**

To accept and adopt:

Yeas: 4 (Four): Julie Kavanagh, Michael MacAskill, Jeffrey Handler, Donald Howell

Nays: 0 (Zero): None

**PROMOTE THE TOWN OF HARWICH**

**ARTICLE 48:** 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.

**ROLL CALL VOTES:**

**Select Board:**

To accept and adopt:

Yeas: 4 (Four): Julie Kavanagh, Michael MacAskill, Jeffrey Handler, Donald Howell

Nays: 0 (Zero): None

**ANNUAL ALLOCATION FOR LOCAL CULTURAL COUNCIL GRANTS**

**ARTICLE 49:** To see if the Town will vote to raise and appropriate and/or transfer from available funds a sufficient sum of money to supplement the Massachusetts Cultural Council annual allocation for community grant awards to artists, performers, and interpretive scientists who bring events and programs to local venues which enhance the cultural experience of Harwich citizens of all ages; and to act fully thereon.

By request of the Select Board. Estimated cost: \$4,000.00

Explanation: This is a customary article that provides supplemental support for local culture council grants in addition to funds provided through the Massachusetts Cultural Council.

**ROLL CALL VOTES:**

**Select Board:**

To accept and adopt:

Yeas: 4 (Four): Julie Kavanagh, Michael MacAskill, Jeffrey Handler, Donald Howell

Nays: 0 (Zero): None

**FUND ELECTRONIC VOTING AT TOWN MEETINGS**

**ARTICLE 50:** To see if the Town will vote to raise and appropriate or transfer from available funds a sufficient sum of money to provide for the option of electronic voting at Town Meetings, or take any other action related thereto.

By request of the Town Moderator

**ROLL CALL VOTES:**

**Select Board:**

To accept and adopt:

Yeas: 4 (Four): Julie Kavanagh, Michael MacAskill, Jeffrey Handler, Donald Howell

Nays: 0 (Zero): None

SUPPLEMENTAL APPROPRIATION FOR PHASE 3 WATERSHED MANAGEMENT  
PLAN CONSTRUCTION CONTRACTS

ARTICLE 51: To see if the Town will vote to amend the vote take under Article 19 of the 2023 Annual Town Meeting for the West Harwich Sewer Main Replacement Project to include supplementing the funds appropriated under Article 21 of the 2023 Annual Town Meeting for the East Harwich Wastewater Collection System Expansion Project; and to act fully thereon.

By request of the Select Board

Explanation: At the 2023 Annual Town Meeting, the Town vote to authorize a borrowing of \$6.5 Million for the West Harwich Sewer Main replacement project. Based on actual bids received, the current estimate for this project is \$1.5 Million. In addition, Town Meeting voted to authorize a borrowing of \$50,000,000 for the East Harwich Wastewater Collection System Expansion Project. Both borrowing authorizations were subject to a debt exclusion vote at the 2023 Annual Town Election. The current article seeks to amend the vote under Article 19 of the 2023 Annual Town Meeting to allow the expenditure of any funds not needed for the West Harwich Sewer Main replacement project for the East Harwich Wastewater Collection System Expansion Project.

**ROLL CALL VOTES:**

**Select Board:**

To accept and adopt:

Yeas: 4 (Four): Julie Kavanagh, Michael MacAskill, Jeffrey Handler, Donald Howell

Nays: 0 (Zero): None

FUND A SEWER ASSISTANCE GRANT PROGRAM

ARTICLE 52: To see if the Town will vote to transfer from Retained Earning of the Sewer Enterprise Fund the sum of \$100,000 to implement a sewer assistance grant program that will provide financial assistance to income eligible individuals to connect their properties to the Town's sewer system and/or to decommission existing Title 5 septic systems; and further to authorized the Select Board, or its designee, to establish the grant program including eligibility criteria for participation in the program, the standards for providing assistance to individual homeowners, and the requirement for an appropriate grant agreement; and further that in making this appropriation Town Meeting make a finding that this grant program serves a valid public

purpose of supporting the Town's implementation of the Comprehensive Wastewater Management Plan by facilitating compliance with the watershed regulations of the Massachusetts Department of Environmental Protection by reducing the introduction of nitrogen into the watershed caused by septic systems; or to act fully thereon

By request of the Select Board

Explanation: This appropriation will fund a grant program to provide financial assistance to income eligible homeowners to connect their properties to the Town's sewer system and to decommission their existing septic systems. The Select Board will develop the details of the program including income eligibility for participation.

**ROLL CALL VOTES:**

**Select Board:**

To accept and adopt:

Yeas: 4 (Four): Julie Kavanagh, Michael MacAskill, Jeffrey Handler, Donald Howell

Nays: 0 (Zero): None

**HERRING FISHERIES**

**ARTICLE 53:** 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.

**ROLL CALL VOTES:**

**Select Board:**

To accept and adopt:

Yeas: 4 (Four): Julie Kavanagh, Michael MacAskill, Jeffrey Handler, Donald Howell

Nays: 0 (Zero): None



**COMMONWEALTH OF MASSACHUSETTS  
TOWN OF HARWICH  
TOWN ELECTION WARRANT  
MAY 21, 2024**

BARNSTABLE, ss:

To either of the Constables of the Town of Harwich in said County,

Greetings:

In the name of the Commonwealth of Massachusetts you are hereby directed to notify and warn the inhabitants of said Town qualified to vote in elections and Town affairs to meet in the Community Center Gymnasium, 100 Oak Street, in said Town on Tuesday, May 21, 2024.

POLLS WILL BE OPEN AT 7:00 A.M. and CLOSE AT 8:00 P.M.


To choose on one (1) ballot the following Town Officers and Committees: One (1) member of the Select Board for a three year term; One (1) Moderator for a three year term; One (1) member of the Monomoy Regional School Committee for a three year term; Three (3) Trustees of the Brooks Free Library for a three year term; Two (2) Water/Wastewater Commissioners for a three year term; One (1) member of the Housing Authority for a five year term.

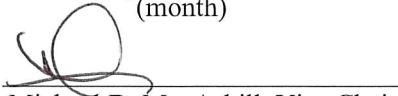
***BALLOT QUESTION***


1. Shall the Town of Harwich be allowed to exempt from the provisions of proposition two and one-half, so-called, the amounts required to pay the Town's allocable share of the bond issued by the Monomoy Regional School District to pay costs of renovating and reconstructing the exterior siding of the Monomoy Regional Middle School, including the payment of all costs incidental and related thereto?

YES \_\_\_\_\_ NO \_\_\_\_\_

Given under our hands this 1<sup>st</sup> day of April, 2024.  
(month)

  
\_\_\_\_\_  
Julie E. Kavanagh, Chair


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

  
\_\_\_\_\_  
Jeffrey F. Handler, Clerk

  
\_\_\_\_\_  
Donald F. Howell

Select Board  
Town of Harwich

Attest:

  
\_\_\_\_\_  
Emily Mitchell, Town Clerk

Posted by:

\_\_\_\_\_  
Constable

\_\_\_\_\_, 2024.

**FY 2025 OPERATING BUDGET  
SELECT BOARD RECOMMENDATIONS**

DEPT #	DEPT NAME	2023 VOTED	2024 VOTED	2025 Select Board Recommend	% Change 2024 to 2025
1	114 MODERATOR S&W	1,000	1,000	1,000	0.0%
2	<b>114 Total</b>	<b>1,000</b>	<b>1,000</b>	<b>1,000</b>	<b>0.0%</b>
3	122 SELECTMEN S&W	762,500	12,500	12,500	0.0%
4	122 SELECTMEN - EXP	8,750	8,750	8,750	0.0%
5	<b>122 Total</b>	<b>771,250</b>	<b>21,250</b>	<b>21,250</b>	<b>0.0%</b>
6	131 FINANCE COMMITTEE S&W	3,000	3,000	3,000	0.0%
7	131 FINANCE COMMITTEE - EXP	2,000	2,000	2,000	0.0%
8	131 FINANCE COMMITTEE RESERVE FUND	50,000	50,000	50,000	0.0%
9	<b>131 Total</b>	<b>55,000</b>	<b>55,000</b>	<b>55,000</b>	<b>0.0%</b>
10	135 TOWN ACCOUNTANT - SAL	284,406	282,824	293,694	3.8%
11	135 TOWN ACCOUNTANT - EXP	8,139	9,844	10,344	5.1%
12	<b>135 Total</b>	<b>292,545</b>	<b>292,668</b>	<b>304,038</b>	<b>3.9%</b>
13	136 AUDIT - EXP	45,000	49,000	49,000	0.0%
14	<b>136 Total</b>	<b>45,000</b>	<b>49,000</b>	<b>49,000</b>	<b>0.0%</b>
15	141 ASSESSORS - S&W	206,844	234,344	211,742	-9.6%
16	141 ASSESSORS - EXP	140,450	147,080	162,102	10.2%
17	<b>141 Total</b>	<b>347,294</b>	<b>381,424</b>	<b>373,844</b>	<b>-2.0%</b>
18	143 TOWN COLLECTIONS - S&W	15,000	14,000	14,000	0.0%
19	143 TOWN COLLECTIONS - EXP	6,140	9,190	9,190	0.0%
20	<b>143 Total</b>	<b>21,140</b>	<b>23,190</b>	<b>23,190</b>	<b>0.0%</b>
21	144 POSTAGE	50,000	50,000	50,000	0.0%
22	<b>144 Total</b>	<b>50,000</b>	<b>50,000</b>	<b>50,000</b>	<b>0.0%</b>
23	145 TREASURER - S&W	296,268	307,839	284,321	-7.6%
24	145 TREASURER - EXP	92,353	93,173	85,653	-8.1%
25	<b>145 Total</b>	<b>388,621</b>	<b>401,012</b>	<b>369,974</b>	<b>-7.7%</b>
26	148 Medicare	260,000	260,000	260,000	0.0%
27	148 Vacation/Sick- Payout (Buy Back)	184,355	246,358	226,924	-7.9%
28	<b>148 Total</b>	<b>444,355</b>	<b>506,358</b>	<b>486,924</b>	<b>-3.8%</b>
29	149 ADMINISTRATION - S&W	543,821	421,593	584,980	38.8%
30	149 ADMINISTRATION - EXP	133,000	163,000	169,000	3.7%
31	149 ADMIN -PRESCHOOL FAMILY SUPPORT PROGRAM			250,000	0.0%
32	<b>149 Total</b>	<b>676,821</b>	<b>584,593</b>	<b>1,003,980</b>	<b>71.7%</b>
33	152 LEGAL SERVICES - EXP	185,000	185,000	185,000	0.0%
34	152 CLAIMS & SUITS	500	500	500	0.0%
35	<b>152 Total</b>	<b>185,500</b>	<b>185,500</b>	<b>185,500</b>	<b>0.0%</b>
36	155 INFORMATION TECHNOLOGY - S&W	91,940	94,758	101,503	7.1%
37	155 INFORMATION TECHNOLOGY - EXP	439,500	474,247	449,001	-5.3%
38	<b>155 Total</b>	<b>531,440</b>	<b>569,005</b>	<b>550,504</b>	<b>-3.3%</b>
39	156 IT CHANNEL 18 S&W	153,629	169,054	174,964	3.5%
40	156 IT CHANNEL 18 EXPENSES	37,240	48,400	52,000	7.4%
41	<b>156 Total</b>	<b>190,869</b>	<b>217,454</b>	<b>226,964</b>	<b>4.4%</b>
42	157 CONSTABLE S & W	700	700	700	0.0%
43	<b>157 Total</b>	<b>700</b>	<b>700</b>	<b>700</b>	<b>0.0%</b>
44	161 TOWN CLERK - S&W	238,499	249,927	295,813	18.4%

**FY 2025 OPERATING BUDGET  
SELECT BOARD RECOMMENDATIONS**

45	161 TOWN CLERK - EXP	61,304	60,360	74,500	23.4%
46	<b>161 Total</b>	<b>299,803</b>	<b>310,287</b>	<b>370,313</b>	19.3%
47	171 CONSERVATION - S&W	160,786	197,658	214,177	8.4%
48	171 CONSERVATION - EXP	6,686	11,532	12,282	6.5%
49	<b>171 Total</b>	<b>167,472</b>	<b>209,190</b>	<b>226,459</b>	8.3%
50	173 HOUSING ADVOCATE - S&W	0	76,096	78,595	3.3%
51	173 HOUSING ADVOCATE - EXP	0	2,500	2,500	0.0%
52	<b>173 Total</b>	<b>0</b>	<b>78,596</b>	<b>81,095</b>	3.2%
53	174 TOWN PLANNER - S&W	153,036	174,015	177,921	2.2%
54	174 TOWN PLANNER - EXP	5,601	6,581	6,581	0.0%
55	<b>174 Total</b>	<b>158,637</b>	<b>180,596</b>	<b>184,502</b>	2.2%
56	176 BOARD OF APPEALS - S&W	2,050	2,050	2,050	0.0%
57	176 BOARD OF APPEALS - EXP	800	4,256	4,256	0.0%
58	<b>176 Total</b>	<b>2,850</b>	<b>6,306</b>	<b>6,306</b>	0.0%
59	180 ALBRO HOUSE - EXP	5,000	5,000	5,250	5.0%
60	<b>180 Total</b>	<b>5,000</b>	<b>5,000</b>	<b>5,250</b>	5.0%
61	181 OLD RECR BUILDING - EXP	6,500	6,500	6,925	6.5%
62	<b>181 Total</b>	<b>6,500</b>	<b>6,500</b>	<b>6,925</b>	6.5%
63	182 WEST HARWICH SCHOOL - EXP	1,600	0	0	0.0%
64	<b>182 Total</b>	<b>1,600</b>	<b>0</b>	<b>0</b>	0.0%
65	183 COMMUNITY DEVELOPMENT - EXP	5,898	5,898	5,898	0.0%
66	<b>183 Total</b>	<b>5,898</b>	<b>5,898</b>	<b>5,898</b>	0.0%
67	191 PUBLIC BUILDINGS REPAIRS	2,000	2,000	2,000	0.0%
68	<b>191 Total</b>	<b>2,000</b>	<b>2,000</b>	<b>2,000</b>	0.0%
69	192 TOWN/FIN COM REPORTS	10,000	10,000	10,000	0.0%
70	<b>192 Total</b>	<b>10,000</b>	<b>10,000</b>	<b>10,000</b>	0.0%
71	194 ADVERTISING	30,000	30,000	30,000	0.0%
72	<b>194 Total</b>	<b>30,000</b>	<b>30,000</b>	<b>30,000</b>	0.0%
73	210 POLICE - S&W	4,310,121	4,536,616	4,696,659	3.5%
74	210 POLICE - EXP	528,237	604,555	613,275	1.4%
75	<b>210 Total</b>	<b>4,838,358</b>	<b>5,141,171</b>	<b>5,309,933</b>	3.3%
76	220 FIRE - S&W	4,397,138	5,002,934	5,485,115	9.6%
77	220 FIRE - EXP	597,499	800,714	784,529	-2.0%
78	<b>220 Total</b>	<b>4,994,637</b>	<b>5,803,648</b>	<b>6,269,644</b>	8.0%
79	241 BUILDING - S&W	455,517	596,356	658,882	10.5%
80	241 BUILDING - EXP	14,885	17,085	19,536	14.3%
81	<b>241 Total</b>	<b>470,402</b>	<b>613,441</b>	<b>678,418</b>	10.6%
82	244 SEALER OF WEIGHTS & MEASURES	13,000	13,725	14,500	5.6%
83	<b>244 Total</b>	<b>13,000</b>	<b>13,725</b>	<b>14,500</b>	5.6%
84	291 EMERGENCY MANAGEMENT - S&W	5,408	5,515	5,833	5.8%
85	291 EMERGENCY MANAGEMENT - EXP	8,500	8,500	8,500	0.0%
86	<b>291 Total</b>	<b>13,908</b>	<b>14,015</b>	<b>14,333</b>	2.3%
87	296 NATURAL RESOURCES S&W	116,307	124,320	101,607	-18.3%
88	296 NATURAL RESOURCES - EXP	27,100	27,100	27,500	1.5%
89	<b>296 Total</b>	<b>143,407</b>	<b>151,420</b>	<b>129,107</b>	-14.7%
90	297 PLEASANT BAY ALLIANCE	25,232	25,232	31,077	23.2%
91	<b>297 Total</b>	<b>25,232</b>	<b>25,232</b>	<b>31,077</b>	23.2%

**FY 2025 OPERATING BUDGET  
SELECT BOARD RECOMMENDATIONS**

92	411 TOWN ENGINEER - S&W	101,589	176,277	183,471	4.1%
93	411 TOWN ENGINEER - EXP	39,350	40,850	40,850	0.0%
94	<b>411 Total</b>	<b>140,939</b>	<b>217,127</b>	<b>224,321</b>	3.3%
95	421 HIGHWAY - S&W	2,778,807	3,067,180	3,136,327	2.3%
96	421 HIGHWAY - EXP	3,355,968	3,881,470	3,930,193	1.3%
97	<b>421 Total</b>	<b>6,134,775</b>	<b>6,948,650</b>	<b>7,066,520</b>	1.7%
98	423 SNOW/ICE - S&W	40,000	40,000	40,000	0.0%
99	423 SNOW/ICE - EXP	95,000	95,000	95,000	0.0%
100	<b>423 Total</b>	<b>135,000</b>	<b>135,000</b>	<b>135,000</b>	0.0%
101	424 STREET LIGHTS	30,000	30,000	30,000	0.0%
102	<b>424 Total</b>	<b>30,000</b>	<b>30,000</b>	<b>30,000</b>	0.0%
103	491 CEMETERY ADMINISTRATION - S&W	71,434	80,162	83,483	4.1%
104	491 CEMETERY ADMINISTRATION - EXP	5,108	5,108	5,771	13.0%
105	<b>491 Total</b>	<b>76,542</b>	<b>85,270</b>	<b>89,254</b>	4.7%
106	510 BOARD OF HEALTH - S&W	269,893	284,597	296,199	4.1%
107	510 BOARD OF HEALTH - EXP	18,425	18,425	19,025	3.3%
108	510 BOARD OF HEALTH-OPIOID ABATEMENT	0	102,328	0	-100.0%
109	<b>510 Total</b>	<b>288,318</b>	<b>405,350</b>	<b>315,224</b>	-22.2%
110	540 COMMUNITY CENTER - S&W	203,327	261,935	278,337	6.3%
111	540 COMMUNITY CENTER - EXP	120,682	158,152	207,648	31.3%
112	<b>540 Total</b>	<b>324,009</b>	<b>420,087</b>	<b>485,985</b>	15.7%
113	541 COUNCIL ON AGING - S&W	448,127	465,118	480,298	3.3%
114	541 COUNCIL ON AGING - EXP	112,773	118,045	124,281	5.3%
115	<b>541 Total</b>	<b>560,900</b>	<b>583,163</b>	<b>604,579</b>	3.7%
116	542 YOUTH COUNSELOR S&W	98,154	105,148	84,796	-19.4%
117	542 YOUTH COUNSELOR EXPENS	4,250	4,430	4,630	4.5%
118	<b>542 Total</b>	<b>102,404</b>	<b>109,578</b>	<b>89,426</b>	-18.4%
119	543 VETERANS EXPENSE/BENEFITS	145,018	145,805	152,327	4.5%
120	<b>543 Total</b>	<b>145,018</b>	<b>145,805</b>	<b>152,327</b>	4.5%
121	550 DISABILTY RIGHTS - EXP	500	500	500	0.0%
122	<b>550 Total</b>	<b>500</b>	<b>500</b>	<b>500</b>	0.0%
123	560 HUMAN SERVICES	83,250	83,250	83,250	0.0%
124	<b>560 Total</b>	<b>83,250</b>	<b>83,250</b>	<b>83,250</b>	0.0%
125	610 LIBRARY - S&W	755,032	819,809	853,139	4.1%
126	610 LIBRARY - EXP	280,183	300,400	319,258	6.3%
127	<b>610 Total</b>	<b>1,035,215</b>	<b>1,120,209</b>	<b>1,172,397</b>	4.7%
128	629 RECREATION SEASONAL S&W	219,179	298,919	298,919	0.0%
129	629 RECREATION & YOUTH S&W	264,600	279,271	296,816	6.3%
130	629 RECREATION & YOUTH EXP	48,075	59,225	71,349	20.5%
131	<b>629 Total</b>	<b>531,854</b>	<b>637,415</b>	<b>667,084</b>	4.7%
132	633 HARBORMASTER - S&W	360,621	386,952	401,850	3.9%
133	633 HARBORMASTER - EXP	250,879	324,470	567,534	74.9%
134	<b>633 Total</b>	<b>611,500</b>	<b>711,422</b>	<b>969,384</b>	36.3%
135	670 HISTORICAL COMMISSION - S&W	2,040	2,040	2,040	0.0%
136	670 HISTORICAL COMMISSION - EXP	350	350	350	0.0%
137	670 BROOKS ACADEMY MUSEUM COMM. - EX	14,000	14,000	14,000	0.0%
138	<b>670 Total</b>	<b>16,390</b>	<b>16,390</b>	<b>16,390</b>	0.0%

**FY 2025 OPERATING BUDGET  
SELECT BOARD RECOMMENDATIONS**

139	692 CELEBRATIONS - EXP	1,600	1,600	1,600	0.0%
140	<b>692 Total</b>	<b>1,600</b>	<b>1,600</b>	<b>1,600</b>	0.0%
141	695 GOLF S&W	1,002,424	1,070,470	1,077,018	0.6%
142	695 GOLF - EXP	656,114	702,122	714,103	1.7%
143	695 GOLF -CAPITAL OUTLAY	68,000	73,000	73,000	0.0%
144	<b>695 Total</b>	<b>1,726,538</b>	<b>1,845,592</b>	<b>1,864,121</b>	1.0%
145	698 CULTURAL AFFAIRS - S&W	0	80,385	86,503	7.6%
146	698 CULTURAL AFFAIRS - EXP	0	2,500	2,500	0.0%
147	<b>698 Total</b>	<b>0</b>	<b>82,885</b>	<b>89,003</b>	7.4%
148	699 GOLF IMA MRSD	83,538	84,418	84,418	0.0%
149	699 ELECTRICITY - CVEC	77,644	77,644	85,408	10.0%
150	<b>699 Total</b>	<b>161,182</b>	<b>162,062</b>	<b>169,826</b>	4.8%
151	<b>Total Departmental Budgets</b>	<b>27,283,173</b>	<b>29,672,809</b>	<b>31,303,818</b>	5.5%
152	778 TOTAL DEBT SERVICE (Prin & Int)	3,082,196	2,541,802	3,534,589	39.1%
153	<b>778 Total</b>	<b>3,082,196</b>	<b>2,541,802</b>	<b>3,534,589</b>	39.1%
154	<b>SEMI FIXED &amp; FIXED COSTS</b>				
155	Barnstable County Retirement Assessment		3,474,024.00	3,812,752	9.8%
156	Group Health Insurance		5,362,192.00	5,791,167	8.0%
157	OPEB Trust Fund Transfer		250,000.00	250,000	0.0%
158	Property & Liability Insurance		976,060.00	1,019,983	4.5%
159	Unemployment Insurance		20,000.00	20,000	0.0%
160	<b>Total Semi-Fixed &amp; Fixed Costs</b>		<b>10,082,276.00</b>	<b>10,893,902</b>	8.1%
161	<b>TOTAL TOWN BUDGET (full cost of Article 4)</b>		<b>42,296,886.82</b>	<b>45,732,309</b>	8.1%

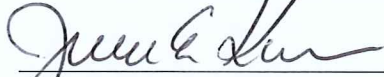
**Five Year Capital Outlay Plan  
FY 2025 to 2029**

Department	Project	FY2025	FY2026	FY2027	FY 2028	FY 2029	Five Year Total
Channel 8 (The Harwich Ch.)	Equipment upgrades	47,863	24,896	45,000	16,500	46,672	180,931
	<b>Channel 18 (The Harwich Channel)</b>	<b>47,863</b>	<b>24,896</b>	<b>45,000</b>	<b>16,500</b>	<b>46,672</b>	<b>180,931</b>
Facilities Maintenance	100 Oak Street (Community Center)	295,000	0	653,000	0	0	948,000
Facilities Maintenance	183 Oak Street (Cranberry Valley Golf Course)	0	85,000	0	0	0	85,000
Facilities Maintenance	183 Sisson Road (Public Safety Complex)	52,000	0	0	135,000	0	187,000
Facilities Maintenance	204 Sisson Road (old Middle School)	650,000	265,000	0	0	0	915,000
Facilities Maintenance	209 Queen Anne Rd (DPW Complex)	0	0	9,177,000	0	0	9,177,000
Facilities Maintenance	273 Queen Anne Rd (Transfer Station)	0	0	0	545,000	0	545,000
Facilities Maintenance	728 Main Street (Albro House)	0	0	0	0	100,000	100,000
Facilities Maintenance	732 Main Street (Town Hall)	0	0	0	275,000	350,000	625,000
Facilities Maintenance	739 Main Street (Brooks Free Library)	0	0	40,000	740,000	0	780,000
Facilities Maintenance	80 Parallel St (Brooks Academy)	0	0	0	0	0	0
Facilities Maintenance	715 Route 28 (Harbor complex)	200,000	0	0	0	0	200,000
	<b>Facilities Maintenance</b>	<b>1,197,000</b>	<b>350,000</b>	<b>9,870,000</b>	<b>1,695,000</b>	<b>450,000</b>	<b>13,562,000</b>
Fire Department	Ambulances	520,000	0	550,000	0	625,000	1,695,000
Fire Department	Engines/Other Fire Equipped Vehicles	0	1,300,000	0	0	0	1,300,000
Fire Department	Vehicles	90,000	0	75,000	0	0	165,000
	<b>Fire Department</b>	<b>610,000</b>	<b>1,300,000</b>	<b>625,000</b>	<b>0</b>	<b>625,000</b>	<b>3,160,000</b>
Golf	Irrigation Update	0	0	0	0	0	0
Golf	Bunker renovation	0	0	0	0	900,000	900,000
	<b>Golf</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>900,000</b>	<b>900,000</b>
Harbormaster	Allen Harbor Jetty	0	0	2,350,000	0	0	2,350,000
Harbormaster	Herring River Ramp replacement	40,000	0	300,000	0	0	340,000
Harbormaster	Saquatucket Bulkhead replacements	0	650,000	0	9,915,000	0	10,565,000
Harbormaster	Vehicle replacement	0	65,000	0	0	0	65,000
	<b>Harbors</b>	<b>40,000</b>	<b>715,000</b>	<b>2,650,000</b>	<b>9,915,000</b>	<b>0</b>	<b>13,320,000</b>
Harwich Elementary School	Maintenance	120,000	0	65,000	54,000	1,115,000	1,354,000
	<b>Harwich Elementary School</b>	<b>120,000</b>	<b>0</b>	<b>65,000</b>	<b>54,000</b>	<b>1,115,000</b>	<b>1,354,000</b>
Information Technology	Technology reinvestment	250,000	250,000	250,000	250,000	0	1,000,000
Information Technology	Electronic Records/Content Management	150,000	100,000	100,000	100,000	100,000	550,000
	<b>Information Technology</b>	<b>400,000</b>	<b>350,000</b>	<b>350,000</b>	<b>350,000</b>	<b>100,000</b>	<b>1,550,000</b>
Police Department	Police Cruiser replacements	219,000	210,000	210,000	220,000	225,000	1,084,000
Police Department	Other vehicles/related equipment	0	0	0	0	0	0
Police Department	Equipment replacements	51,000	51,000	0	0	73,000	175,000
Police Department	Protective vests	0	0	0	0	70,000	70,000
	<b>Police Department</b>	<b>270,000</b>	<b>261,000</b>	<b>210,000</b>	<b>220,000</b>	<b>368,000</b>	<b>1,329,000</b>
Public Works	Road maintenance/improvements	0	1,750,000	1,500,000	1,500,000	1,600,000	6,350,000
Public Works	Vehicle replacements	765,000	680,000	715,000	765,000	700,000	3,625,000
	<b>Public Works</b>	<b>765,000</b>	<b>2,430,000</b>	<b>2,215,000</b>	<b>2,265,000</b>	<b>2,300,000</b>	<b>9,975,000</b>
Water Department	Vehicle replacements	270,000	0	0	0	0	270,000
Water Department	Equipment replacements	232,000	0	0	0	0	232,000
Water Department	Well rehabilitation	150,000	0	0	0	0	150,000
Water Department	New well construction	0	0	3,500,000	0	0	3,500,000
Water Department	196 Chatham Road improvements	0	0	0	1,500,000	0	1,500,000
Water Department	Paint Pleasant Lake Ave. tank	1,750,000	0	0	0	0	1,750,000
Water Department	Pipe discontinuity upgrade	0	1,500,000	0	0	0	1,500,000
	<b>Water Department</b>	<b>2,402,000</b>	<b>1,500,000</b>	<b>3,500,000</b>	<b>1,500,000</b>	<b>0</b>	<b>8,902,000</b>
Watershed (WMP)	Phase 4 Collection System design	0	0	0	0	0	0
	<b>Watershed (WMP)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Wastewater Department	Collections System Improvements	75,000	0	0	0	0	75,000
Wastewater Department	Vehicle Replacements	0	65,000	0	0	0	65,000
	<b>Wastewater Department</b>	<b>75,000</b>	<b>65,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>140,000</b>
<b>ANNUAL TOTALS</b>		<b>5,926,863</b>	<b>6,995,896</b>	<b>19,530,000</b>	<b>16,015,500</b>	<b>5,904,672</b>	<b>54,372,931</b>


Funding Article	Funding Source	Amount
Article 5	Monomoy Regional School District Assessment	120,000
Article 17	Other Sources	437,863
Article 18	Free Cash	2,892,000
Article 19	Water Retained Earnings	1,652,000
	Borrowing	750,000
Article 20	Wastewater Retained Earnings	75,000
<b>TOTAL FUNDING</b>		<b>5,926,863</b>

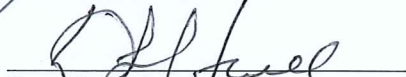
Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.

Given under our hands this 1st day of April 2024.

  
\_\_\_\_\_  
Julie E. Kavanagh, Chair


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

  
\_\_\_\_\_  
Jeffrey Handler, Clerk

  
\_\_\_\_\_  
Donald F. Howell

Select Board  
Town of Harwich

A true copy Attest:

  
\_\_\_\_\_  
Constable

April 4, 2024

By virtue of this Warrant I have this day notified and warned the inhabitants of the Town of Harwich, qualified to vote in elections and town affairs, to meet at the Harwich Community Center, 100 Oak Street in said Town on Monday, the 6th day of May, 2024 at the time and place for the purpose herein named by posting up attested copies thereon in the four (4) Post Office buildings, in Town Hall and Community Center in the Town of Harwich, which covers all four precincts, at least fourteen (14) days before the time of said meeting as within directed, and causing an attested copy thereof to be published in the Cape Cod Chronicle published in Barnstable County and having its circulation in the Town of Harwich.

  
\_\_\_\_\_  
Constable



# **Finance Committee**

## **Votes and Recommendations**

**2024 ANNUAL  
TOWN MEETING**

**MAY 6, 2024**

## **1. TOWN OFFICERS AND COMMITTEES**

**The Finance Committee recommends this customary article be accepted and adopted.**

**VOTE: YES-6, NO-0.** Peter Hughes, Dana DeCosta, Mark Kelleher, Dan Tworek, Robert MacCready, Michele Gallucci

## **2. REPORTS OF TOWN OFFICERS AND COMMITTEES**

**The Finance Committee recommends this customary article be accepted and adopted.**

**VOTE: YES-6, NO-0.** Peter Hughes, Dana DeCosta, Mark Kelleher, Dan Tworek, Robert MacCready, Michele Gallucci

## **3. ELECTED OFFICIAL SALARIES**

**The Finance Committee recommends this customary article be accepted and adopted. Setting the Town elected officials' salaries at Town Meeting is a Harwich Home Rule Charter requirement which the Finance Committee supports. The funding for this article is contained in the general government operating budget article.**

**VOTE: YES-6, NO-0.** Peter Hughes, Dana DeCosta, Mark Kelleher, Dan Tworek, Robert MacCready, Michele Gallucci

## **4. TOWN OPERATING BUDGET**

**The Finance Committee recommends this article be accepted and adopted to fund the annual operation of the Town for FY 2025 and that \$45,732,309 be funded with \$2,690,639 be taken from available funds, \$16,307,350 be taken from estimated receipts, and \$26,734,320 be raised and appropriated for this purpose, with the following changes to APPENDIX-B the 2025 Select Board Recommended budget, line item 131 Finance Committee Reserve Fund increase by \$75,000 to a total of \$125,000, and line item 220 Fire – S&W decrease by \$75,000 to a total of \$5,410,115. The total increase for the fire department overtime account this year is over \$231,000 and the Finance Committee feels that the total budget for this line item is sufficient to support the needs of the department with \$75,000 moved into the Reserve Fund. This amount represents less than 6% of the total overtime budget. The Finance Committee will hold those funds with the expectation the department needs are less but make them available if needed. Having a higher reserve fund is beneficial to the Town as considered by Mass DOR and helps the Town to maintain our AAA rating.**

**VOTE: YES-6, NO-0.** Peter Hughes, Dana DeCosta, Mark Kelleher, Mark Ameres, Robert MacCready, Michele Gallucci

## **5. MONOMOY REGIONAL SCHOOL DISTRICT BUDGET**

**The Finance Committee recommends this article be accepted and adopted to fund the annual operation of the Monomoy Regional School District for FY 2025, and that \$29,876,982 be raised and appropriated for this purpose.**

**VOTE: YES-5,** Peter Hughes, Mark Kelleher, Mark Ameres, Robert MacCready, Michele Gallucci  
**NO,** Dana DeCosta

## **6. CAPE COD REGIONAL TECHNICAL SCHOOL DISTRICT BUDGET**

**The Finance Committee recommends this article be accepted and adopted for the Harwich assessment to fund the annual operation of the Regional Technical High School for FY 2025, and that, \$2,204,820 be raised and appropriated for this purpose.**

**VOTE: YES-6, NO-0.** Peter Hughes, Dana DeCosta, Mark Kelleher, Dan Tworek, Robert MacCready, Michele Gallucci

## **7. WATER DEPARTMENT BUDGET**

**The Finance Committee recommends this article be accepted and adopted to fund the annual operation of the Water Department for FY 2025, and that \$4,831,887 be transferred from the water enterprise fund for this purpose.**

**VOTE: YES-5, NO-0.** Peter Hughes, Dana DeCosta, Mark Kelleher, Mark Ameres, Robert MacCready

## **8. WASTEWATER DEPARTMENT BUDGET**

**The Finance Committee recommends this article be accepted and adopted to fund the annual operation of the Wastewater/Sewer Department for FY 2025, and that \$700,432 be raised and appropriated for this purpose.**

**VOTE: YES-5, NO-0.** Peter Hughes, Dana DeCosta, Mark Kelleher, Mark Ameres, Robert MacCready

## **9. MONOMOY MIDDLE SCHOOL RENOVATION PROJECT**

**The Finance Committee recommends this article be accepted and adopted to fund the Monomoy Middle School siding project with a total estimated cost of \$2,500,000. This fund is subject to a 2 1/2% override question which is on this year's ballot.**

**VOTE: YES-5,** Peter Hughes, Mark Kelleher, Mark Ameres, Robert MacCready, Michele Gallucci, **NO-1,** Dana DeCosta

## **10. PETITIONED ARTICLE – TREE PRESERVATION BYLAW**

**The Finance Committee recommends indefinite postponement (IPP) on this article. This article will take away property rights that are currently held by all Harwich landowners. The article accounts for all the land under the current setback rules of the Town which are a significant part of many properties in the Town. Landowners will be required to assess and pay for changes made on these areas of their land, and this article is retroactive up to 12 months after the bylaw takes effect. The Finance Committee is recommending a “NO” vote on this article to not burden property owners with these requirements. There are public shade tree laws in the Town to protect our most valuable trees. There is “No” money associated with this article for enforcement or education, there are no funds for the Town to take any responsibility for the health and safety of any of these trees even though the Town has rights concerning those trees, and there are no additional funds for lawsuits that may result from ambiguities within the language of this bylaw.**

**IPP VOTE: YES-6, NO-0.** Peter Hughes, Dana DeCosta, Mark Kelleher, Mark Ameres, Robert MacCready, Michele Gallucci

## **11. FUND CAPE COD COMMUNITY MEDIA CENTER**

**The Finance Committee recommends this article be accepted and adopted to fund access to local television for the coming year, and that \$158,273 be transferred from PEG Access Funds for this purpose.**

**VOTE: YES-5, NO-0.** Peter Hughes, Dana DeCosta, Mark Kelleher, Mark Ameres, Robert MacCready

## **12. LEASE PURCHASE AGREEMENTS**

**The Finance Committee recommends this article be accepted and adopted to meet State requirements of Municipal Finance lease purchase rules.**

**VOTE: YES-6, NO-0.** Peter Hughes, Dana DeCosta, Mark Kelleher, Dan Tworek, Robert MacCready, Michele Gallucci

**13. PETITIONED ARTICLE – HOME RULE PETITION: PESTICIDES**

The Finance Committee recommends this article be accepted and adopted to help curtail the use of pesticides in our Town.

**VOTE: YES-4**, Mark Ameres, Dan Tworek, Robert MacCready, Michele Gallucci **NO-3**, Dana DeCosta, Mark Kelleher, Peter Hughes

**14. PETITIONED ARTICLE – AUTHORIZE SPECIAL ACT TO ENABLE HARWICH TO REGULATE THE APPLICATION OF FERTILIZERS**

The Finance Committee recommends this article be indefinitely postponed. There are no funds available in this article for implementation or education. It is felt this article will hurt local businesses and homeowners who correctly apply fertilizers on their lawns and gardens.

**VOTE: YES-4**, Mark Ameres, Dana DeCosta, Mark Kelleher, Peter Hughes **NO-3**, Dan Tworek, Robert MacCready, Michele Gallucci

**15. PETITIONED ARTICLE - AFFIRM SUPPORT FOR A PUBLIC ACCESS OLYMPIC SWIMMING POOL AND FACILITIES AT THE HARWICH COMMUNITY CENTER**

The Finance Committee recommends this article be indefinitely postponed. The Finance Committee is aware this resolution is intended to inspire discussion on a pool in Harwich, this article as written is misleading and may lead votes in the wrong direction. An “Olympic” sized pool may be the wrong size needed for residents of the Town, and the Committee feels a price tag of \$18,000,000 which was developed pre-COVID in 2018 is no longer an appropriate measure for the potential cost. We would rather have a Town committee develop the needs of the Town and place the project on the Capital Plan the way all other Town projects are done.

**VOTE: YES-5**, Mark Ameres, Dana DeCosta, Peter Hughes, Dan Tworek, Robert MacCready **NO-2**, Mark Kelleher, Michele Gallucci

**16. ADOPT THE CAPITAL OUTLAY PLAN**

The Finance Committee recommends this article be accepted and adopted with the following changes to the FY 2025 column as set forth in Appendix C of this warrant, under the FY 2025 column add \$1,160,000 to the *Facility Maintenance 80 Parallel Street (Brooks Academy)* project, add \$2,500,000 to the *Golf Irrigation Update* project, and add \$1,500,000 to the *Public Works Road Maintenance/improvements* project. This motion will be made by the Finance Committee to restore the amounts in the Capital Plan. The Select Board has publicly indicated they wish to address these items at a Fall Town meeting, and the Finance Committee feels it is better to keep these amounts in the FY funding year instead of a \$0.

**VOTE: YES-6, NO-0**. Peter Hughes, Dana DeCosta, Mark Kelleher, Mark Ameres, Robert MacCready, Michele Gallucci

**17. CAPITAL OUTLAY PROJECTS FUNDED FROM VARIOUS SOURCES**

The Finance Committee recommends this article be accepted and adopted, and that \$437,863 be transferred from various sources for this purpose including \$150,000 of grant money. Improvements to cable access, improvements to Herring River access, the harbormaster maintenance building, as well as preserving the public records of the Town will be funded through various available funds.

**VOTE: YES-6, NO-0**. Peter Hughes, Dana DeCosta, Mark Kelleher, Mark Ameres, Robert MacCready, Michele Gallucci

### **18. CAPITAL OUTLAY PROJECTS FUNDED FROM FREE CASH**

The Finance Committee recommends this article be accepted and adopted, and that \$2,892,000 be transferred from available funds for this purpose. This article will provide vehicle replacements, equipment, technology, and building maintenance for many departments across the Town.

**VOTE: YES-5**, Peter Hughes, Mark Kelleher, Mark Ameres, Dana DeCosta, Michele Gallucci  
**NO-1**, Robert MacCready

### **19. CAPITAL OUTLAY PROJECTS FUNDED FROM WATER RETAINED EARNINGS AND BORROWING**

The Finance Committee recommends this article be accepted and adopted, and that \$2,402,000 from Water Retained Earnings be made available or borrowed for this purpose. These funds will provide the usual vehicle and equipment replacements for FY 2025 and will allow for well rehabilitation and the painting of the Pleasant Lake Avenue water tank.

**VOTE: YES-7, NO-0**. Peter Hughes, Dana DeCosta, Mark Kelleher, Mark Ameres, Robert MacCready, Dan Tworek, Michele Gallucci

### **20. CAPITAL OUTLAY PROJECTS FUNDED FROM WASTEWATER RETAINED EARNINGS**

The Finance Committee recommends this article be accepted and adopted, and that \$75,000 be transferred from the Wastewater retained earnings to make collection system improvements for FY 2025.

**VOTE: YES-6, NO-0**. Peter Hughes, Dana DeCosta, Mark Kelleher, Mark Ameres, Robert MacCready, Michele Gallucci

### **21. ACQUISITION OF A CONSERVATION RESTRICTION FOR 1039 ROUTE 28**

The Finance Committee recommends this article be accepted and adopted, contingent upon successful awarding to the Town of a Commonwealth of Massachusetts Municipal Vulnerability Preparedness (MVP) program reimbursement grant; and, further, to authorize the Town to accept the sum of \$2,000,000 from The Compact of Cape Cod Conservation Trust, Inc.

**VOTE: YES-7, NO-0**. Peter Hughes, Dana DeCosta, Mark Kelleher, Mark Ameres, Robert MacCready, Dan Tworek, Michele Gallucci

### **22. EXPENDITURE OF FUNDS FROM SALE OF 276 QUEEN ANNE ROAD**

The Finance Committee recommends this article be accepted and adopted to allow the Select Board to access \$1,505,001 from a previous sale of land for future land purchases.

**VOTE: YES-6**, Peter Hughes, Dana DeCosta, Mark Kelleher, Mark Ameres, Michele Gallucci, Dan Tworek  
**NO-1**, Robert MacCready

### **23. CORRECT ARTICLE 24 FROM THE 2023 ANNUAL TOWN MEETING**

The Finance Committee recommends this article be accepted and adopted, to provide better legal clarification to the original motion.

**VOTE: YES-6, NO-0**. Peter Hughes, Dana DeCosta, Mark Kelleher, Mark Ameres, Robert MacCready, Michele Gallucci

### **24. COMMUNITY PRESERVATION ACT –HOUSEKEEPING EXPENSES**

The Finance Committee recommends this article be accepted and adopted. This customary article sets the limits for each designated fund. Open space, historic preservation, and community housing at \$199,500 each. This article also provides for \$75,000 for administrative purposes. This is an increase from the usual \$50,000 administrative costs.

**VOTE: YES-5**, Peter Hughes, Mark Kelleher, Mark Ameres, Robert MacCready, Michele Gallucci

NO-1, Dana DeCosta

**25. COMMUNITY PRESERVATION ACT – BEACH AUTOMATED EXTERNAL DEFIBRILLATOR (AED) ACQUISITION**

**The Finance Committee recommends this article be accepted and adopted, and that \$39,000 be transferred from Community Preservation Act funds for this purpose.**

**VOTE: YES-6, NO-0.** Peter Hughes, Dana DeCosta, Mark Kelleher, Mark Ameres, Robert MacCready, Michele Gallucci

**26. COLD BROOK TRAILHEAD AND PUBLIC ACCESS PROJECT**

**The Finance Committee recommends this article be accepted and adopted, and that \$250,000 be transferred from Community Preservation Act funds for this purpose.**

**VOTE: YES-6, NO-0.** Peter Hughes, Dana DeCosta, Mark Kelleher, Mark Ameres, Robert MacCready, Michele Gallucci

**27. HARWICH POLICE SOCCER CLUB STREET SOCCER PITCH**

**The Finance Committee recommends this article be accepted and adopted, and that \$48,700 be transferred from Community Preservation Act funds for this purpose.**

**VOTE: YES-6, NO-0.** Peter Hughes, Dana DeCosta, Mark Kelleher, Mark Ameres, Robert MacCready, Michele Gallucci

**28. AFFORDABLE HOUSING TRUST FUNDS**

**The Finance Committee recommends this article be accepted and adopted, and that \$500,000 be transferred from Community Preservation Act funds for this purpose.**

**VOTE: YES-6, NO-0.** Peter Hughes, Dana DeCosta, Mark Kelleher, Mark Ameres, Robert MacCready, Michele Gallucci

**29. LOWER CAPE HOUSING INSTITUTE**

**The Finance Committee recommends this article be accepted and adopted, and that \$7,500 be transferred from Community Preservation Act funds for this purpose.**

**VOTE: YES-4,** Peter Hughes, Dana DeCosta, Mark Kelleher, Mark Ameres  
**NO-1,** Michele Gallucci, **Abstain-1,** Robert MacCready

**30. MONOMOY REGIONAL SCHOOL DISTRICT PRESS BOX PROJECT**

**The Finance Committee recommends this article be accepted and adopted, and that \$100,000 be transferred from Community Preservation Act funds for this purpose.**

**VOTE: YES-4,** Peter Hughes, Mark Kelleher, Mark Ameres, Michele Gallucci  
**NO-2,** Dana DeCosta, Robert MacCready

**31. NORTH WOODS AND WATER SUPPLY PROTECTION PROJECT**

**The Finance Committee recommends this article be accepted and adopted, and that \$100,000 be transferred from Community Preservation Act funds for this purpose.**

**VOTE: YES-6, NO-0.** Peter Hughes, Dana DeCosta, Mark Kelleher, Mark Ameres, Robert MacCready, Michele Gallucci

**32. 203 BANK STREET FIREHOUSE HOUSING**

**The Finance Committee recommends this article be accepted and adopted, and that \$400,000 be transferred from Community Preservation Act funds for this purpose.**

**VOTE: YES-5,** Peter Hughes, Dana DeCosta, Mark Ameres, Robert MacCready, Michele Gallucci

NO-1, Mark Kelleher

**33. RED RIVER VALLEY LAND AND WATER PROTECTION PROJECT**

The Finance Committee recommends this article be accepted and adopted, and that \$150,000 be transferred from Community Preservation Act funds for this purpose.

VOTE: YES-6, NO-0. Peter Hughes, Dana DeCosta, Mark Kelleher, Mark Ameres, Robert MacCready, Michele Gallucci

**34. SENIOR MEMORIAL SOFTBALL FIELD FENCING**

The Finance Committee recommends this article be accepted and adopted, and that \$110,000 be transferred from Community Preservation Act funds for this purpose.

VOTE: YES-6, NO-0. Peter Hughes, Dana DeCosta, Mark Kelleher, Mark Ameres, Robert MacCready, Michele Gallucci

**35. SOUTH HARWICH GRAVESTONE CONSERVATION**

The Finance Committee recommends this article be accepted and adopted, and that \$23,000 be transferred from Community Preservation Act funds for this purpose.

VOTE: YES-6, NO-0. Peter Hughes, Dana DeCosta, Mark Kelleher, Mark Ameres, Robert MacCready, Michele Gallucci

**36. VETERANS MEMORIAL COMPLEX ELECTRIC IRRIGATION REPLACEMENT**

The Finance Committee recommends this article be accepted and adopted, and that \$37,000 be transferred from Community Preservation Act funds for this purpose.

VOTE: YES-6, NO-0. Peter Hughes, Dana DeCosta, Mark Kelleher, Mark Ameres, Robert MacCready, Michele Gallucci

**37. REPURPOSE ARTICLE 31 OF THE 2013 ANNUAL TOWN MEETING**

The Finance Committee recommends this article be accepted and adopted, and that \$25,000 be transferred from the previous article for this purpose.

VOTE: YES-7, NO-0. Peter Hughes, Dana DeCosta, Mark Kelleher, Mark Ameres, Robert MacCready, Dan Tworek, Michele Gallucci

**38. FUND FISCAL YEAR 2024 WASTEWATER DEBT**

The Finance Committee recommends this article be accepted and adopted, and that \$858,742 be transferred from Wastewater Retained Earnings into the FY 2024 Wastewater Operating budget to pay for issued debt due in this year. This will allow the Wastewater Department to close their FY 2024 books without a significant deficit.

VOTE: YES-7, NO-0. Peter Hughes, Dana DeCosta, Mark Kelleher, Mark Ameres, Robert MacCready, Dan Tworek, Michele Gallucci

**39. ANNUAL DEPARTMENTAL REVOLVING FUNDS AUTHORIZATION**

The Finance Committee recommends indefinite postponement (IPP) on this article. The Finance Committee feels that needed changes must be made to the concept of revolving funds so the cost of overhead, (treasury and accounting departments), to maintain and otherwise administer these revolving funds is deposited in the general fund of the Town, in the meantime it is felt that the Select Board should make the positive motion on this article.

VOTE: YES-6, NO-0. Peter Hughes, Dana DeCosta, Mark Kelleher, Mark Ameres, Robert MacCready, Michele Gallucci

**40. TRANSFER 172 QUEEN ANNE ROAD FOR DISPOSITON**

**The Finance Committee recommends this article be accepted and adopted.**

**VOTE: YES-6, NO-0.** Peter Hughes, Dana DeCosta, Mark Kelleher, Mark Ameres, Robert MacCready, Michele Gallucci

**41. TRANSFER 174 QUEEN ANNE ROAD FOR DISPOSITON**

**The Finance Committee recommends this article be accepted and adopted.**

**VOTE: YES-6, NO-0.** Peter Hughes, Dana DeCosta, Mark Kelleher, Mark Ameres, Robert MacCready, Michele Gallucci

**42. TRANSFER 246 QUEEN ANNE ROAD FOR DISPOSITON**

**The Finance Committee recommends this article be accepted and adopted.**

**VOTE: YES-6, NO-0.** Peter Hughes, Dana DeCosta, Mark Kelleher, Mark Ameres, Robert MacCready, Michele Gallucci

**43. AMEND CHAPTER 7 OF THE GENERAL BYLAWS**

**The Finance Committee recommends this article be accepted and adopted to allow alternate members for the Board of Health to better assist them in maintaining a quorum for important votes.**

**VOTE: YES-7, NO-0.** Peter Hughes, Dana DeCosta, Mark Kelleher, Mark Ameres, Robert MacCready, Dan Tworek, Michele Gallucci

**44. AMEND CHAPTER 271 OF THE GENERAL BYLAWS**

**The Finance Committee recommends this article be accepted and adopted to allow the bylaws of the Town to better match the Town Charter.**

**VOTE: YES-6,** Peter Hughes, Dana DeCosta, Mark Kelleher, Mark Ameres, Robert MacCready, Dan Tworek, **NO-1.** Michele Gallucci

**45. AMENDMENTS TO THE HARWICH CHARTER**

**The Finance Committee recommends this article be accepted and adopted to allow for some “housekeeping” changes to the Charter. A previous article changing “Selectmen” to “Select Board” did not fully address all of the needed changes which makes this article necessary.**

**VOTE: YES-7, NO-0.** Peter Hughes, Dana DeCosta, Mark Kelleher, Mark Ameres, Robert MacCready, Dan Tworek, Michele Gallucci

**46. PETITIONED ARTICLE - HOME RULE PETITION – ATTAINABLE HOUSING**

**The Finance Committee recommends this article be accepted and adopted to allow access to affordable housing trust funds to a wider range of people in need of affordable housing.**

**VOTE: YES-6,** Peter Hughes, Mark Kelleher, Mark Ameres, Robert MacCready, Michele Gallucci, Dan Tworek, **NO-1.** Dana DeCosta

**47. DEFRAID THE EXPENSES OF THE CHASE LIBRARY AND HARWICH PORT LIBRARY**

**The Finance Committee recommends this article be accepted and adopted, and that \$20,000 be transferred from available funds for this purpose for this customary article.**

**VOTE: YES-6, NO-0.** Peter Hughes, Dana DeCosta, Mark Kelleher, Mark Ameres, Robert MacCready, Michele Gallucci



**48. PROMOTE THE TOWN OF HARWICH**

**The Finance Committee recommends this article be accepted and adopted, and that \$50,000 be raised and appropriated for this purpose for this customary article.**

**VOTE: YES-7, NO-0.** Peter Hughes, Dana DeCosta, Mark Kelleher, Mark Ameres, Robert MacCready, Dan Tworek, Michele Gallucci

**49. ANNUAL ALLOCATION FOR LOCAL CULTURAL COUNCIL GRANTS**

**The Finance Committee recommends this article be accepted and adopted, and that \$4,000 be transferred from available funds for this purpose for this customary article.**

**VOTE: YES-7, NO-0.** Peter Hughes, Dana DeCosta, Mark Kelleher, Mark Ameres, Robert MacCready, Dan Tworek, Michele Gallucci

**50. FUND ELECTRONIC VOTING AT TOWN MEETINGS**

**The Finance Committee recommends this article be accepted and adopted. At the time of our vote the cost of an electronic voting systems as used in other Towns was not available to the Finance Committee, however, the Committee wanted to show support for this idea.**

**VOTE: YES-7, NO-0.** Peter Hughes, Dana DeCosta, Mark Kelleher, Mark Ameres, Robert MacCready, Dan Tworek, Michele Gallucci

**51. SUPPLEMENTAL APPROPRIATION FOR PHASE 3 WATERSHED MANAGEMENT PLAN CONSTRUCTION CONTRACTS**

**The Finance Committee recommends this article be accepted and adopted. This article is to transfer the unused funds from the Route 28 dry pipe sewer project to the general sewer collection project.**

**VOTE: YES-6, NO-0.** Peter Hughes, Dana DeCosta, Mark Kelleher, Mark Ameres, Robert MacCready, Michele Gallucci

**52. FUND A SEWER ASSISTANCE GRANT PROGRAM**

**The Finance Committee recommends this article be accepted and adopted. This article was placed in the warrant by the Select Board one day before the final meeting of the Finance Committee prior to the printing of the warrant. The Finance Committee voted to support this article and expects to learn the details of the grant program prior to Town meeting.**

**VOTE: YES-4, NO-2.** Peter Hughes, Dana DeCosta, Mark Kelleher, Mark Ameres, Robert MacCready, Michele Gallucci

**53. HERRING FISHERIES**

**The Finance Committee recommends this customary article be accepted and adopted.**

**VOTE: YES-6, NO-0.** Peter Hughes, Dana DeCosta, Mark Kelleher, Mark Ameres, Robert MacCready, Michele Gallucci

# **MOTIONS BOOK**

## **2024 ANNUAL TOWN MEETING**

**MAY 6, 2024**

**Prospective Main Motions as of April 24, 2023**

## **NOTE TO THE READER**

This document presents the *prospective* main motions that were expected to be made at Town Meeting. The motions herein are accurate as of April 23, 2024.

However, these motions may change between now and Town Meeting based on further discussions that may occur at the Finance Committee and/or the Select Board level.

Please see the Appendix of this document for more information on voting procedures and the Motion Chart as outlined in the General Bylaws. The rules of order for Town Meeting are outlined as:

### **§ 271-13 Rules of order.**

Rules of procedure not specifically provided by law or by these bylaws shall be determined by Town Meeting  
Time: Handbook of Parliamentary Law.

**ARTICLE 1: TOWN OFFICERS AND COMMITTEES**

I move that Article 1 be accepted and adopted as printed in the warrant.

**ARTICLE 2: REPORTS OF TOWN OFFICERS AND COMMITTEES**

I move that Article 2 be accepted and adopted as printed in the warrant.

**ARTICLE 3: ELECTED OFFICIALS' SALARIES**

I move that Article 3 be accepted and adopted as printed in the warrant.

**ARTICLE 4: TOWN OPERATING BUDGET**

I move that Article 4 be accepted and adopted as printed in the warrant, and that the sum of \$45,732,309 be appropriated for the purposes listed in Appendix B under the column titled “2025 Select Board Recommend” and further the sum of \$43,041,670 be raised and appropriated and the following amounts be transferred as follows:

\$2,000 from Septic Loan Betterment Fund, \$15,000 from the Skinequit Road Betterment Fund, \$50,000 from the Ginger Plum Lane Betterment Fund, \$78,000 from the Allen Harbor Betterment Fund, \$226,964 from the Cable PEG fund, \$95,200 from the Golf Improvement Receipts Reserved Fund, \$200,000 from the Water Ways Management Receipts Reserved Fund, \$200,000 from the Harbor Improvement & Maintenance Receipts Reserved Fund, \$400,000 from Overlay Surplus, \$861,327 from the Water Enterprise Fund, \$62,148 from Wastewater Enterprise Fund and \$500,000 from the Wastewater Special Purpose Stabilization Fund for the purpose of funding the Fiscal Year 2025 Operating Budget for a total budget appropriation of \$45,732,309 with the following changes to APPENDIX-B the 2025 Select Board Recommended budget, line item 131 Finance Committee Reserve Fund increase by \$75,000 to a total of \$125,000, and line item 220 Fire – S&W decrease by \$75,000 to a total of \$5,410,115.

**ARTICLE 5: MONOMOY REGIONAL SCHOOL DISTRICT BUDGET**

I move that Article 5 be accepted and adopted as printed in the warrant and that the sum of \$29,876,982 be raised and appropriated for the purpose of funding the Town of Harwich’s assessment for the FY 2025 annual operation of the Monomoy Regional School District.

**ARTICLE 6: CAPE COD REGIONAL TECHNICAL SCHOOL DISTRICT BUDGET**

I move that Article 6 be accepted and adopted as printed in the warrant and that the sum of \$2,204,820 be raised and appropriated to fund the annual operation of the Cape Cod Regional Technical High School.

**ARTICLE 7: WATER DEPARTMENT BUDGET**

I move that Article 7 be accepted and adopted as printed in the warrant and that the sum of \$4,831,887 be transferred from the Water Department Receipts to fund the Water Enterprise Fund and to transfer of said appropriation \$50,000 from the Water Department Operating Budget to Other Post-Employment Benefits Trust Fund created under Article 8 of the May 6, 2014 Special Town Meeting.

**ARTICLE 8: WASTEWATER DEPARTMENT BUDGET**

I move that Article 8 be accepted and adopted as printed in the warrant and that \$50,000 be transferred from the Wastewater Department Receipts, \$100,000 be transferred from the Wastewater Enterprise Fund Retained Earnings and \$550,432 be raised and appropriated to fund the Wastewater Enterprise Fund operating budget. Total appropriation of \$700,432.

**ARTICLE 9: MONOMOY MIDDLE SCHOOL RENOVATION PROJECT**

I move that Article 9 be accepted and adopted and that the Town approve the \$2,500,000.00 debt authorized by the Monomoy Regional School District to pay costs of renovating and reconstructing the exterior siding of the

Monomoy Regional Middle School, including the payment of all costs incidental and related thereto, provided that the approval of the District's borrowing by this vote shall be subject to and contingent upon an affirmative vote of the Town to exempt its allocable share of the amounts required for the payment of interest and principal on said borrowing from the limitations on taxes imposed by M.G.L. Chapter 59, Section 21C (Proposition 2-1/2, so-called).

[Note: Ballot Question #1 on the Annual Town Election Ballot – MAY 21, 2024]

**ARTICLE 10: PETITIONED ARTICLE – TREE PRESERVATION BYLAW**

I move that Article 10 be indefinitely postponed.

[Positive Motion for Patrick Otton] I move that Article 10 be accepted and adopted as printed in the warrant.

**ARTICLE 11: FUND CAPE COD COMMUNITY MEDIA CENTER**

I move that Article 11 be accepted and adopted as printed in the warrant and that the sum of \$158,273 be transferred from the PEG Access and Cable Related Fund for this purpose.

**ARTICLE 12. LEASE PURCHASE AGREEMENTS**

I move that Article 12 be indefinitely postponed.

**ARTICLE 13. PETITIONED – HOME RULE PETITION: PESTICIDES**

I move that Article 13 be accepted and adopted as printed in the warrant.

**ARTICLE 14. PETITIONED ARTICLE – AUTHORIZE SPECIAL ACT TO ENABLE HARWICH TO REGULATE THE APPLICATION OF FERTILIZERS**

[Positive Motion for Patrick Otton] I move that Article 14 be accepted and adopted as printed in the warrant.

**ARTICLE 15. PETITIONED ARTICLE - AFFIRM SUPPORT FOR A PUBLIC ACCESS OLYMPIC SWIMMING POOL AND FACILITIES AT THE HARWICH COMMUNITY CENTER**

[Positive Motion for Patrick Otton] I move that Article 15 be accepted and adopted as printed in the warrant.

**ARTICLE 16: ADOPT THE CAPITAL PLAN**

I move that Article 16 be accepted and adopted with the following changes to the FY 2025 column as set forth in Appendix C of this warrant, under the FY 2025 column add \$1,160,000 to the *Facility Maintenance 80 Parallel Street (Brooks Academy)* project, add \$2,500,000 to the *Golf Irrigation Update* project, and add \$1,500,000 to the *Public Works Road Maintenance/improvements* project.

**ARTICLE 17: CAPITAL OUTLAY PROJECTS FUNDED FROM VARIOUS SOURCES**

I move that this article be accepted and as printed in the warrant and that \$47,863 be transferred from the Cable PEG fund, \$240,000 be transferred from the Waterways Improvement Receipts Reserved Fund for this purpose.

**ARTICLE 18: CAPITAL OUTLAY PROJECTS FUNDED FROM FREE CASH**

I move that this article be accepted and adopted as printed in the warrant and further that the sum of \$2,892,000 be transferred from Free Cash for this purpose.

**ARTICLE 19: CAPITAL OUTLAY PROJECTS FUNDED FROM WATER RETAINED EARNINGS AND BORROWING**

I move that Article 19 be accepted and adopted as printed in the warrant and that \$2,402,000 be appropriated for purposes of the Article and that to meet this appropriation \$1,652,000 be transferred from the Water Enterprise

Fund Retained Earnings and that the Town authorize the Treasurer with the approval of the Select Board to borrow \$750,000 and to issue bonds and notes of the Town therefore pursuant to General Laws Chapter 44, Sections 7 or 8, or any other enabling authority for the purpose of painting the Pleasant Lake Avenue Water Tank, including all costs incidental and related thereto.

*Requires a 2/3rds vote.*

**ARTICLE 20: CAPITAL OUTLAY PROJECTS FUNDED FROM WASTEWATER RETAINED EARNINGS**

I move that Article 20 be accepted and adopted as printed in the warrant and that \$75,000 be transferred from Wastewater Retained Earnings for this purpose.

**ARTICLE 21: ACQUISITION OF A CONSERVATION RESTRICTION FOR 1039 ROUTE 28**

I move that Article 21 be indefinitely postponed.

**ARTICLE 22: EXPENDITURE OF FUNDS FROM SALE OF 276 QUEEN ANNE ROAD**

I move that Article 22 be accepted and adopted as printed in the warrant and \$1,505,001 be transferred from the Sale of Land Receipt Reserved Fund (Sale of Land Sinking Fund) for this purpose.

*Requires a 2/3rds vote.*

**ARTICLE 23: CORRECT ARTICLE 24 FROM THE 2023 ANNUAL TOWN MEETING**

I move that Article 23 be accepted and adopted as printed in the warrant.

**ARTICLE 24: COMMUNITY PRESERVATION ACT –HOUSEKEEPING EXPENSES**

I move that Article 24 be accepted and adopted as printed in the warrant and that \$199,500 be transferred from Community Preservation Fund FY2025 Estimated Revenue to Open Space Reserve, that \$199,500 be transferred from Community Preservation Fund FY2025 Estimated Revenue to Historic Preservation Reserve, that \$199,500 be transferred from Community Preservation Fund FY2025 Estimated Revenue to Community Housing Reserve and that \$75,000 be transferred from Community Preservation Fund FY2025 Estimated Revenue for the purpose of Administrative Expenses for the Community Preservation Fund.

**ARTICLE 25: COMMUNITY PRESERVATION ACT – BEACH AUTOMATED EXTERNAL DEFIBRILLATOR (AED) ACQUISITION**

I move that Article 25 be accepted and adopted as printed in the warrant and that \$39,000 be appropriated for this purpose and that \$17,300 be transferred from Community Preservation Fund FY2025 Estimated Revenue and \$21,700 be transferred from the Community Preservation Fund Undesignated Fund Balance.

**ARTICLE 26: COMMUNITY PRESERVATION ACT – COLD BROOK TRAILHEAD AND PUBLIC ACCESS PROJECT**

I move that Article 26 be accepted and adopted as printed in the warrant and that \$250,000 be transferred from Community Preservation Fund FY2025 Estimated Revenue for this purpose.

**ARTICLE 27: COMMUNITY PRESERVATION ACT – HARWICH POLICE SOCCER CLUB STREET SOCCER PITCH**

I move that Article 27 be accepted and adopted as printed in the warrant and that \$48,700 be transferred from Community Preservation Fund FY2025 Estimated Revenue for this purpose.

**ARTICLE 28: COMMUNITY PRESERVATION ACT – AFFORDABLE HOUSING TRUST FUNDS**

I move that Article 28 be accepted and adopted as printed in the warrant and that \$500,000 be appropriated for this purpose and that \$199,500 be transferred from the Community Preservation Fund Community Housing Reserve Fund and that \$300,500 be transferred from Community Preservation Fund FY2025 Estimated Revenue.

**ARTICLE 29: COMMUNITY PRESERVATION ACT – LOWER CAPE HOUSING INSTITUTE**

I move that Article 29 be accepted and adopted as printed in the warrant and that \$7,500 be transferred from Community Preservation Fund FY2025 Estimated Revenue for this purpose.

**ARTICLE 30: COMMUNITY PRESERVATION ACT – MONOMOY REGIONAL SCHOOL DISTRICT PRESS BOX PROJECT**

I move that Article 30 be accepted and adopted as printed in the warrant and that \$100,000 be transferred from Community Preservation Fund FY2025 Estimated Revenue for this purpose.

**ARTICLE 31: COMMUNITY PRESERVATION ACT – NORTH WOODS AND WATER SUPPLY PROTECTION PROJECT**

I move that Article 31 be accepted and adopted as printed in the warrant and that \$100,000 be transferred from Community Preservation Fund FY2025 Open Space Reserve Fund for this purpose.

**ARTICLE 32: COMMUNITY PRESERVATION ACT – 203 BANK STREET FIREHOUSE HOUSING**

I move that Article 32 be accepted and adopted as printed in the warrant and that \$400,000 be transferred from Community Preservation Fund FY2025 Estimated Revenue for this purpose.

**ARTICLE 33: COMMUNITY PRESERVATION ACT – RED RIVER VALLEY LAND AND WATER PROTECTION PROJECT**

I move that Article 33 be accepted and adopted as printed in the warrant and that \$150,000 be appropriated for this purpose and that \$99,500 be transferred from the Community Preservation Fund Open Space Reserve Fund and that \$50,500 be transferred from Community Preservation Fund FY2025 Estimated Revenue.

**ARTICLE 34: COMMUNITY PRESERVATION ACT – SENIOR MEMORIAL SOFTBALL FIELD FENCING**

I move that Article 34 be accepted and adopted as printed in the warrant and that \$110,000 be transferred from Community Preservation Fund FY2025 Estimated Revenue for this purpose.

**ARTICLE 35: COMMUNITY PRESERVATION ACT – SOUTH HARWICH GRAVESTONE CONSERVATION**

I move that Article 35 be accepted and adopted as printed in the warrant and that \$23,000 be transferred from Community Preservation Fund FY2025 Community Preservation Historic Reserve Fund for this purpose.

**ARTICLE 36: COMMUNITY PRESERVATION ACT – VETERANS MEMORIAL COMPLEX ELECTRIC IRRIGATION REPLACEMENT**

I move that Article 36 be accepted and adopted as printed in the warrant and that \$37,000 be transferred from Community Preservation Fund FY2025 Estimated Revenue for this purpose.

**ARTICLE 37. REPURPOSE ARTICLE 31 OF THE 2013 ANNUAL TOWN MEETING**

I move that Article 37 be accepted and adopted as printed in the warrant.

**ARTICLE 38. FUND FISCAL YEAR 2024 WASTEWATER DEBT**

I move that Article 38 be accepted and adopted and that \$858,742 be transferred from the Wastewater Enterprise Fund Retained Earnings to the FY2024 Wastewater Enterprise Fund operating budget for the purpose of debt payments.

**ARTICLE 39. ANNUAL DEPARTMENTAL REVOLVING FUNDS AUTHORIZATION**

I move that Article 39 be accepted and adopted as printed in the warrant.

**ARTICLE 40. TRANSFER 172 QUEEN ANNE ROAD FOR DISPOSITON**

I move that Article 40 be accepted and adopted as printed in the warrant.

*Requires a 2/3rds vote.*

**ARTICLE 41. TRANSFER 174 QUEEN ANNE ROAD FOR DISPOSITON**

I move that Article 41 be accepted and adopted as printed in the warrant.

*Requires a 2/3rds vote.*

**ARTICLE 42. TRANSFER 246 QUEEN ANNE ROAD FOR DISPOSITON**

I move that Article 42 be accepted and adopted as printed in the warrant.

*Requires a 2/3rds vote.*

**ARTICLE 43. AMEND CHAPTER 7 OF THE GENERAL BYLAWS**

I move that Article 43 be accepted and adopted as printed in the warrant.

**ARTICLE 44. AMEND CHAPTER 271 OF THE GENERAL BYLAWS**

I move that Article 44 be accepted and adopted as printed in the warrant.

**ARTICLE 45. AMENDMENTS TO THE HARWICH CHARTER**

I move that Article 45 be accepted and adopted as printed in the warrant.

*Requires a 2/3rds vote.*

**ARTICLE 46. PETITIONED ARTICLE - HOME RULE PETITION – ATTAINABLE HOUSING**

I move that Article 46 be accepted and adopted as printed in the warrant.

**ARTICLE 47. DEFRAY THE EXPENSES OF THE CHASE LIBRARY AND HARWICH PORT LIBRARY**

I move that Article 47 be accepted and adopted and that \$20,000 be raised and appropriated for this purpose.

**ARTICLE 48. PROMOTE THE TOWN OF HARWICH**

I move that Article 48 be accepted and adopted and that \$50,000 be raised and appropriated for this purpose.

**ARTICLE 49. ANNUAL ALLOCATION FOR LOCAL CULTURAL COUNCIL GRANTS**

I move that Article 49 be accepted and adopted and that \$4,000 be raised and appropriated for this purpose.

**ARTICLE 50. FUND ELECTRONIC VOTING AT TOWN MEETINGS**

I move that Article 50 be accepted and adopted as printed in the warrant.



**ARTICLE 51. SUPPLEMENTAL APPROPRIATION FOR PHASE 3 WATERSHED MANAGEMENT PLAN CONSTRUCTION CONTRACTS**

I move that Article 51 be accepted and adopted as printed in the warrant.

*Requires a 2/3 vote.*

**ARTICLE 52. FUND A SEWER ASSISTANCE GRANT PROGRAM**

I move that Article 52 be accepted and adopted and that \$100,000 be transferred from the Wastewater Enterprise Fund Reserved for Special Purpose fund for this purpose.

**ARTICLE 53. HERRING FISHERIES**

I move that Article 53 be accepted and adopted as printed in the warrant.

**VOTING PROCEDURES**

- I A quorum, 150 registered voters, must be present in order to conduct business. The only motion in order when no quorum is present is a motion to adjourn.
- II A two-thirds majority of the Town Meeting shall be required for inclusion of any Capital Outlay, unless it was included in the Capital Outlay Plan adopted at the preceding Town Meeting.
- III All motions introduced at the Town Meeting shall be in writing when required by the Moderator.
- IV Voters are limited to two times speaking on any one question; the total time speaking not to exceed 10 minutes.
- V Only registered voters shall occupy the meeting “floor”.
- VI No voter will be allowed to speak until he or she is recognized by the Moderator.
- VII Motion requiring more than a simple majority to pass:
  - A. To reconsider a vote on a motion –  $\frac{3}{4}$  majority (this motion must be made prior to the next adjournment of the meeting).
  - B. To consider articles in an order other than as appears on the warrant –  $\frac{3}{4}$  majority.
  - C. To pay unpaid bills –  $\frac{4}{5}$  majority at the Annual Town Meeting,  $\frac{9}{10}$  majority at a Special Town Meeting.
  - D. To move the previous question (terminate debate) –  $\frac{3}{4}$  majority.
- VIII Quorum cannot be questioned after a motion has been made and seconded.

TOWN MEETING

271 Attachment 1

Town of Harwich

Motion Chart

§ 271-11

(Application of rules is indicated by an X)

Motions	Debatable	Non Debatable	Amendable	Non Amendable	Second Request	Second Not Required	Majority Vote	2/3 Vote	3/4 Vote	May Reconsider	Cannot Reconsider
Adjourn		X		X	X		X				X
Adjourn (in a time certain)	X		X		X		X			X	
Amendment	X		X		X		X			X	
Adopt a resolution	X		X		X		X				X
Accept and adopt	X		X		X		X <sup>1</sup>			X	
Postpone indefinitely	X			X	X		X			X	
Previous question; terminate debate		X		X	X				X		X
Reconsider <sup>2</sup>	X			X	X				X		X
Consider articles out of order	X		X		X				X		X
Point of order		X					X				

**NOTES:**

1. Unless a greater than simple majority is required by General Laws or Town of Harwich Bylaws.
2. See § 271-9.



# 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

Re: Select Board Meeting 4.22.24 and FY25 ATM Forum meeting questions

Date: April 26, 2024

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Capital and warrant articles with available balances are reviewed in the last quarter of each fiscal year in preparation for year-end close. The Accounting department requests the current status of each department's capital and warrant articles to determine if any article balances can be turned back to the general fund.

In response to a member of the public who asked at the ATM Forum on Wednesday April 24, 2024 about all capital and warrant articles balances during the Article 37 discussion, please find the attached report listing all capital and warrant articles for FY24. Each department will provide a status update prior to the Annual Town Meeting on May 6<sup>th</sup>.

The presentation by the Monomoy Regional School District on their proposed borrowing authorization of \$2.5M in Article 9 is attached. The term and rate of the proposed borrowing has not been finalized. The estimated debt service is included in the Monomoy RSD proposed budget for FY25.

An updated summary of revolving funds activities is attached. The detail listing of activity requested by Board member Howell will be provided after the completion of Town meeting. The detailed listing of all expenditures for all revolving funds for the last five years is extensive and requires considerable time to compile.

M.G.L Chapter 40, section 6 is attached which details the purpose of the Reserve Fund for a municipality. This statute indicates that the Reserve Fund is "To provide for extraordinary or unforeseen expenditures..." This statute language is being provided in response to questions about the transfer to, use of and purpose of the Reserve Fund that was discussed at the ATM Forum.

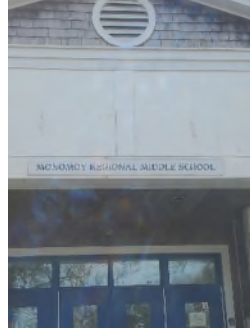
# Monomoy Regional Middle School Siding and Trim Replacement

**March 2024**

# Replacement of Siding and Trim at Middle School identified as priority capital project

- Significant disrepair.
- Evidence of water infiltration.
- Air quality problems inside the building.
- Ad hoc repair projects are costly and have limited impact.

# Deterioration of siding and trim.







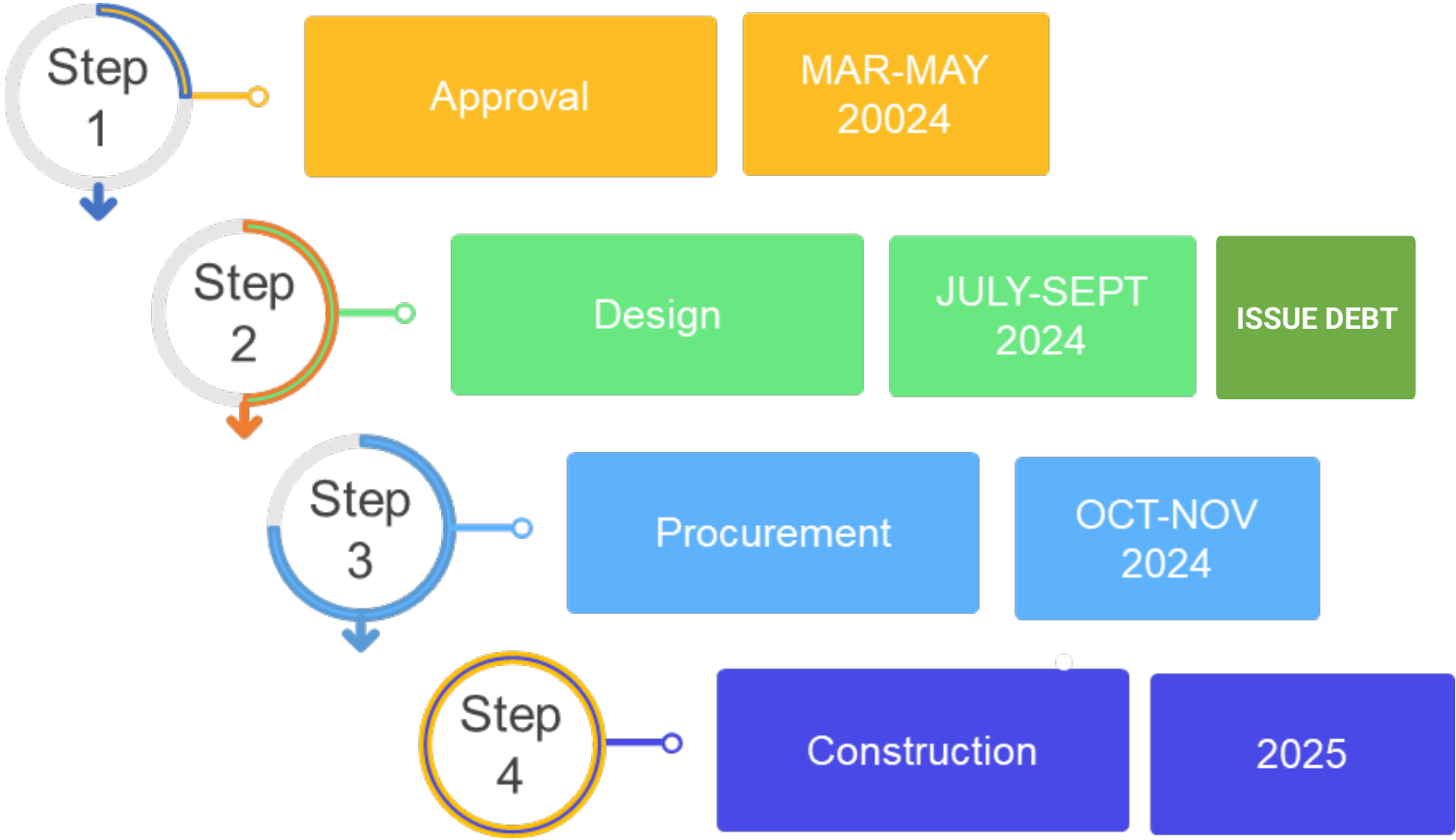
# Proposed Project

- Remove existing siding, trim, and wrapping.
- Install high-quality waterproof building wrap.
- New weather-resilient trim and siding.
- Total cost estimated at \$2.5m.

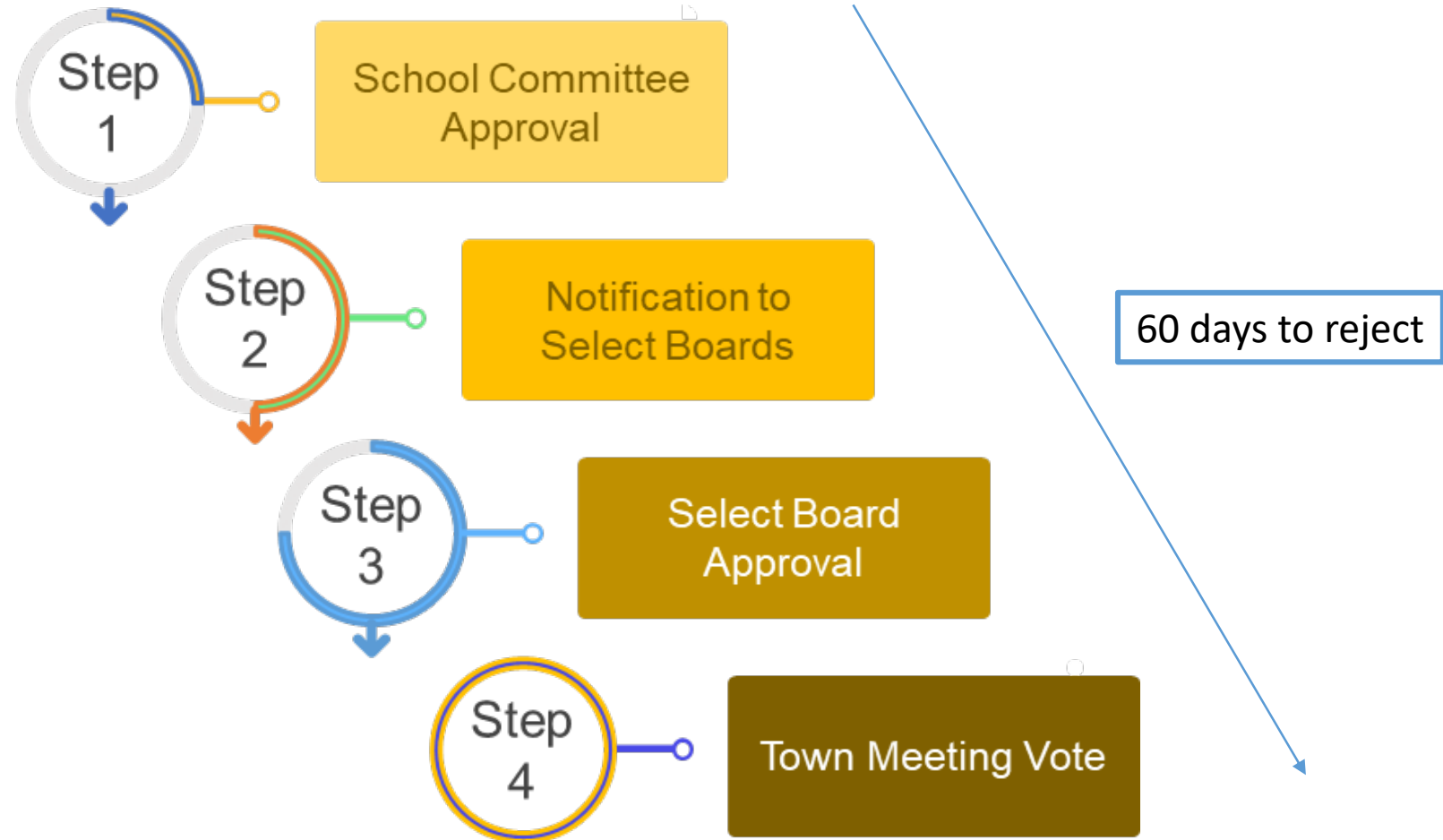
# Project Financing

- The district would borrow the funds for this project.
- The cost of repaying the debt would be assessed to each town as part of the assessment.
- The assessment would be based on foundation enrollment (FY25=76.8% - Harwich, 23.2% - Chatham).
- The FY25 budget included an estimate of the first debt payment. If the project was not approved these funds would be used for ad hoc repairs to the siding and trim.

# Process Overview



# Approval Process



# Town Options

- The member towns may place the question of approving or disapproving the district's debt before the town meeting (MRSD recommends this approach).
- Member towns may also choose to condition approval on an affirmative vote to exclude its share of debt service on the district debt and/or bonds, from provisions of Proposition 2½.

**Part I** ADMINISTRATION OF THE  
GOVERNMENT

**Title VII** CITIES, TOWNS AND DISTRICTS

**Chapter** POWERS AND DUTIES OF CITIES  
AND TOWNS  
**40**

**Section** TOWNS; RESERVE FUNDS FOR  
EXTRAORDINARY  
**6** EXPENDITURES; ESTABLISHMENT

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Section 6. To provide for extraordinary or unforeseen expenditures, a town may at an annual or special town meeting appropriate or transfer a sum or sums not exceeding in the aggregate five per cent of the levy of the fiscal year preceding the fiscal year for which the fund, to be known as the reserve fund, is established. No direct drafts against this fund shall be made, but transfers from the fund may from time to time be voted by the finance or appropriation committee of the town, in towns having such a committee, and in other towns by the selectmen; and the town accountant in towns having such an official, and in other towns the auditor or board of auditors, shall make such transfers accordingly.

**TOWN OF HARWICH REVOLVING FUND SUMMARY AS OF APRIL 26, 2024**

<b>Fund #</b>	<b>Revolving Fund Name</b>	<b>June 30, 2023 Fund Balance</b>	<b>2024 Revenue</b>	<b>2024 Expenditures</b>	<b>Net Change 6/30 to 4/26/24</b>	<b>Balance as of April 26, 2024</b>
1540	Recreation Revolving	81,527.81	135,518.35	131,401.16	4,117.19	85,645.00
1542	COA Revolving	16,395.77	36,465.80	39,522.50	(3,056.70)	13,339.07
1544	Community Center	170,019.50	21,310.00	55,047.21	(33,737.21)	136,282.29
1546	Albro House Revolving	41,908.36	5,700.00	-	5,700.00	47,608.36
1548	Sidewalk Revolving	69,958.54	-	-	-	69,958.54
1549	Tax Title Revolving	2,829.28	6,958.29	6,680.60	277.69	3,106.97
1550	The Cultural Center Revolving	217,075.69	125,815.00	147,808.65	(21,993.65)	195,082.04
	<b>TOTAL</b>	<b>599,714.95</b>	<b>331,767.44</b>	<b>380,460.12</b>	<b>(48,692.68)</b>	<b>551,022.27</b>
	Fund 1545 Golf Improvements Receipts Reserved is used to pay the CVGC portion of debt					
<b>Fund #</b>	<b>Revolving Fund Name</b>	<b>June 30, 2023 Fund Balance</b>	<b>2024 Revenue</b>	<b>2024 Expenditures</b>	<b>Net Change 6/30 to 4/26/24</b>	<b>Balance as of April 26, 2024</b>
1541	CV golf Infrastructure RVTLZN	68,367.01	78,608.78	-	78,608.78	146,975.79
1543	Golf Revolving	361,343.16	130,769.54	160,771.76	(30,002.22)	331,340.94
1545	Golf Improvement Receipts Reserved	464,783.24	85,651.00	98,450.00	(12,799.00)	451,984.24
	<b>TOTAL</b>	<b>894,493.41</b>	<b>295,029.32</b>	<b>259,221.76</b>	<b>35,807.56</b>	<b>930,300.97</b>

# TOWN OF HARWICH - LIVE DATA



## YTD BUDGET REPORT

FOR 2024 09								
ACCOUNTS FOR:	GENERAL FUND	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<b>01122A2 SELECTMEN - WARRANT ARTICLES</b>								
01122A2	621012	STM 21 LAND TAKI	0	170,000	170,000	.00	.00	170,000.00 .0%
01122A2	622002	STM 22 #2 ACQUIRE	1	0	1	.00	.00	1.00 .0%
01122A2	622003	STM 22 #3 BYLAW	75,000	0	75,000	.00	.00	75,000.00 .0%
01122A2	622004	STM 22 #4 OPM BR	21,645	0	21,645	21,645.11	.00	100.0%
01122A2	622017	ATM 22 #17 STORM	0	100,000	100,000	4,500.00	93,500.00	2,000.00 98.0%
01122A2	622020	ATM 22 #20 NEW V	0	75,000	75,000	41,090.00	3,500.00	30,410.00 59.5%
01122A2	622039	ATM 22 #39 LAND	0	500,000	500,000	5,450.00	88,150.00	406,400.00 18.7%
01122A2	623012	ATM 23 #12 PRESC	0	250,000	250,000	177,724.35	.00	72,275.65 71.1%
01122A2	623014	ATM 23 #14 OPIOI	0	60,000	60,000	12,500.00	25,000.00	22,500.00 62.5%
01122A2	623043	ATM 23 #43 276 Q	0	10,000	10,000	.00	.00	10,000.00 .0%
01122A2	623044	ATM 23 #44 FORRE	0	5,000	5,000	.00	.00	5,000.00 .0%
01122A2	623048	ATM 23 #48 JUDAH	0	400,000	400,000	.00	.00	400,000.00 .0%
01122A2	623049	ATM 23 #49 STABI	0	1,200,000	1,200,000	1,200,000.00	.00	100.0%
01122A2	623102	ATM 23 #10-2 CH	0	42,834	42,834	42,834.00	.00	100.0%
TOTAL SELECTMEN - WARRANT ARTICLES			96,646	2,812,834	2,909,480	1,505,743.46	210,150.00	1,193,586.65 59.0%
<b>011498 ADMINISTRATION - CAP OUTLAY</b>								
011498	623161	ATM 23 #16-1 BEAU	0	50,000	50,000	.00	.00	50,000.00 .0%
TOTAL ADMINISTRATION - CAP OUTLAY			0	50,000	50,000	.00	.00	50,000.00 .0%
<b>01149A2 ADMIN - WARRANT ARTICLES</b>								
01149A2	619012	ATM 19 #12 FACIL	0	60,000	60,000	.00	.00	60,000.00 .0%
01149A2	621013	ATM 21 ADA SIDEW	0	50,000	50,000	.00	.00	50,000.00 .0%
01149A2	623051	ATM 23 #51 DEFRA	0	20,000	20,000	10,000.00	.00	10,000.00 50.0%
01149A2	623052	ATM 23 #52 PROMO	0	50,000	50,000	50,000.00	.00	100.0%
TOTAL ADMIN - WARRANT ARTICLES			0	180,000	180,000	60,000.00	.00	120,000.00 33.3%
<b>011558 INFORMATIO TECH CAPITAL OUTLAY</b>								
011558	623165	ATM 23 #16-5 TECH	0	387,000	387,000	110,646.23	210,845.13	65,508.64 83.1%



# TOWN OF HARWICH - LIVE DATA



## YTD BUDGET REPORT

FOR 2024 09									
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT	
0100 GENERAL FUND	APPROP	ADJSTMTS	BUDGET	YTD EXPENDED	ENCUMBRANCES	BUDGET	USED		
TOTAL INFORMATIO TECH CAPITAL OUTLAY	0	387,000	387,000	110,646.23	210,845.13	65,508.64	83.1%		
<b>01156A2 THE HARWICH CHANNEL ARTICLES</b>									
01156A2 620019 CONTROL ROOM PLA	0	20,570	20,570	.00	.00	20,570.00	.0%		
01156A2 620020 GRIFFIN RM IMPR	0	97,000	97,000	.00	33,140.32	63,859.68	34.2%		
01156A2 621009 ATM 21 CCC MEDIA	0	113,809	113,809	.00	.00	113,808.69	.0%		
01156A2 621022 ATM 21 HEARING R	0	99,254	99,254	.00	.00	99,254.00	.0%		
01156A2 622015 ATM 22 #15 MISC	0	42,645	42,645	.00	.00	42,645.00	.0%		
01156A2 623009 ATM 23 #9 CC COM	0	157,037	157,037	157,037.00	.00	.00	100.0%		
01156A2 623101 ATM 23 #10-1 CH	0	4,388	4,388	.00	.00	4,388.00	.0%		
TOTAL THE HARWICH CHANNEL ARTICLES	0	534,703	534,703	157,037.00	33,140.32	344,525.37	35.6%		
<b>01175A2 PLANNING BOARD - WARRANT ARTCL</b>									
01175A2 619027 ATM 19 #27 UPDAT	0	200,000	200,000	33,830.00	165,170.00	1,000.00	99.5%		
TOTAL PLANNING BOARD - WARRANT ARTCL	0	200,000	200,000	33,830.00	165,170.00	1,000.00	99.5%		
<b>012108 POLICE - CAP OUTLAY</b>									
012108 623166 ATM 23 #16-6 POLI	0	64,115	64,115	.00	.00	64,115.00	.0%		
012108 623167 ATM 23 #16-7 POLI	0	183,000	183,000	.00	175,194.36	7,805.64	95.7%		
012108 623168 ATM 23 #16-8 TECH	0	20,000	20,000	.00	.00	20,000.00	.0%		
TOTAL POLICE - CAP OUTLAY	0	267,115	267,115	.00	175,194.36	91,920.64	65.6%		
<b>01210A2 POLICE - WARRANT ARTICLES</b>									
01210A2 621012 ATM 21 FINGERPRI	0	18,000	18,000	.00	.00	18,000.00	.0%		
01210A2 622018 ATM 22 #18 RPLC	0	49,200	49,200	.00	.00	49,200.00	.0%		
01210A2 622022 ATM 22 #22 3 POL	0	102,394	102,394	98,590.40	1,764.56	2,039.16	98.0%		
TOTAL POLICE - WARRANT ARTICLES	0	169,594	169,594	98,590.40	1,764.56	69,239.16	59.2%		
<b>012208 FIRE - CAP OUTLAY</b>									

# TOWN OF HARWICH - LIVE DATA



## YTD BUDGET REPORT

FOR 2024 09									
ACCOUNTS FOR:	GENERAL FUND	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED	
012208	623162	ATM 23 #16-2 FIRE	0	350,000	350,000	.00	349,358.00	642.00	99.8%
012208	623163	ATM 23 #16-3 FIRE	0	36,580	36,580	35,288.00	.00	1,292.00	96.5%
TOTAL FIRE - CAP OUTLAY			0	386,580	386,580	35,288.00	349,358.00	1,934.00	99.5%
<b>01220A2 FIRE - WARRANT ARTICLES</b>									
01220A2	621018	ATM 21 PUBLIC SA	0	139,312	139,312	17,032.00	.00	122,279.93	12.2%
01220A2	622028	ATM 22 #28 MINI	0	22,500	22,500	.00	.00	22,500.00	.0%
TOTAL FIRE - WARRANT ARTICLES			0	161,812	161,812	17,032.00	.00	144,779.93	10.5%
<b>01411A2 TOWN ENGINEER - WARRANT ARTCLS</b>									
01411A2	621015	ATM 21 MS4 PROGR	0	163,885	163,885	25,000.00	.00	138,884.72	15.3%
TOTAL TOWN ENGINEER - WARRANT ARTCLS			0	163,885	163,885	25,000.00	.00	138,884.72	15.3%
<b>014218 HIGHWAY CAPITAL OUTLAY</b>									
014218	623110	ATM 23 #16-10 ROA	0	700,000	700,000	157,646.21	56,355.65	485,998.14	30.6%
014218	623111	ATM 23 #16-11 VEH	0	515,000	515,000	.00	505,938.45	9,061.55	98.2%
014218	623112	ATM 23 #16-12 CCT	0	145,500	145,500	.00	85,000.00	60,500.00	58.4%
014218	623113	ATM 23 #16-13 204	0	1,982,427	1,982,427	36,915.00	186,658.85	1,758,853.15	11.3%
014218	623114	ATM 23 #16-14 TRN	0	157,300	157,300	.00	.00	157,300.00	.0%
014218	623115	ATM 23 #16-15 ADA	0	121,000	121,000	40,653.44	.00	80,346.56	33.6%
014218	623116	ATM 23 #16-16 BFL	0	90,000	90,000	.00	.00	90,000.00	.0%
014218	623169	ATM 23 #16-9 EQUI	0	75,000	75,000	.00	75,000.00	.00	100.0%
TOTAL HIGHWAY CAPITAL OUTLAY			0	3,786,227	3,786,227	235,214.65	908,952.95	2,642,059.40	30.2%
<b>01421A2 HIGHWAY - WARRANT ARTICLES</b>									
01421A2	618009	ATM 18 # 9 CAPIT	0	21,902	21,902	21,902.21	.00	.00	100.0%
01421A2	618010	ATM 18 #10 FACIL	0	141,660	141,660	.00	.00	141,659.96	.0%

# TOWN OF HARWICH - LIVE DATA

## YTD BUDGET REPORT

FOR 2024 09									
ACCOUNTS FOR:	GENERAL FUND	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED	
01421A2	621014	ATM 21 SAQ SIDEW	0	94,659	94,659	66,730.33	23,978.71	3,950.00	95.8%
01421A2	621016	ATM 21 LIBRARY R	0	148,500	148,500	.00	120,000.00	28,500.00	80.8%
01421A2	621040	ATM 21 ROOF REPA	0	50,000	50,000	.00	.00	50,000.00	.0%
01421A2	622016	ATM 22 #16 A/C &	0	73,390	73,390	49,965.00	.00	23,425.00	68.1%
01421A2	622026	ATM 22 #26 3 DPW	0	77,923	77,923	.00	75,927.50	1,995.00	97.4%
01421A2	623047	ATM 23 #47 BRKS	0	475,000	475,000	142,371.28	400.00	332,228.72	30.1%
TOTAL HIGHWAY - WARRANT ARTICLES			0	1,083,034	1,083,034	280,968.82	220,306.21	581,758.68	46.3%
<b>01491A2 CEMETERY - WARRANT ARTICLES</b>									
01491A2	620018	MEMORIAL TREE RE	0	19,093	19,093	1,596.65	.00	17,496.49	8.4%
TOTAL CEMETERY - WARRANT ARTICLES			0	19,093	19,093	1,596.65	.00	17,496.49	8.4%
<b>01610A2 LIBRARY - WARRANT ARTICLES</b>									
01610A2	613031	ATM13 #31 - BR L	0	25,000	25,000	.00	.00	25,000.00	.0%
01610A2	614023	ATM14 #23 - NEW	0	4,000	4,000	.00	.00	4,000.00	.0%
01610A2	619012	ATM 19 #12 FACIL	0	90,000	90,000	.00	.00	90,000.00	.0%
01610A2	619028	ATM 19 #28 Techn	0	7,417	7,417	.00	.00	7,417.42	.0%
01610A2	623013	ATM 23 #13 BFL T	0	25,000	25,000	.00	.00	25,000.00	.0%
TOTAL LIBRARY - WARRANT ARTICLES			0	151,417	151,417	.00	.00	151,417.42	.0%
<b>01630A2 REC &amp; YOUTH - WARRANT ARTCLS</b>									
01630A2	619012	ATM 19 #12 FACIL	0	37,450	37,450	.00	.00	37,449.75	.0%
TOTAL REC & YOUTH - WARRANT ARTCLS			0	37,450	37,450	.00	.00	37,449.75	.0%
<b>016338 HARBORMASTER CAPITAL OUTLAY</b>									
016338	623164	ATM 23 #16-4 WIXO	0	30,000	30,000	29,985.72	.00	14.28	100.0%
TOTAL HARBORMASTER CAPITAL OUTLAY			0	30,000	30,000	29,985.72	.00	14.28	100.0%
<b>01633A2 HARBORMASTER - WARRANT ARTCLS</b>									

# TOWN OF HARWICH - LIVE DATA



## YTD BUDGET REPORT

FOR 2024 09			ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
ACCOUNTS FOR:	GENERAL FUND		APPROP	ADJSTMTS	BUDGET	YTD EXPENDED	ENCUMBRANCES	BUDGET	USED
01633A2	614035	ATM14 #35-MAINT	0	59,685	59,685	23,245.03	.00	36,439.55	38.9%
01633A2	616011	ATM 16 # 11 Fac	0	81,627	81,627	.00	.00	81,627.00	.0%
01633A2	619012	ATM 19 #12 FACIL	0	94,246	94,246	75,169.74	19,076.50	.00	100.0%
TOTAL HARBORMASTER - WARRNT ARTCLS			0	235,558	235,558	98,414.77	19,076.50	118,066.55	49.9%
<b>01696A2 GOLF MAINTENANCE - WARRNT ARTC</b>									
01696A2	622038	ATM 22 #38 GOLF	0	35,000	35,000	10,000.00	25,000.00	.00	100.0%
TOTAL GOLF MAINTENANCE - WARRNT ARTC			0	35,000	35,000	10,000.00	25,000.00	.00	100.0%
TOTAL GENERAL FUND			96,646	10,691,301	10,787,947	2,699,347.70	2,318,958.03	5,769,641.68	46.5%
TOTAL EXPENSES			96,646	10,691,301	10,787,947	2,699,347.70	2,318,958.03	5,769,641.68	

FY25 BUDGET REVENUE (SOURCES) AND EXPENSES (USES) as of April 16, 2024 (Cherry Sheet Adjustments)						
REVENUES (Sources)	FY24	FY25	% CHANGE	ADDITIONAL INFORMATION		
FY Levy Limit	50,671,734.00	52,443,231.00	3.50%			
2.5% Increase	1,266,778.00	1,311,080.78	3.50%			
Estimated New Growth	504,719.00	500,000.00	-0.93%			
County Assess Outside 2.5	264,793.00	264,793.00	0.00%			
Exempt Debt	5,617,206.00	5,139,186.00	-8.51%	-2.99%	Total FY25 Est. Exempt Debt	
New WW Debt issued (6/24) - Estimate		310,000.00		Total decrease exempt debt		5,449,186.00
<b>FY Levy Limit</b>	<b>58,325,230.00</b>	<b>59,968,290.78</b>	<b>2.82%</b>			
Other Revenue				*** Overlay Surplus to be voted 3.25.24		
Unrestricted Gen Gov't Aid	823,781.00	831,106.00	0.89%			
Estimated Local Receipts	15,425,923.00	16,307,350.00	5.71%			
Interfund Transfers *	749,096.00	1,367,164.00	82.51%	* INTERFUND TRANSFERS		
Overlay Surplus ***	200,000.00	400,000.00	100.00%	PEG		226,964.00
Indirect Costs from (WW)	62,148.00	62,148.00	0.00%	Betterments		145,000.00
Indirect Costs from (Water)	818,913.00	861,327.00	5.18%	Golf Improv (1545)		95,200.00
<b>SUBTOTAL OTHER REVENUE</b>	<b>18,079,861.00</b>	<b>19,829,095.00</b>	<b>9.68%</b>	Harbor Impr (1626)		200,000.00
				Waterways (1621)		200,000.00
<b>TOTAL ESTIMATED REVENUES</b>	<b>76,405,091.00</b>	<b>79,797,385.78</b>	<b>4.44%</b>	WW SP Stabilizations		500,000.00
				Total		1,367,164.00
<b>EXPENSES (Uses)</b>						2,290,639.00
<b>RECAP ITEMS</b>						
State Assessments	835,503.00	871,222.00	4.28%			
Overlay	560,466.45	250,000.00	-55.39%			
<b>TOTAL RECAP EXPENSES</b>	<b>1,395,969.45</b>	<b>1,121,222.00</b>	<b>-19.68%</b>			
<b>ARTICLE 4 ITEMS</b>						
Dept Budgets w/some EOS	29,686,534.00	31,303,818.40	5.45%			
Group Health Insurance	5,362,192.00	5,791,167.36	8.00%			
County Retirement Assessment	3,474,024.00	3,812,752.00	9.75%			
Property & Liability Insurance	976,060.00	1,019,982.70	4.50%			
Unemployment Insurance	20,000.00	20,000.00	0.00%			
OPEB Trust Fund Transfer	250,000.00	250,000.00	0.00%			
Debt (GF, Golf, WW) CURRENT	2,541,800.00	3,224,589.00	26.86%	39.06%	total debt service	
Debt WW 6/1/24 (NEW) Estimate	-	310,000.00		Total debt svc increase		3,534,589.00
<b>SUBTOTAL ARTICLE 4 EXPENSES</b>	<b>42,310,610.00</b>	<b>45,732,309.46</b>	<b>8.09%</b>			
<b>SCHOOL ASSESSMENTS</b>				4.94%	Total Assess increase	
Momomoy	28,469,466.00	29,876,982.00	4.94%	Total Est. Monomy increase		1,407,516.00
CC Regional Technical School	2,014,200.00	2,204,820.00	9.46%			
<b>SUBTOTAL SCHOOL ASSESSMENTS</b>	<b>30,483,666.00</b>	<b>32,081,802.00</b>	<b>5.24%</b>			
<b>DEFRAY ARTICLES 47, 48, 49</b>	<b>-</b>	<b>74,000.00</b>		Library, Chamber, Cult. Council		
<b>WASTEWATER SUBSIDY</b>				** WW Enterprise subsidy		
Wastewater Ent Fund subsidy **	1,015,050.00	550,432.00	-45.77%			
<b>TOTAL WASTEWATER SUBSIDY</b>	<b>1,015,050.00</b>	<b>550,432.00</b>	<b>-45.77%</b>	FY25 budget		700,432.00
				less RE transfer \$100k		(100,000.00)
<b>TOTAL ESTIMATED EXPENSES</b>	<b>75,205,295.45</b>	<b>79,559,765.46</b>	<b>5.79%</b>	less User Fees		(50,000.00)
				Net subsidy-salaries & expense		550,432.00
<b>average/shortage</b>	<b>1,199,795.55</b>	<b>237,620.31</b>		FY24 SUBSIDY INCLUDED DEBT EXPENSE		
	(858,742.00)					
	341,053.55					

Article 50- Electronic Voting does not have an amount or funding source. Not included in expenses above.

# **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 *ME*

RE: Change order request from JJS Universal Construction

Date: April 18, 2024

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This memo corresponds to the contract change order request from JJS Universal Construction in the amount of \$5040.00.

JJS Universal Construction was awarded the contract for the Brooks Free Library Roof replacement in 2023. While completing this work in April of 2024, it was discovered that a large portion of the roof decking was rotted and unusable as previously thought.

The roof could not be completed properly without replacing the plywood decking. This work has been completed and the funding is available within the article balances from Annual Town Meeting 2016 and 2021.

I recommend approval of the change order request.

# PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: Sean Libby DEPARTMENT: DPW

FUNDING SOURCE: 2021 ATM Art 16 and ATM Art 16

Appropriated amount: \$238,500.00 Estimated cost: \$ 148,500.00 Actual cost: \$125,040.00

**PROCUREMENT METHOD:**

MGL 149 39M Sealed Bids

**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.*

After stripping the old shingles off the roof, it was discovered that the original decking had a lot of rot and required new plywood decking. The amount quoted is very reasonable and was required in order to complete the repairs and prevent damage.

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

Funds Available: Finance Director: DocuSigned by: Kathleen Barrette Account # 01421A2/621016  
83B11569769A4FD... PO 24028

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



**PCO #**

**JJS Universal Construction  
Company  
63 Airport Road  
Dudley, MA 01571  
Wojciech Sudyka  
508-380-2359**

**Project Location: 739 Main St, Harwich, MA 02645**

**PCO for: plywood overlay**

**36 sheets @ \$140/sheet:           \$5,040.00**

**Total: \$5,040.00**

**4/17/24**

## CONSTRUCTION CONTRACT AGREEMENT

THIS AGREEMENT made this 5th day of September in the year Two Thousand and Twenty Three, between JJS Universal Construction Company with a usual place of business at 1 Par Five Lane, Dudley, MA 01571 hereinafter called the CONTRACTOR, and the Town of Harwich, acting by its Board of Selectmen, with a usual place of business at 732 Street, Harwich, MA, hereinafter called the OWNER.

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

1. Scope of Work

The Contractor shall furnish all labor, materials, equipment and insurance to perform all work required for the project known as the Brooks Free Library Roof Replacement in strict accordance with the Contract Documents and all related Specifications. The said Documents, Drawings and any GENERAL SUPPLEMENTARY CONDITIONS are incorporated herein by reference and are made a part of this Agreement.

2. Contract Price

The Owner shall pay the Contractor for the performance of this Agreement, subject to additions and deductions provided herein, in current funds, the sum of \$120,000.00.

3. Commencement and Completion of Work and Liquidated Damages

It is agreed that time is of the essence of this Agreement. The Contractor shall commence and prosecute the work under this Agreement upon execution hereof and shall complete the work on or before December 31, 2023.

A. Definition of Term: The Term "Substantial completion" shall mean the date certified by

the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the project, or designated portion(s) thereof, for the use for which it is intended.

- B. Time as Essential Condition: It is understood and agreed that the commencement of and substantial 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 Contract Documents wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract Documents 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.
- C. Progress and Completion: Contractor 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 Substantial Completion within the stipulated number of calendar days.
- D. Liquidated Damages: It is expressly agreed between the Contractor and the Owner that the Contractor will be responsible for all damages which may arise due to the Contractor's failure to substantially complete the work within the above specified time. If the Contractor shall neglect, fail or refuse to complete the work within the specified number of days, or any extension thereof authorized by the Owner, Contractor agrees, as a part of the consideration for the execution of this Contract by the Owner, to pay the Owner the amount specified herein, not as a penalty, but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day, excluding Saturdays, Sundays and legal Holidays, that the Contractor shall be in default of

Substantial completion after the date specified in the Agreement. Due to the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, said amount is agreed to be the amount of damages which the Owner would sustain, and said amount shall be retained from time to time by the Owner from current periodic estimates. The amount of liquidated damages shall be two hundred dollars per day.

4. Performance of the Work

- A. **Direction of the Work:** The Contractor shall supervise and direct the Work, using his best skills and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall maintain adequate supervisory personnel at the project site during the performance of the Work. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement.
- B. **Responsibility for the Work:** (1) The Contractor 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 Contractor. This obligation shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the work.
- (2) The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents 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 Contractor.
- C. **Permits and Fees:** Unless otherwise expressly provided, the Contractor shall secure and pay for all permits and fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the

Agreement and which are legally required at the time the bids are received, and the same shall at all times be the property of the Owner and shall be delivered to the Owner upon completion of the Project.

- D. Notices, Compliance With Laws: (1) The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Contractor shall provide the Owner with

reproductions of all permits, licenses and receipts for any fees paid. The Owner represents that it has disclosed to the Contractor all orders and requirements known to the Owner of any public authority particular to this Agreement.

(2) If the Contractor observes that any of the Contract Documents 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) If the Contractor performs any Work which he knows or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility therefor and shall bear all costs attributable thereto.

(4) In the performance of the Work, the Contractor shall comply with all applicable federal, state and local laws and regulations including those relating to workplace and employee safety. The Contractor shall notify the Owner immediately of any conditions at the place of the work which violate said laws and regulations and shall take prompt action to correct and eliminate any such violations.

- E. Project Superintendent: The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The superintendent shall represent the Contractor and all

communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

F. Progress Schedule: The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Owner's information an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

G. Drawings, Specifications and Submittals:

(1) The Contractor shall maintain at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, and "As-Built" Drawings and Specifications in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. These shall be delivered to the Owner upon completion of the Work.

(2) By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

(3) The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Owner's approval of Shop Drawings, Product Data or Samples unless the Contractor has specifically informed the Owner in writing of such deviation at the time of submission and the Owner has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by

the Owner's approval thereof.

(4) The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Owner on previous submittals.

(5) No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the Owner. All such portions of the Work shall be in accordance with approved submittals.

- H. Protection of the Work and Owner's Property: The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Agreement. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury. The Contractor shall clean the work area and restore it to its original condition upon completion of the work.
- I. Quality of the Work: The Contractor shall perform the work in a good, workmanlike manner. The Contractor hereby guarantees that the entire work constructed by him under the Agreement will meet fully all requirements thereof as to quality of workmanship and materials. The Contractor hereby agrees to make at his own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the Contract Documents. The Contractor also agrees to hold the Owner harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work and the Contractor shall be liable to the Owner for the cost thereof.

J. Warranty: The Contractor guarantees to Owner that all materials incorporated into the work will be new unless otherwise specified or agreed. Prior to final payment, the Contractor shall deliver to the Owner all manufacturers' warranties, together with such endorsements or assignments as are necessary to ensure to the Owner the full rights and benefits of such warranties.

5. Affirmative Action/Equal Employment Opportunity

The Contractor is directed to comply with all applicable State Laws, Ordinances, Bylaws, and rules and regulations regarding affirmative action/equal employment opportunity requirements. Failure of the Contractor to comply with any such law, rule or regulation shall constitute grounds for the Owner to terminate the Agreement.

6. Site Information Not Guaranteed; Contractor's Investigation

All information given in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the Owner. All such information is furnished only for the information and convenience of the Contractor 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 encountered during construction will be the same as those indicated in the Contract Documents.

Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state, and local laws, rules, ordinances, and regulations that in any manner may affect costs, progress, or performance of the work. Contractor has made, or has caused to be made, examinations, investigations, and tests and studies of such reports and related data in addition to those referred to in the paragraph above as he deems necessary for the performance of the work at the Contract Price, within the



Contract Time, and in accordance with the other Terms and Conditions of the Contract Documents; and no additional examinations, tests, investigations, reports, and similar data are or will be required by the Contractor for such purposes.

Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the Contract Documents. Contractor has given the Owner written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents, and the resolution thereof by the Owner is acceptable to the Contractor.

It is further agreed and understood that the Contractor shall not use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the Owner, arising from or by reason of any variance which may exist between the information made available and the actual subsurface conditions or other conditions or structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

7. Project Architect or Engineer

There is not a project architect-engineer for this project.

8. Wage Rates

Prevailing Wage Rates as determined by the Commissioner of the Department of Labor and Workforce Development under the provisions of Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. It is the responsibility of the Contractor to provide the Town with certified payrolls and to comply with all requirements of the above-cited statutes.

The schedules of prevailing wage rates are included in the Contract Documents.

9. Payments to the Contractor

Upon receipt from the Contractor of a proper and satisfactory periodic estimate requesting payment of the amount due for the preceding month, the Owner shall have fifteen (30) days to make payment for:

- A. The work performed during the preceding month.
- B. The materials not incorporated in the Work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the Contractor has title, or to which a Subcontractor has title and has authorized the Contractor to transfer title to the Owner.
- C. Less the following retention items:
  - 1. A retention based on an estimate of the fair value of the Owner's claims against the Contractor.
  - 2. A retention for direct payments to Subcontractors, if any, based on demands for same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws.
  - 3. A retention not exceeding five percent (5%) of the approved amount of the periodic payment.
- D. After the receipt of a periodic estimate requesting final payment and within sixty-five (65) days after the Contractor fully completes the Work, or substantially completes the Work so that the value of the Work remaining to be done is, on the estimate of the Owner, less than 1% of the original Contract Price, or substantially completes the Work and the Owner takes possession or occupancy, whichever occurs first, the Owner shall pay the Contractor the entire balance due on the Contract less:

1. A retention based on an estimate of the fair value of the Owner's claims against the Contractor and of the cost of completing the incomplete and unsatisfactory items of work.
2. A retention for direct payments to Subcontractors, if any, based on demands of same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws, or based on the record of payments by the Contractor to the Subcontractors under this Contract if such record of payment indicates that the Contractor has not paid Subcontractors as provided in Section 39F of Chapter 30 of the General Laws.

If the Owner fails to make payment as herein provided, there shall be added to each such payment, daily interest at the rate of 3 percentage points above the rediscount rate than charged by the Federal Reserve Bank of Boston, commencing on the first day after said payment is due, and continuing until the payment is delivered or mailed to the Contractor; provided that no interest shall be due, in any event, on the amount of a periodic estimate for final payment until fifteen (15) days after receipt of such a periodic estimate by the Owner as provided in the first paragraph of this Article. The Contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

The Owner may make changes in any periodic estimate submitted by the Contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, and such changes and any requirements for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided further, that the Owner may, within seven (7) days after receipt, return to the Contractor for correction, any periodic estimate which is not in acceptable form or which contains computations not arithmetically correct, and in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter.

- E. Changes in the Work: No changes in the work covered by the approved Contract Documents shall be made without prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:
- (a) Unit bid prices previously approved.
  - (b) An agreed lump sum.
    - (1) Labor.
    - (2) Materials entering permanently into the work.
    - (3) The ownership or rental cost of construction equipment during the time of use on the extra work.
    - (4) Power and consumable supplies for the operation of power equipment.
    - (5) Wages to be paid.
- F. Claims for Additional Costs: If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Owner written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property. No such claim shall be valid unless so made. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

The Contractor hereby agrees that the Contractor shall have no claim for damages of any

kind against the Town on account of any delay in the commencement or performance of the work and/or any hindrance, delay or suspension of any portion of the work including, but not limited to, any claims or damages on account of having to perform out of sequence work, claims for damages on account of loss of production or other interference with the work whether such delay is caused by the Town or otherwise, except as and to the extent expressly provided under G.L. c.30, §39O in the case of written orders by the Town. The Contractor acknowledges that the Contractor's sole remedy for any such claim will be an extension of time as provided herein.

10. Final Payment, Effect

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

11. Contract Documents

The Contract Documents consist of the following, together with this Agreement:

- Invitation to Bid
- Instructions to Bidders
- This Contract Form
- Bid Form
- Performance Bond
- Payment Bond
- Non-Collusion Certificate
- Tax Compliance Certificate
- Clerk's Certificate of Corporate Vote
- Certificate of Insurance
- General Conditions
- Supplementary General Conditions
- General Requirements

Specifications and Addenda  
Schedule of Prevailing Wages  
(Strike out any inapplicable item)

12. 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.

13. Indemnification

The Contractor 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 acts, errors, or omissions of the Contractor or his employees, agents, subcontractors or representatives.

14. Insurance

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

- 1) General Liability of at least \$1,000,000 Occurrence/\$3,000,000 General Aggregate. The Municipality should be named as an "Additional Insured". Products and Completed Operations should be maintained for

up to 3 years after the completion of the project.

- 2) Automobile Liability (applicable for any contractor who has an automobile operating exposure) of at least \$1,000,000 Bodily Injury and Property Damage per accident. The Municipality should be named as an "Additional Insured".
- 3) Workers' Compensation Insurance as required by law. Include Employers Liability Part B with a limit of \$1,000,000
- 4) Builders' Risk Property Coverage for the full insurable value. It should include "All Risk" insurance for physical loss or damage including theft.
- 5) Property Coverage for materials and services being transported by the contractor, as the Town's Property Contract provides coverage for personal property within 1000 feet of the premises.
- 6) Umbrella Liability of at least \$2,000,000/ occurrence, \$2,000,000/aggregate. The Municipality should be named as an Additional Insured.
- 7) Architects and Engineers Professional Liability (applicable for any architects or engineers involved in the project) of at least \$1,000,000/occurrence, \$3,000,000 aggregate.

Except for Workmen's Compensation, all liability coverage shall name the Town as an additional insured and shall provide for 30 days prior written notice to the Town of any modification or termination of coverage provided thereby. The Contractor shall provide the Owner with appropriate certificate(s) of insurance evidencing compliance with this provision prior to the commencement of any work under this Agreement.

#### 15. 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.

16. 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 Contractor. In the event that the Agreement is terminated pursuant to this subparagraph, the Contractor shall be reimbursed in accordance with the Contract Documents for all Work performed up to the termination date, and for all materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. Payment for material or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to Owner to establish the Owner's title to such material or equipment or otherwise protect the Owner's interests.

17. Miscellaneous

- A. Royalties and Patents: The Contractor shall pay all 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 Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified; but if the Contractor believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner, and thereafter the Owner insists on the use of the design, process or products specified.
  
- B. Assignment: The Contractor shall not assign or transfer any of its rights, duties or



obligations under this Agreement without the written approval of the Owner.

- C. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.
- D. By its signature hereon, the Contractor certifies, 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.

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:  
  
 028F818F022C487...



Wojciech Sudyka President



Printed Name and Title




Approved as to Availability of Funds:

by its Town Administrator Up to \$575,000

DocuSigned by:  
  
 36E65676E18A4AC... (\$ 120,000.00)

Finance Director Contract amount  
 01421A2 / 621016  
 ATM 21 # 16

Town Administrator

CHANGE ORDER REQUEST

PROJECT: Brooks Free Library Roof Replacement

VENDOR: JJS Universal Construction

DATE: April 18, 2024

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DESCRIPTION OF PROJECT:

Replacement of the library roof.

DESCRIPTION OF CHANGE ORDER:

Additional materials required that were not apparent before bidding.

ORIGINAL CONTRACT AMOUNT: \$120,000.000

CHANGE ORDER REQUEST AMOUNT: \$5040.00

TOTAL CONTRACT VALUE: \$125,040.00

FUNDING SOURCE: ATM 2021 Article #16  
ATM 2016 Article #16

Approved by the Select Board

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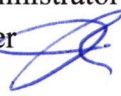
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Town of Harwich  
Harbormaster's Office  
715 Main Street – PO Box 207  
Harwich, MA 02646  
Phone (508) 430-7532  
Fax (508) 430-7535

# Memo

**To:** Chair, Select Board  
**Via:** Joseph F. Powers, Town Administrator  
**From:** John C. Rendon, Harbormaster   
**Date:** April 19, 2024  
**Subject:** Barnstable County Dredge Contracts

Request the Select Board's approval of the attached contracts from Barnstable County to dredge Allen Harbor channel and Wychmere Harbor channel. The approximate yardage to be removed from each channel is based on a pre-dredge survey. The Town recently accepted a state grant for \$50,000 that will help to off-set the cost of the Allen Harbor dredge project. The final cost of each project will be based upon a post-dredge survey, but the estimated total cost for both projects is \$138,000. The balance of projects cost after applying state grant funds is available in the Harbormaster Department operating budget. Dredging is scheduled to start on or about April 22, 2024, and all dredged material will be utilized to nourish several of the Town's public beaches.

Enclosures: (1) Barnstable County Contract – Allen Harbor Channel Dredge Project  
(2) Barnstable County Contract – Wychmere Harbor Channel Dredge Project

Copy: (1) Waterways Committee Chairman

**Intermunicipal Agreement  
Terms and Conditions**

**For the Dredging of the Allen Harbor Approach & Entrance Channel**

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

THIS INTERMUNICIPAL AGREEMENT is made pursuant to General Laws Chapter 40, §4A, this  
10th day of April, 2024 by and between  
the Town of Harwich, 732 Main Street, Harwich, MA 02645

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(Town Name and Address)

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

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

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

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

**Attachment A - Statement of Work**

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

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4. **Time of Performance.**

on or about April 12, 2024

Start Date

on or about April 5, 2024

End Date

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

**6. Payment:**

- A. The Town shall compensate the County for the services rendered at the rate of \$12 per Cubic Yard (e.g., hour, week, quarterly, project, etc.).
- B. In no event shall the County be reimbursed for time other than that spent providing the described service(s).
- C. Payment will be made upon submittal and approval of the County's Invoice(s) that is (are) sent Monthly\_\_\_\_, Quarterly\_\_\_\_, Other X (specify): **upon receipt of the Post-Dredge Survey Plan with final volume calculations.**
- D. Reimbursement for Travel and Other County Expenses:
  - All travel and meals are part of this Agreement. No reimbursement will be made.
  - County will be reimbursed for pre-approved travel in an amount not to exceed \$\_\_\_\_\_. Copies of receipts must be submitted. Any expense claimed by the County for which there is no supporting documentation shall be disallowed.
  - County will be reimbursed for OTHER expenses in an amount not to exceed \$\_\_\_\_\_.
  - OTHER Expenses shall be limited to: \_\_\_\_\_.  
Copies of receipts must be submitted. Any expense claimed by the County for which there is no supporting documentation shall be disallowed.
- E. The total of all payments made against this Agreement and paid to the County shall not exceed: \$120,000.00

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the County and Town have executed this date, April \_\_, 2024.

**FOR THE COUNTY:**

BARNSTABLE COUNTY:

Ron Bergstrom, Chair

  
Date: April 10, 2024

**FOR THE TOWN:**

HARWICH:

Julie Kavanagh, Chair

\_\_\_\_\_  
Date: April \_\_, 2024

## **ATTACHMENT A STATEMENT OF WORK**

### **For The Dredging Of The Allen Harbor Approach & Entrance Channel**

#### **BARNSTABLE COUNTY AGREES:**

1. To do and perform all dredge related work for the Town in accordance with the specifications, drawings, and plans (Attachment B – Pre-Dredge Survey Plan) up to a maximum contract amount of \$120,000.00. This is based on removing up to approximately 10,000 cubic yards of material at \$12.00 per cubic yard and the rough grading of the dredge material.
2. This price includes before and after dredge surveys to be performed by the County. The County warrants that the final surveys are performed for the limited purpose of substantiating dredge volumes and under no conditions should said surveys be utilized to delineate navigable channels.
3. To comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage injury or loss or on dredging or handling of dredge materials.
4. Immediately notify the Town and cease operations whenever the dredging operations exceed by more than 10% of the dredge volume as estimated or whenever situations or conditions are encountered outside the scope of the specifications, drawings, and plans that were not reasonably foreseeable. The parties agree that variations on the scope of 10% more than or less than the proposed scope of work is reasonable due to climatic and coastal changes and that price adjustments shall be made accordingly. The parties further agree that changes more than 10% shall require the parties to adjust this contract in writing pursuant to Article V.
5. Without the prior approval of the Town, the dredge may operate between the hours of 7:00 A.M. and 5:00 P.M, Sunday through Saturday.

#### **THE TOWN OF HARWICH AGREES:**

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



**COUNTY INSURANCE:**

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

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

**WEATHER CONDITIONS:**

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

**PROJECT CLOSEOUT:**

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

## Intermunicipal Agreement Terms and Conditions

### For the Dredging of the Wychmere Harbor Approach & Entrance Channel

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

THIS INTERMUNICIPAL AGREEMENT is made pursuant to General Laws Chapter 40, §4A, this \_\_\_\_ day of April, 2024 by and between:

the Town of Harwich, 732 Main Street, Harwich, MA 02645

(Town Name and Address)

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

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

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

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

#### Attachment A - Statement of Work

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

#### 4. Time of Performance.

on or about April 15, 2024

Start Date

on or about May 5, 2024

End Date

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

**6. Payment:**

- A. The Town shall compensate the County for the services rendered at the rate of \$12 per Cubic Yard (e.g., hour, week, quarterly, project, etc.).
- B. In no event shall the County be reimbursed for time other than that spent providing the described service(s).
- C. Payment will be made upon submittal and approval of the County's Invoice(s) that is (are) sent Monthly\_\_\_\_, Quarterly\_\_\_\_, Other **X** (specify): **upon receipt of the Post-Dredge Survey Plan with final volume calculations.**
- D. Reimbursement for Travel and Other County Expenses:
- All travel and meals are part of this Agreement. No reimbursement will be made.
  - County will be reimbursed for pre-approved travel in an amount not to exceed \$\_\_\_\_\_. Copies of receipts must be submitted. Any expense claimed by the County for which there is no supporting documentation shall be disallowed.
  - County will be reimbursed for OTHER expenses in an amount not to exceed \$\_\_\_\_\_.
  - OTHER Expenses shall be limited to: \_\_\_\_\_.  
Copies of receipts must be submitted. Any expense claimed by the County for which there is no supporting documentation shall be disallowed.
- E. The total of all payments made against this Agreement and paid to the County shall not exceed: \$18,000.00

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the County and Town have executed this date, April \_\_, 2024.

**FOR THE COUNTY:**

**BARNSTABLE COUNTY:**

DocuSigned by:  
Beth Albert, Administrator

B21BA2FA88E24D9...  
Date: April 10, 2024

**FOR THE TOWN:**

**HARWICH:**

Julie Kavanagh, Chair

Date: April , 2024

## **ATTACHMENT A - STATEMENT OF WORK**

### **For The Dredging Of The Wychmere Harbor Approach & Entrance Channel**

#### **BARNSTABLE COUNTY AGREES:**

1. To do and perform all dredge related work for the Town in accordance with the specifications, drawings, and plans (Attachment B – Pre-Dredge Survey Plan) up to a maximum contract amount of \$18,000.00. This is based on removing up to approximately 1,500 cubic yards of material at \$12.00 per cubic yard and the rough grading of the dredge material.
2. This price includes before and after dredge surveys to be performed by the County. The County warrants that the final surveys are performed for the limited purpose of substantiating dredge volumes and under no conditions should said surveys be utilized to delineate navigable channels.
3. To comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage injury or loss or on dredging or handling of dredge materials.
4. Immediately notify the Town and cease operations whenever the dredging operations exceed by more than 10% of the dredge volume as estimated or whenever situations or conditions are encountered outside the scope of the specifications, drawings, and plans that were not reasonably foreseeable. The parties agree that variations on the scope of 10% more than or less than the proposed scope of work is reasonable due to climatic and coastal changes and that price adjustments shall be made accordingly. The parties further agree that changes more than 10% shall require the parties to adjust this contract in writing pursuant to Article V.
5. Without the prior approval of the Town, the dredge may operate between the hours of 7:00 A.M. and 5:00 P.M, Sunday through Saturday.

#### **THE TOWN OF HARWICH AGREES:**

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

**COUNTY INSURANCE:**

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

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

**WEATHER CONDITIONS:**

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

**PROJECT CLOSEOUT:**

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

**OFFICE OF THE TOWN ADMINISTRATOR**

Phone (508) 430-7513

Fax (508) 432-5039

**Joseph F. Powers**, *Town Administrator*


732 MAIN STREET, HARWICH, MA 02645

**Meggan M. Eldredge**, *Assistant Town Administrator*



# MEMO

TO: Select Board  
Joseph F. Powers, Town Administrator

FROM: Meggan Eldredge, Assistant Town Administrator 

DATE: April 16, 2024

RE: Lease Agreement with Seacoast Harley-Davidson

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The Police Department has received the attached Lease Agreement from Seacoast Harley-Davidson for the leased 2022 Harley Davidson motorcycle. The annual lease is in the amount of \$5,000 and requires a signature from the Select Board.

I recommend approval of this lease agreement.





## Seacoast Harley-Davidson

P.O. Box 1740 • 17 Lafayette Road (US Route 1)  
North Hampton, New Hampshire 03862  
Tel: (603) 964-9959 Fax: (603) 964-9942  
[www.seacoastharley.com](http://www.seacoastharley.com)



March 30, 2024

Office of the Chief  
Harwich Police Department  
183 Sisson Road  
Harwich, MA 02645

Dear Chief:

Please review, sign, and return, for our signature, the attached Lease Agreement. A copy of the completed Lease Agreement will be returned to you. The annual lease invoice is also enclosed.

**Note: Proof of Insurance noting Seacoast Harley-Davidson as Loss Payee must be sent to us prior to the delivery of any leased motorcycle.**

If you have any questions or need any changes made to the department's contact or billing information, please contact Brandi Bemis at extension 1199 or Mary Larson at extension 1190.

Sincerely,

Brandi Bemis  
General Manager

*Live Free and Ride™*

**LEASE AGREEMENT**

**LEASE DATE: 6/1/2024**

**LESSOR NAME AND ADDRESS:**

SEACOAST HARLEY-DAVIDSON  
17 LAFAYETTE ROAD  
NORTH HAMPTON, NH 03862

**LESSEE NAME AND ADDRESS:**

HARWICH POLICE DEPARTMENT  
183 SISSON ROAD  
HARWICH, MA 02645

BY SIGNING THIS LEASE AGREEMENT, THE LESSEE LEASES FROM THE LESSOR THE FOLLOWING EQUIPMENT UNDER THE AGREEMENTS IN THIS LEASE AGREEMENT.

**EQUIPMENT DESCRIPTION**

<u>QTY</u>	<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>MOTORCYCLES EQUIPPED WITH:</u>
1	2022	H-D	FLHTP	DEPT. OWNED OR PURCHASED EQUIPT.

VIN #1HD1FMP10NB640180

USE: POLICE

**SECTION 1**

**INSURANCE:** The Lessee shall insure the motorcycle for the term of this Lease Agreement. This insurance will be in the name of the Lessee and shall name the Lessor as certificate holder, for both liability and physical damage insurance. The Policy will include comprehensive, fire, theft with a deductible amount of not more than \$250, and liability insurance with a \$1,000,000.00 combined single limit for bodily injury and property damage. Such insurance shall provide for not less than thirty (30) days written notice of CANCELLATION to both loss Payee and Lessor. If (1) by prior agreement, or, (2) by cancellation of Lessee's insurance, the Lessor has to buy the insurance to comply with the requirements of this section, the Lessee shall pay back to the Lessor the cost of such insurance. The Lessee shall continue to pay lease payments for the vehicle during the term of this Lease Agreement, even in the event, the vehicle is lost, damaged, or destroyed.

If the Department is self-insured, please check box and provide letter stating as such.

**VEHICLE MAINTENANCE AND OPERATING COSTS:** The Lessee will provide and pay for all gas, oil and other necessary fluids for the vehicle, as well as keeping the vehicle in good order and seeing to all needed, but minimum maintenance set forth as follows:

- 1.) Factory scheduled maintenance starting at 1,000 miles; 5,000 miles and every 5,000 miles thereafter in accordance with the recommended factory maintenance schedule program and by a factory authorized Harley-Davidson dealer.  
**Factory scheduled maintenance is included in the cost of the lease.**

The Lessee agrees to have services and/or repairs to the vehicle performed by Seacoast Harley-

Davidson, except in such circumstances as Seacoast Harley-Davidson is unable to perform said services and/or repairs and the Lessee has been so informed. The Lessee shall also be responsible for all damages to the motorcycle not considered normal wear and tear. This will include, but is not limited to, dents in painted parts and concealed damages. At the time of the lease turn-in, the Lessee will be responsible for the replacement of parts that are worn past inspection standards including, without limitation, brakes, tires, etc.

The Lessee shall protect the motorcycle from deterioration other than normal wear and tear, shall use the motorcycle for police related activities only, without abuse, and shall not make modifications, alterations or additions to the motorcycle without written consent of the Lessor. The Lessor shall have the right, during regular business hours to enter upon the premises where the motorcycle is located in order to inspect, observe or otherwise protect the Lessor's interest and the Lessee shall afford them the opportunity to do so.

**RETURN OF THE VEHICLE:** At the end of this Lease Agreement, the Lessee will return the vehicle to Lessor's address shown above or to such other place as the Lessor may direct, unless Lessee purchases the vehicle under the provisions of this Lease Agreement. If Lessee keeps possession of the vehicle past the expiration of the Lease Agreement term, the Lessee shall continue to pay the monthly payments as specified in this Lease Agreement. However, specific arrangement should be made within a (30) thirty-day period. The Lessee shall also pay the Lessor any damages, which the Lessor may be due, because the Lessee failed to return the vehicle or make proper arrangements at Lease Agreement End.

## **SECTION II**

- 1.) **TERM OF LEASE AGREEMENT:**  
June 1, 2024 through May 31, 2025

Total amount of Lease **per unit, per year**, \$5,000.00  
**Factory scheduled maintenance is included.**

- 2.) **PAYMENT SCHEDULE OPTION: (Please check payment option box)**
- |                |                                     |
|----------------|-------------------------------------|
| A. Annual      | \$5,000.00 <input type="checkbox"/> |
| B. Semi-Annual | \$2,500.00 <input type="checkbox"/> |

- 3.) **Terms of Payment** will be acknowledged with the signing of the Lease. Check should be made payable to Seacoast Harley-Davidson and mailed to PO Box 1740, North Hampton NH 03862. Credit card payment of lease will be subject to 3% fee in addition to lease price stated above. Call (603) 964-9959 x1190 to make credit card payment or to obtain ACH payment information.

- 4.) **LATE CHARGE:** The Lessee will pay a late charge on each payment that is not made within ten (10) days of the agreed upon due date. The **late charge** is five percent (5%) of the payment.

### SECTION III

#### TERMINATION:

This Lease Agreement shall terminate when all three of the following have been accomplished:

- 1.) THE LEASE AGREEMENT TERM HAS ENDED.
- 2.) THE VEHICLE HAS BEEN RETURNED.
- 3.) ALL AMOUNTS OWED TO LESSOR HAVE BEEN PAID.

**DEFAULT:** If the Lessee fails to make the payment under this Lease Agreement when it is due, or if the Lessee fails to keep any other agreement in this Lease Agreement, the Lessor may terminate this Lease Agreement and take back the vehicle. The Lessor may go onto the Lessee's property to retake the vehicle. Even if the Lessor retakes the vehicle, the Lessee must still pay at once the monthly payments for the rest of the Lease Agreement Term and any other amounts that the Lessee owes under this Lease Agreement, in excess of what the Lessor would have invested in the equipment at the end of the Lease Agreement Term. The Lessee must also pay all expense paid by the Lessor to enforce the Lessor's right under this Lease Agreement, including reasonable attorney's fees as permitted by the law and damaged caused to the Lessor because of Lessee's default.

**TAXES:** The Lessee will pay all sales, use, excise, and other taxes and all fees and charges that are levied on the vehicle during the term of this Lease Agreement. The Lessee will also pay all taxes that are charged to the Lessor by reason of the Lessor's interest in the vehicle, except for income taxes.

**REGISTRATION:** The vehicle will be registered to the Lessee. The Lessee will be responsible for all registration costs.

**TITLE:** This vehicle will be titled in the name of the Lessor. The Lessee will be responsible for all titling costs.

**VEHICLE USE:** The Lessee will obey all laws in using the vehicle. The Lessee will not, without written permission from Lessor, use the vehicle in a state other than the state where it was first titled and registered for more than thirty (30) days. The Lessee shall be allowed to mark vehicles with vinyl lettering to identify it as a Department vehicle.

**INDEMNITY:** To the extent permitted by law, the Lessee will defend, indemnify and hold harmless the Lessor, its successors and assigns and their respective owners, managers, employees, officers, and agents ("Lessor Indemnified Parties") from any loss or damage to the vehicle or its contents during the term of this Rental Agreement. To the extent permitted by law, the Lessee will also indemnify the Lessor Indemnified Parties from all liabilities, claims, losses, costs and expenses arising out of the leasing, renting, operation, control use, delivery and return of the vehicle including, but not limited to, injuries causing personal injury, property damages and/or death, except for damages resulting from a design fault in the vehicle. The indemnification shall include all costs and expenses, including reasonable attorneys' fees, incurred by Lessor Indemnified Parties in connection with any suits or actions for which Lessor is entitled to indemnification pursuant to this provision. The Lessee will pay all fines imposed on the vehicle during the term of the Lease Agreement. If the Lessee fails to pay the fines and the Lessor pays,

the Lessee will pay the Lessor a \$20.00 administration charge for each time the Lessor must pay a fine, in addition to the fine or penalty imposed.

**GENERAL:** This Lease Agreement sets forth all of the agreements of the Lessor and the Lessee for the Lease Agreement of the vehicle. There is no other Agreement. The only way this Lease Agreement can be changed is by a new Lease Agreement signed by the Lessor. The law that will apply to this Lease Agreement is the last state where Lessor's place of business is, as set forth on the front of this Lease Agreement. The Lessee may not assign or sublease any rights or obligations under this Lease Agreement without the prior written consent of Lessor which may be granted or withheld on Lessor's sole discretion. This Lease Agreement shall be governed by the laws of the State of New Hampshire.

**SEVERABILITY:** If any provision of this Lease Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Lease Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permissible by law.

**WAIVER:** The waiver by either Party of any failure on the part of the other Party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

**NOTICE TO THE LESSEE:** Do not sign this Lease Agreement before you have read it. You will be given a completed copy of this Lease Agreement.

THE LESSEE STATES THAT BY SIGNING THIS LEASE AGREEMENT HE OR SHE HAS BEEN GIVEN A COMPLETED COPY OF THE LEASE AGREEMENT AND NOTICE OF ASSIGNMENT OF THIS LEASE AGREEMENT BY THE LESSOR TO A PARTY OF HIS CHOICE.

**HARWICH POLICE DEPARTMENT  
"LESSEE"**

**DATE:** \_\_\_\_\_

**BY:** \_\_\_\_\_  
**Title** \_\_\_\_\_

THE LESSOR ACCEPTS THIS LEASE AGREEMENT. THE LESSOR ASSIGNS THIS LEASE AGREEMENT TO A PARTY OF ITS OWN CHOOSING UNDER THE ASSIGNMENT SHOWN ON THE COVER PAGE OF THIS LEASE AGREEMENT.

**SEACOAST HARLEY-DAVIDSON  
"LESSOR"**

**DATE:** \_\_\_\_\_

**BY:** \_\_\_\_\_