

TOWN OF DENNIS
SELECT BOARD
JOINT WITH COMMUNITY
PRESERVATION COMMITTEE
MEETING NOTICE



CHRIS LAMBTON
CARLYN CAREY
JAMES PLATH
JOHN TERRIO
PAUL MCCORMICK

March 24, 2026

MEETING NOTES

A) The time frames listed are intended to guide the Select Board in their work. It should be understood that the times are approximate and therefore, may occur earlier than noted; and may be taken out of order.

B) The items listed are those reasonably anticipated by the Chair, which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.

C) As required by Open Meeting Law and Mass. General Law, we are informing you that this meeting will be video and audio recorded, as well as rebroadcast. Anyone intending to video or audio tape this meeting is required to inform the Chair.

This is to formally advise that, as required by G.L. Chapter 30A §§18-25, and pursuant to Chapter 2 of the Acts of 2023, amended on March 28, 2025, **the Dennis Select Board will hold a public meeting joint with the Community Preservation Committee on Tuesday, March 24, 2026 at 4:00pm** in the Stone Hearing Room, Dennis Town Hall, 685 Route 134, South Dennis, MA 02660.

ZOOM Meeting information for alternative public access

To join on a computer: <https://www.zoom.us/join>

When prompted enter meeting ID: 878 003 6813

To join by telephone: call 646-558-8656

AGENDA

I. CALL TO ORDER 4:00PM

II. PUBLIC INFORMATION

III. COMMUNITY PRESENTATION COMMITTEE HEARING 4:30PM

The Dennis Community Preservation Committee will present information on Tuesday, March 24, 2026 at 4:30 P.M. during the Select Board meeting on this date. The purpose is to inform the public of past CPC actions, and hear expressions of community need for uses of the Community Preservation Act funds. At this hearing, the CPC will provide information regarding forms and process. Applications are available now on the Town CPC web page, with a firm submission deadline of Friday, May 1, 2026 at 4:00 P.M. The Committee will then consider all applications and anticipates providing recommendations to Dennis Town Meeting in the Fall of 2026. Written comments may also be sent to the Community Preservation Committee, 685 Route 134, So. Dennis, MA 02660 by mail, or by email using the CPC email link on the Town web page. www.town.dennis.ma.us/community-preservation-committee.

i. Presentation

ii. Review and consider Article 19: Community Preservation Committee Budget

IV. SEASONAL LIQUOR LICENSING AND ENTERTAINMENT RENEWALS 5:00PM

1. Seasonal Liquor Licensing Renewals – see addendum to agenda

2. Seasonal Entertainment License Renewals – see addendum to agenda

V. COMMITTEE REAPPOINTMENTS HEARING 5:15PM

Notice is hereby given that the Dennis Select Board will be reviewing Committee, Commission & Board Member Reappointment Requests at 5:15 P.M. on Tuesday, March 24, 2026. All interested parties are invited to attend and be heard; written comments may be forwarded either by mail to the Select Board Office, 685 Route 134, South Dennis, MA 02660 or by email to dcampbell@town.dennis.ma.us.

1867 West Dennis Graded School House Corcoran Advisory Committee on Disabilities Awad Agricultural Commission Lowell Alternative Energy Advisory Committee Lambdin, SanClemente, Sarli, Solomon Arts and Culture Council Davis Beach Committee Deane, Derman, Goldberg, McAnney, Savicki Board of Assessors Nahas Board of Health Chamberlain Caleb Chase Fund Crowell, Disario, O'Connor Capital Outlay Committee Gierej Caretakers of Veterans Graves Creighton, Mahoney, Murphy, O'Connor Cemetery Advisory Committee Heleen Energy and Climate Resiliency and Sustainability Committee Goheen, Maddamma Community and Economic Development Chamberlain, Stone Community Preservation Act Committee Collins, Stead Conservation Commission Olwell Council on Aging Stevens Dennis Port West Dennis Advancement Brimdyr, Long Donald Trepte Scholarship Disario, McCormick Golf Advisory Committee Hoell Human Services Advisory Committee Caterino, New, Sowpel Jericho Committee Corcoran Josiah Dennis Manse Committee Collins, Raycraft Library Board Abril, Carlson, Harris, Murphy, Wilson Memorial Day Observance Committee Machuga Municipal Affordable Housing Trust Hilts, Winther Old Kings Highway Coppenrath, Holl, Oman Planning Board Eldredge, Hamlin, McGee, Nashawaty Recreation Commission Burke, Cahill, Prue, Stewart Road Safety Taskforce Mooers Shellfish Committee Corna, Drowne, Lowell, Howard Solid Waste and Recycling O'Connor South Dennis Historic District Sarli Tourism Committee Gillstrom, Harrison, Van Tassell Waterways Commission Farrenkopf, Gilrein, Olsen, Popovich Zoning Board of Appeals Chamberlain, Machuga, Stone

VI. FY2027 GENERAL FUND BUDGET

1. FY27 Budget Reconciliation
 - a. Consider voting final FY27 Departmental Operating Budget (See Draft Article 4)
2. Budget Updates and Challenges
 - a. Review and consider Operational Override to fund a portion of the General Fund (See Draft Article 5)

VII. FY2027 SCHOOL BUDGETS

1. Dennis-Yarmouth Regional School District
 - a. Article 9: FY2027 Dennis-Yarmouth Regional School District Assessment and Debt Service
 - b. Article 10: FY2027 Dennis-Yarmouth Regional School District Assessment Override
2. Cape Cod Regional Technical School District
 - a. Article 7: FY2027 Cape Cod Regional Technical High School Assessment and Debt Service
 - b. Article 8: FY2027 Cape Cod Regional Technical High Operating Assessment Override

VIII. BALLOT QUESTIONS

A. Review and consider draft Ballots and Language

1. Shall the Town of Dennis be allowed to assess an additional \$44,147 in real estate and personal property taxes for the purpose of funding a portion of the Cape Cod Regional High School Assessment for the Fiscal Year beginning July 1, 2026?
2. Shall the Town of Dennis be allowed to assess an additional \$348,050 in real estate and personal property taxes for the purpose of funding a portion of the Dennis-Yarmouth Regional School District Assessment for the Fiscal Year beginning July 1, 2026?
3. Shall the Town of Dennis be allowed to assess an additional \$1,707,803 in real estate and personal property taxes for the purpose of funding a portion of the General Fund Operating Budget for the Fiscal Year beginning July 1, 2026?

IX. REVIEW AND CONSIDER ANNUAL TOWN MEETING ARTICLES

- a. Article 3 – FY2026 Budget Supplements
- b. Article 4 - FY2027 Operating Budget
- c. Article 5 - General Fund Operating Budget Override
- d. Article 7 - Cape Cod Regional Technical High School Operating Assessment and Debt Service
- e. Article 8 - Cape Cod Regional Technical High School Operating Assessment Override
- f. Article 9 - Dennis-Yarmouth Regional School District Assessment and Debt Service
- g. Article 10 - Dennis-Yarmouth Regional School District Assessment Override
- h. Article 13 - Capital Outlay - Capital Improvement Fund
- i. Article 14 – Home Rule Petition – Amend Waterways Capital Improvement Fund
- j. Article 15 - General Bylaw Amendment - § 19-13
- k. Article 16 - General Bylaw Amendment - § 19-15 Waterways Capital Improvements Fund
- l. Article 17 - Waterways User Fees
- m. Article 18 – Sesuit Harbor Project Bidding
- n. Article 19 - FY2027 Community Preservation Committee Budget
- o. Article 22 - Collective Bargaining Agreement - ASFCME A
- p. Article 23 - Collective Bargaining Agreement - SEIU A
- q. Article 24 - Collective Bargaining Agreement - SEIU B
- r. Article 25 - Collective Bargaining Agreement - MLDC
- s. Article 26 - Transfer to Reserve Fund from Beach Capital Improvement – Beach Nourishment
- t. Article 30 - Transfer to Other Post-Employment Benefits (OPEB) Trust Fund
- u. Article 31 – Transfer to General Purpose Stabilization Fund
- v. Article 32 - Transfer to Wastewater Stabilization Fund
- w. Article 34 - Acceptance of MGL - Seasonal Community Designation
- x. Article 38 - Owner’s Project Manager (OPM) and Designer Services for Proposed Community Center at 901 Route 134
- y. Article 39 - Easements for Wastewater
- z. Article 40 - Brush Grinder
- aa. Article 41 - Emergency Management

- bb. Article 42 - Supplemental Funding Golf Cart Barn Upgrades for Electric Carts
- cc. Article 43 - West Dennis Beach Project Bidding
- dd. Article 44 - Acceptance of MGL c. 64N, Section 3 – Excise on Retail Sales of Marijuana
- ee. Article 45 - Home Rule Petition – Digital Publication of Legal Notices
- ff. Article 46 - Repair & Maintenance of Town Buildings
- gg. Article 47 - Transfer to Capital Improvement Fund

X. REVIEW AND CONSIDER DRAFT ANNUAL TOWN MEETING WARRANT

XI. ADMINISTRATIVE MATTERS

1. Review and consider extending the Dennis Housing Authority Community Preservation Grant expiration date from December 31, 2027 to December 31, 2028
2. Review and consider appointment of Dennis Housing Authority Tenant
3. Review and consider endorsing amendment to Community Preservation Act Grant Agreement Forward at the Rock, Phase II
4. Review and consider Barnstable County Assembly of Delegates update on Luxury Real Estate Transfer Fee Petition
5. Review and consider request for variance to year-round household shellfish regulations to extend recreational oyster harvest season from March 31, 2026 to April 26, 2026

XII. CONSENT AGENDA

1. Warrant for Payment Summary

XIII. ADJOURN TO EXECUTIVE SESSION

1. **PURSUANT TO M.G.L. C. 30A, SEC. 21(A) REASON #2:** To conduct strategy sessions in preparation for negotiations with nonunion personnel or to conduct collective bargaining sessions or contract negotiations with nonunion personnel.
Collective bargaining – SEIU-A, SEIU-B, AFSCME
2. **PURSUANT TO M.G.L. C. 30A, SEC. 21(A) REASON #3:** To discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares.
National Opioid Litigation

Restaurant / Establishment- Seasonal Malt and Wine + All Alcohol + Entertainment	Address
By The Sea	57 Chase Ave Dennis Port
Cape Playhouse	820 Main Street Dennis
Chapins Bayside	85 Taunton Ave Dennis
Chapins Fish and Chips	228 Lower County Road Dennis Port
Deep End Café	41 Chase Ave Dennis Port
Dennis Yacht Club	4 Harbor Road Dennis
Ebb Tide Restaurant	94 Chase Ave Dennis Port
FIN	800 Main Street Dennis
Joey's Pizzeria	197 Lower County Road Dennis Port
Kream N' Kone	961 Main Street West Dennis
Lighthouse Inn	1 Lighthouse Inn Road W. Dennis
Lune	587 Main Street Dennis Port
Original Seafood Restaurant	527 Main Street Dennis Port
Sailing Cow Deli & Café (The)	170 Old Wharf Road Dennis
South Side Cantina	244 Lower County Road Dennis Port
Summer Shanty Inc.	140 Main Street Dennis
Swan River Restaurant	5 Lower County Road Dennis Port
The Dog House Restaurant	189 Lower County Road Dennis Port
The Restaurant and Pub Next Door	605 Main Street Dennis Port
The Sea View	76 Chase Avenue Dennis
Wee Packet	79 Depot Street Dennis Port
West Dennis Sand Bar	33 Lighthouse Road W. Dennis
Wooden Shoe Restaurant	419 Lower County Road Dennis Port
Package Stores - Seasonal Licenses	Address
Dennis Food & Package Store	894 Rte. 134 South Dennis
Dennis Public Market	653 Main St., Rt 6A Dennis
Northside Liquors	1381 Rte. 134 East Dennis
One Stop	168 Lower County Road Dennis Port
Paradise Liquors	66 School Street West Dennis
Bandera's Market & Deli	238 Lower County Road Dennis Port
Seasonal Entertainment License(s) only:	Address
Campers Haven	184 Old Wharf Road Dennis Port
Cartwheels	11 South Gages Way South Dennis
Holiday Hill	352 Main St. Dennis Port
Holiday Hill Mini-Golf	352 Main St. Dennis Port
Sesuit Harbor Café	377 Sesuit Neck Road Dennis
Sundae School Ice Cream Parlor	381 Lower County Road Dennis Port



**Town of Dennis
Select Board Agenda Fact Sheet
March 24, 2026**

Agenda Item:	Call To Order 4:00pm Public Information
Presenter:	Select Board
Back up information enclosed:	1. Verbal
Proposed Motion:	



**Town of Dennis
Select Board Agenda Fact Sheet
March 24, 2026**

Agenda Item:	Community Preservation Committee Hearing 4:30pm
Presenter:	Kellie Dione, Chair of the Community Preservation Committee
Back up information enclosed:	<ol style="list-style-type: none">1. PowerPoint2. Article 19: Community Preservation Committee Budget
Proposed Motion:	



Town of Dennis Community Preservation Committee

Public Hearing
March 24, 2026

The Town of Dennis Adopted the Provisions of the
Community Preservation Act (Mass General Law 44B (as amended))

on

May 5, 2005

This Statute Provides for up to a
3% Surcharge on Property Taxes

This 3% Surcharge Qualifies for State Matching Funds,
This Year About 20%

Community Preservation Committee Members

Sally Bickford (Dennis Planning Board)

Carlyn Carey (Select Board, Park Commission)

Bill Clark (Dennis Conservation Commission)

Bill Collins (Dennis Historical Commission)

Frank Dahlstrom (At Large Member)

Kellie Dionne (At Large Member) Chair

Chris Foley (At Large Member)

Henry Kelley (At Large Member)

Cynthia Stead (Dennis Housing Authority)

5 applications totalling \$1,447,634 were received by the May 2, 2025 deadline for consideration at Special Town Meeting Of October 21, 2025.

CPC recommended funding for 5 applications,
For a Total of
\$803,434
All Approved by the Voters at STM
As Follows:

Cape Cod Center for the Arts

Preservation and Restoration of the Cape Cinema

\$275,000

Cultural Center of Cape Cod

Restoration of Historic Entrance Columns

\$14,816

(After committee review, and with the agreement of the applicant, the original request of \$19,816 was reduced by \$5,000 to exclude salary support for existing employees)

Yarmouth-Dennis Red Sox Baseball Club

Player Safety Project

\$62,018

Dennis Yarmouth Youth Baseball & Softball League

Restoration of Chapman Baseball Field at Wixon Middle School

\$151,600

(After committee review and with the agreement of the applicant, the original request of \$190,800 was reduced by \$39,200 to exclude work not allowed under the Community Preservation Act.)

Dennis Affordable Housing Trust

Creation and Preservation of Affordable Housing in Dennis

\$300,000

(After committee review the original request of \$930,000 was reduced by \$630,000 since the financial data provided in the application did not support the higher figure.)

Since 2005

121 Grants

27 Grantees

From \$4,000 to \$3,200,000

Median Grant \$62,000

Almost 24 Million Dollars

Total Awards Given

Affordable Housing \$5,113,799

Historic Preservation \$7,284,512

Recreation \$7,054,000

Open Space \$4,540,085

Historic Preservation

54 grants

14 recipients

Cape Center for the Performing Arts, Cultural Center of Cape Cod, Dennis Historical Commission, Dennis Public Library, Dennis Union Church, Dennis Historical Society, Jacob Sears Library, Jericho Historical Center Committee, Liberty Hall, Manse Committee, South Dennis Congregational Church, Swan Lake Cemetery, and Town of Dennis for Cemeteries, the Manse Carleton Hall and Historic records Preservation

Recreation

23 Grants

6 Recipients

Yarmouth-Dennis Baseball Club, Town of Dennis,
Village Improvement Society, DY School District,
Dennis Conservation Land Trust, Cape Cod Senior Softball League

Open Space
11 Grants
3 Recipients

(Friends of Bass River, Town of Dennis,
Dennis Conservation Land Trust)

Affordable Housing

21 grants

7 recipients

(CIVOC, Dennis Housing Authority, DAHT, Forward, Habitat, Housing Assistance Corporation, The Resource Group)

For the 2027 Fiscal Year
CPC has the following available funds:

Open Space and Recreation	\$198,447
Historic Preservation	\$196,252
Community Housing	\$242,047
Undesignated Reserves	\$2,194,356
Total	\$2,830,102

Application Policy

- The CPC acts as public trustees when evaluating applications.
- The public interest is best served when all applications are considered concurrently.
- Such grouping enables the CPC to prioritize all applications simultaneously, and have the greatest range of options for recommendation to Town Meeting.
- It also removes the possible advantage to an out of cycle applicant if there is a greater amount of available funds at some date after regular cycle applications have been settled.

The Community Preservation Committee

Application Policy

- I. In cycle applications must be submitted by the first Friday in May, for funding at the fall Special Town Meeting.

- II. Out of cycle applications may be submitted subject to the following conditions:
 - The application shall set forth in great detail the compelling public necessity as to why it should be taken out of cycle.
 - The committee shall vote yea or nay and may not simply carry it forward to a later date.
 - Applications must be submitted at least 45 days prior to the Select Board's deadline for submittal for inclusion in the warrant

2026 Application Timeline (out of cycle)

- Applications Due January 26, 2026
- The Application Must Set Forth in Great Detail the Compelling Public Necessity for Funding an Application Out of Cycle
- Requires a Positive Vote From CPC to Consider the Application
- For Possible Funding at Annual Town Meeting, May 5, 2026

2026 Application Timeline (in cycle)

- Applications Due May 1, 2026, 4:00 pm
- Review of Applications - May-August
- Recommend Grants to Select Board for Inclusion on the Warrant – September
- Special Town Meeting – Fall 2026

The Community Preservation Committee
Meets the Second and Fourth Thursday of the Month

Meeting Schedules, Agendas and Pending Applications Are
Posted on the Town Website

<http://town.dennis.ma.us>

The Community Preservation Committee
Encourages Groups and Individuals with
Qualifying Projects to Apply for Grants

If you have any question about a possible grant application,
please contact any of the committee members, or email the
committee

townofdenniscpc@gmail.com

Information and Applications are Available at

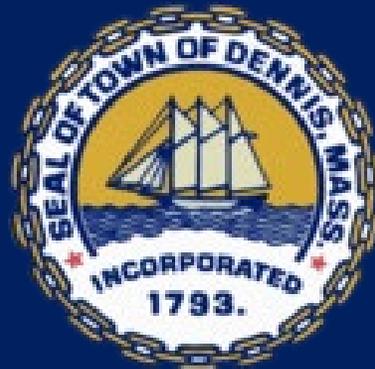
<http://town.dennis.ma.us>

Dennis Town Hall
685 Route 134
South Dennis, MA

508-394-8300

**The Community Preservation Committee
values your interest & enthusiasm.**

**We encourage groups and individuals
with qualifying projects to apply for CPA
funding and look forward to more
significant Grant Awards for the
Town of Dennis in 2026.**



ARTICLE 19

ARTICLE 19: COMMUNITY PRESERVATION COMMITTEE BUDGET

To see if the Town will vote to appropriate or reserve for future spending the following amounts as recommended by the Community Preservation Committee, with each item considered a separate appropriation:

1. Part 1 Reserves:

- A. \$193,101 for Open Space;
- B. \$193,101 for Historic Resources;
- C. \$193,101 for Community Housing;
- D. \$1,151,957 for any CPC purpose

2. Part 2 Other Appropriations:

- A. \$169,750 for Debt Service from Undesignated Fund Balance;
- B. \$30,000 for CPC Administrative Expenses from Undesignated Fund Balance;

Or take any other action relative thereto.

(Community Preservation Committee)

Select Board: Voted X-X-X place and support the article.

Explanation:

Recommended by the Community Preservation Committee X-X-X

As required, the Town annually sets aside funds from revenue into the various CPA categories including 10% for open space/recreation, 10% for historic preservation, 10% for community housing. The remainder is undesignated and can be used for any of the categories. Debt service is the annual payment for projects funded through borrowing.

FY27 Estimated Receipts:

CPA Tax	\$1,631,010 (Estimated at 3% of Levy)
State Match	<u>\$ 300,000</u> (Estimated on FY26 Actual State Match)
Total Estimated Revenue	\$1,931,010

Estimated Reserves for Undesignated Fund Balance \$1,151,957



**Town of Dennis
Select Board Agenda Fact Sheet
March 24, 2026**

Agenda Item:	Seasonal Liquor Licensing and Entertainment Renewals 5:00pm
Presenter:	Select Board
Back up information enclosed:	<ol style="list-style-type: none">1. Memorandums2. Calls for Service
Proposed Motion:	



MEMORANDUM

TO: SELECT BOARD
ELIZABETH SULLIVAN, TOWN ADMINISTRATOR

FROM: KELLY RACE ADMINISTRATIVE ANALYST

DATE: MARCH 18, 2026

SUBJECT: SEASONAL ALL ALCOHOL RESTAURANT, PACKAGE STORE, INNHOLDER
& CLUB RENEWALS 2026

The following Seasonal All Alcohol Restaurant licensees are seeking renewal for 2026 and have submitted the required documentation:

Chapin's Bayside	The Sea View
Chapin's Fish & Chips	South Side Cantina
Ebb Tide Restaurant	Summer Shanty
Joey's Pizzeria	Swan River Restaurant
Kream N' Kone	Wee Packet
The Restaurant and Pub Next Door	West Dennis Sand Bar
Sailing Cow Deli & Café	Wooden Shoe Restaurant

Suggested Motion:

I move to renew the Seasonal All Alcohol Restaurant Licenses for Chapin's Bayside, Chapin's Fish & Chips, Ebb Tide Restaurant, Joey's Pizzeria, Kream N' Kone, Sailing Cow Deli & Café, The Sea View, South Side Cantina, The Restaurant and Pub Next Door, Summer Shanty, Swan River Restaurant, Wee Packet, West Dennis Sand Bar and Wooden Shoe Restaurant until November 30, 2026.

The following Seasonal All Alcohol Package Store licensees are seeking renewal for 2026 and have submitted the required documentation:

Dennis Food & Package Store	Northside Liquors
Dennis Public Market	Paradise Liquors

Suggested Motion:

I move to renew the Seasonal All Alcohol Package Store Licenses for Dennis Food & Package Store, Dennis Public Market, Northside Liquors and Paradise Liquors until November 30, 2026.

The following Seasonal Innholder/Hotel licensees are seeking renewal for 2026 and have submitted the required documentation:

Deep End Café
Lighthouse Inn

By The Sea

Suggested Motion:

I move to renew the Seasonal Innholder / Hotel License for the Deep End Café, Lighthouse Inn, and By the Sea until November 30, 2026.

The following Seasonal Club licensee is seeking renewal for 2026 and have submitted the required documentation:

Dennis Yacht Club

Suggested Motion:

I move to renew the Seasonal Club License for the Dennis Yacht Club until November 30, 2026.



MEMORANDUM

TO: SELECT BOARD
ELIZABETH SULLIVAN, TOWN ADMINISTRATOR

FROM: KELLY RACE, ADMINISTRATIVE ANALYST

DATE: MARCH 18, 2026

SUBJECT: SEASONAL WINE & MALT LICENSE RESTAURANT & PACKAGE STORE
RENEWALS 2026

The following Seasonal Wine & Malt Restaurant On-Premise licensees are requesting renewal for 2026 and have submitted the required renewal paperwork:

Cape Playhouse
The Dog House Restaurant

Original Seafood Restaurant

Suggested Motion:

I move to renew the Seasonal Wine & Malt On-Premise Licenses for Cape Playhouse, The Dog House Restaurant, and Original Seafood Restaurant until November 30, 2026.

The following Seasonal Wine & Malt & Cordial/Liqueur Restaurant On-Premise licensees are requesting renewal for 2026 and have submitted the required renewal paperwork:

Lune

Suggested motion:

I move to approve the Seasonal Wine & Malt & Cordial/Liqueur Restaurant for Lune until November 30, 2026.

The following Wine & Malt Package Store licensees are requesting renewal for 2026 and have submitted the required renewal paperwork:

Bandera's Market & Deli

One Stop

Suggested Motion:

I move to renew the Seasonal Package Store Wine & Malt Licenses for Bandera's Market & Deli and One Stop until November 30, 2026.



MEMORANDUM

TO: SELECT BOARD
ELIZABETH SULLIVAN, TOWN ADMINISTRATOR

FROM: KELLY RACE, ADMINISTRATIVE ANALYST

DATE: MARCH 26, 2026

SUBJECT: SEASONAL WEEKDAY ENTERTAINMENT LICENSE RENEWALS 2026

The following Seasonal Weekday Entertainment licensees are seeking renewal for 2026 and have submitted the required renewal documentation:

Campers Haven	Sesuit Harbor Café
Cape Playhouse	South Side Cantina
Chapin's Bayside	The Restaurant and Pub Next
Chapin's Fish & Chips	Door Summer Shanty
Deep End Café	Sundae School
Dennis Yacht Club	Swan River Restaurant
Lighthouse Inn	West Dennis Sand Bar
Sailing Cow Deli & Café The Sea View	Wooden Shoe Restaurant

Suggested Motion:

I move to renew the Seasonal Weekday Entertainment Licenses for Campers Haven, Cape Playhouse, Chapin's Bayside, Chapin's Fish & Chips, Deep End Café, Dennis Yacht Club, Lighthouse Inn, Sailing Cow Deli & Café, The Sea View, Sesuit Harbor Café, South Side Cantina, Summer Shanty, Sundae School, Swan River Restaurant, West Dennis Sand Bar and Wooden Shoe Restaurant until November 30, 2026.



MEMORANDUM

TO: SELECT BOARD
ELIZABETH SULLIVAN, TOWN ADMINISTRATOR

FROM: KELLY RACE, ADMINISTRATIVE ANALYST

DATE: MARCH 18, 2026

SUBJECT: SEASONAL SUNDAY ENTERTAINMENT LICENSE RENEWALS 2026

The following Seasonal Sunday Entertainment licensees are seeking renewal for 2026 and have submitted the required renewal forms:

Campers Haven
Cape Playhouse
Chapin's Bayside
Chapin's Fish and Chips
Deep End Café
Dennis Yacht Club
Lighthouse Inn
Sailing Cow Deli & Café

The Sea View
Sesuit Harbor Café
South Side Cantina
Summer Shanty
Sundae School
West Dennis Sand Bar

Suggested Motion:

I move to renew the Seasonal Sunday Entertainment Licenses for Campers Haven, Cape Playhouse, Chapin's Bayside, Chapin's Fish & Chips, Deep End Café, Dennis Yacht Club, Lighthouse Inn, Sailing Cow Deli & Café, The Sea View, Sesuit Harbor Café, South Side Cantina, Summer Shanty, Sundae School and West Dennis Sand Bar until November 30, 2026.



MEMORANDUM

TO: BUILDING COMMISSIONER, HEALTH DIRECTOR, TAX COLLECTOR, POLICE CHIEF, FIRE CHIEF

FROM: KELLY RACE, LICENSING CLERK

DATE: FEBRUARY 2, 2026

SUBJECT: SEASONAL LIQUOR LICENSE RENEWALS

Please find enclosed a list of businesses with seasonal alcohol and/or entertainment licenses due for 2026 renewal. Review the list and report any violations or concerns to me by Monday, March 9, 2026.



Signature of Department Head

3/9/2026
Date

I have no objections to the renewals of the attached license.

I have objections to the renewal of the following licenses. (Please attach any necessary documentation.)

D/B/A

Reason

D/B/A

Reason

D/B/A

Reason

D/B/A

Reason



MEMORANDUM

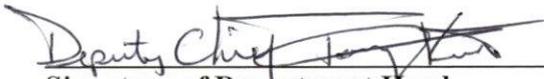
TO: BUILDING COMMISSIONER, HEALTH DIRECTOR, TAX COLLECTOR, POLICE CHIEF, FIRE CHIEF

FROM: KELLY RACE, LICENSING CLERK

DATE: FEBRUARY 2, 2026

SUBJECT: SEASONAL LIQUOR LICENSE RENEWALS

Please find enclosed a list of businesses with seasonal alcohol and/or entertainment licenses due for 2026 renewal. Review the list and report any violations or concerns to me by Monday, March 9, 2026.



Signature of Department Head

2/18/26

Date

I have no objections to the renewals of the attached license.

I have objections to the renewal of the following licenses. (Please attach any necessary documentation.)

_____	_____
D/B/A	Reason
_____	_____
D/B/A	Reason
_____	_____
D/B/A	Reason
_____	_____
D/B/A	Reason

Due 3/9



MEMORANDUM

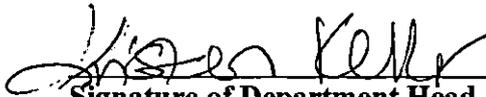
TO: BUILDING COMMISSIONER, HEALTH DIRECTOR, TAX COLLECTOR, POLICE CHIEF, FIRE CHIEF

FROM: KELLY RACE, LICENSING CLERK

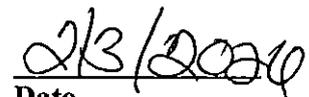
DATE: FEBRUARY 2, 2026

SUBJECT: SEASONAL LIQUOR LICENSE RENEWALS

Please find enclosed a list of businesses with seasonal alcohol and/or entertainment licenses due for 2026 renewal. Review the list and report any violations or concerns to me by Monday, March 9, 2026.



 Signature of Department Head



 Date

I have no objections to the renewals of the attached license.

I have objections to the renewal of the following licenses. (Please attach any necessary documentation.)

 D/B/A Reason

 D/B/A Reason

 D/B/A Reason

 D/B/A Reason



MEMORANDUM

TO: BUILDING COMMISSIONER, HEALTH DIRECTOR, TAX COLLECTOR, POLICE CHIEF, FIRE CHIEF

FROM: KELLY RACE, LICENSING CLERK

DATE: FEBRUARY 2, 2026

SUBJECT: SEASONAL LIQUOR LICENSE RENEWALS

Please find enclosed a list of businesses with seasonal alcohol and/or entertainment licenses due for 2026 renewal. Review the list and report any violations or concerns to me by Monday, March 9, 2026.

CHIEF [Signature]
Signature of Department Head

2/11/26
Date

I have no objections to the renewals of the attached license.

I have objections to the renewal of the following licenses. (Please attach any necessary documentation.)

D/B/A Reason

D/B/A Reason

D/B/A Reason

D/B/A Reason



MEMORANDUM

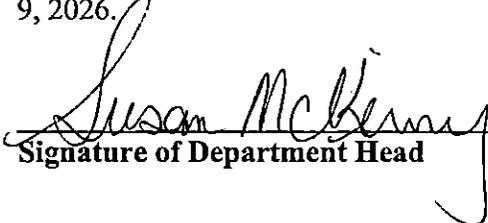
TO: BUILDING COMMISSIONER, HEALTH DIRECTOR, TAX COLLECTOR, POLICE CHIEF, FIRE CHIEF

FROM: KELLY RACE, LICENSING CLERK

DATE: FEBRUARY 2, 2026

SUBJECT: SEASONAL LIQUOR LICENSE RENEWALS

Please find enclosed a list of businesses with seasonal alcohol and/or entertainment licenses due for 2026 renewal. Review the list and report any violations or concerns to me by Monday, March 9, 2026.



Signature of Department Head

3/19/26
Date

I have no objections to the renewals of the attached license.

I have objections to the renewal of the following licenses. (Please attach any necessary documentation.)

D/B/A Reason

D/B/A Reason

D/B/A Reason

D/B/A Reason



DENNIS POLICE DEPARTMENT

John Brady, Chief of Police



To: Chief John Brady
From: Sgt. Ryan Carr
Date: Wednesday, February 11, 2026
Re: Annual License Renewal Report

Chief,

Ptl. Rich Provencher and I had reviewed the monthly reports from the D.P.D. Call Log involving licensed establishments in town. For the calendar year of 2025 to date, including November and December of 2024, a summary of calls is listed below for all licensed establishments, both seasonal and year-round. I have followed up on each of these incidents, as they relate to the service and/or consumption of alcohol, and we see no persistent problematic issues. Calls/reports unrelated to liquor licensing is excluded. For this analysis, IMC database searches were cross-referenced with Deputy Chief Daniels' weekly analysis of the call log.

I am recommending that you consider signing off on the Season Liquor License Renewal form with no objections. Any issues have been addressed, and overall, managers and owners have demonstrated a willingness to work with the police department to remain in compliance with the terms of the liquor license.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Sgt. Ryan Carr".

Sgt. Ryan Carr
OIC, Community Operations Unit

Code Enforcement / Liquor Compliance Checks

June

- 21st at 15 locations (25-94-FI). 7 locations failed compliance check, ABCC also checked in town. I followed up at all locations that failed the sting. We also met with Licensing Board to explain these checks.
- 29th at 7 locations, no follow-up reports listed, no issues.
- Code Enforcement by Sgt. Morris revealed no concerns as far the DPD is concerned.

Licensing Investigations

- There were no extensive investigations regarding liquor licenses this year.

*****Continues next page*****

Calls for Service

Cleat and Anchor (annual)

243 Lower County Rd Dennisport

1 Call for Service

Sunday, July 27, 2025 at 0037 hours

Report Number 25-430-OF

Call Classification: Customer Trouble

Owner called requesting assistance with two uncooperative customers. Officers located the group and spoke to them. All were in agreement that they would not be returning to the establishment.

Chapin's Fish and Chips (aka "The Chip") (seasonal)

228 Lower County Rd Dennisport

3 Calls for Service

Sunday, July 13, 2025 at 0002 hours

Radio Number 25-9492

Call Classification: Suspicious Incident – later determined to be unfounded

Officers responded for an open 911 call where commotion could be heard by dispatch. Phone locator placed the caller at the establishment. All was quiet in the area upon officers' arrival. Large groups observed leaving the area.

Saturday, July 19, 2025 at 0104 hours

Report Number 25-412-OF

Call Classification: Missing Person

Officers responded to a report of an intoxicated and overdue female. Extensive search of the area including use of the DPD Drone was inconclusive. Missing Person reports filed. Female arrived at a neighboring residence naked but eventually made it to her rental property with family. All assistance was refused, no further police action taken due to lack of cooperation.

Friday, June 13, 2025 at 1532 hours

Radio Number 25-6544

Call Classification: Property

Staff turned in a number of confiscated driver's licenses. A number of them turned out to be real. Sgt. went to the establishment to discuss a better, legal procedure for checking/confiscating ID's.

Dennis Yacht Club (seasonal)

4 Harbor Road East Dennis

1 Call for Service

Saturday, July 12, 2025 at 2208 hours

Radio Number 25-9488

Call Classification: Noise Complaint

Usual reporting party called to complain about loud music coming from the Yacht Club. Officers reported all quiet upon arrival and vehicles leaving the area.

Moonfish (annual)

369 Route 28 West Dennis

1 Call for Service

Saturday July 26, 2025 at 0130 Hours

Radio Number 25-10598

Call Classification: Noise Complaint

Neighbor called to complain about the noise in the rear lot of the building. Officers arrived and determined that the noise was a result of the restaurant closing and people talking/starting cars/etc. The lot emptied out and all was quiet.

Sand Bar (seasonal)

33 Lighthouse Road West Dennis

1 Call for Service

Saturday, June 21, 2025 at 0037 hours

Report Number 25-341-OF

Call Classification: Assault

Victim was randomly struck in the head with a wine bottle by an intoxicated patron. Victim was treated on the scene and released, and did not want to cooperate with filing charges. Suspect was highly intoxicated and transported to CCH ER.

Oshea's Olde Inn (annual)

348 Route 28 West Dennis

1 Call for Service

Thursday, June 12, 2025 at 2331 hours

Radio Number 25-6496

Call Classification: Silent 911 Call

Dispatch heard commotion on an open 911 line, tracing to the bar. Officers reported no issues upon arrival.



**Town of Dennis
Select Board Agenda Fact Sheet
March 24, 2026**

Agenda Item:	Committee Reappointment Hearing 5:15pm
Presenter:	Select Board
Back up information enclosed:	<ol style="list-style-type: none">1. Legal Advertisement2. Recommendations for Reappointment3. Suggested Motions for Committee Reappointments for 20264. Memorandum for Members Not Requesting Reappointment5. Memorandum for Members Not Recommended by Chairs
Proposed Motion:	

Town of Dennis

Notice is hereby given that the Dennis Select Board will be reviewing Committee, Commission & Board Member Reappointment Requests at 5:15 PM on Tuesday, March 24, 2026. All interested parties are invited to attend and be heard; written comments may be forwarded either by mail to the Select Board Office, 685 Route 134, South Dennis, MA 02660 or by email to dcampbell@town.dennis.ma.us

1867 West Dennis Graded School House [Corcoran](#) Advisory Committee on Disabilities [Awad](#) Agricultural Commission [Lowell](#) Alternative Energy Advisory Committee [Lambdin](#), [SanClemente](#), [Sarli](#), [Solomon](#) Arts and Culture Council [Davis](#) Beach Committee [Deane](#), [Derman](#), [Goldberg](#), [McAnnenev](#), [Savicki](#) Board of Assessors [Nahas](#) Board of Health [Chamberlain](#) Caleb Chase Fund [Crowell](#), [Disario](#), [O'Connor](#) Capital Outlay Committee [Gierej](#) Caretakers of Veterans Graves [Creighton](#), [Mahoney](#), [Murphy](#), [O'Connor](#) Cemetery Advisory Committee [Heleen](#) Energy and Climate Resiliency and Sustainability Committee [Goheen](#), [Maddamma](#) Community and Economic Development [Chamberlain](#), [Stone](#) Community Preservation Act Committee [Collins](#), [Stead](#) Conservation Commission [Olwell](#) Council on Aging [Stevens](#) Dennis Port West Dennis Advancement [Brimdyr](#), [Long](#) Donald Trepte Scholarship [Disario](#), [McCormick](#) Golf Advisory Committee [Hoell](#) Human Services Advisory Committee [Caterino](#), [New](#), [Sowpel](#) Jericho Committee [Corcoran](#) Josiah Dennis Manse Committee [Collins](#), [Raycraft](#) Library Board [Abril](#), [Carlson](#), [Harris](#), [Murphy](#), [Wilson](#) Memorial Day Observance Committee [Machuga](#) Municipal Affordable Housing Trust [Hilts](#), [Winther](#) Old Kings Highway [Coppenrath](#), [Holl](#), [Oman](#) Planning Board [Eldredge](#), [Hamlin](#), [McGee](#), [Nashawaty](#) Recreation Commission [Burke](#), [Cahill](#), [Prue](#), [Stewart](#) Road Safety Taskforce [Mooers](#) Shellfish Committee [Corna](#), [Drowne](#), [Lowell](#), [Howard](#) Solid Waste and Recycling [O'Connor](#) South Dennis Historic District [Sarli](#) Tourism Committee [Gillstrom](#), [Harrison](#), [Van Tassell](#) Waterways Commission [Farrenkopf](#), [Gilrein](#), [Olsen](#), [Popovich](#) Zoning Board of Appeals [Chamberlain](#), [Machuga](#), [Stone](#)



Town of Dennis, MA
Board of Selectmen
Recommendations for Reappointment

1867 West Dennis Graded School House				Total # Mtgs	<i>no info</i>	List Returned?
Name	Mbr Term	Alt Term	Requested Reapp.	Membership	Type	Office
Corcoran, Patricia (ID-164)	3	0	Term	Active	Member	Co-Chair

Advisory Committee on Disabilities				Total # Mtgs	<i>no info</i>	List Returned?
Name	Mbr Term	Alt Term	Requested Reapp.	Membership	Type	Office
Awad, Hussam (ID-022)	3	1	Term (8 mtgs)	Appointed	Member	No Office

Agricultural Commission				Total # Mtgs	<i>no info</i>	List Returned?
Name	Mbr Term	Alt Term	Requested Reapp.	Membership	Type	Office
Lowell, John (ID-508)	3	0	Term (0 mtgs)	Active	Member	Chair

Alternative Energy Advisory Committee				Total # Mtgs	<i>no info</i>	List Returned?
Name	Mbr Term	Alt Term	Requested Reapp.	Membership	Type	Office
Lambdin, Mark (ID-1035)	3	2	(12 mtgs)	Active	Member	No Office
SanClemente, David (ID-	3	2	(9 mtgs)	Active	Member	No Office
Sarli, Michael (ID-731)	3	2	Term (14 mtgs)	Active	Member	Chair
Solomon, Carolyn (ID-1060)	3	2	(9 mtgs)	Active	Member	No Office

Arts and Culture Council				Total # Mtgs	<i>no info</i>	List Returned?
Name	Mbr Term	Alt Term	Requested Reapp.	Membership	Type	Office
Davis, Mary (ID-1248)	3	0		Active	Member	No Office

Beach Committee				Total # Mtgs	<i>no info</i>	List Returned?	<input type="checkbox"/>
Name	Mbr Term	Alt Term	Requested Reapp.	Membership	Type	Office	
Deane, Sharon (ID-890)	3	1	(1 mtgs)	Active	Member	No Office	
Derman, Jane (ID-1139)	3	1	(1 mtgs)	Active	Member	No Office	
Goldberg, Marc (ID-1093)	3	1	(1 mtgs)	Active	Alternate	No Office	
McAnney, Maureen (ID-	3	1		Active	Alternate	No Office	
Savicki, Helene (ID-733)	3	1	Term (1 mtgs)	Active	Member	No Office	

Board of Assessors				Total # Mtgs	<i>no info</i>	List Returned?	<input type="checkbox"/>
Name	Mbr Term	Alt Term	Requested Reapp.	Membership	Type	Office	
Nahas, Jon (ID-1241)	3	0		Active	Member	No Office	

Board of Health				Total # Mtgs	<i>no info</i>	List Returned?	<input type="checkbox"/>
Name	Mbr Term	Alt Term	Requested Reapp.	Membership	Type	Office	
Chamberlain, Diane (ID-125)	3	0	Term	Active	Member	No Office	

Caleb Chase Fund				Total # Mtgs	<i>no info</i>	List Returned?	<input type="checkbox"/>
Name	Mbr Term	Alt Term	Requested Reapp.	Membership	Type	Office	
Crowell, Joshua (ID-178)	1	0	Yes (0 mtgs)	Appointed	Member	No Office	
Disario, Mary (ID-934)	1	0	Term (1 mtgs)	Appointed	Member	Chair	
O'Connor, Michael (ID-1088)	1	0		Appointed	Member	No Office	

Capital Outlay Committee				Total # Mtgs	<i>no info</i>	List Returned?	<input type="checkbox"/>
Name	Mbr Term	Alt Term	Requested Reapp.	Membership	Type	Office	
Gierej, Susan (ID-1201)	3	0		Active	Member	No Office	

Caretakers of Veterans Graves				Total # Mtgs	<i>no info</i>	List Returned?	<input type="checkbox"/>
Name	Mbr Term	Alt Term	Requested Reapp.	Membership	Type	Office	
Creighton, William (ID-171)	1	0	Yes (0 mtgs)	Appointed	Member	No Office	
Mahoney, Michael (ID-522)	1	0	Yes (0 mtgs)	Appointed	Member	No Office	
Murphy, John (ID-967)	1	0	Yes (0 mtgs)	Active	Member	Chair	
O'Connor, Michael (ID-1088)	1	0		Appointed	Member	No Office	

Cemetery Advisory Committee				Total # Mtgs	<i>no info</i>	List Returned?	<input type="checkbox"/>
Name	Mbr Term	Alt Term	Requested Reapp.	Membership	Type	Office	
Heleen, Bonilyn (ID-376)	3	0	Term (9 mtgs)	Active	Member	No Office	

Climate & Coastal Resiliency Advisory				Total # Mtgs	<i>no info</i>	List Returned?	<input type="checkbox"/>
Name	Mbr Term	Alt Term	Requested Reapp.	Membership	Type	Office	
Goheen, Shannon (ID-1149)	3			Appointed	Member	No Office	
Maddamma, Richard (ID-	3			Active	Member	Chair	

Community Preservation Act Committee				Total # Mtgs	<i>no info</i>	List Returned?	<input type="checkbox"/>
Name	Mbr Term	Alt Term	Requested Reapp.	Membership	Type	Office	
Collins, William (ID-1028)	3	0		Active	Representati	No Office	

Community and Economic Development				Total # Mtgs	<i>no info</i>	List Returned?	<input type="checkbox"/>
Name	Mbr Term	Alt Term	Requested Reapp.	Membership	Type	Office	
Chamberlain, Daniel (ID-	3		Term (5 mtgs)	Appointed	Member	No Office	
Stone, Greg (ID-779)	3		Term (5 mtgs)	Active	Member	Chair	

Conservation Commission				Total # Mtgs	<i>no info</i>	List Returned?	<input type="checkbox"/>
Name	Mbr Term	Alt Term	Requested Reapp.	Membership	Type	Office	
Olwell, Georgiana (ID-632)	3	0	Term (21 mtgs)	Appointed	Member	Secretary	

Council on Aging				Total # Mtgs	no info	List Returned?
Name	Mbr Term	Alt Term	Requested Reapp.	Membership	Type	Office
Stevens, Jane (ID-895)	3	1	Yes (3 mtgs)	Active	Alternate	No Office

Dennis Port West Dennis Advancement				Total # Mtgs	no info	List Returned?
Name	Mbr Term	Alt Term	Requested Reapp.	Membership	Type	Office
Brimdyr, Joshua (ID-1301)	3	1		Appointed	Alternate	No Office
Long, Tracy (ID-1255)	3	1		Active	Member	No Office

Donald Trepte Memorial Scholarship				Total # Mtgs	no info	List Returned?
Name	Mbr Term	Alt Term	Requested Reapp.	Membership	Type	Office
Disario, Mary (ID-934)	3	0	Term	Appointed	Member	No Office
McCormick, Margaret (ID-	3	0	Term	Active	Member	No Office

Golf Advisory Committee				Total # Mtgs	no info	List Returned?
Name	Mbr Term	Alt Term	Requested Reapp.	Membership	Type	Office
Hoell, Catherine (ID-1312)	1	2		Active	Alternate	No Office

Human Services Advisory Committee				Total # Mtgs	no info	List Returned?
Name	Mbr Term	Alt Term	Requested Reapp.	Membership	Type	Office
Caterino, Kristina (ID-1174)	1	0		Active	Member	No Office
New, John (ID-1105)	1	0	Yes (0 mtgs)	Active	Member	No Office
Sowpel, George (ID-770)	1	0	Yes (0 mtgs)	Active	Member	No Office

Jericho Committee				Total # Mtgs	no info	List Returned?
Name	Mbr Term	Alt Term	Requested Reapp.	Membership	Type	Office
Corcoran, Patricia (ID-164)	3	0	Term (6 mtgs)	Active	Member	Secretary

Josiah Dennis Manse Committee				Total # Mtgs	<i>no info</i>	List Returned?
Name	Mbr Term	Alt Term	Requested Reapp.	Membership	Type	Office
Collins, William (ID-1028)	3	0		Active	Member	No Office
Raycraft, Mary (ID-685)	3	0	Term (9 mtgs)	Active	Member	No Office

Library Board				Total # Mtgs	<i>no info</i>	List Returned?
Name	Mbr Term	Alt Term	Requested Reapp.	Membership	Type	Office
Abril, Susan (ID-1159)	3	1		Active	Alternate	No Office
Carlson, Lynn (ID-1077)	3	1	Yes	Active	Member	No Office
Harris, Flo (ID-1166)	3	1		Active	Member	No Office
Murphy, Eileen (ID-1127)	3	1		Active	Member	No Office
Wilson, Nancy (ID-1041)	3	1	No (2 mtgs)	Active	Member	No Office

Memorial Day Observance/Parade				Total # Mtgs	<i>no info</i>	List Returned?
Name	Mbr Term	Alt Term	Requested Reapp.	Membership	Type	Office
Machuga, Sharon (ID-1287)	3	0		Active	Member	No Office

Municipal Affordable Housing Trust				Total # Mtgs	<i>no info</i>	List Returned?
Name	Mbr Term	Alt Term	Requested Reapp.	Membership	Type	Office
Hilts, Kayla (ID-1108)	2	0	Yes (4 mtgs)	Appointed	Member	No Office
Winther, David (ID-1067)	2	0	Yes (10 mtgs)	Active	Member	Treasurer

Old Kings Highway Regional Historic				Total # Mtgs	<i>no info</i>	List Returned?
Name	Mbr Term	Alt Term	Requested Reapp.	Membership	Type	Office
Coppenrath, Justine (ID-)	4	1		Active	Member	No Office
Oman, Eric (ID-633)	4	1		Active	Alternate	No Office

Planning Board				Total # Mtgs	<i>no info</i>	List Returned?	<input type="checkbox"/>
Name	Mbr Term	Alt Term	Requested Reapp.	Membership	Type	Office	
Eldredge, Jeff (ID-263)	3	1	Yes (9 mtgs)	Active	Member	Chair	
Hamlin, Richard (ID-1076)	3	1		Active	Member	No Office	
McGee, Michael (ID-1319)	3	1		Active	Alternate	No Office	
Nashawaty, Elizabeth (ID-	3	1		Active	Alternate	No Office	

Recreation Commission				Total # Mtgs	<i>no info</i>	List Returned?	<input type="checkbox"/>
Name	Mbr Term	Alt Term	Requested Reapp.	Membership	Type	Office	
Burke, Linda (ID-1033)	3	1	Yes (9 mtgs)	Active	Member	No Office	
Cahill, Marta (ID-1155)	3	1		Active	Alternate	No Office	
Prue, Paul (ID-1165)	3	1		Active	Member	No Office	
Stewart, Ford (ID-1280)	3	1		Active	Alternate	No Office	

Road Safety Taskforce				Total # Mtgs	<i>no info</i>	List Returned?	<input type="checkbox"/>
Name	Mbr Term	Alt Term	Requested Reapp.	Membership	Type	Office	
Mooers, Connie (ID-584)	3	2	Yes (3 mtgs)	Active	Member	No Office	

Shellfish Committee				Total # Mtgs	<i>no info</i>	List Returned?	<input type="checkbox"/>
Name	Mbr Term	Alt Term	Requested Reapp.	Membership	Type	Office	
Corna, Jeremy (ID-1196)	1	1		Appointed	Alternate	No Office	
Drowne, Steve (ID-879)	1	1	Yes (8 mtgs)	Active	Member	No Office	
Howard, Carl (ID-395)	1	1	Term (9 mtgs)	Active	Member	No Office	
Lowell, John (ID-508)	1	1	Yes (7 mtgs)	Active	Member	No Office	

Solid Waste and Recycling				Total # Mtgs	<i>no info</i>	List Returned?	<input type="checkbox"/>
Name	Mbr Term	Alt Term	Requested Reapp.	Membership	Type	Office	
O'Connor, Joseph (ID-1252)	3	1		Active	Member	Vice Chair	

South Dennis Historic District				Total # Mtgs	<i>no info</i>	List Returned?
Name	Mbr Term	Alt Term	Requested Reapp.	Membership	Type	Office
Sarli, Michael (ID-731)	3	1	Term (11 mtgs)	Active	Member	Chair

Tourism Committee				Total # Mtgs	<i>no info</i>	List Returned?
Name	Mbr Term	Alt Term	Requested Reapp.	Membership	Type	Office
Gilstrom, Christine (ID-1217)	3	3		Active	Alternate	No Office
Harrison, Lucinda (ID-368)	3	3	Term (3 mtgs)	Appointed	Member	No Office
VanTassell, Ken (ID-877)	3	3	Term (3 mtgs)	Active	Member	No Office

Waterways Commission				Total # Mtgs	<i>no info</i>	List Returned?
Name	Mbr Term	Alt Term	Requested Reapp.	Membership	Type	Office
Farrenkopf, Richard (ID-286)	3	1	Term (4 mtgs)	Active	Member	Clerk
Gilrein, James (ID-1230)	3	1		Active	Member	No Office
Olsen, Nathaniel (ID-1232)	3	1		Appointed	Alternate	No Office
Popovich, Daniel (ID-1137)	3	1	(2 mtgs)	Active	Member	No Office

Zoning Board of Appeals				Total # Mtgs	<i>no info</i>	List Returned?
Name	Mbr Term	Alt Term	Requested Reapp.	Membership	Type	Office
Chamberlain, Daniel (ID-	5	1		Active	Member	No Office
Machuga, Sharon (ID-1287)	5	1		Active	Alternate	No Office
Stone, Greg (ID-779)	5	1	Yes (1 mtgs)	Active	Alternate	No Office

SUGGESTED MOTIONS FOR COMMITTEE REAPPOINTMENTS FOR 2026

I move to reappoint *Patricia Corcoran* to the *1867 West Dennis Graded School House Committee* as a Full-Term Member with a 3 Year Term to expire *March 31, 2029*.

I move to reappoint *Hussam Awad* to the *Advisory on Disabilities* as a Full-Term Member for a 3 Year Term to expire *March 31, 2029*.

I move to reappoint *John Lowell* to the *Agricultural Commission* as a Full-Term Member for a 3 Year Term to expire *March 31, 2029*.

I move to reappoint *Mark Lambdin, David SanClemente, Michael Sarli* and *Carolyn Solomon* to the *Alternative Energy Advisory Committee* as Full-Term Members for 3 Year Terms to expire *March 31, 2029*.

I move to reappoint *Mary Davis* to the *Arts and Culture Council* as a Full-Term Member for a 3 Year Term to expire *March 31, 2029*.

I move to reappoint *Sharon Deane, Jane Derman* and *Helene Savicki* to the *Beach Committee* as Full-Term Members with 3 Year Terms to expire *March 31, 2029*; and to reappoint *Marc Goldberg* and *Maureen McAnney* as Alternate Members for 1 Year Terms to expire *March 31, 2027*.

I move to reappoint *Jon Nahas* to the *Board of Assessors* as a Full-Term Member for a 3 Year Term to expire *March 31, 2029*.

I move to reappoint *Diane Chamberlain* to the *Board of Health* as a Full-Term Member for a 3 Year Term to expire *March 31, 2029*.

I move to reappoint *Joshua Crowell, Mary Disario* and *Michael O'Connor* to the *Caleb Chase Fund* as a Full-Term Member for 1 Year Terms to expire *March 31, 2027*.

I move to reappoint *Susan Gierej* to the *Capital Outlay Committee* as a Full-Term Member for a 3 Year Term to expire *March 31, 2029*.

I move to reappoint *William Creighton, Michael Mahoney, John Murphy* and *Michael O'Connor* to the *Caretakers of Veterans Graves* as Full-Term Members for 1 Year Terms to expire *March 31, 2027*.

I move to reappoint *Bonilyn Heleen* to the *Cemetery Advisory Committee* as a Full-Term Member for a 3 Year Term to expire *March 31, 2029*.

I move to reappoint *Daniel Chamberlain* and *Greg Stone* to the *Community and Economic Development Committee* as Full-Term Members for 3 Year Terms to expire *March 31, 2029*.

I move to reappoint *William Collins* to the *Community Preservation Act Committee* as a Full-Term Member for a 3 Year Term to expire *March 31, 2029*.

I move to reappoint *Georgiana Olwell* to the *Conservation Commission* as a Full-Term Member for a 3 Year Term to expire *March 31, 2029*.

I move to reappoint *Jane Stevens* to the Council on Aging as an Alternate Member for a 1 Year Term to expire *March 31, 2027*.

I move to reappoint *Tracy Long* to the *Dennis Port West Dennis Advancement Committee* as a Full-Term Member for a 3 Year Term to expire *March 31, 2029*; and to reappoint *Joshua Brimdyr* as an Alternate Member for a 1 Year Term to expire *March 31, 2027*.

I move to reappoint *Mary Disario* and *Margaret McCormick* to the *Donald Trepte Scholarship Committee* for 3 Year Terms to expire *March 31, 2029*.

I move to reappoint *Shannon Goheen* and *Richard Maddamma* to the *Energy and Climate Resiliency and Sustainability Committee* as Full-Term Members for 3 Year Terms to expire *March 31, 2029*.

I move to reappoint *Catherine Hoell* to the *Golf Advisory Committee* as an Alternate Member for a 2 Year Term to expire *March 31, 2028*.

I move to reappoint *Kristina Caterino*, *John New* and *George Sowpel* to the *Human Services Advisory Committee* as Full-Term Members for 1 Year Terms to expire *March 31, 2027*.

I move to reappoint *Patricia Corcoran* to the *Jericho Committee* as a Full-Term Member for a 3 Year Term to expire *March 31, 2029*.

I move to reappoint *William Collins* and *Mary Raycraft* to the *Josiah Dennis Manse Committee* as Full-Term Members for 3 Year Terms to expire *March 31, 2029*.

I move to reappoint *Lynn Carlson*, *Flo Harris*, *Eileen Murphy* and *Nancy Wilson* to the *Library Board* as Full-Term Members for 3 Year Terms to expire *March 31, 2029*; and to reappoint *Susan Abril* as an Alternate Member for a 1 Year Term to expire *March 31, 2027*.

I move to reappoint *Sharon Machuga* to the *Memorial Day Observance Committee* as a Full-Term Member for a 3 Year Term to expire *March 31, 2029*.

I move to reappoint *Kayla Hilts* and *David Winther* to the *Municipal Affordable Housing Trust* as Full-Term Members for 2 Year Terms to expire *March 31, 2028*.

I move to reappoint *Justine Coppentrath* to the *Old Kings Highway* as a Full-Term Member for a 1 Year Term to expire *March 31, 2027*; and to reappoint *Eric Oman* as an Alternate Member for a 1 Year Term to expire *March 31, 2027*.

I move to reappoint *Jeff Eldredge* and *Richard Hamlin* to the *Planning Board* as Full-Term Members with 3 Year Term to expire *March 31, 2029*; and to reappoint *Elizabeth Nashawaty* and *Michael McGee* as Alternate Members with 1 Year Terms to expire *March 31, 2027*.

I move to reappoint *Linda Burke* and *Paul Prue* to the *Recreation Commission* as Full-Term Members for 3 Year Terms to expire *March 31, 2029*; and to reappoint *Marta Cahill* and *Ford Stewart* as Alternate Members for 1 Year Terms to expire *March 31, 2027*.

I move to reappoint *Connie Mooers* to the *Road Safety Taskforce* as a Full-Term Member for a 3 Year Term to expire *March 31, 2029*.

I move to reappoint *Carl Howard* to the *Shellfish Committee* as a Full-Term Member for a 2 Year Term to expire *March 31, 2028*; to reappoint *Steve Drowne* and *John Lowell* as Full-Term Members for 1 Year Terms to expire *March 31, 2027*; and to reappoint *Jeremy Corna* as an Alternate Member for a 1 Year Term to expire *March 31, 2027*.

I move to reappoint *Joseph O'Connor* to the *Solid Waste and Recycling Committee* as a Full-Term Member for a 3 Year Term to expire *March 31, 2029*.

I move to reappoint *Michael Sarli* to the *South Dennis Historic District* as a Full-Term Member for a 3 Year Term to expire *March 31, 2029*.

I move to reappoint *Lucinda Harrison* and *Ken VanTassell* to the *Tourism Committee* as a Full-Term Member for a 3 Year Term to expire *March 31, 2029*; and to reappoint *Christine Gillstrom* as an Alternate Member for a 3 Year Term to expire *March 31, 2029*.

I move to reappoint *Richard Farrenkopf*, *James Gilrein* and *Daniel Popovich* to the *Waterways Commission* as Full-Term Members for 3 Year Terms to expire *March 31, 2029*; and to reappoint *Nathaniel Olsen* as an Alternate Member for a 1 Year Term to expire *March 31, 2027*.

I move to reappoint *Daniel Chamberlain* to the *Zoning Board of Appeals* as a Full-Term Member for a 3 Year Term to expire *March 31, 2029*; and to reappoint *Sharon Machuga* and *Greg Stone* as Alternate Members for 1 Year Terms to expire *March 31, 2027*.



MEMORANDUM

TO: SELECT BOARD

FROM: DELANEY CAMPBELL

DATE: MARCH 6, 2026

SUBJECT: COMMITTEE REAPPOINTMENTS – MEMBERS NOT REQUESTING REAPPOINTMENT

The following Board and Committee members have submitted documentation indicating that they do not wish to be considered for reappointment for an additional term:

- Patricia Barnes, Art and Culture Council
- Richard Sayers, Caretakers of Veterans Graves
- Henry Kelley, Community Preservation Act Committee
- Gary Barber, Council on Aging
- Joshua Mason, Municipal Affordable Housing Trust
- John Carrier, Shellfish Committee
- Dorria DiManno, Zoning By-Law Study Committee



MEMORANDUM

TO: SELECT BOARD

FROM: DELANEY CAMPBELL

DATE: MARCH 6, 2026

SUBJECT: COMMITTEE REAPPOINTMENTS – MEMBERS NOT RECOMMENDED BY CHAIRS

The following Board and Committee Chairs submitted paperwork not recommending these members to be reappointed for another term:

- Joseph Saia, Advisory Committee on Disabilities
- Mark Lambin, Road Safety Taskforce



**Town of Dennis
Select Board Agenda Fact Sheet
March 24, 2026**

Agenda Item:	FY2027 General Fund Budget School Budgets Ballots
Presenter:	Select Board & Administration
Back up information enclosed:	
Proposed Motion:	

FY2027 DEPARTMENTAL OPERATING BUDGET CHANGES

Department		Original	Increase(Decrease)	Revised
Total 12/9/2025	Proposed Budget Approved by SB 12/9/2025		52,324,892.00	
155 MIS	Personnel Budget typo	1,000,257.00	(1,000.00)	999,257.00
193 Property & Liability Insurance	MIIA final estimate less than budget placeholder	1,065,750.00	(90,800.00)	974,950.00
210 Police	School Resource Officer Ezra Baker School	8,214,358.00	68,927.00	8,283,285.00
220 Fire	Increase in BCSO Dispatch Fee Assessment for FY27	7,237,221.00	76,559.00	7,884,580.00
	IAFF FY2027 Contractual Increases		570,800.00	
510 Health	Health Salaries decrease for vacancy	563,681.00	(3,518.00)	560,163.00
543 Veterans	Veterans Budget per letter 2/6/26	244,732.00	1,211.00	245,943.00
710 Long Term Debt Principal	Wastewater Phase 1	3,450,000.00	141,667.00	3,591,667.00
751 Long Term Debt Interest	Wastewater Phase 1	910,675.00	62,334.00	973,009.00
910 Benefits	Retirement & Health Insurance	10,398,128.00	(193,435.00)	9,904,693.00
	Remove OPEB funding (fund in an article)		(300,000.00)	
Total Increase			332,745.00	
Revised Total 3/24/26	SB Approved Total Departmental Operating Budget 3/24/26		52,657,637.00	



MEMORANDUM

TO: SELECT BOARD
FINANCE COMMITTEE

FROM: ELIZABETH SULLIVAN, TOWN ADMINISTRATOR *E. Sullivan*

DATE: MARCH 19, 2026

SUBJECT: FY27 BUDGET UPDATE FOR MARCH 24, 2026 SELECT BOARD MEETING

Introduction, Budget Process to date

As you know, in planning the FY2027 budget, the Board has held several budget review meetings including; December 2nd and December 9th and most recently you received presentations by both the DYRSD and Cape Cod Tech School on the respective school assessments at your joint Board meeting held on March 12, 2025.

Throughout this process we work with preliminary numbers for certain functions of government which impact several categories. As you are aware, over the last several months these projected amounts have changed from projections to firm known numbers including but not limited to; Cape Cod Municipal Health Group Health Insurance, MIIA Property & Liability Insurance, Contract settlements as well as several other line items.

The Challenge for FY27 and beyond (this is not sustainable)

- Expenditures are increasing at a rate that exceeds revenue collections
- Costs of services and deferred maintenance are competing with rising fixed costs, inflation, and collective bargaining pressures
- Limited new growth on the horizon
- Increasing demand for municipal services
- School Assessments exceed what the Town has budgeted; both schools have settled contracts and have many of the same increased costs as the Town
- These issues combined with the constraints of Proposition 2 ½ point to the need for an operating override as well as overrides for both schools

FY2027 BUDGET DEFICITS

Town General Fund

The FY27 operating budget is in deficit after \$768,454 in identified cuts to date. The Select Board will review and consider the FY27 Operating Budget in two draft articles; Article 4, if approved, will fund \$51,266,780. Article 5 proposes to raise the unfunded portion in the amount of \$1,707,803 contingent upon a proposition 2 ½ override.

Education Assessments

Dennis-Yarmouth Regional School District (DYRSD)

DYRSD assessment and debt service are on a five-year average enrollment and the required minimum local contribution as determined by the State. The proposed FY2027 tuition assessment appropriation represents an increase of \$854,592 or 4.22% from FY2026.

Budgeted 2.5% \$20,768,211 See Draft Article 9

FY27 Assessment \$21,116,261

Unfunded/Potential Override: \$348,050 See Draft Article 10

Cape Cod Regional Technical High School (CCRTHS)

The CCRTHS budget increased 5.3% from FY26. CCRTHS assessment and debt service are calculated by enrollment. Dennis FY26 enrollment increased from 73 students to 74 students; the Dennis allocation decreased from 10.7% to 10.5% for FY27.

Budgeted 2.5% \$1,608,464 See Draft Article 7

FY27 Assessment \$1,652,611

Unfunded/Potential Override \$44,147 See Draft Article 8

Given the scale of structural cost growth, the Town and Schools may need to either reduce services or consider an operational override to maintain current service levels. If pursued, an override would require approval at the May 5, 2026 Annual Town Meeting and the May 12, 2026 Annual Town Election.

It is simply not sustainable for the Town to continue to absorb the increased school costs into the Towns existing operating budget. Furthermore, certain user fees were raised over the last year to support the costs of Town services.

Options for the Board to Consider (not in any particular order):

- Reduce Town services to bring the FY27 school budgets into balance
- Operational general fund override, as well as an override for each school assessment – thus raising the limit on property tax growth to maintain the services we have both Town and School
 - Maintain the services we already provide;
 - Increase planning capacity for sustainable community growth;
 - Offer competitive pay to employees so we can provide the best services possible to the community

A Town needs an operating override to raise additional funds beyond the state-mandated property tax limit, allowing them to maintain or improve essential services like public safety, education, and other municipal operations when the standard budget is insufficient to cover necessary costs, usually due to rising expenses or increased community needs, without significantly cutting services.

An override is a voter-approved, permanent property tax increase. It is designed to provide a community with the ability to generate sufficient revenues to fund recurring costs that are likely to continue into the future, such as annual operating expenses for educational and municipal services.

Next Steps/Actions

In conclusion, as previously outlined in my Town Administrator Budget Message, the Fiscal Year (“FY”) 2027 budget process presents many challenges that are the result of fixed costs rising faster than recurring revenues, which are constrained by the property tax growth restrictions of Proposition 2 ½. In order to address the operational and the school deficit, the Town and Schools must either reduce services to bring the FY27 budget into balance or raise the limit on property tax growth to maintain services. If the Select Board proposes an operating override for the FY27 budget, it will require approval at both the Annual Town Meeting on May 5, 2025 and at Annual Town Election on May 12th. The Select Board may need to add an additional meeting(s) to deliberate further.

The local governing body must formally approve the override question and then submit it to the municipal Clerk. The ballot question must be finalized and submitted to the local election authority at least 35 days before the scheduled election. Thus, the date to have the ballot to the Town Clerk is on or before April 4th.

The Select Board is scheduled to review the draft warrant at your March 24th, March 31st meetings with the hope the Board will be able to sign the warrant for posting at your April 7th meeting.

Required Process/timeline/deadlines to complete an Override

1. **Need Assessment:** (Completed) The local government (usually the City or Town) determines there is a need for additional funding to maintain or improve services such as public safety, education, or infrastructure. *As the Board is aware the Dennis Select Board reviewed and considered an operating override for FY26 – one year ago. Several budget cuts were made, and the override was narrowly avoided.*
2. **Proposal Development:** (Completed) The local government, often in collaboration with relevant departments or committees (such as a finance or school committee), prepares a proposal that outlines the specific amount of additional revenue needed and how it will be used. This proposal often includes detailed explanations of why the override is necessary. *See attached excerpt from the FY27 TA Budget Message dated November 2025.*
3. **Approval by the Local Government:** The proposal is submitted to the local governing body (e.g., the Select Board) for approval. If approved, the proposal moves forward to a local ballot for a vote by residents. *Select Board to review draft Ballots.*
4. **Public Outreach and Education:** Municipalities often hold public meetings, forums, or informational sessions to explain the need for the override and how the funds will be used. This helps educate the public and address any concerns before the vote. *To be discussed by Select Board in consideration of action TBD.*
5. **Vote by Residents:** The proposed override must be approved by a majority vote at a Town or City election. The vote is typically held at a local election, such as the annual Town meeting or a special election.
6. **Tax Levy Adjustment:** If the override is approved by voters, the local government can increase the property tax levy beyond the normal limits of Proposition 2½. This is often structured as an increase in the tax rate, or a specified dollar amount added to the levy.

7. **Duration:** An operational override is typically permanent, meaning that it does not expire after a certain number of years, unlike debt exclusions (which are temporary). The additional revenue becomes part of the base tax levy, and future increases are then calculated based on the new, higher base.
8. **Implementation:** The local government begins collecting the additional property taxes from residents and uses the funds for the purposes outlined in the proposal.

Note: An override is different from a debt exclusion, which allows for temporary increases to the tax levy to fund specific capital projects like building schools or roads.

In Massachusetts, an override ballot question must be approved by the local governing body, such as the Select Board before it can be placed on the ballot for a public vote.

1. **At least 35 days before an election:** The local governing body must formally approve the override question and then submit it to the **municipal Clerk**. The ballot question must be finalized and submitted to the local election authority at least 35 days before the scheduled election.
2. **Election Schedule:** Overrides are typically placed on the ballot during a **regular municipal election** (such as the annual Town meeting or special elections) or during state elections, depending on the municipality's schedule.

The process for an override in Massachusetts is outlined in **Massachusetts General Laws (MGL) Chapter 59, Section 21C**. This section specifically governs the **procedure for a property tax override** under **Proposition 2½**.

TOWN OF DENNIS

BALLOT QUESTIONS

May 12, 2026

Ballot Question #1

Shall the Town of Dennis be allowed to assess an additional \$44,147 in real estate and personal property taxes for the purpose of funding a portion of the Cape Cod Regional High School Assessment for the Fiscal Year beginning July 1, 2026?

Ballot Question #2

Shall the Town of Dennis be allowed to assess an additional \$348,050 in real estate and personal property taxes for the purpose of funding a portion of the Dennis-Yarmouth Regional School District Assessment for the Fiscal Year beginning July 1, 2026?

Ballot Question #3

Shall the Town of Dennis be allowed to assess an additional \$1,707,803 in real estate and personal property taxes for the purpose of funding a portion of the General Fund Operating Budget for the Fiscal Year beginning July 1, 2026?



Town of Dennis

To: Elizabeth Sullivan & Select Board

From: Terri Bunce

Date: February 11, 2026

RE: Ballot question needed

Pursuant to MGL ch 54, § 42C, the deadline of the 35 days needed is “calendar days”. This brings us to April 7, 2026. Although the MGL does not reference whether this is calendar days or business days, I verified with Frank in the Elections Division and he confirmed that it is definitely calendar days. If it were business days, it would note this in the MGL.

MGL

Chapter 54: ELECTIONS

Section 42C: Deadline for ballot questions

Section 42C. Notwithstanding the provisions of any general or special law to the contrary establishing a later time, the state secretary shall not print on the biennial state election ballot any question to the voters for which he receives final written notice after the sixtieth day before said election. Notwithstanding the provisions of any general or special law to the contrary establishing a later time, a city or town clerk shall not print on a city or town election ballot any question to the voters for which he receives final written notice after the thirty-fifth day before such election.

Cc: Josee Cardinal
Greg Rounseville
April Pereira
Sara McDonald
Kelly Race



**Town of Dennis
Select Board Agenda Fact Sheet
March 24, 2026**

Agenda Item:	Review and consider Annual Town Meeting Articles
Presenter:	Select Board & Administration
Back up information enclosed:	1. Draft Town Meeting Articles with Support Documents
Proposed Motion:	Move to place and/or support the article.

ARTICLE 3

ARTICLE 3: FY2026 BUDGET SUPPLEMENTS

To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money to supplement the following Fiscal Year 2026 Line Item appropriations under Article 4 of the May 6, 2025 Annual Town Meeting; or to take any other action relative thereto.

A. Snow & Ice	\$ 823,633
B. Fire Overtime	\$ 450,000
C. Post Storm Clean Up	<u>\$ 312,825</u>
Total	<u>\$ 1,586,458</u>

(Finance Committee)

Select Board: Voted X-X-X to place and support a transferring \$1,136,458 from Free Cash and \$450,000 from the Ambulance Receipts Reserved for Appropriation Fund for a total of \$1,586,458 for the purpose of Article 3.

Explanation:

Budget Line	Amount	Funding Source
A. Snow & Ice	\$ 823,633	Free Cash
B. Fire Overtime	\$ 450,000	Ambulance Receipts
C. Post Storm Clean Up	<u>\$ 312,825</u>	Free Cash
Total	<u>\$ 1,586,458</u>	



Town of Dennis
Department of Public Works
20 Theophilus F. Smith Road Dennis, MA 02660
Telephone:(508)760-6220 Fax:(508)760-6223

Michael T. Lavin, Jr.
Director of Public Works

Thomas P. OConnor
Deputy Director of
Public Works

TO: Elizabeth C. Sullivan, Town Administrator

FROM: Mike Lavin, Director of Public Works

CC: Josee Cardinal, Finance Director

DATE: 03/17/2025

SUBJECT: Update to FY 2026 Snow and Ice Removal Budget

FY 2025 Snow and Ice Removal Budget 100423

The Department of Public Works has responded to twenty-one (21) snow and ice events this season. For a total of 52.4 inches of snow accumulation. We encountered two major events. These events spanned multiple days; the second with significant tree damage coinciding with the snow removal. In total, 8 events required roadway and sidewalk plowing assistance from vendors. All events required road treatment (salt) applied by our assets. Sand was also deployed as a result of a regional salt shortage.

The following is a summary of all snow and ice removal expenditures as of March 17, 2026. The YTD EXPENDED:

TOTAL SNOW & ICE REMOVAL FY 2026 APPROPRIATION: \$250,000

ACCOUNT DESCRIPTION	YTD EXPENDED
51 SALARIES	356,648.00
52 PURCHASE OF SERVICES	376,987.27
54/55 SUPPLIES	345,996.97
Total	1,079,632.24

TOTAL CURRENT COMMITTED ACCOUNT BALANCE TO DATE: \$ (823,632.24)

DENNIS FIRE DEPARTMENT

883 Main Street West Dennis MA 02638

Geoffrey Mulholland
Assistant Chief

Christopher Guerreiro
Chief

Anthony Kent
Deputy Chief

To: Elizabeth Sullivan, Town Administrator

Josee Cardinal, Finance Director

From: Chris Guerreiro, Fire Chief

Date: February 4, 2026

Subject: Budget Update – FY26 Overtime Supplement Request

We are respectfully requesting that an Overtime Supplement Article be submitted for Spring Town Meeting as a placeholder in the amount of \$450,000.

At this time, 17.86% of the FY26 overtime budget remains, totaling \$213,017.48. The department is budgeted for \$22,390.26 per week in overtime expenditures; current average weekly overtime is \$32,899.37.

In response, all nonessential overtime has been eliminated, and the department is operating at the minimum staffing levels necessary to maintain required shift strength and service delivery. Staffing challenges continue to contribute to overtime utilization. Currently, the department has three vacant positions that are actively being worked on to fill. In addition, two firefighters are on administrative leave (one paid and one unpaid). One firefighter is undergoing treatment for cancer, and another member recently sustained a fractured wrist while skiing and is expected to remain out of work for approximately 18 more weeks.

Given these ongoing staffing constraints and the current rate of overtime expenditure, we anticipate the need for an overtime supplement later in the fiscal year. We will continue to closely monitor both the budget and personnel status.

We will provide further updates on the overtime budget and staffing levels as we approach the deadline for Spring Town Meeting Articles. Please do not hesitate to contact us should you require additional information.

Respectfully,

Chris Guerreiro



DENNIS POLICE DEPARTMENT

John Brady, Chief of Police



DEPARTMENT MEMORANDUM

DATE: March 20, 2026

TO: Elizabeth Sullivan, Town Administrator

FROM: John Brady, Chief of Police

CC: Josee Cardinal, Finance Director

SUBJECT: MEMA Initial Damage Assessment (IDA) Report

Please find the attached Town of Dennis MEMA Initial Damage Assessment (IDA) Report, compiled by town departments and filed with MEMA. This report will be used to determine whether the Commonwealth and its communities may be eligible to receive federal disaster assistance under a Presidential disaster declaration because of the February 22-23, 2026, Winter Storm "Hernando."

The Town of Dennis MEMA Initial Damage Assessment (IDA) Report grand total of all categories of work: **\$485,852.24**

Town of Dennis Post Storm Clean Up	\$485,852.24
DPW Snow and Ice	-\$173,027.38
Total	\$312,824.86

**INITIAL DAMAGE ASSESSMENT (IDA) REPORT
PUBLIC DAMAGE (PART A)**

RETURN COMPLETED IDA REPORT TO MEMA DISASTER RECOVERY DEPARTMENT via email to Disaster.Recovery@mass.gov

INCIDENT INFORMATION

(1) TYPE OF DAMAGE (check appropriate box(s):	PUBLIC	<input checked="" type="checkbox"/>		
(2) INCIDENT TYPE: (indicate type of storm or incident):	Snowstorm			(3) INCIDENT DATE(S): February 22-23, 2026
(4) REPORTING (check appropriate box):	INITIAL	<input checked="" type="checkbox"/>	FOLLOW-UP	(5) REPORT DATE:

CONTACT INFORMATION

(6) NAME OF CITY/TOWN/STATE AGENCY: Town of Dennis	(7) COUNTY: Barnstable	
(8) LOCAL OFFICIAL CONTACT (NAME/TITLE/PHONE): Police Chief John Brady - (508)326-1188		
(9) BUSINESS NUMBER: (774) 352-1510	(10) FAX NUMBER:	(11) EMAIL ADDRESS: jbrady@town.dennis.ma.us

PART A: PUBLIC DAMAGES

(12) LOCATION/SITE	(13) ESTIMATE OF COSTS								(14) Insurance
	Snow Removal Costs	A Debris Removal	B Emergency Protective Measures	C Roads/ Bridges	D Water Control Facilities	E Buildings & Equipment	F Public Utilities	G Public Parks/ Recreation	
DPW	\$140,902.38								
Police OT			\$15,791.14						
Fire OT			\$33,682.92						
Water OT							\$31,670.05		
Town of Dennis		\$127,325.00							
Town of Dennis								\$4,895.00	
Town of Dennis				\$37,086.75					
Town of Dennis						\$30,999.00			
Town of Dennis								\$63,500.00	
SUBTOTAL CATEGORIES OF WORK:	\$140,902.38	\$127,325.00	\$49,474.06	\$37,086.75	\$0.00	\$30,999.00	\$31,670.05	\$68,395.00	
GRAND TOTAL ALL CATEGORIES OF WORK:	\$485,852.24								

(15) COMMENTS:

ARTICLE 4: FY2027 OPERATING BUDGET

To see if the Town will vote to raise and appropriate or transfer from available funds such sums of money necessary for the operating expenses of the Town for the fiscal year commencing July 1, 2026 and ending June 30, 2027; or take any other action relative thereto.

(Finance Committee)

Select Board: Voted X-X-X to place and support the FY27 Departmental Operating Budget in the amount of \$51,266,780.

The Finance Committee voted X-X-X to recommend to raise and appropriate \$48,096,600 for the purpose of this article, and further to recommend to transfer

\$600,911 from PEG Access and Cable Related Fund,

\$1,001,330 from Ambulance Receipts Fund,

\$1,000 from the Bass River Receipts Fund,

\$4,000 from the Barrier Beach Stabilization Fund,

\$169,750 from the Community Preservation Fund,

\$269,375 from the Waterways Dredge and Maintenance Capital Improvement Fund,

\$113,625 from the Golf Capital Improvement Fund,

\$320,400 from the Solid Waste/Recycle Capital Improvement Fund,

\$400,000 from the Solar Special Revenue Fund,

\$99,306 from the Housing Coordinator CPC Grant 24STM#6,

\$77,058 from the CDBG Small Cities Miscellaneous Fund,

\$41,869 from the Wastewater Stabilization Fund

\$50,000 from Sale of Cemetery Lots, and

\$21,556 from the Private Road Betterment Fund,

For a total of \$51,266,780,

And further recommend that said appropriations be allocated in accordance with line item amounts defined under the column, Finance Committee Recommended FY2027.

Explanation:

PEG Access and Cable Related Fund supports Information Technology & Data Management

Ambulance Receipts Fund supports the Fire Department Personnel and Equipment

Bass River Receipts Fund supports Beach Department Purchase of Services

Barrier Beach Stabilization Fund supports DNR Purchase of Services

Community Preservation Fund for debt service

Waterways Dredge and Maintenance Capital Improvement Fund for debt service

Sesuit Harbor Dredge Capital Fund for debt service

Golf Capital Improvement Fund for debt service

Solid Waste/Recycle Capital Improvement Fund for debt service

Solar Special Revenue Fund supports the overall budget

CPC Grant STM October 2024 #6 for one year of the Housing Coordinator salary and benefits

CDBG Small Cities Miscellaneous supports general governmental purposes

Wastewater Stabilization Fund for wastewater indirect costs in the General Fund

Sale of Cemetery Lots supports Cemetery Personnel in the DPW budget

ARTICLE 5

ARTICLE 5 FY2027 GENERAL FUND OPERATING BUDGET OVERRIDE

To see if the Town will vote to raise and appropriate \$1,707,803 to fund a portion of the Fiscal Year 2027 general fund operating budget contingent upon voter approval of a Proposition 2½ override ballot question or take any other action in relation thereto.

(Select Board)

Select Board: Voted X-X-X to place and support the article.

Explanation:

This article has been separated from Article 4 FY27 operating budget to make this funding contingent upon voter approval of an override ballot question.

ARTICLE 7

ARTICLE 7: FY2027 CAPE COD REGIONAL TECHNICAL HIGH SCHOOL ASSESSMENT AND DEBT SERVICE

To see if the Town will vote to approve an annual school budget for the Cape Cod Regional Technical High School for the Fiscal Year beginning July 1, 2026 and see what sums of money the Town will vote to raise and appropriate, transfer from available funds for the operating expenses of the Cape Cod Regional Technical High School system for the Fiscal Year beginning July 1, 2026; or to take any other action relative thereto.

(Cape Cod Regional Technical High School)

Select Board: Voted X-X-X to place and support the article in the amount of \$19,300,000 for the annual school operating and capital budget and to raise and appropriate \$1,608,464 as the Town's assessment and \$566,771 for debt services for total operating expenses for the Town of \$2,175,235 for the Cape Cod Regional Technical High School for the Fiscal Year beginning July 1, 2026.

Cape Cod Regional Technical High School

FY27 Budget - Revenue

Revenue	FY23 Actual	FY24 Actual	FY25 Actual	FY26 Budget	FY27 Proposed
Assessments from Member Town	\$ 12,708,864	\$ 12,491,080	\$ 12,646,450	\$ 13,918,985	\$ 14,912,020
<i>FY24 Assessment % Increase</i>				10.06%	7.13%
State Aid					
¹ Chapter 70 State Aid	\$ 2,933,826	\$ 3,393,672	\$ 3,448,947	\$ 3,528,015	\$ 3,584,786
² Chapter 71 Transportation Aid	\$ 706,407	\$ 721,834	\$ 728,582	\$ 750,000	\$ 683,194
Total State Aid	\$ 3,640,233	\$ 4,115,506	\$ 4,177,529	\$ 4,278,015	\$ 4,267,980
Local Revenue					
Interest Income	\$ 58,803	\$ 83,946	\$ 71,769	\$ 55,000	\$ 55,000
Facility Rental	\$ 66,983	\$ 75,730	\$ 91,444	\$ 65,000	\$ 65,000
Excess and Deficiency	\$ 600,000	\$ 600,000	\$ 750,000		
Capital Stabilization				\$ 150,000	
Transportation Stabilization					
Mass Medicaid Reimbursement					
Unanticipated Revenue	\$ 19,622	\$ 4,000			
Total Local Revenue	\$ 745,408	\$ 763,676	\$ 913,213	\$ 270,000	\$ 120,000
Total Revenue	\$ 17,094,505	\$ 17,370,262	\$ 17,737,192	\$ 18,467,000	\$ 19,300,000

Cape Cod Regional Technical High School

FY27 Budget - Proposed

Description	FY23 Actual	FY24 Actual	FY25 Actual	FY26 Budget	FY27 Proposed	%	Expected Grant Funds
1 Severance Pay	\$25,000	\$20,000	\$2,490	\$0	\$20,000		
2 Longevity	\$56,906	\$73,086	\$98,787	\$101,050	\$100,597		
3 Retirement Annuity Incentive	\$22,150	\$23,850	\$12,700	\$19,600	\$15,900		
4 Reserve for Unanticipated Expenses	\$0	\$4,675	\$0	\$0	\$0		
5 School Committee Supplies	\$1,186	\$1,451	\$1,316	\$1,000	\$1,400		
6 Dues & Subscriptions	\$14,983	\$19,372	\$19,751	\$18,000	\$20,000		
7 Total District Expenses	\$120,225	\$142,435	\$135,044	\$139,650	\$157,897	13.07%	
8							
9 Superintendent-Director (1)	\$184,451	\$220,075	\$236,106	\$232,776	\$241,923		
10 Secretary-Supt.-Director (1)	\$82,472	\$85,857	\$88,116	\$90,871	\$93,929		
11 Advertising	\$31,805	\$2,194	\$3,335	\$5,000	\$5,000		
12 Supt/Business Office Supplies	\$12,908	\$10,908	\$13,261	\$10,000	\$12,000		
13 Public Relations	\$17,518	\$32,881	\$16,218	\$10,000	\$10,000		
14 General Expense	\$1,207	\$1,567	\$3,310	\$1,500	\$2,500		
15 District Dues/Subscriptions	\$3,132	\$3,730	\$3,228	\$4,000	\$3,500		
16 Postage	\$15,813	\$12,045	\$10,120	\$13,000	\$11,500		
17 Total District Administration	\$349,307	\$369,256	\$373,694	\$367,147	\$380,352	3.60%	
18							
19 Treasurer (1)	\$18,450	\$20,130	\$20,633	\$20,835	\$22,049		
20 Business Administrator (1)	\$146,166	\$148,485	\$151,752	\$154,511	\$159,884		
21 Business Office Staff (2)	\$136,334	\$143,352	\$147,543	\$151,926	\$158,657		
22 Audit	\$23,000	\$47,800	\$111,270	\$45,000	\$50,000		
23 Bookkeeper (1)	\$79,521	\$82,739	\$89,121	\$74,822	\$90,370		
24 Negotiations	\$0	\$300	\$0	\$0	\$25,000		
25 Legal Services	\$20,567	\$37,308	\$26,521	\$17,000	\$20,000		
26 Total Finance and Administrative Services	\$424,038	\$480,114	\$546,840	\$464,094	\$525,960	13.33%	
27							
28 Director of Special Needs (1)	\$136,137	\$140,850	\$145,727	\$149,333	\$130,750		
29 Director of Technical Studies (1)	\$118,000	\$122,880	\$125,183	\$130,315	\$134,849		
30 Secretary to Tech Studies/Academic Coord.	\$61,437	\$58,763	\$67,673	\$66,518	\$69,340		
31 Director of Curriculum (1)	\$131,115	\$135,402	\$141,106	\$143,068	\$148,050		

32	Coop Coordinator (1)	\$27,875	\$30,655	\$34,680	\$31,000	\$60,000
33	Technical Studies Supplies	\$394	\$1,161	\$3,405	\$1,000	\$1,000
34	Curriculum Supplies & Software	\$526	\$0	\$248	\$0	\$0
35	Total District-wide Academic/Vocational	\$475,484	\$489,712	\$518,022	\$521,234	\$543,989
36						4.37%
37	Principal(1)	\$143,647	\$148,631	\$154,065	\$157,602	\$163,075
38	Assistant Principal (1)	\$112,750	\$116,696	\$119,614	\$123,800	\$128,133
39	Secretary to Principal(1)	\$71,701	\$74,657	\$76,329	\$80,745	\$83,396
40	Attendance Clerk (.71)	\$35,063	\$34,193	\$39,576	\$41,459	\$43,403
41	Assistant Principal Secretary (.85)	\$51,695	\$52,747	\$53,858	\$57,357	\$57,375
42	Agenda Books	\$0	\$0	\$0	\$0	\$0
43	Accreditation	\$15,960	\$37,674	\$0	\$0	\$0
44	Principal's Supplies	\$3,818	\$6,757	\$7,555	\$3,000	\$5,000
45	MCAS Supplies	\$2,047	\$1,106	\$4,993	\$0	\$1,000
46	Assistant Principal Supplies	\$2,078	\$1,929	\$1,084	\$1,500	\$1,500
47	Graduation Expense	\$7,212	\$12,426	\$10,699	\$10,000	\$10,000
48	Prin./AP Dues & Subscriptions	\$284	\$1,830	\$5,449	\$1,000	\$2,500
49	Recognition Awards	\$4,602	\$5,345	\$2,087	\$4,000	\$4,000
50	Total School Building Leadership	\$450,857	\$493,992	\$475,309	\$480,463	\$499,382
51						3.94%
52	Network Engineer (1)	\$94,006	\$97,296	\$99,728	\$105,799	\$109,502
53	Technology Systems and Data Assistant (1)	\$88,861	\$91,971	\$94,271	\$100,009	\$103,510
54	Technology Contracted Services	\$0	\$9,584	\$0	\$10,000	\$10,000
55	Technology Supplies	\$10,920	\$11,558	\$11,801	\$10,000	\$12,000
56	Total Building Technology	\$193,787	\$210,409	\$205,800	\$225,808	\$235,012
57						4.08%
58	Auto Collision Instructors (2)	\$169,916	\$173,701	\$179,653	\$185,493	\$191,521
59	Auto Technology Instructors (2)	\$172,976	\$181,709	\$188,186	\$194,301	\$200,616
60	Carpentry Staff (2)	\$160,094	\$193,476	\$199,146	\$205,619	\$190,470
61	Cosmetology Instructors (2)	\$179,305	\$191,595	\$174,424	\$173,751	\$156,105
62	Culinary Arts Staff (3)	\$180,941	\$263,522	\$294,611	\$304,164	\$313,666
63	Dental Assist. Instructor (2)	\$174,662	\$150,148	\$156,233	\$169,653	\$169,872
64	Electrical Instructors (2)	\$170,167	\$163,362	\$174,465	\$186,600	\$195,803
65	Design & Visual Comm. Instructors (2)	\$186,769	\$191,193	\$201,029	\$213,199	\$221,191
66	Health Technology Instructors (3)	\$251,658	\$260,416	\$281,128	\$304,561	\$321,663
67	Horticulture Instructors (2)	\$158,888	\$164,109	\$175,169	\$187,979	\$201,433
68	HVAC Staff (2)	\$252,869	\$167,512	\$183,390	\$197,314	\$203,726
69	Information Technology Instructors (2)	\$129,990	\$153,482	\$174,017	\$183,232	\$192,860

70	Marine Instructor (2)	\$148,302	\$161,647	\$171,795	\$181,019	\$190,661	
71	Plumbing Instructor (2)	\$175,951	\$198,514	\$184,903	\$194,274	\$203,726	
72	Art Teacher (1)	\$72,683	\$74,254	\$80,955	\$87,226	\$93,820	
73	21st Century Skills (2)	\$170,550	\$178,913	\$186,407	\$188,735	\$174,243	
74	English Instructors (6)	\$483,664	\$405,723	\$531,742	\$561,663	\$593,356	
75	Math Instructors (6)	\$469,775	\$555,894	\$641,367	\$581,428	\$602,858	
76	Phys. Ed. Instructors (2)	\$144,851	\$152,617	\$163,531	\$174,542	\$188,521	
77	Science Instructor (5)	\$356,874	\$358,119	\$518,747	\$526,384	\$411,972	
78	Social Studies Instructor (4)	\$334,642	\$343,782	\$345,929	\$364,055	\$375,697	
79	Spanish Instructor (1)	\$90,145	\$92,827	\$95,148	\$98,240	\$101,433	
80	Engineering Technology Instructors (2)	\$153,830	\$186,118	\$194,911	\$204,670	\$214,850	
81	Special Needs Instructor (7)	\$515,931	\$532,563	\$535,090	\$552,500	\$583,787	\$109,332.00
82	Special Needs Inclusion Specialist (1)	\$92,179	\$95,695	\$98,993	\$107,030	\$110,508	
83	Technology Int. Specialist (1)	\$92,669	\$98,567	\$101,031	\$104,315	\$107,705	
84	Literacy Coach (1)	\$87,084	\$77,416	\$82,676	\$85,990	\$92,370	\$15,000.00
85	Total Instruction and Teaching Services	\$5,577,365	\$5,766,875	\$6,314,676	\$6,517,937	\$6,604,433	1.33%
86							
87	Speech & Language Specialist (1)	\$47,282	\$0	\$85,308	\$91,700	\$99,112	
88	Special Needs Cont. Service	\$76,441	\$190,353	\$91,188	\$85,000	\$100,000	
89	Total Medical Therapeutic Services	\$123,723	\$190,353	\$176,496	\$176,700	\$199,112	12.68%
90							
91	Vocational Substitutes	\$35,225	\$37,101	\$43,646	\$43,000	\$45,000	
92	Academic Substitutes	\$70,099	\$88,091	\$77,950	\$88,000	\$85,000	
93	Total Substitutes	\$105,324	\$125,192	\$121,596	\$131,000	\$130,000	-0.76%
94							
95	Auto Tech Aide (1)	\$39,890	\$40,986	\$43,445	\$44,968	\$47,308	
96	Graphic Arts Aide (1)	\$44,872	\$46,659	\$39,656	\$43,337	\$45,677	
97	Information Technology Aide (1)	\$45,927	\$39,229	\$40,821			
98	Electrical Aide (.5)	\$0	\$0	\$19,831	\$19,618	\$20,476	
99	Physical Education Aide (1)	\$36,532	\$33,190	\$36,192	\$0	\$0	
100	Special Needs Aides (6)	\$109,717	\$104,233	\$106,236	\$136,928	\$180,145	\$87,654.00
101	Total Paraprofessionals Instructional Asst.	\$276,938	\$264,297	\$286,181	\$244,851	\$293,606	19.91%
102							
103	Librarian (-.84)	\$57,599	\$59,314	\$61,058	\$62,772	\$64,813	
104	Total Library	\$57,599	\$59,314	\$61,058	\$62,772	\$64,813	3.25%
105							
106	Professional Development	\$65,648	\$46,140	\$31,252	\$48,000	\$48,000	
107	Course Reimbursement	\$18,812	\$44,643	\$29,147	\$26,000	\$30,000	

108	Curriculum Development	\$4,084	\$5,608	\$1,602	\$4,000	\$4,000	\$4,000
109	State Mandated Mentoring	\$8,875	\$9,000	\$5,638	\$8,000	\$8,000	\$8,000
110	Total Professional Development	\$97,419	\$105,390	\$67,639	\$86,000	\$90,000	4.65%
111							
112	Auto Technology Text & Subscriptions	\$3,441	\$0	\$0	\$3,200	\$4,050	
113	Carpentry Texts & Subscriptions	\$2,114	\$0	\$0	\$800	\$450	
114	Cosmetology Texts & Subscriptions	\$349	\$399	\$0	\$400	\$360	
115	Culinary Arts Texts & Subscriptions	\$5,017	\$2,881	\$270	\$2,400	\$450	
116	Dental Assistant Texts & Subscriptions	\$0	\$0	\$0	\$1,200	\$450	
117	Electrical Texts & Subscriptions	\$0	\$283	\$0	\$1,000	\$5,400	
118	Graphic Arts Texts & Subscriptions	\$3,177	\$1,987	\$0	\$800	\$1,800	
119	Health Technology Texts & Subscriptions	\$5,100	\$5,362	\$702	\$4,800	\$4,950	
120	Horticulture Texts & Subscriptions	\$1,000	\$0	\$0	\$800	\$900	
121	HVAC Texts & Subscriptions	\$250	\$2,958	\$0	\$0	\$0	
122	Information Technology Texts & Subscriptions	\$2,263	\$0	\$0	\$1,800	\$4,500	
123	Marine Mechanics Texts & Subscriptions	\$195	\$0	\$0	\$400	\$0	
124	Plumbing Texts & Subscriptions	\$0	\$0	\$0	\$400	\$0	
125	Engineering Texts & Subscriptions	\$1,941	\$394	\$280	\$400	\$900	
126	Special Needs Texts & Subscriptions	\$4,709	\$6,565	\$4,864	\$5,000	\$4,500	
127	English Texts & Subscriptions	\$4,723	\$856	\$2,858	\$2,000	\$1,350	
128	Math Texts & Subscriptions	\$0	\$0	\$0	\$0	\$0	
129	Science Texts & Subscriptions	\$0	\$0	\$2,500	\$800	\$0	
130	Social Studies Texts & Subscriptions	\$0	\$0	\$0	\$400	\$0	
131	Spanish Texts & Subscriptions	\$0	\$0	\$0	\$0	\$0	
132	Special Needs Dues	\$100	\$200	\$200	\$200	\$180	
133	Library Books	\$4,547	\$1,597	\$2,109	\$2,800	\$1,980	
134	Library Subscriptions	\$3,900	\$1,173	\$1,729	\$2,000	\$1,800	
135	Total Textbooks & Subscriptions	\$42,826	\$24,656	\$15,512	\$31,600	\$34,020	7.66%
136							
137	School Paper Bid	\$9,700	\$8,598	\$9,598	\$8,500	\$10,000	
138	Auto Body Supplies	\$1,002	\$5,268	\$15,265	\$5,500	\$6,500	
139	Auto Technology Supplies	\$3,076	\$2,779	\$2,825	\$3,500	\$3,500	
140	Carpentry Supplies	\$7,979	\$2,811	\$10,022	\$7,500	\$15,000	
141	Cosmetology Supplies	\$11,594	\$447	\$5,936	\$4,000	\$5,000	
142	Culinary Arts Supplies	\$69,406	\$302	\$93,694	\$30,000	\$35,000	
143	Dental Assistant Supplies	\$2,826	\$3,554	\$2,410	\$2,500	\$3,000	
144	Electrical Supplies	\$13,481	\$5,413	\$5,652	\$10,000	\$10,000	
145	Graphic Arts Supplies	\$5,651	\$5,637	\$9,103	\$7,000	\$8,000	

146	Health Technology Supplies	\$4,612	\$2,610	\$4,107	\$4,000	\$4,000
147	Horticulture Supplies	\$25,702	\$11,863	\$3,091	\$14,500	\$12,000
148	HVAC Supplies	\$25,923	\$20,082	\$21,379	\$23,000	\$27,000
149	Information Technology Supplies	\$6,518	\$928	\$78	\$4,000	\$5,000
150	Marine Mechanics Supplies	\$12,346	\$8,598	\$3,269	\$12,000	\$10,000
151	Plumbing Supplies	\$27,286	\$20,525	\$16,085	\$22,000	\$20,000
152	Exploratory Supplies	\$14,007	\$847	\$12,795	\$8,000	\$10,000
153	Engineering Supplies	\$9,239	\$15,064	\$11,596	\$10,000	\$13,000
154	Safety Supplies / OSHA Training	\$13,513	\$4,110	\$7,156	\$10,000	\$10,000
155	Special Needs Supplies	\$1,773	\$1,932	\$2,096	\$2,200	\$2,500
156	21st Century Skills Supplies	\$0	\$2,270	\$0	\$0	\$0
157	English Supplies	\$2,974	\$2,690	\$3,147	\$2,800	\$2,800
158	Math Supplies	\$689	\$645	\$432	\$1,000	\$1,000
159	Phys. Ed. Supplies	\$362	\$4,379	\$2,209	\$1,500	\$3,000
160	Science Supplies	\$12,319	\$9,204	\$5,490	\$9,000	\$8,500
161	Social Studies Supplies	\$96	\$238	\$0	\$500	\$500
162	Art Supplies	\$5,028	\$1,502	\$3,654	\$4,000	\$4,000
163	Library Supplies	\$519	\$1,083	\$406	\$800	\$800
164	Total Educational Supplies	\$287,621	\$143,379	\$251,495	\$207,800	\$230,100 10.73%
165						
166	Field Trips-Competitions	\$71,484	\$48,242	\$68,159	\$48,000	\$65,000
167	Senior Project	\$0	\$199	\$2,344	\$0	\$1,000
168	Summer School	\$0	\$0	\$0	\$0	\$0
169	Tutoring & Credit Recovery	\$4,862	\$1,049	\$10,734	\$5,000	\$7,000
170	Total Other Instructional Services	\$76,346	\$49,489	\$81,237	\$53,000	\$73,000 37.74%
171						
172	Guidance Counselors (4)	\$357,972	\$364,943	\$341,825	\$352,140	\$370,600
173	At Risk Counselor (1)	\$95,718	\$98,567	\$101,031	\$104,315	\$107,705
174	Guidance Secretaries (2)	\$111,040	\$116,128	\$120,568	\$126,036	\$131,680
175	Guidance Supplies	\$7,470	\$2,865	\$2,606	\$4,500	\$4,500
176	Guidance Public Relations	\$11,187	\$1,635	\$4,293	\$3,000	\$3,000
177	Dues & Subscriptions	\$3,656	\$3,737	\$103	\$3,800	\$3,800
178	ELL Testing & Services	\$2,720	\$3,446	\$3,162	\$3,500	\$3,500
179	Total Guidance and Counseling Services	\$589,763	\$591,320	\$573,588	\$597,291	\$624,785 4.60%
180						
181	Psychological Services	\$52,390	\$41,535	\$54,555	\$44,000	\$50,000
182	Total Psychological Services	\$52,390	\$41,535	\$54,555	\$44,000	\$50,000 13.64%
183						

184	Nurse (2)	\$83,694	\$84,739	\$172,098	\$176,618	\$185,493	
185	Medical Services	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	
186	Nurse's Supplies	\$5,477	\$5,920	\$5,329	\$5,500	\$6,000	
187	Total Health Services	\$92,671	\$94,159	\$180,927	\$185,618	\$194,993	5.05%
188							
189	Basic Transportation	\$739,147	\$629,783	\$773,777	\$881,100	\$881,100	
190	Late Transportation	\$93,860	\$79,537	\$91,653	\$110,000	\$110,000	
191	Special Needs Transportation	\$0	\$0	\$0	\$78,000	\$65,000	
192	Homeless Transportation	\$0	\$0	\$0	\$0	\$0	
193	Total Student Transportation	\$833,007	\$709,320	\$865,430	\$1,069,100	\$1,056,100	-1.22%
194							
195	Coaches	\$152,995	\$156,129	\$166,222	\$207,042	\$223,441	
196	Sports Clinics/Trainer	\$58,800	\$63,738	\$68,119	\$73,788	\$79,858	
197	Officials	\$36,577	\$44,315	\$46,632	\$48,000	\$50,000	
198	Activity Staff	\$3,329	\$7,153	\$6,386	\$7,500	\$7,500	
199	Ice Time/Hockey Coop	\$5,882	\$7,569	\$19,456	\$8,000	\$24,000	
200	Game Transportation	\$55,509	\$59,219	\$62,184	\$72,000	\$72,000	
201	Athletic Supplies	\$45,976	\$44,115	\$38,667	\$50,000	\$50,000	
202	Equipment Reconditioning	\$4,609	\$6,347	\$5,751	\$7,000	\$7,000	
203	Athletic Dues & Subscriptions	\$10,743	\$16,078	\$16,171	\$12,000	\$16,500	
204	Total Athletic Services	\$374,420	\$404,664	\$429,588	\$485,330	\$530,299	9.27%
205							
206	Advisors	\$61,447	\$116,058	\$110,742	\$87,134	\$90,060	
207	Student Activities	\$16,262	\$30,029	\$12,437	\$30,000	\$35,000	
208	Total Other Student Activities	\$77,709	\$146,087	\$123,179	\$117,134	\$125,060	6.77%
209							
210	Police Liason Officer	\$20,000	\$20,000	\$20,000	\$60,000	\$60,000	
211	After School Supervision	\$21,239	\$14,190	\$17,367	\$15,000	\$20,000	
212	Security	\$0	\$253	\$0	\$250	\$250	
213	Total School Security	\$41,239	\$34,443	\$37,367	\$75,250	\$80,250	6.64%
214							
215	Custodians (6)	\$246,095	\$271,830	\$384,253	\$416,395	\$371,842	
216	Contracted Services	\$364	\$300	\$250	\$350	\$350	
217	Custodial Supplies	\$42,559	\$40,461	\$27,897	\$44,000	\$40,000	
218	Custodial Clothing Allowance	\$8,573	\$8,640	\$10,663	\$8,000	\$10,000	
219	Total Custodial Services	\$297,591	\$321,231	\$423,063	\$468,745	\$422,192	-9.93%
220							
221	Heat for Building - Gas	\$130,015	\$158,583	\$95,951	\$175,000	\$175,000	

222		Total Heat of Building	\$130,015	\$158,583	\$95,951	\$175,000	\$175,000	0.00%
223								
224	Telephone		\$26,388	\$23,967	\$24,005	\$27,000	\$27,000	
225	Water		\$11,016	\$5,817	\$7,817	\$7,000	\$8,000	
226	Electricity		\$316,986	\$378,699	\$414,895	\$378,000	\$410,000	
227	Gasoline		\$13,842	\$13,347	\$9,387	\$14,000	\$14,000	
228	Refuse Removal		\$24,865	\$34,104	\$31,823	\$30,000	\$34,000	
229	Total Utility Services		\$393,097	\$455,934	\$487,927	\$456,000	\$493,000	8.11%
230								
231	Student Wages		\$5,548	\$12,555	\$25,423	\$11,000	\$18,000	
232	Groundskeeper (1)		\$55,484	\$56,833	\$62,180	\$66,955	\$69,992	
233	Snow Removal		\$9,600	\$13,800	\$14,600	\$28,000	\$28,000	
234	Grounds Contracted Services			\$49,914	\$0	\$40,000	\$40,000	
235	Grounds Supplies		\$42,018	\$76,064	\$43,556	\$40,000	\$40,000	
236	Total Maintenance of Grounds		\$112,650	\$209,166	\$145,759	\$185,955	\$195,992	5.40%
237								
238	Building & Grounds Supervisor (1)		\$89,770	\$97,486	\$111,852	\$106,006	\$97,000	
239	Maintenance Employees (2.3)		\$115,749	\$153,215	\$144,388	\$136,115	\$142,355	
240	Maint. of Building Supplies		\$56,728	\$76,119	\$30,619	\$50,000	\$50,000	
241	Electrical Contracted Service		\$1,800	\$2,670	\$1,350	\$3,000	\$3,000	
242	Maintenance Contracted Services			\$9,218	\$3,814			
243	Emergency Services		\$12,716	\$43,254	\$44,309	\$40,000	\$45,000	
244	Mechanical Contracted Services		\$9,066	\$21,267	\$20,439	\$15,000	\$20,000	
245	Air Conditioning Cont. Serv.		\$20,135	\$14,286	\$14,854	\$15,000	\$15,000	
246	Building Contracted Services		\$93,215	\$86,434	\$111,008	\$95,000	\$95,000	
247	Total Maintenance of Building		\$399,179	\$503,949	\$482,633	\$460,121	\$467,355	1.57%
248								
249	Maint. Equipment - Administration		\$52,696	\$96,107	\$97,351	\$85,000	\$95,000	
250	Maint. Equipment - Vocational		\$22,566	\$25,349	\$35,397	\$20,000	\$30,000	
251	Maint. Equipment - Academic		\$0	\$0	\$0	\$0	\$0	
252	Maint. Equipment - Maintenance		\$4,557	\$16,386	\$17,618	\$15,000	\$17,000	
253	Maintenance of Vehicles		\$11,804	\$12,694	\$20,942	\$12,000	\$17,000	
254	Total Maintenance of Equipment		\$91,623	\$150,537	\$171,308	\$132,000	\$159,000	20.45%
255								
256	Barnstable County Retirement Assessment		\$469,805	\$537,343	\$525,583	\$530,942	\$592,700	
257	Total Employee Retirement		\$469,805	\$537,343	\$525,583	\$530,942	\$592,700	11.63%
258								
259	Employee Health Insurance		\$1,301,244	\$1,575,755	\$1,578,339	\$1,636,458	\$1,619,818	\$25,000.00

260	Employee Dental Insurance	\$106,935	\$111,145	\$93,358	\$81,841	\$88,590
261	Employee Long Term Disability Ins.	\$15,344	\$31,510	\$27,943	\$20,280	\$23,673
262	Employee Life Insurance	\$16,009	\$17,430	\$15,593	\$17,588	\$18,402
263	Medicare Tax	\$143,322	\$146,043	\$144,046	\$150,000	\$150,000
264	Unemployment Insurance	\$13,393	\$8,175	\$8,661	\$18,000	\$18,000
265	Workers' Comp. Insurance	\$71,636	\$86,153	\$69,312	\$83,760	\$90,463
266	Retirees Health Insurance	\$622,901	\$616,338	\$707,354	\$786,402	\$861,113
267	Retiree Section 18 Penalty	\$1,701	\$1,437	\$1,875	\$1,776	\$1,776
268	OPEB Obligation	\$250,000	\$275,000	\$0	\$90,000	\$225,000
269	Property & Liability Ins.	\$250,724	\$286,183	\$356,152	\$377,795	\$409,496
270	Excess Liability Insurance	\$17,444	\$16,150	\$15,810	\$25,669	\$29,565
271	Student Insurance	\$12,687	\$0	\$0	\$10,540	\$7,354
272	Treasurer's Bond	\$350	\$350	\$350	\$350	\$350
273	Total Insurances	\$2,823,690	\$3,171,669	\$3,018,793	\$3,300,459	\$3,543,600
274						7.37%
275	Postage Meter	\$3,043	\$3,042	\$3,044	\$2,998	\$2,998
276	Total Fixed Lease Charges	\$3,043	\$3,042	\$3,044	\$2,998	\$2,998
277						0.00%
278	Building Improvement	\$216,055	\$100,242	\$64,158	\$175,000	\$200,000
279	New Equipment	\$95,331	\$43,219	\$0	\$88,000	\$100,000
280	Technology Equip/Software	\$75,465	\$106,860	\$121,997	\$123,000	\$125,000
281	Replacement Equipment	\$88,358	\$46,773	\$1,001	\$85,000	\$100,000
282	Total Fixed Assets	\$475,209	\$297,094	\$187,156	\$471,000	\$525,000
283	Capital Improvement Stabilization Fund	\$ 40,000.00				
284	Total Operating and Capital Budget	\$15,955,960	\$16,744,939	\$17,436,450	\$18,467,000	\$19,300,000
285	Capital Debt Expense - Principal	\$ 3,485,000	\$ 3,485,000	\$ 3,485,000	\$ 3,485,000	\$ 3,485,000
286	Capital Debt Expense - Interest	\$ 2,596,325	\$ 2,422,075	\$ 2,247,825	\$ 2,073,575	\$ 1,899,325
287	Total Budget	\$22,037,285	\$22,652,014	\$23,169,275	\$24,025,575	\$24,684,325
						4.51%



FY27 Operating Budget

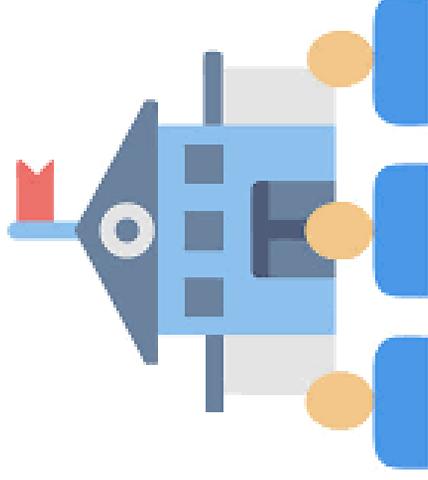
Cape Cod Tech

Finance Committee

Anthony Tullio – Wellfleet (chair)

Dr. Norman Michaud - Yarmouth

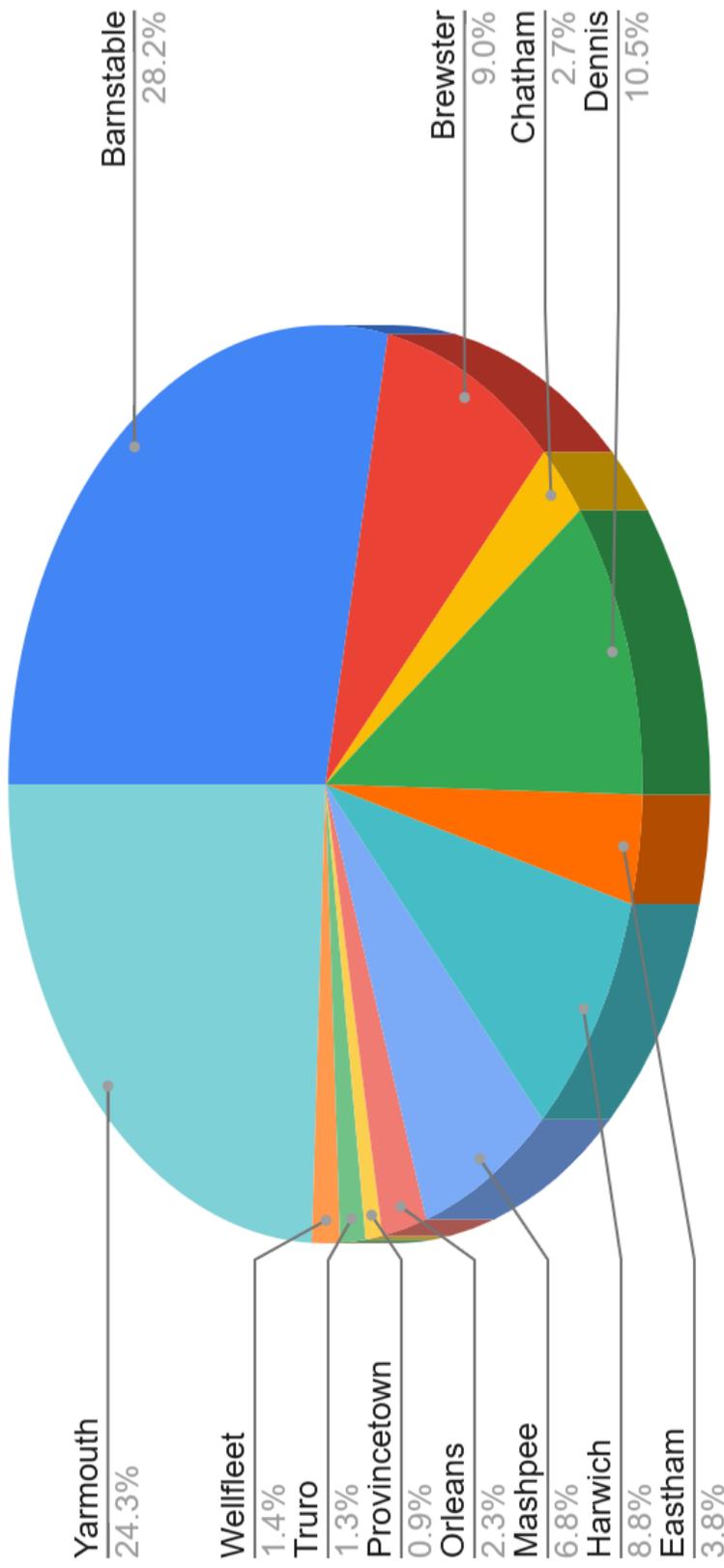
MaryRose Grady – Mashpee



FY27 Enrollment by Town

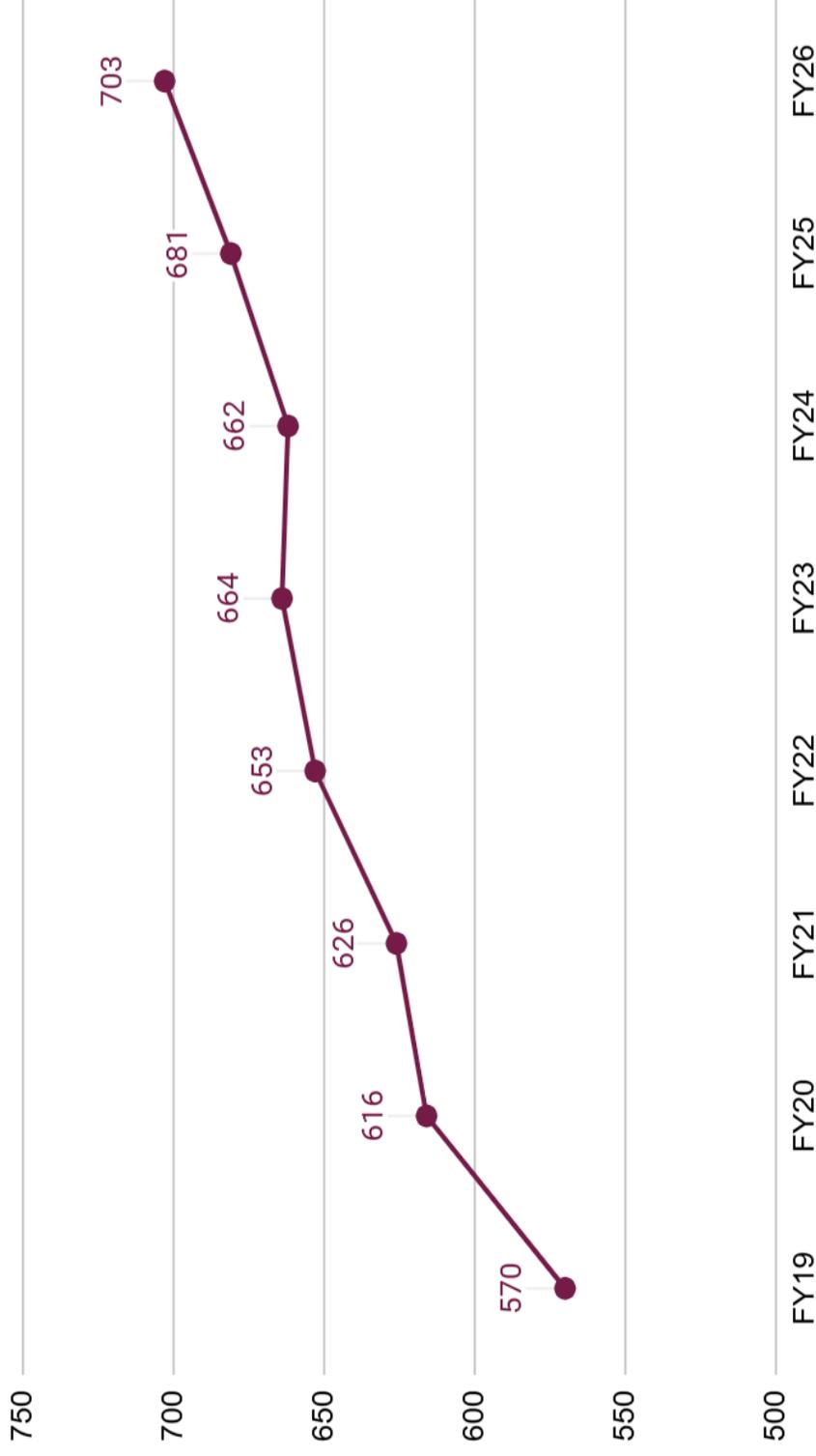
Enrollment	FY27	FY26	Change
Barnstable	198	194	4
Brewster	63	61	2
Chatham	19	20	-1
Dennis	74	73	1
Eastham	27	26	1
Harwich	62	72	-10
Mashpee	48	56	-8
Orleans	16	13	3
Provincetown	6	6	0
Truro	9	8	1
Wellfleet	10	12	-2
Yarmouth	171	140	31
Total	703	681	22

FY27 Enrollment



*Enrollment as of 10/1/2025

Multi-Year Enrollment Data

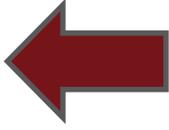


Student Enrollment Trend

	FY21	%	FY22	%	FY23	%	FY24	%	FY25	%	FY26	%	FY27	%
Barnstable	194	31.5%	169	27.0%	186	28.5%	193	29.1%	181	27.3%	194	28.5%	198	28.2%
Brewster	29	4.7%	41	6.5%	59	9.0%	53	8.0%	51	7.7%	61	9.0%	63	9.0%
Chatham	10	1.6%	15	2.4%	12	1.8%	13	2.0%	20	3.0%	20	2.9%	19	2.7%
Dennis	73	11.9%	73	11.7%	72	11.0%	68	10.2%	63	9.5%	73	10.7%	74	10.5%
Eastham	22	3.6%	23	3.7%	18	2.8%	22	3.3%	28	4.2%	26	3.8%	27	3.8%
Harwich	58	9.4%	51	8.1%	71	10.9%	69	10.4%	76	11.5%	72	10.6%	62	8.8%
Mashpee	48	7.8%	44	7.0%	48	7.3%	50	7.5%	55	8.3%	56	8.2%	48	6.8%
Orleans	12	1.9%	13	2.1%	11	1.7%	14	2.1%	15	2.3%	13	1.9%	16	2.3%
Provincetown	14	2.3%	11	1.8%	7	1.1%	9	1.4%	6	0.9%	6	0.9%	6	0.9%
Truro	6	1.0%	11	1.8%	9	1.4%	11	1.7%	11	1.7%	8	1.2%	9	1.3%
Wellfleet	13	2.1%	16	2.6%	12	1.8%	13	2.0%	11	1.7%	12	1.8%	10	1.4%
Yarmouth	137	22.2%	159	25.4%	148	22.6%	149	22.3%	145	21.9%	140	20.6%	171	24.3%
	616		626		653		664		662		681		703	

The FY27 Budget

4.51 %



Eight Year History

Fiscal Year	Budget
FY19	1.44 %
FY20	0.96 %
FY21	2.76%/1.34 %
FY22	1.99%
FY23	1.99%
FY24	3.86%
FY25	4.38%
FY26	5.68%
FY27	4.51%

An increase of **\$833,000** over
the FY26 Budget

Where Does the Money Come From?

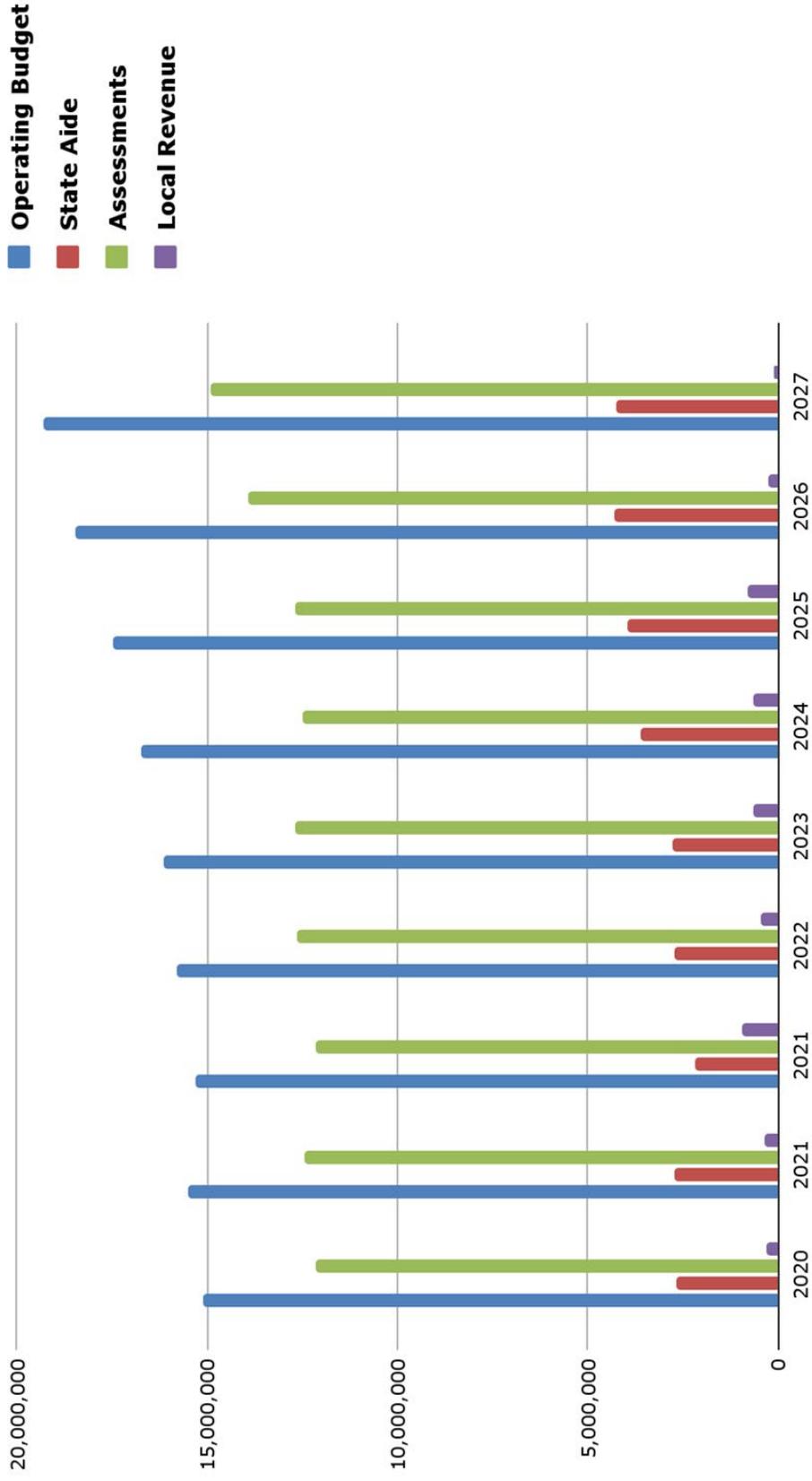


FY27 Revenue	
Assessments	\$ 14,912,020
State Aid	\$ 4,267,980
Local Revenue	\$ 120,000

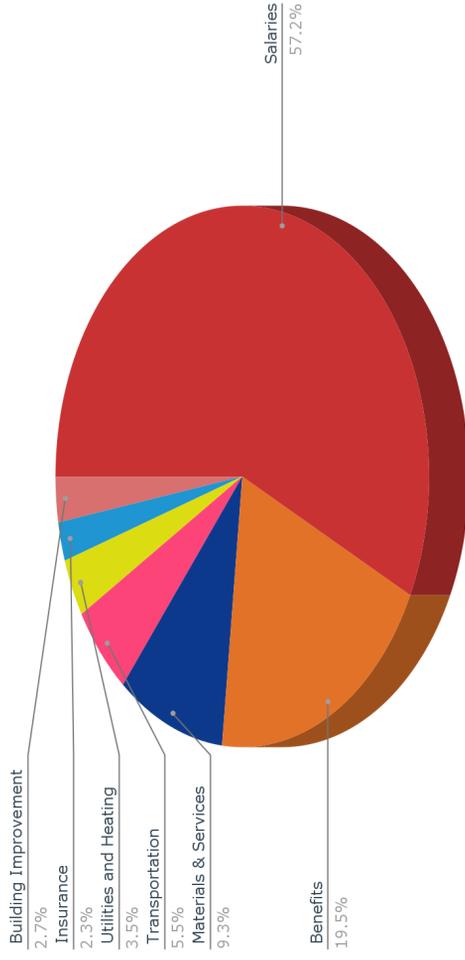
Revenue Source vs. The Operating Budget

Fiscal Year	Operating Budget	State Aide	Assessments	Local Revenue
2020	15,087,000	2,659,133	12,137,867	290,000
2021	15,504,000	2,699,147	12,464,853	340,000
2021	15,289,584	2,193,718	12,137,867	958,000
2022	15,812,000	2,699,147	12,647,853	465,000
2023	16,127,000	2,753,137	12,708,963	665,000
2024	16,750,000	3,593,921	12,491,079	665,000
2025	17,484,000	3,975,000	12,694,000	815,000
2026	18,467,000	4,278,015	13,918,985	270,000
2027	19,300,000	4,267,980	14,912,020	120,000

Revenue Source vs. The Operating Budget

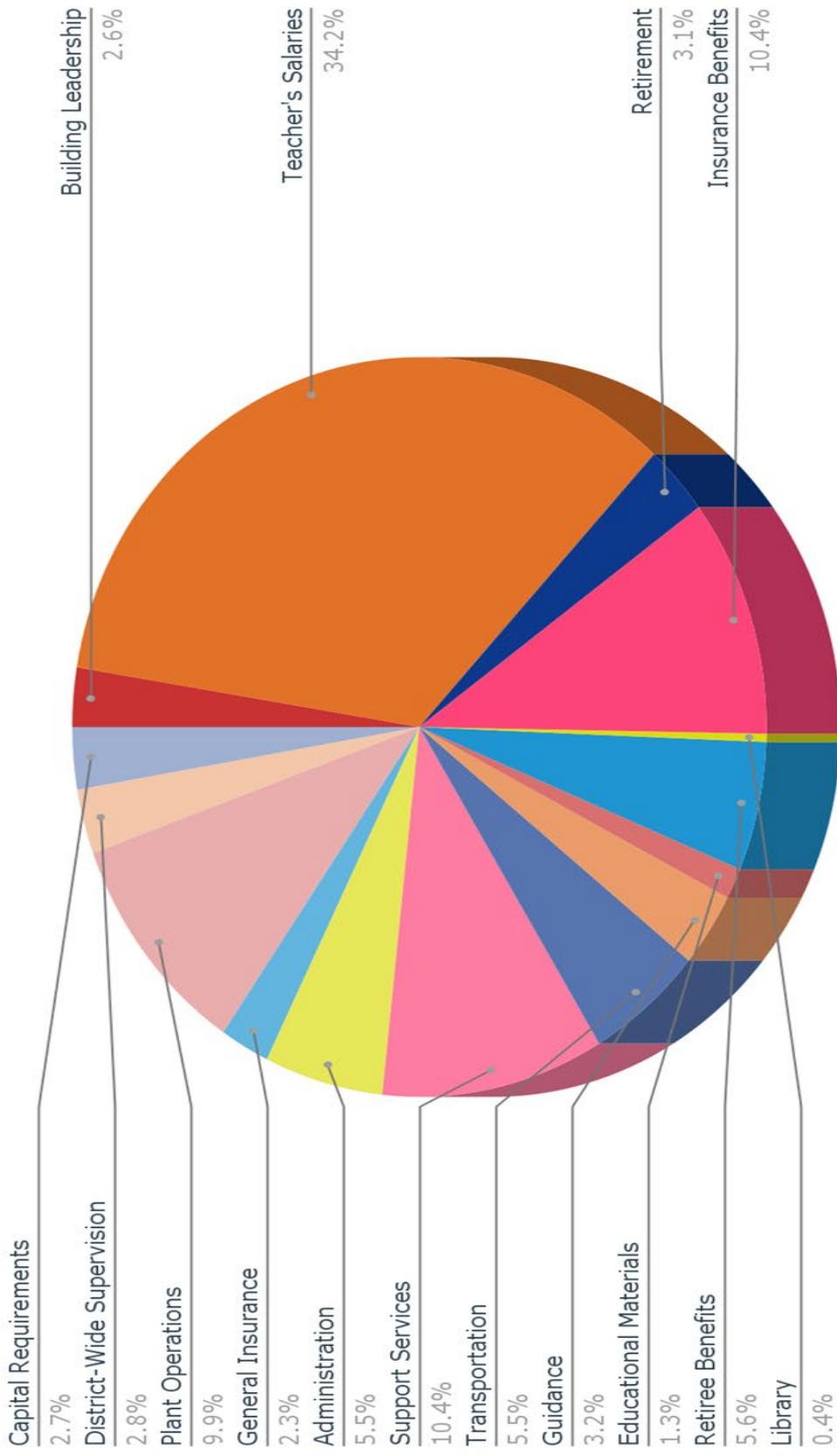


FY27 Budget by Category



	FY27 Proposed	FY26 Budget	FY27%	FY26%	Change
Salaries	\$11,043,923	\$10,784,700	57.2%	58.4%	-1.2%
Benefits	\$3,765,435	\$3,470,648	19.5%	18.8%	0.7%
Materials & Services	\$1,794,777	\$1,626,198	9.3%	8.8%	0.5%
Transportation	\$1,056,100	\$1,069,100	5.5%	5.8%	-0.3%
Utilities and Heating	\$668,000	\$631,000	3.5%	3.4%	0.0%
Insurance	\$446,765	\$414,354	2.3%	2.2%	0.1%
Building Improvement & Equipment	\$525,000	\$471,000	2.7%	2.6%	0.2%
Total	\$ 19,300,000	\$ 18,467,000			

What is the Money Used For?



WHAT IS THE MONEY FOR?

Building Leadership	\$499,382	2.6%
Teachers Salaries	\$6,604,433	34.2%
Retirement	\$592,700	3.1%
Insurance Benefits	\$2,008,946	10.4%
Library	\$69,393	0.4%
Retiree Benefits	\$1,087,889	5.6%
Educational Materials	\$259,540	1.3%
Guidance	\$624,785	3.2%
Transportation	\$1,056,100	5.5%
Support Services	\$2,001,332	10.4%
Administration	\$1,067,208	5.5%
General Insurance	\$446,765	2.3%
Plant Operations	\$1,912,539	9.9%
District-Wide Supervision	\$543,989	2.8%
Capital Requirements	\$525,000	2.7%
	\$19,300,000	

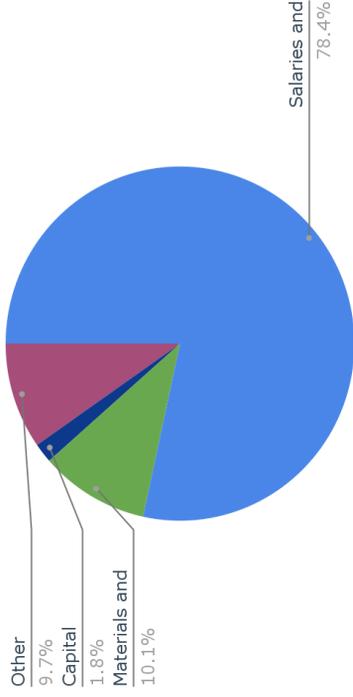


Cost Category History

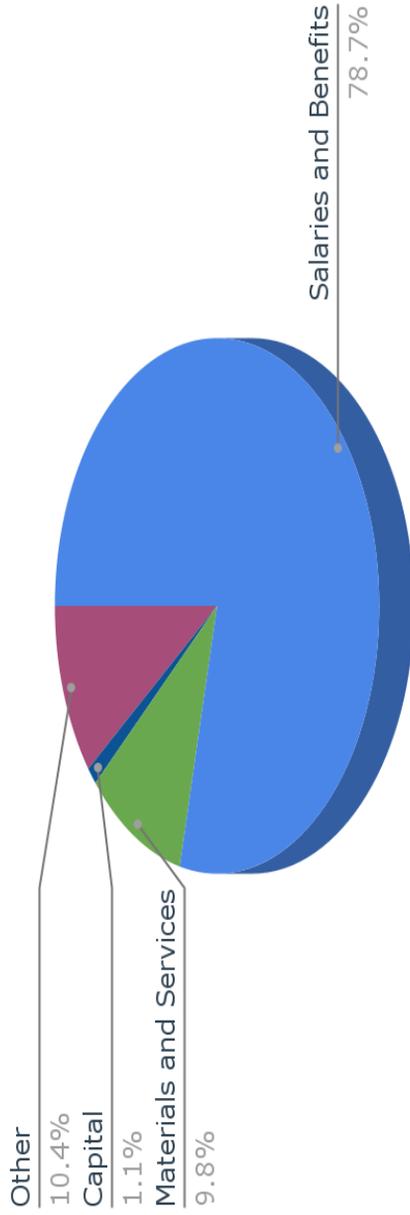
Category	FY27 Proposed	FY26 Budget	Change	% Change	FY25	FY24	FY23
Salaries	11,043,923	10,784,700	259,223	2.40%	10,226,466	9,631,906	9,173,080
Benefits	3,765,435	3,470,648	294,787	8.49%	3,514,017	3,503,462	3,086,825
Materials & Services	1,794,777	1,626,198	168,579	10.37%	1,453,392	1,685,958	1,543,522
Transportation	1,056,100	1,069,100	-13,000	-1.22%	895,000	709,320	833,007
Utilities & Heating	668,000	631,000	37,000	5.86%	585,000	614,516	523,112
Insurance	446,765	414,354	32,411	7.82%	305,125	302,683	281,205
TOTAL OPERATING	18,775,000	17,996,000	779,000	4.33%	16,979,000	16,447,845	15,440,751
Capital Budget	525,000	471,000	54,000	11.46%	495,000	297,094	515,209
Total Operating & Capital	19,300,000	18,467,000	833,000	4.51%	17,474,000	16,744,939	15,955,960

Allocation of Resources

FY26



FY27



	FY26	FY27
Salaries and Benefits	78.4%	78.7%
Materials and Services	10.1%	9.8%
Capital	1.8%	1.1%
Other	9.7%	10.4%

Capital Debt

	Principal	Interest	Total P&I
2020	2,935,000	4,682,300	7,617,300
2021	3,320,000	2,940,700	6,260,700
2022	3,485,000	2,770,575	6,255,575
2023	3,485,000	2,596,325	6,081,325
2024	3,485,000	2,422,075	5,907,075
2025	3,485,000	2,247,825	5,732,825
2026	3,485,000	2,073,575	5,558,575
2027	3,485,000	1,899,325	5,384,325
2028	3,485,000	1,725,075	5,210,075
2029	3,485,000	1,550,825	5,035,825
2030	3,485,000	1,376,575	4,861,575
2031	3,485,000	1,202,325	4,687,325
2032	3,485,000	1,045,500	4,530,500
2033	3,485,000	906,100	4,391,100
2034	3,485,000	766,700	4,251,700
2035	3,485,000	627,300	4,112,300
2036	3,485,000	487,900	3,972,900
2037	3,485,000	348,500	3,833,500
2038	3,485,000	209,100	3,694,100
2039	3,485,000	69,700	3,554,700
	\$68,985,000	\$31,948,300	\$100,933,300

**In FY19
Cape Tech issued a
Bond in the amount of
\$68,985,000 at 3.32% for
20 Years Fixed Principal**

FY27 Capital Debt Assessment

Town	Capital Assessment
Barnstable	\$1,516,496
Brewster	\$482,521
Chatham	\$145,522
Dennis	\$566,771
Eastham	\$206,795
Harwich	\$474,862
Mashpee	\$367,635
Orleans	\$122,545
Provincetown	\$45,954
Truro	\$68,932
Wellfleet	\$76,591
Yarmouth	\$1,309,701
	\$5,384,325

FY27 Operating Assessment (estimated)

Town	Operating Assessment
Barnstable	\$4,127,578
Brewster	\$1,375,360
Chatham	\$414,791
Dennis	\$1,652,611
Eastham	\$589,441
Harwich	\$1,353,529
Mashpee	\$1,066,448
Orleans	\$349,297
Provincetown	\$130,987
Truro	\$196,480
Wellfleet	\$218,312
Yarmouth	\$3,437,185
	\$14,912,019

FY27 Total Assessments (estimated)

Town	Enrollment 10.1.25	Capital Assessment	Operating Assessment	Total
Barnstable	198	\$1,516,496	\$4,127,578	\$5,644,074
Brewster	63	\$482,521	\$1,375,360	\$1,857,881
Chatham	19	\$145,522	\$414,791	\$560,313
Dennis	74	\$566,771	\$1,652,611	\$2,219,382
Eastham	27	\$206,795	\$589,441	\$796,236
Harwich	62	\$474,862	\$1,353,529	\$1,828,391
Mashpee	48	\$367,635	\$1,066,448	\$1,434,083
Orleans	16	\$122,545	\$349,297	\$471,842
Provincetown	6	\$45,954	\$130,987	\$176,941
Truro	9	\$68,932	\$196,480	\$265,412
Wellfleet	10	\$76,591	\$218,312	\$294,903
Yarmouth	171	\$1,309,701	\$3,437,185	\$4,746,886
	703	\$5,384,325	\$14,912,019	\$20,296,344

Other Post Employment Benefits (OPEB)

In 2015, Cape Cod Tech joined the Plymouth County OPEB Trust, an IRC Section 115 multiple-employer, irrevocable trust program.

The District has established a funding plan and is currently ahead of the funding schedule.

Actuarial Accrued Liability (2025 GASB Audit)

\$20,988,232

Balance of OPEB Reserve

\$3,566,992

Net OPEB Liability

\$17,421,240

Proposed FY27 Funding

\$225,000

Net Position - Funding to Liability

ARTICLE 8

ARTICLE 8: FY2027 CAPE COD REGIONAL TECHNICAL HIGH SCHOOL ASSESSMENT OVERRIDE

To see if the Town will vote to raise and appropriate \$44,147 for the unfunded portion of the Town's Assessment of the Cape Cod Regional Technical High School system for the Fiscal Year beginning July 1, 2026; contingent upon voter approval of a Proposition 2½ override ballot question; or to take any other action relative thereto.

(Cape Cod Regional Technical High School)

Select Board: Voted X-X-X to place and support the article and to raise and appropriate \$44,147 subject to an override of Proposition 2½ under M.G.L. c. 59, s. 21C for the unfunded portion of the Town's Assessment for the Cape Cod Regional Technical High School for the Fiscal Year beginning July 1, 2026.

Explanation

The CCRTHS budget increased 5.3% from FY26. CCRTHS assessment and debt service are calculated by enrollment. Dennis FY26 enrollment increased from 73 students to 74 students; the Dennis allocation decreased from 10.7% to 10.5% for FY27.

Budgeted 2.5%	\$1,608,464 Article 7
FY27 Assessment	\$1,652,611
Unfunded	\$ 44,147 Article 8

ARTICLE 9

ARTICLE 9: FY2027 DENNIS-YARMOUTH REGIONAL SCHOOL DISTRICT ASSESSMENT AND DEBT SERVICE

To see if the Town will vote to approve an annual school budget for the Dennis-Yarmouth Regional School District for the Fiscal Year beginning July 1, 2026, and to see what sums of money the Town will vote to raise and appropriate or transfer from available funds for the operating expenses of the Dennis-Yarmouth Regional School District for the Fiscal Year beginning July 1, 2026; or to take any other action relative thereto.

(Dennis-Yarmouth Regional School Committee)

Select Board: Voted X-X-X to place and support the article in the amount of \$87,345,212 for the Fiscal Year budget and to raise and appropriate \$20,768,211 for the assessment of the Town's share and \$1,258,684 for the debt service for a total of \$22,026,895 for the Dennis Yarmouth Regional School District for the Fiscal Year beginning July 1, 2026.

Explanation:

DYRSD assessment and debt service are on a five-year average enrollment and the required minimum local contribution as determined by the State. The proposed FY2027 tuition assessment appropriation represents an increase of \$854,592 or 4.22% from FY2026.

Budgeted 2.5%	\$20,768,211 Article 9
FY27 Assessment	\$21,116,261
Unfunded	\$ 348,050 Article 10



DENNIS - YARMOUTH REGIONAL SCHOOL DISTRICT
 DETAILED BUDGET with History
 As of March 9, 2026
 SC ADOPTED BUDGET

1000 - District-Wide Administration						
Function	Description	FY24 Actual	FY25 Actual	FY26 Budget	FY27 Proposed	
1110	School Committee Expenses	153,661	134,577	156,729	82,135	
1210	Superintendent's Office	417,213	503,806	515,891	582,639	
1220	Assistant Superintendent	169,774	176,534	183,595	190,939	
1410	Business & Finance	475,420	503,445	527,424	629,001	
1420	Human Resources & Benefits	212,230	239,801	250,533	269,436	
1430	Legal Services for School Comm	76,580	73,918	90,000	90,000	
1450	District-Wide Technology	661,432	925,380	865,130	1,188,296	
	sub-total	2,166,310	2,557,460	2,589,302	3,032,447	

2000 - Instructional Services						
Function	Description	FY24 Actual	FY25 Actual	FY26 Budget	FY27 Proposed	
2110	Curriculum Directors	595,433	578,414	617,480	643,697	
2120	Department Heads - Non-Super	266,153	280,515	281,186	290,625	
2210	School Building Leadership - Pr	2,724,147	2,978,300	3,186,763	3,078,778	
2220	School Curriculum Leaders	54,666				
2250	Building Technology	17,437	8,571	23,500	22,000	
2305	Classroom Teachers	17,838,368	18,493,377	18,515,325	17,689,838	
2310	Specialist Teachers	8,332,555	9,182,037	9,990,134	10,021,008	
2320	Medical & Therapeutic Services	649,453	1,037,796	1,061,807	1,211,711	
2325	Substitutes	640,165	592,875	672,500	672,500	
2330	Paraprofessionals & Instruction	3,261,528	3,717,876	4,317,285	4,847,011	
2340	Librarian & Media Center	561,099	577,874	604,177	584,223	
2351	Professional Development - Lea	80,946	70,315			
2353	Professional Development - Sta	111,466	86,034	120,896	72,150	
2357	Professional Development - Stip	124,040	165,255	207,947	160,037	

2410	Textbooks, Software, Media	45,612	185,484	104,950	69,250
2415	Other Instructional Materials	179,734	190,269	196,937	197,446
2420	Instructional Equipment	233,787	105,530	223,538	213,788
2430	General Supplies	220,370	268,820	438,057	475,945
2440	Other Instructional Services	1,037,650	611,831	513,418	517,218
2451	Classroom Instructional Technol	322,252	304,416	133,000	395,000
2455	Instructional Software	40,136	98,776	76,200	206,950
2710	Guidance/Adjustment Counselor	1,152,166	1,437,816	1,419,903	1,637,842
2720	Testing & Assessments	9,593	9,701	9,800	8,500
2800	Psychological Services	879,121	906,082	731,495	785,836
2999	Transfers to Other Funds	-	-	-	-
	Salary Reserve- ALL EMPLOYEES				462,998
	sub-total	39,377,877	41,940,455	43,446,298	44,264,350

3000 - Pupil Services					
Function	Description	FY24 Actual	FY25 Actual	FY26 Budget	FY27 Proposed
3100	School Resource Officers	289,383	196,556	200,000	200,000
3200	Medical & Health Services	639,202	729,761	764,935	807,945
3300	Transportation	4,788,977	5,161,172	5,272,585	6,171,364
3510	Athletics & Intramurals	849,302	880,413	834,938	962,632
3520	Other Student Activities	340,059	335,965	371,690	401,544
	sub-total	6,906,923	7,303,866	7,444,148	8,543,485

4000 - Operations, Maintenance & Utilities					
Function	Description	FY24 Actual	FY25 Actual	FY26 Budget	FY27 Proposed
4110	Custodial Services	1,713,293	1,663,631	1,796,123	1,690,922
4120	Heating	477,093	515,328	599,890	677,876
4130	Utilities	600,120	1,030,458	1,121,284	1,253,067
4210	Maintenance Of Grounds	320,449	350,407	314,290	442,496
4220	Maintenance Of Buildings	1,065,176	714,796	1,535,229	1,428,696
4230	Maintenance Of Equipment	205,739	323,626	221,510	104,435
4400	Networking & Telecommunicati	399,212	147,403	311,522	91,522
	sub-total	4,781,082	4,745,649	5,899,848	5,689,014

5000 - Benefits & Fixed Charges						
Function	Description	FY24 Actual	FY25 Actual	FY26 Budget	FY27 Proposed	
5100	Retirement Contributions	2,373,597	2,521,146	2,572,846	2,891,969	
5150	Employee Separation Costs	179,252	144,613	77,000	77,000	
5200	Insurance - Active Employees	5,543,206	6,096,684	6,477,079	6,967,645	
5250	Insurance - Retired Employees	2,133,757	2,444,258	2,501,400	2,749,940	
5260	Other Non-Employee Insurance	741,869	542,038	618,750	689,013	
5300	Lease of Equipment	2,500	7,000	7,000	7,000	
5450	Short Term Interest - BANs	-	-	1,651	-	
5500	Other Fixed Charges	625	175	1,700	1,700	
	sub-total	10,974,806	11,750,565	12,255,775	13,384,267	

6000 - Private School Transportation						
Function	Description	FY24 Actual	FY25 Actual	FY26 Budget	FY27 Proposed	
6900	Private School Transportation	88430	7516.94	173016	173016	
	sub-total	88430	7516.94	173016	173016	

7000 - Fixed Assets						
Function	Description	FY24 Actual	FY25 Actual	FY26 Budget	FY27 Proposed	
7400	Equipment Replacement	314	104,152	365,000	-	
	sub-total	314	104,152	365,000	-	

9000 - Tuition to Other Schools						
Function	Description	FY24 Actual	FY25 Actual	FY26 Budget	FY27 Proposed	
9100	Payments to Other MA Districts	110,187	95,866	117,640	117,640	
9110	Tuition - School Choice	2,120,664	2,092,994	2,071,539	2,489,143	
9120	Tuition - Charter School	2,467,050	2,802,579	2,787,504	3,057,923	
9200	Tuition - Out of State Schools	-	-	-	-	
9300	Tuition - Non-Public Schools	1,782,488	2,583,000	2,806,500	2,806,500	
9400	Tuition - Collaboratives	866,552	741,188	391,188	191,188	
	sub-total	7,346,941	8,315,627	8,174,371	8,662,394	

sub-total - OPERATING BUDGET

83,748,973

8000 - Debt Service

Function	Description	FY24 Actual	FY25 Actual	FY26 Budget	FY27 Proposed
8100	Debt Service - Principal	1,610,000	1,590,000	1,630,000	1,275,000
8200	Debt Service - Interest	1,272,594	1,911,912	1,614,444	1,545,919
8600	Other Interest Expense (BAN (In	979,284	507,238	846,203	775,320
	sub-total	3,861,878	4,009,150	4,090,647	3,596,239

GRAND TOTAL

FY24 Actual	FY25 Actual	FY26 Budget	FY27 Proposed
75,504,561	80,090,654	84,438,405	87,345,212

----- variances due to rounding -----



FY 27 Budget

Dennis Joint Select Board & Finance
Committee Presentation

March 12, 2026

What's Driving Our Work?



Strategic Objectives

1. Eliminate disparities in achievement and access for every student
2. Establish consistent district-wide systems to support organizational effectiveness
3. Address the district's short- and long-term facilities and capital needs



Factors Driving FY 27 Budget

Predictable Factors

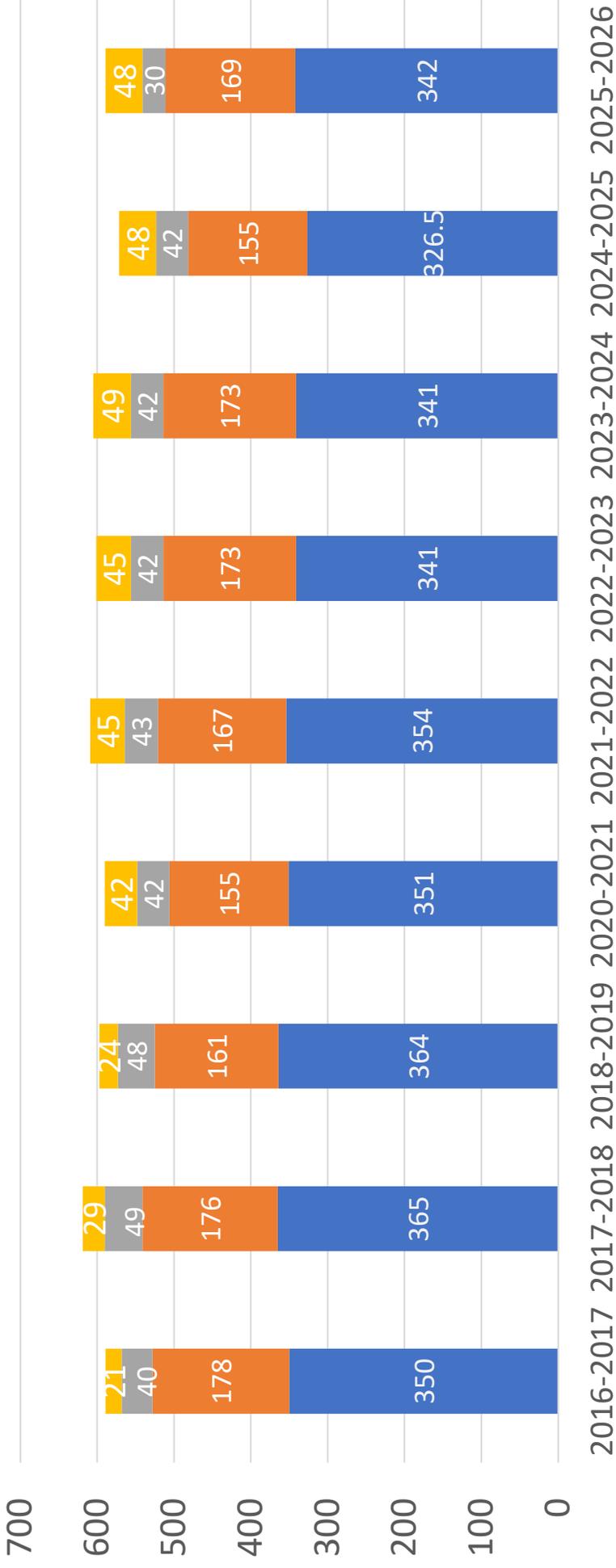
- Implementation of strategic priorities
- Settle vendor contracts
 - Regular day transportation
 - Custodial
 - Tech services
- Level funding of major supply lines at each school
- Facilities planning
- Settled Collective Bargaining Contracts

Unpredictable Factors

- Health Insurance
- Out of District Tuition
- Transportation
 - Out of District
 - McKinney Vento
- Unsettled Collective Bargaining Contracts (DYE, DYSAA)
 - **Low State Aid**



DYRSD Staffing Level Over Time



■ DYE ■ DYRSAA ■ SEIU ■ Non-Aff/DYSAA



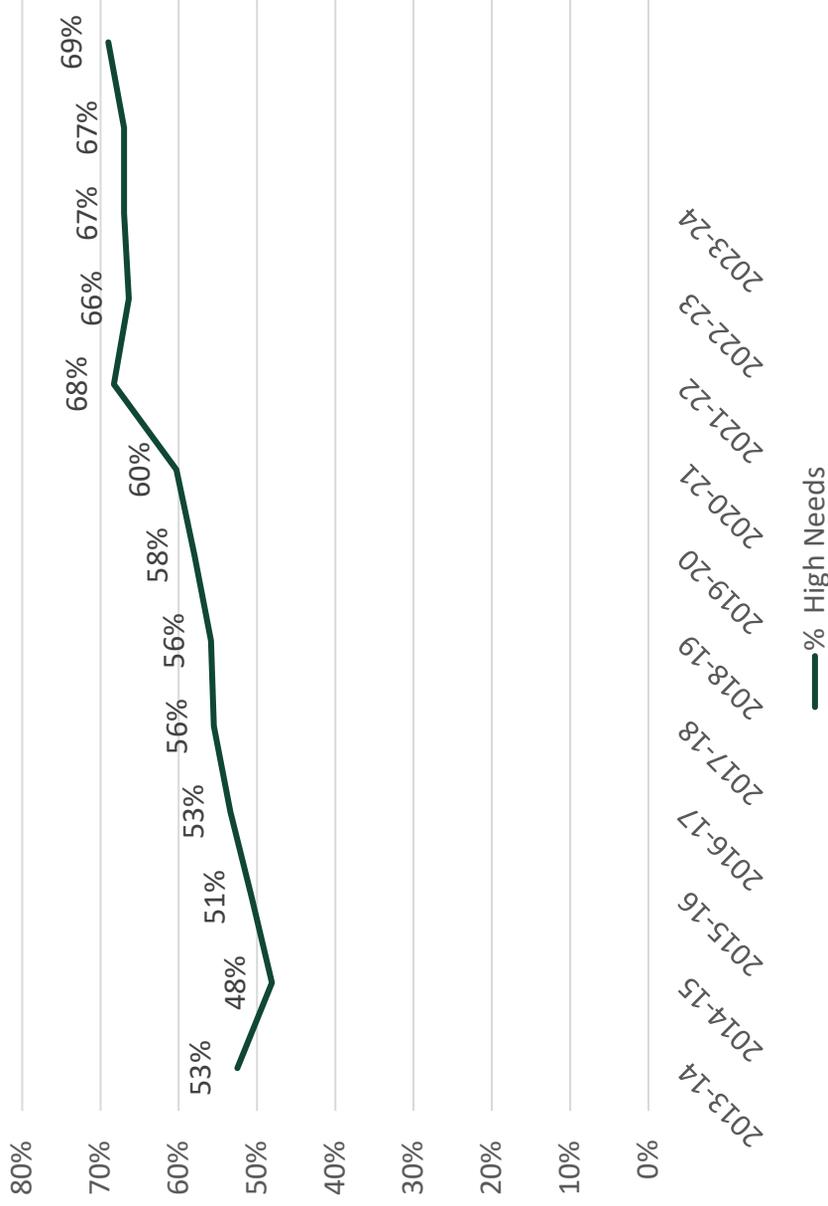
Student Enrollment



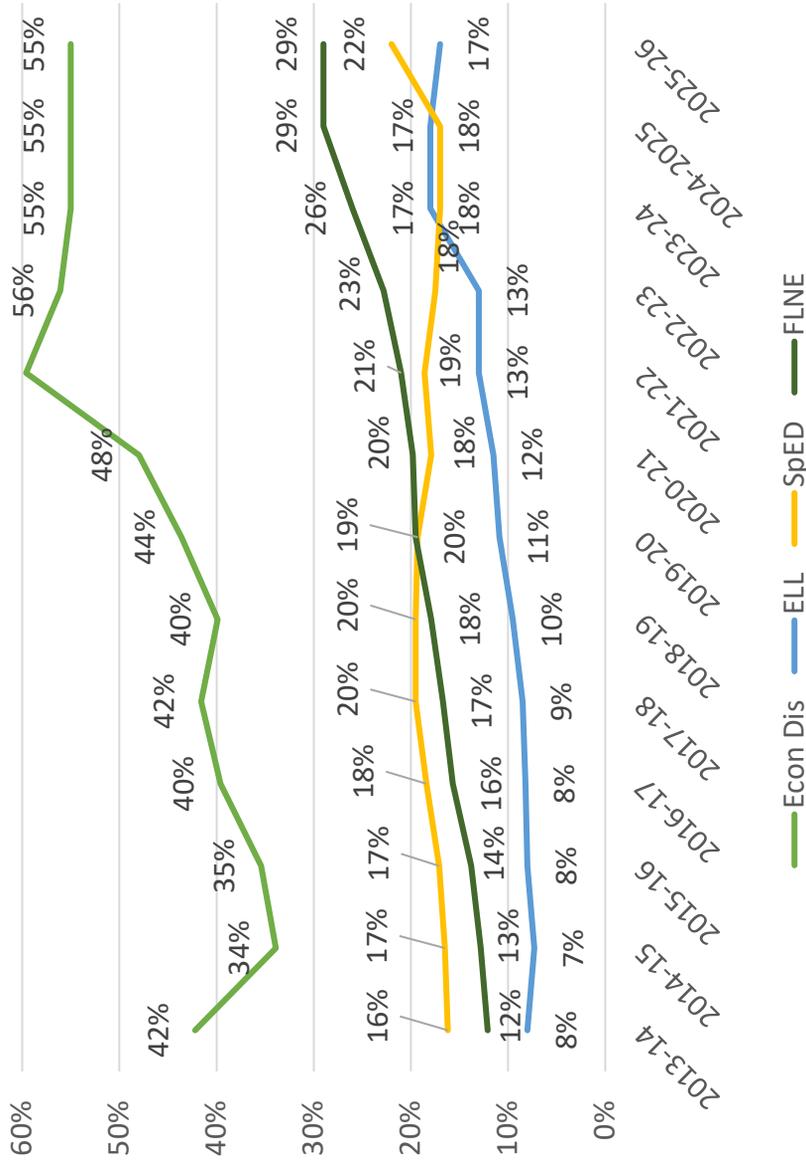
Student Enrollment – by Populations



% High Needs



“High Needs” Make Up





Out of District – Tuition & Transport

SPEED OUT-OF-DISTRICT TUITION & TRANSPORTATION COST HISTORY



MKV - Transport



Transportation		
FY26 Budget to FY27 Proposed		
3300-Transportation	5,272,585	6,171,364
3300	5,272,585	6,171,364
SPED BUS SUBSTITUTES	10,000	100,000
SPED BUS SUPPLIES	3,000	4,000
SPED OTHER TRANSPORTATION	43,000	43,000
SUB SEPARATE DAY/COLLAB TRANSP	826,575	826,575
TRANS PUBL SCH IN TOWN CTR SVCS	3,170,624	3,351,994
TRANSP NON PUBLIC DAY SCH	12,000	12,000
TRANSPORTATION-MCKINNEY VENTO	190,000	826,095

Grade	22-23	23-24	24-25	25-26
Grade SP	1		1	
Kindergarten	10	14	31	34
Pre-K	2	2	10	15
Grade 1	14	14	20	25
Grade 2	7	11	23	23
Grade 3	8	13	19	23
Grade 4	9	12	15	15
Grade 5	7	18	18	11
Grade 6	18	8	26	19
Grade 7	6	6	16	23
Grade 8	11	8	13	17
Grade 9	9	7	19	9
Grade 10	5	8	13	17
Grade 11	3	7	17	11
Grade 12	3	2	7	18
Grand Total	113	130	248	260

Per Pupil Expenditure – Cape & Islands



District	Per Pupil Expenditure – 2024-2025
Provincetown	\$49,884
Martha's Vineyard	\$41,143
Truro	\$39,452
Nantucket	\$29,898
Nauset	\$29,611
CCT	\$28,585
UCT	\$26,919
Monomoy	\$25,510
Falmouth	\$25,497
Bourne	\$24,160
Mashpee	\$24,149
Wareham	\$23,688
Dennis-Yarmouth	\$23,602
Barnstable	\$22,814

Inclusive of Expenditures from General Funds, Grants, and Revolving

After January 9th
Update



Budget to Assessment

Revenue Offsets:	
Chapter 70	\$14,199,435
Regional Transport	\$1,976,575
Miss Rev (Solar, & PEG)	\$506,812
McKinney Vento Reimb	\$169,000
Investment Earnings	\$320,000
Medicaid	\$475,000
	School choice & charter aid + circuit breaker applied as offsets in operating (\$1.2 mil and \$1.8 mil respectively)
Total to be Assessed	
	Operating budget minus these revenues

* budget supplemented by \$764,167 in Title One Federally Funded Salaries

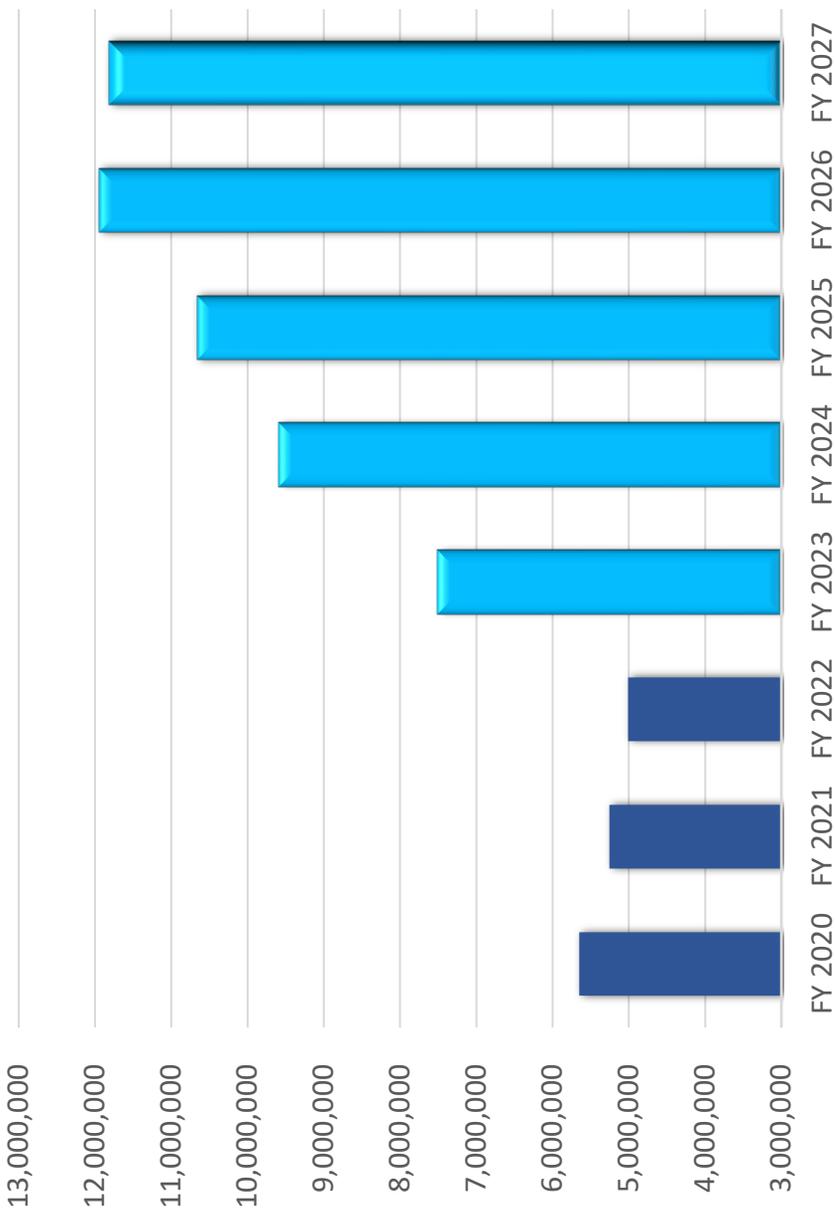
Revenues

State Funding

- Chapter 70
- Smaller than historical increase in CH. 70 combined with higher assessments

Investments & Solar

- Investments have done well, but fed cut rate 3 times in last 6-8 months
- Applied additional solar revenues to operating budget



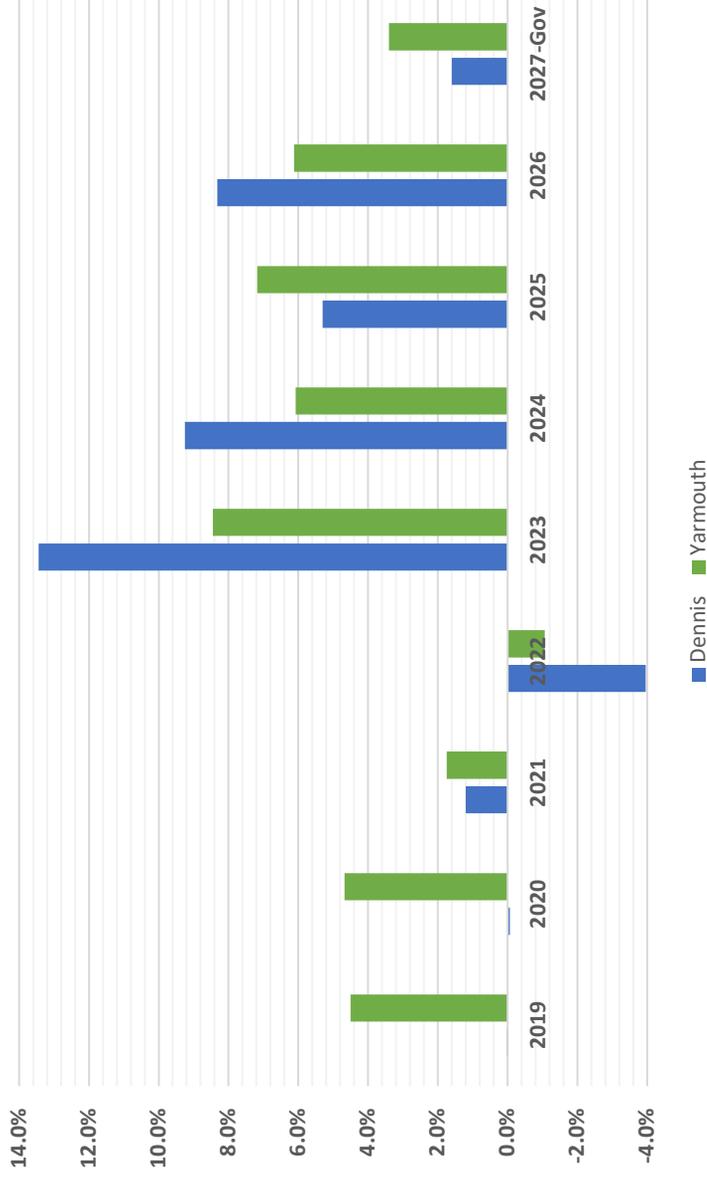
Required Local Contribution

After removing revenue (Chapter 70, transportation reimbursement, school choice, etc.) from the budget, first step in determining each town's assessment is first assessing their Required Minimum Local Contribution.

- The variance in the change in this number from year to year is **volatile** & disproportionate
- It can have a large impact on assessment % increase to each town



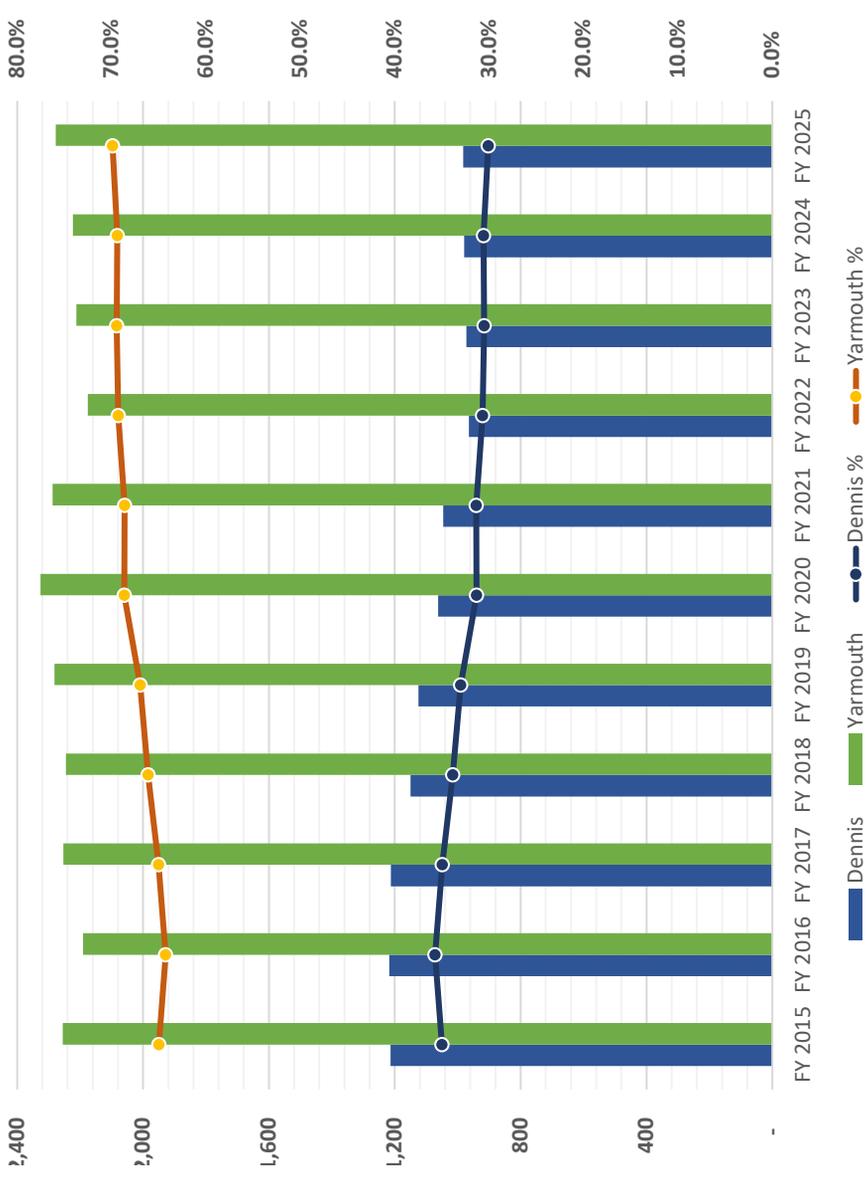
Dennis-Yarmouth Regional School District
Annual % Increase / (Decrease) in Required Minimum
Contribution





Foundation Enrollment

Year	Dennis		Yarmouth		TOTAL
	Enrollment	% of Total	Enrollment	% of Total	
FY 2016	1,218	35.729%	2,191	64.271%	3,409
FY 2017	1,212	34.978%	2,253	65.022%	3,465
FY 2018	1,150	33.873%	2,245	66.127%	3,395
FY 2019	1,125	33.020%	2,282	66.980%	3,407
FY 2020	1,062	31.346%	2,326	68.654%	3,388
FY 2021	1,046	31.374%	2,288	68.626%	3,334
FY 2022	964	30.701%	2,176	69.299%	3,140
FY 2023	972	30.528%	2,212	69.472%	3,184
FY 2024	980	30.596%	2,223	69.404%	3,203
FY 2025	983	30.144%	2,278	69.856%	3,261
FY 2026	1,007	30.295%	2,317	69.705%	3,324
5 Year Avg. 2022-2026		30.453% (Last: 30.668%)		69.547% (Last: 69.332%)	



Prioritized Budget Requests From Departments



Prioritization Rubric

Priority #	Description
4	Emergency need, broken failed equipment, legally required, contractually obligated, policy obligated, or to address an immediate safety hazard
3	In direct support of the strategic plan, to address "past due" maintenance/service work, to address an anticipated safety issue,
2	Preventative maintenance, acceleration of multi-year strategy, reduction of caseload/class size, request without detailed implementation plan or supporting data/research
1	A school or district improvement item without direct impact on the strategic plan, beautification projects,

Prioritized Requests – ~~Included~~ in Budget



Priority	Department	Request	Cost
4	DYH	Add Grade 4 Teacher (FTE Transfer)	Level Funded
4	Facilities	Upper Gym repairs/bleacher replacement	\$300,000
4	Facilities	Station Ave Burner Replacement (2)	\$112,000
4	Facilities	Fire Alarm Replacement @ DYHS	\$55,000

* These items moved from Operating Budget to E & D funding

Priority # 3 – Recommendations from Finance SubCommittee



- Security Camera Upgrade - \$200,000 – Apply for COPS Grant
- Genetec Security Upgrade @ DYIMS - \$200,000 – COPS Grant
- Maintenance Van Replace - \$55,000 – defer
- Promote Dean to AP –\$16,000 - defer
- Transportation Coordinator – \$75,000 defer
- Replace Windows 10 EOL Desktops - \$209,132 – defer
- Instructional Coach ELA (grade 6-8) - \$100,000 – defer
- Chromebook Replacement for all DYHS (students and Staff)
 - Recommendation – Fund outside General Budget – One-time E&D expenditure (\$249, 385)
 - K-5 ELA Curriculum - \$738,312
 - Recommendation: Fund outside General Fund from: Old Literacy revolving account – \$150,535 and E & D – \$587,777 (supplement with DESE PRISM Grant)
- Add 1 FTE to HR Department –\$20,000 increase to fund full time person
- Increase Call In Sub Pay to **\$130** (Budget Neutral)
- Re-org –Create Dir Pupil Services - \$10,000 –
- ODD Coordinator – Part-time - \$30,000 (Adjusted)
- Afterschool Activities Coord Stipend– EHBI - \$4,007

Prioritized Requests – Tentative Budget

Not Included in



Priority	Department	Request	Cost
2	Tech	Phone System Upgrade	\$110,000
2	DYHS	Create Admin .5 Admin for Athletics	\$20,000
2	DYHS	Add 2 FTE for DYHS ‘Night School’	\$175,000
2	DYHS	Add Teacher for ISS	\$77,581
2	EHBi	FFE Replacement (S.O. # 3)	\$10,000
2	DYMS	Add 2 Special Ed Teachers	\$175,000

Priority	Department	Request	Cost
2	SAE	Add Special Education Teacher	\$84,624
2	EHBi	Add Special Education Teacher	\$84,624
2	MLE	Add Family Liaisons to General Budget (S.O. # 1 & 2)	\$100,000
2	SAE	FFE Replacement (S.O. # 3)	\$57,500
2	EHBi	FFE Replacement (S.O. # 3)	\$10,000
2	Tech	Replace all remaining Smartboards with Touch view (S.O. # 1 – 3)	\$364,000

Summary

Priorities and Funding

Total Cost of Priority 4 Items (Operating)	\$467,000 – E&D
Total Cost of Priority 3 Items (Operating)	\$74,000
Total E & D to Fund One-Time Priority 3	\$1,304,162*

Deferred

Total Cost of Projects Deferred	\$2,240,241
---------------------------------	-------------

7.4% budget increase at the February 2nd meeting of SC with lower state aid and high costs of health insurance, school choice and charter out



* Certified E&D as of 3/3/26 = \$2,788,592.00¹⁸



Feb 9th Reduction Recommendations

Potential Reduction	Savings	Impact
Reduce 1 CO admin (Asst Dir Pupil Services)	\$132,544.88	Shifted work to team chairs, observations/evals to building leaders, slowed initiative implementation, slowed PRS and compliance responsiveness
Not add @ grade 4 (lose FTE)	\$85,247.00	Class size of 21.5 (237 general ed S)
E & D for Priority 4 Facilities items	\$467,000.00	No capital planning in operating budget
Reduce 10 para educators	\$311,360.00	Reorganization of staffing within buildings to support students
Not replace retirement of History teacher at DYHS	\$106,816.00	Fewer sections of electives, larger class sizes in department
Not replace retirement of DYI PE teacher	\$96,546.00	DYI PE class section increase size
Reduce grade 3 @ EHBi	\$85,247.00	20 S per class (80 S in gen ed classrooms)
Reduce 1 Assistant Principal	\$115,000.00	Slower responsiveness to student discipline, slower responsiveness to parent concerns, Higher observation/evaluation caseloads, reduced presence at after hour events

Total Savings = \$1,399,761

Other Savings



Pending Item	Savings	Notation
Healthcare Decreases from 15% to 8% (Act)	\$459,589	CCMHG vote Feb 10
Healthcare Decreases from 15% to 10% (Ret)	\$122,270	Small % held for large number of staff moving to retiree plans
Retirement Savings to Apply	\$145,507	Based upon current information
FICA Adjustment	\$304,215	Review of FICA @ \$1.45% of total of Salary Costs
Total:	\$1,031,581	

Total of \$2,431,342 in reductions or utilization of E&D to lower Operating Budget since 2/2/26

This is in addition to the over \$2.2 million in deferred projects

Adjustment to Operating Budget



FY 2026 Operating	FY 2027 (2/2/26)	FY 2027 (2/9/26)	FY 2027 (3/2/26)
\$80,347,758	\$86,308,845 (7.442%)	\$84,287,393 (4.903%)	\$83,877,503 (4.3933%)
Total Assessment			
\$62,739,011	\$68,696,756 (9.496%)	\$66,675,304 (6.274%)	\$66,265,414 (5.621%)
Minimum Required Contribution	<ul style="list-style-type: none"> •Dennis - \$14,560,512 •Yarmouth - \$30,048,939 	<ul style="list-style-type: none"> •1.646% over last year •3.419% over last year 	
Remaining to be Assessed 5 year rolling Average of Foundation Enrollment	<ul style="list-style-type: none"> (\$24,087,305) •Dennis - \$7,335,307 (30.453%) •Yarmouth - \$16,751,998 (69.547%) 	<ul style="list-style-type: none"> (\$22,065,853) •Dennis - \$6,719,714 (30.453%) •Yarmouth - \$15,346,139 (69.547%) 	<ul style="list-style-type: none"> (\$21,655,963) •Dennis - \$6,594,890 (30.453%) •Yarmouth - \$15,061,073 (69.547%)
Total Assessment by Town			
Minimum RC + 5 Year Rolling Average	<ul style="list-style-type: none"> •Dennis - \$21,895,819 (8.065%) •Yarmouth - \$46,800,937 (10.179%) 	<ul style="list-style-type: none"> •Dennis - \$21,280,226 (5.027%) •Yarmouth - \$45,395,078 (6.869%) 	<ul style="list-style-type: none"> •\$21,155,402 (4.411%) •\$45,110,012 (6.198%)



Debt Service

- 2021 & 2023 DYIMS Bonds
 - Principal = \$1,275,000.00
 - Interest = \$1,545,918.75
 - Total DYIMS Bonds= **\$2,820,918.75**
- DYIMS BAN
 - Principal = \$444,445.00
 - Interest = \$330,875.00
 - Total DYIMS Ban = **\$775,320.00**
- **Yarmouth = \$2,337,555 – 65%**
- **Dennis = \$1,258,684 – 35%**

- Premium \$118,507.93 will be applied by the district to the interest.
- This is not included in the Interest above.

Options for Consideration by SC (3/9/26)



Option 1	Option 2	Option 3	Option 4
<ul style="list-style-type: none"> Apply \$204,545 savings to lower operating budget Reduce 8 paraeducators Reduce 1 Admin Asst 1 <ul style="list-style-type: none"> \$297,616 	<ul style="list-style-type: none"> Apply \$204,545 savings to lower operating budget Reduce 6 paraeducators Reduce 1 Admin Asst 1 Reduce 1 Unit A Position (Counselor) <ul style="list-style-type: none"> \$320,344 	<ul style="list-style-type: none"> Apply \$204,545 savings to lower operating budget Reduce 5 paraeducators Reduce 1 Admin Asst 1 Reduce 1 Unit A Position (Counselor) <ul style="list-style-type: none"> Reduce Technology Budget \$15,000 <ul style="list-style-type: none"> \$304,208 	<ul style="list-style-type: none"> Apply \$204,545 savings to keeping para positions Reduce 3 paraeducators Reduce 1 Admin Asst 1 <ul style="list-style-type: none"> \$346,481
<p>Net change from 3/2/26 \$83,686,702</p>	<p>Net change from 3/2/26 \$83,663,974</p>	<p>Net change from 3/2/26 \$83,680,110</p>	<p>Net change from 3/2/26 \$83,842,382</p>
<ul style="list-style-type: none"> Dennis - \$21,097,298 (4.124%) Yarmouth - \$44,977,315 (5.885%) 	<ul style="list-style-type: none"> Dennis - \$21,090,376.43 (4.090%) Yarmouth - \$44,961,508.57 (5.848%) 	<ul style="list-style-type: none"> Dennis - \$21,095,290.32 (4.114%) Yarmouth - \$44,972,730.68 (5.875%) 	<ul style="list-style-type: none"> Dennis - \$21,144,707.01 (4.358%) Yarmouth - \$45,085,585.99 (6.140%)

Approved SC Motion (Option # 5)



* HYBRID

I move that the School Committee adopt an FY 2027 operating budget of **\$83,748,973** and a debt assessment of **\$3,596,239** and a Dennis operating assessment of **\$21,116,261** and debt service of **\$ 1,258,684** for a total Dennis assessment of **\$22,374,945**; and a Yarmouth operating assessment of **\$45,020,623** and debt service of **\$ 2,337,555** for a total Yarmouth assessment of **\$47,358,178**

E & D Motion



I move that the School Committee Transfer from E & D the sum of **\$1,304,162** toward the funding of one-time, none operational budget expenses. Those expenses include:

- K-5 ELA Curriculum
- Capital Facilities improvements in the district
- The purchase of Chromebooks for D-Y High School

Maintaining Progress



Great

Strong Funding 6%

- Increased professional development
- Addressing of aging facilities and equipment, development of specialized special education programs
- Expanded curricular & extra-curricular options, replace outdated school equipment, school security upgrades
- Increased behavioral health supports, expanded advance learning programming (math & science),

Stable Funding 5%

The district is “whole”, class size remain within recommended ranges, intervention supports remain in place, continued development of specialized programs to support unique needs of special education students, full and on-going implementation of Strategic plan

Limited Funding 4%

Increased class sizes (8-12), reduction in electives

Increased class sizes (K-7), Reduction in unified Arts, Reduction in building maintenance

Reduction in support services (Intervention, counseling, behavior, MLL), reduced extra curriculars

Shared building administration, reduction of non-instructional staff,

Dysfunctional Funding 3%

FY 27

FY 28

FY 29

FY 30



Long-Term Needs

- There is a strong disconnect between any assumptions that presume a 2.5% increase in assessment for the schools and the reality of the costs of running a school district.
- Continued cuts to programs hamper improvement, hurts students, drive more families away from D-Y, and ultimately cost more (school choice out, charter out)
- Further, a weaker school system hinders property values and lessens the quality of the community as a whole

Capital Planning



Capital Needs – Next 5 years



YEAR (1)		YEAR (2)	
PROJECT	EST 12/25	PROJECT	EST 12/25
SCHOOL BUS REPLACEMENT (5) YEAR	264,000	H.S. RTU REPLACEMENT	1,865,000
HS BLEACHER REPLACEMENT	265,000	LIGHTING CONTROL SYSTEM REPLACEMENT H.S.	83,700
EDWARDS E.S.T. FIRE ALARM PANEL H.S.	47,877	SCHOOL BUS REPLACEMENT	264,000
H.S. GYM FLOOR REFINISHING	40,300	ELECTRICAL VAN REPLACEMENT	55,000
S.A.E. BURNER REPLACEMENT	111,906	SECURITY CAMERA UPGRADE	200,000
		GENETEC SECURITY UPGRADE	200,000
		EZRA BAKER ASSESSMENT STUDY	250,000
TOTAL	729,083	TOTAL	2,917,700

Capital Needs – Next 5 years



PROJECT	YEAR (3)		YEAR (4)		YEAR (5)	
	EST 12/25	PROJECT	EST 12/25	PROJECT	EST 12/25	PROJECT
S.A.E. ROOF REPLACEMENT PHASE (1)-(2) SCHOOL BUS REPLACEMENT (5) YEAR H.S. STADIUM RENOVATION	1,040,000	ECM 1 FCU/CHU AUTOMATION	124,000	SCHOOL BUS REPLACEMENT	264,000	264,000
	264,000	ECM 3 HV UNIT VFD	147,000			
	5,100,000	ECM 4 RTU UNIT VFD	64,840			
		STEAM TABLE REPLACEMENT	30,000			
		SCHOOL BUS REPLACEMENT (5) YEAR	264,000			
TOTAL	6,404,000	TOTAL	629,840	TOTAL	264,000	264,000

ARTICLE 10

ARTICLE 10: FY2027 DENNIS-YARMOUTH REGIONAL SCHOOL DISTRICT ASSESSMENT OVERRIDE

To see if the Town will vote to raise and appropriate \$348,050, for the unfunded portion of the Town’s Assessment of the Dennis-Yarmouth Regional School District for the Fiscal Year beginning July 1, 2026; contingent upon voter approval of a Proposition 2½ override ballot question; or to take any other action relative thereto.

(Dennis-Yarmouth Regional School Committee)

Select Board: Voted X-X-X to place and support the article and to raise and appropriate \$348,050 subject to an override of Proposition 2½ under M.G.L. c. 59, s. 21C for the unfunded portion of the Town’s Assessment for the Dennis Yarmouth Regional School District for the Fiscal Year beginning July 1, 2026.

Explanation:

DYRSD assessment and debt service are on a five-year average enrollment and the required minimum local contribution as determined by the State. The proposed FY2027 tuition assessment appropriation represents an increase of \$854,592 or 4.22% from FY2026.

Budgeted 2.5%	\$20,768,211 Article 9
FY27 Assessment	\$21,116,261
Unfunded	\$ 348,050 Article 10

ARTICLE 13: CAPITAL OUTLAY – CAPITAL IMPROVEMENT FUND

To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money to purchase or fund the following capital outlay items, and further, to authorize the Select Board to enter into a lease purchase agreement or agreements for a term not to exceed five (5) years; or to take any other action relative thereto.

Fund	Project	Amount
220-Fire	Replace 2017 Ford Explorer	\$92,800
422-Public Works	Replace 2011 Truck (M-2)	\$212,300
422-Public Works	Relace 2012 Skid Steer (H-24)	\$116,800
422-Public Works	Relace 2015 Truck (DPW-3)	\$114,600
422-Public Works	Relace 2006 1 Ton Roller	\$34,600
422-Public Works	Replace 2018 1 Ton Dump Truck (H-8)	\$139,400
	TOTAL	\$710,500

(Select Board)

Select Board: Voted X-X-X to place and support transferring \$710,500 from the Capital Improvement Fund for the purpose of Article 13.

Explanation:

The Town has continually unfunded approximately half of the requests made within the Capital Improvement Plan. Some of those projects warrant deferment, while others may not. This year \$1,703,400 were projected to be deferred. At this point many critical items are falling off the list not due to lack of need, but due to funding constraints. This article uses available receipts from the Capital Improvement Fund to purchase the items listed above.



MEMORANDUM

TO: Elizabeth C. Sullivan, Town Administrator
FROM: Gregory C. Rounseville, Assistant Town Administrator
DATE: January 22, 2026

Re: **Additional Recommendation from Capital Improvement Fund \$710,500**

The Town has continually unfunded approximately half of the requests made within the Capital Improvement Plan. Some of those projects warrant deferment, while others may not. This year **\$1,703,400** were projected to be deferred. At this point many critical items are falling off the list not due to lack of need, but due to funding constraints. The Administration would like to propose the use of available "Capital Improvement Fund" to fund some additional items, the following additional items are requested:

Department	Project	Amount
220-Fire	Replace 2017 Ford Explorer	\$92,800
422-Public Works	Replace 2011 Truck (M-2)	\$212,300
422-Public Works	Relace 2012 Skid Steer (H-24)	\$116,800
422-Public Works	Relace 2015 Truck (DPW-3)	\$114,600
422-Public Works	Relace 2006 1 Ton Roller	\$34,600
422-Public Works	Replace 2018 1 Ton Dump Truck (H-8)	\$139,400
	Total R&A:	\$710,500

ARTICLE 14: HOME RULE PETITION – AMEND WATERWAYS CAPITAL IMPROVEMENT FUND

To see if the Town will vote to authorize the Select Board to petition the General Court for special legislation to provide as set forth below; provided, however, that the General Court may make clerical or editorial changes of form only to the bill so submitted, unless the Select Board approves amendments to the bill before enactment by the General Court; and 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.

An Act Amending the Waterways Capital Improvement Fund for the Town of Dennis

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. Section 1 of chapter 303 of the acts of 2018 is hereby amended by striking the second sentence and replacing it with the following sentence:

“A portion of the fees collected for boat storage, and a portion of any fees collected pursuant to chapter 118 of the acts of 2008, shall be deposited into the fund, without further appropriation.”

Section 2. Section 2 of chapter 303 of the acts of 2018 is hereby amended by striking the entire section and replacing it with the following:

“The following revenues from fees in the town of Dennis shall be deposited into the fund, without further appropriation: 1) fifty percent of the revenue collected from the boat storage fees; fifty percent of the revenue from transient boater fees; 3) thirty seven and one-half percent of the revenues from fees for daily parking of vehicles and trailers; 4) twenty five percent of the revenues from fees from slip holders; and 5) one hundred percent of the revenues from fees for boats utilizing private docks, as well as fees for dry stored launched boats also known as rack-stored boats.

If authorized by by-law, the select board of the town of Dennis may increase or decrease the percentages of the above-fees deposited into the fund.

Section 3. This act shall take effect upon its passage.
(Select Board)

Select Board: Voted X-X-X to place and support Article 14.

ARTICLE 15

ARTICLE 15: GENERAL BYLAW AMENDMENT - § 19-13

To see if the Town will vote to amend the General Bylaws, Article X of the Town Code, Waterways Dredge and Maintenance Program Receipts Reserved Capital Improvements Fund, as follows (deleted language shown as stricken through and added language shown in bold);

§ 19-13. Authority to increase **or decrease** deposit.

In accordance with Chapter 118 of the Acts of 2008, the **Select Board** ~~Board of Selectmen~~ is hereby authorized to increase **or decrease** the portion of the revenue derived from the Waterways fees to be deposited into said fund, **the current percentages being shown** as follows:

- A. **Fifty** ~~One hundred~~ percent of the transient fees.
- B. **Thirty-seven and one-half** ~~Seventy-five~~ percent of the parking fees.
- C. **Twenty-five** ~~Fifty~~ percent of the non-resident slip holders fees.
- D. **Twenty-five** ~~Fifty~~ percent of the resident slip holders fees.
- E. **Fifty** ~~One hundred~~ percent of private dock and rack fees

Or take any other action relative thereto.

(Select Board)

Select Board: Voted X-X-X to place and support the article.

Explanation:

These fees were considered and approved by the Select Board at the fee hearing on **January 9, 2024.**

In accordance with the Selectmen's Fee Limitation By-Law, certain fee changes require Approval of Town Meeting which are presented in the article.

The creation of a Harbor Capital Improvement Fund will enable the Town to apply harbor related receipts to harbor improvements as it does with Beach, Golf and Transfer Station.

ARTICLE 16

ARTICLE 16: GENERAL BYLAW AMENDMENT - § 19-15 WATERWAYS CAPITAL IMPROVEMENTS FUND

To see if the Town will vote to amend the General Bylaws of the Town by adding a new Section 19-15 to Article XII, entitled “Waterways Capital Improvement Fund”, as shown below:

Article XII Waterways Capital Improvement Fund

§ 19-15 In accordance with Chapter 303 of the Acts of 2018, as amended, the Select Board is hereby authorized to increase or decrease the portion of the revenues listed below, to be deposited into the Waterways Capital Improvement Fund, the current percentages being shown as follows:

- A. Fifty percent of the transient fees.
- B. Thirty-seven and one-half percent of the parking fees.
- C. Twenty-five percent of the non-resident slip holders fees.
- D. Twenty-five percent of the resident slip holders fees.
- E. One hundred percent of private dock and rack fees.

Or to take any other action relative thereto.

(Select Board)

Select Board: Voted X-X-X to place and support Article 16.

Explanation:

These fees were considered and approved by the Select Board at the fee hearing on **January 9, 2024.**

In accordance with the Selectmen’s Fee Limitation By-Law, certain fee changes require Approval of Town Meeting which are presented in the article.

The creation of a Harbor Capital Improvement Fund will enable the Town to apply harbor related receipts to harbor improvements as it does with Beach, Golf and Transfer Station.

ARTICLE 17

ARTICLE 17: WATERWAYS USER FEES

To see if the Town will vote, in accordance with the Selectmen’s Fee Limitation By-Law, to accept the following department fee changes;

Department	Fee Description	Current Rate	New Rate January 1, 2027
Harbormaster	NEW FEE - Waterways User Fee Trailers	NEW	\$50.00
Harbormaster	NEW FEE - Waterways User Fee Slips/Moorings	NEW	\$100.00
Harbormaster	NEW FEE - Waterways User Fee Private Docks	NEW	\$100.00

and further to create and dedicate 100% of the receipts from the Waterways User Fees to the Harbor Capital Improvement Fund; or take any other action relative thereto.

(Select Board)

Select Board: Voted X-X-X to place and support the article.

Explanation:
 These fees were considered and approved by the Select Board at the fee hearing on **January 9, 2024.**

In accordance with the Selectmen’s Fee Limitation By-Law, certain fee changes require Approval of Town Meeting which are presented in the article.

The creation of a Harbor Capital Improvement Fund will enable the Town to apply harbor related receipts to harbor improvements as it does with Beach, Golf and Transfer Station.



MEMORANDUM

TO: JOSEE CARDINAL, FINANCE DIRECTOR
CC: ELIZABETH SULLIVAN, TOWN ADMINISTRATOR
FROM: CONOR SMITH, ACTING HARBOR MASTER
DATE: MARCH 12, 2026
SUBJECT: HARBOR FEE INCREASES

This memorandum serves as a request from the Administration Office to the Select Board to consider an increase in Harbor Fees as outlined below. Harbor Fees are subject to Town Bylaw §36-8.2 that outlines how much a fee can be increased. The intent of the increase in Harbor Fees is to cover the cost of operations and maintenance.

New user fees:

- Waterways User Fee Trailers - \$50.00
- Waterways User Fee Slips/Moorings - \$100.00
- Waterways User Fee Private Docks - \$100.00

Below is a table of the current 2026 fees and proposed increases for 2027:

PARKING FEES

Resident sticker (car only)	\$60.00
Resident sticker (car and trailer)	\$105.00
Non-Resident (car and trailer)	\$110.00
Daily Parking – Sesuit East Side (Vehicle) per day	\$10.00
Daily Parking – Sesuit East Side (Vehicle with Trailer) per day	\$10.00
Daily parking – West	\$25.00
Crew Member Parking Sticker.....	\$30.00 \$50.00

SESUIT HARBOR

Slips – resident per ft. (20’ minimum)	\$100	\$105
Slips – non-resident per ft. (20’ minimum)	\$145	\$150
Slip Holder Dock Box.....		\$250.00

Moorings – resident (16’ minimum).....	\$190.00
Moorings – non-resident (16’ minimum)	\$190.00
Moorings – over 16’ per ft.	\$8.00
Overwintering of shellfish	\$10 per cleat or \$25 per float
Waterways Special Use Permit – Resident	\$100.00
Waterways Special Use Permit – Non- Resident.....	\$300.00

BASS RIVER

Slips – resident per ft. (20’ minimum).....	\$90.00
Slips – non-resident per ft. (20’ minimum)	\$134.00
Moorings – resident	\$185.00 \$190.00
Moorings – non-resident.....	\$185.00 \$190.00

SWAN RIVER LANDING

Rack Storage	\$35.00
Sand Anchor.....	\$30.00

PRIVATE DOCK

Dock storage per ft. (16’ minimum)	\$6.00
Rack storage per ft. (16’ minimum).....	\$6.00

TRANSIENT SLIP

June 1 to September per foot/night.....	\$5.00
October 1 to May 31per foot/night.....	\$2.00
Temporary Transient Slip – 4 hour maximum-	\$10.00
Shore power - per cord daily.....	\$10.00

TRANSIENT MOORING

Summer per ft. daily	\$1.50
Spring & Fall per ft. daily.....	\$1.00

OFF LOAD PERMIT

Light.....	\$75.00 \$100.00
Medium.....	\$150.00 \$200.00
Heavy	\$500.00

PRAM	\$130.00
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10A float	\$380.00 \$400.00
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ELECTRICITY

Low	\$105.00 \$150.00
High.....	\$225.00 \$300.00

HAULER

Daily.....	\$25.00
Seasonal	\$100.00

ILLEGAL FEES

Mooring.....	\$100.00
Illegal Removal.....	\$100.00
Storage of Illegal Removal	\$300.00

WAIT LIST

\$20	\$25
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HARBORMASTER DEPARTMENT

See Appendix G for information on the legal basis of the Harbor Department's fee schedule

PARKING FEES

Resident sticker (car only).....	\$60.00
Resident sticker (car and trailer)	\$105.00
Non-Resident (car and trailer).....	\$110.00
Daily Parking – Sesuit East Side (Vehicle) per day	\$10.00
Daily Parking – Sesuit East Side (Vehicle with Trailer) per day	\$10.00
Daily parking – West	\$25.00
Crew Member Parking Sticker.....	\$30.00 50.00

SESUIT HARBOR

Slips – resident per ft. (20' minimum).....	\$100.00 105.00
Slips – non-resident per ft. (20' minimum).....	\$145.00 150.00
Slip Holder Dock Box	\$250.00
Moorings – resident (16' minimum).....	\$190.00
Moorings – non-resident (16' minimum).....	\$190.00
Moorings – over 16' per ft.....	\$8.00
Overwintering of shellfish	\$10 per cleat or \$25 per float
Waterways Special Use Permit – Resident	\$100.00
Waterways Special Use Permit – Non-Resident.....	\$300.00

BASS RIVER

Slips – resident per ft. (20' minimum).....	\$90.00
Slips – non-resident per ft. (20' minimum).....	\$134.00
Moorings – resident	\$185.00 190.00
Moorings – non-resident.....	\$185.00 190.00

SWAN RIVER LANDING

Rack Storage	\$35.00
Sand Anchor	\$30.00

PRIVATE DOCK

Dock storage per ft. (16' minimum)	\$6.00
Rack storage per ft. (16' minimum)	\$6.00

TRANSIENT SLIP

June 1 to September per foot/night.....	\$7.00
October 1 to May 31per foot/night.....	\$2.00
Temporary Transient Slip – 4 hour maximum-	\$10.00
Shore power - per cord daily per foot/night	\$1.00

TRANSIENT MOORING

Summer per ft. daily \$1.50
Spring & Fall per ft. daily \$1.00

OFF LOAD PERMIT

Light ~~\$75.00~~100.00
Medium ~~\$150.00~~200.00
Heavy \$500.00

PRAM \$130.00

Moorings – 10A Floats ~~\$380.00~~400.00

ELECTRICITY

Low ~~\$105.00~~150.00
High ~~\$225.00~~300.00

HAULER

Daily \$25.00
Seasonal \$100.00

ILLEGAL FEES

Mooring \$100.00
Illegal Removal \$100.00
Storage of Illegal Removal \$300.00

WAIT LIST

Slips - Sesuit ~~\$20.00~~25.00
Slips – Bass River ~~\$20.00~~25.00
Moorings - Sesuit ~~\$20.00~~25.00
Moorings – Bass River ~~\$20.00~~25.00
Rack – Swan River ~~\$20.00~~25.00
Anchor – Swan River ~~\$20.00~~25.00
Renewal/Maintenance ~~\$20.00~~25.00

WATERWAYS USER FEES

****NEW FEE*** Trailers \$50.00
****NEW FEE*** Slips/Moorings \$100.00
****NEW FEE*** Private Docks \$100.00

ARTICLE 18: SESUIT HARBOR PROJECT BIDDING

To see if the Town of Dennis will vote to raise and appropriate or transfer from available funds \$63,800 for designer services related to rebidding for proposed improvements at Sesuit Harbor; or take any other action relative thereto.

(Select Board)

Select Board: Voted X-X-X to place and support the article.

Explanation

See attached memo.

WATERWAYS CAPITAL IMPROVEMENT FUND PROJECTION

Org	Object	Description	FY2027	FY2028	FY2029	FY2030
406000	10400	WATERWAY DREDGE CASH	-	695,048.00	942,023.72	1,209,659.98
REVENUE						
406295	43281	HARBOR FEES (Article 16)	665,848.00	675,835.72	685,973.26	696,262.85
406295	43281	NEW WATERWAYS USER FEES (Article 17)	329,200.00	329,200.00	329,200.00	329,200.00
						1.5% INCREASE
						Flat
EXPENSE						
406295	59610	SESUIT HARBOR PROJECT DEBT SERVICE CAPITAL	(300,000.00)	(458,060.00)	(447,537.00)	(437,014.00)
						Per DSS
						(300,000.00)
NET (SURPLUS) DEFICIT			695,048.00	246,975.72	267,636.26	288,448.85

Town of Dennis, Massachusetts
\$6,452,000 Dredging Bonds dated April 15, 2026

Assumes Equal Principal, 20 Years
 interest estimated, subject to change

Debt Service Schedule

Date	4952000		100%		
	Principal	Coupon	Interest	Total P+I	Waterways CIF Fiscal Total
04/15/2026	-	-	-	-	-
10/15/2026	-	-	105,230.00	105,230.00	-
04/15/2027	4,952,000.00	4.250%	105,230.00	352,830.00	-
06/30/2027	-	-	-	-	458,060.00
10/15/2027	-	-	99,968.50	99,968.50	-
04/15/2028	4,704,400.00	4.250%	99,968.50	347,568.50	-
06/30/2028	-	-	-	-	447,537.00
10/15/2028	-	-	94,707.00	94,707.00	-
04/15/2029	4,456,800.00	4.250%	94,707.00	342,307.00	-
06/30/2029	-	-	-	-	437,014.00
10/15/2029	-	-	89,445.50	89,445.50	-
04/15/2030	4,209,200.00	4.250%	89,445.50	337,045.50	-
06/30/2030	-	-	-	-	426,491.00
10/15/2030	-	-	84,184.00	84,184.00	-
04/15/2031	3,961,600.00	4.250%	84,184.00	331,784.00	-
06/30/2031	-	-	-	-	415,968.00
10/15/2031	-	-	78,922.50	78,922.50	-
04/15/2032	3,714,000.00	4.250%	78,922.50	326,522.50	-
06/30/2032	-	-	-	-	405,445.00
10/15/2032	-	-	73,661.00	73,661.00	-
04/15/2033	3,466,400.00	4.250%	73,661.00	321,261.00	-
06/30/2033	-	-	-	-	394,922.00
10/15/2033	-	-	68,399.50	68,399.50	-
04/15/2034	3,218,800.00	4.250%	68,399.50	315,999.50	-
06/30/2034	-	-	-	-	384,399.00
10/15/2034	-	-	63,138.00	63,138.00	-
04/15/2035	2,971,200.00	4.250%	63,138.00	310,738.00	-
06/30/2035	-	-	-	-	373,876.00
10/15/2035	-	-	57,876.50	57,876.50	-
04/15/2036	2,723,600.00	4.250%	57,876.50	305,476.50	-
06/30/2036	-	-	-	-	363,353.00
10/15/2036	-	-	52,615.00	52,615.00	-
04/15/2037	2,476,000.00	4.250%	52,615.00	300,215.00	-
06/30/2037	-	-	-	-	352,830.00
10/15/2037	-	-	47,353.50	47,353.50	-
04/15/2038	2,228,400.00	4.250%	47,353.50	294,953.50	-
06/30/2038	-	-	-	-	342,307.00
10/15/2038	-	-	42,092.00	42,092.00	-
04/15/2039	1,980,800.00	4.250%	42,092.00	289,692.00	-
06/30/2039	-	-	-	-	331,784.00
10/15/2039	-	-	36,830.50	36,830.50	-
04/15/2040	1,733,200.00	4.250%	36,830.50	284,430.50	-
06/30/2040	-	-	-	-	321,261.00
10/15/2040	-	-	31,569.00	31,569.00	-
04/15/2041	1,485,600.00	4.250%	31,569.00	279,169.00	-
06/30/2041	-	-	-	-	310,738.00
10/15/2041	-	-	26,307.50	26,307.50	-
04/15/2042	1,238,000.00	4.250%	26,307.50	273,907.50	-
06/30/2042	-	-	-	-	300,215.00
10/15/2042	-	-	21,046.00	21,046.00	-
04/15/2043	990,400.00	4.250%	21,046.00	268,646.00	-
06/30/2043	-	-	-	-	289,692.00
10/15/2043	-	-	15,784.50	15,784.50	-
04/15/2044	742,800.00	4.250%	15,784.50	263,384.50	-
06/30/2044	-	-	-	-	279,169.00
10/15/2044	-	-	10,523.00	10,523.00	-
04/15/2045	495,200.00	4.250%	10,523.00	258,123.00	-
06/30/2045	-	-	-	-	268,646.00
10/15/2045	-	-	5,261.50	5,261.50	-
04/15/2046	247,600.00	4.250%	5,261.50	252,861.50	-
06/30/2046	-	-	-	-	258,123.00
Total	\$4,952,000.00	-	\$2,209,830.00	\$7,161,830.00	\$7,161,830.00



MEMORANDUM

TO: Elizabeth C. Sullivan, Town Administrator

FROM: Gregory C. Rounseville, Assistant Town Administrator

DATE: February 17, 2026

Re: Proposed Rebidding of Sesuit Harbor Improvement Project

On January 7, 2026 the Town was awarded **\$1.5 million** towards this project by the Seaport Economic Council. Previous bid amount \$6,552,000 bid held on October 8, 2025 it is anticipated this additional delay will cause an escalation in overall project cost. The choice to fund rebid through Annual Town meeting as opposed to reserve fund transfer has the effect of delaying this project by a year rather than six months.

Since the Select Board cancelled the tentative Special Town Meeting for January 5, 2026, the Town will need to go through the process again for bidding for construction, if the Town desires to move forward with project. There are additional costs associated with rebidding. One is for the architect to amend bid documents to align with new dates, adjust construction estimates, etc. The other is conducting a buildings hazardous materials building survey, which came to light during bidding process. To rebid this project the following sum would need funding:

- \$43,000 Architect fees associated with rebid
- \$15,000 Associated with services to evaluate hazardous materials that may be associated with existing building demolition, this would need to be inserted in bid packet

Total amount required \$58,000 x 10% contingency for unforeseen items **\$63,800.**



MEMORANDUM

TO: Elizabeth C. Sullivan, Town Administrator

FROM: Gregory C. Rounseville, Assistant Town Administrator

DATE: January 8, 2026

Re: Sesuit Harbor Improvements - status

- 1-7-26 Seaport Economic Council **\$1.5 million** award for project
 - Have until December 2026 to sign agreement
- 12-18-25 Received quote from Catalyst Architecture to rebid project **\$43,000**
- 12-9-25 Select Board voted unanimously to cancel Special Town Meeting tentatively scheduled for January 5, 2026 (Canceled existing bid)
- 11-4-25 Select Board voted 3-1 to tentatively hold Special Town meeting on January 5, 2026
- 10-8-25 General Contractor bids received total **\$6,452,000 (\$1.548,000 under estimate)**
- 9-26-25 Filed sub-bids received
- 9-10-25 Grant application due and submitted
- 9-9-25 Select Board voted unanimously to complete grant application with Seaport Economic Council
- 8-26-25 Select Board voted to complete bidding process as to have a firm bid price for October 21, 2025 Special Town Meeting
- 5-13-25 Subsequent Ballot Vote passed
- 5-6-25 Article 33 Sesuit Harbor West Design and Construction defeated at ATM
- 4-7-25 Planning/Zoning Board Approval
- 3-13-25 Board of Health Approval
- 10-4-24 Conservation Commission Approval
- 1-23-24 SHBC meeting
- 12-13-23 Geotechnical Report completed
- 11-9-23 Special Town meeting approved Article 20 for Sesuit Harbor supplemental funding
- 9-26-23 Select Board was given funding options (i.e. ARPA, reserve fund, Town Meeting, etc.)
- 9-5-23 delay necessitated an additional **\$29,500** in Designer cost
- 3-30-23 SHBC meeting
- 2-28-23 Select Board voted to approve design which had not significantly changed since previously approved by SHBC in February of 2022
- 12-1-22 SHBC - Impasse with Waterways Commission causes over year delay
- 9-9-22 MA Contract signed for grant extension

- 6-14-22 presentation to Select Board SHBC preferred design – Select Board directed Committee to reach agreeable compromise with Waterways Commission
- 5-26-22 SHBC voted to make presentation to Select Board
- 3-30-22 Joint meeting with SHBC and Waterways Commission with no consensus
- 2-3-22 Final Design approved by SHBC
- 12-15-21 Committee meeting reviewed proposed parking layout with building locations
- 12-2-21 Staff review of (Planning, Building, Engineering, DPW, Police, Fire, etc.)
- 10-14-21 kickoff meeting with Designer, Committee and staff preliminary schematics
- 9-23-21 Initial Committee meeting – election of officers
- 7-13-21 Select Board appoint Sesuit Harbor Building Committee (SHBC) members
- 8-11-21 As-built survey completed (west side of harbor)
- 6-1-21 Select Board voted unanimously to sign contract with Catalyst Architecture Interiors
- 5-25-21 MA Contract signed for \$240,000 grant
- 4-2-21 Catalyst Architecture Interiors selected
- 3-25-21 Request for Qualifications for Design Services Due
- 10-3-20 Special Town Meeting approved \$60,000 matching fund
- 8-15-20 awarded Seaport Economic Council Grant \$240,000 Design Services



MEMORANDUM

TO: Elizabeth C. Sullivan, Town Administrator

FROM: Gregory C. Rounseville, Assistant Town Administrator

DATE: December 2, 2025

Re: Proposed Sesuit Harbor Improvements

In 2019 the Town of Dennis was awarded a Seaport Economic Council Grant. The grant amount was \$240,000 with a Town match of \$60,00 which was approved at the Special Town Meeting held on October 3, 2020. A Request for Qualifications for design services was due March 25, 2021. On April 2, 2021 the designer selection panel unanimously recommended to award Catalyst Architecture Interiors the design associated with Sesuit Harbor Improvements. This work was focused on the westerly landside buildings, parking and pedestrian areas.

As you are aware at the Annual Town Meeting (ATM) held on May 6, 2025, Article 33 "Sesuit Harbor West Design and Construction Project" was defeated at the ATM, but subsequently passed a ballot vote held on May 13, 2025. At the time of the ATM there was not a solicited bid for this project and a firm number was not in place, which may have had a negative impact on ATM vote. At the August 26, 2025 the Select Board voted to complete the bidding process as to have a firm bid price for the October 21, 2025 Special Town meeting.

On August 13, 2025 (Revised 8-20-25) the Seaport Economic Council Grant Program issued their grant opportunity with a grant range between \$50,000 to \$3,000,000. Usually, the Seaport Economic Council looks favorably on applicants that obtained seed money for design through their organization, which the Town did. The timing of award coincides nicely with anticipated construction schedule, award in November/December 2025, Contract January 1, 2026. The application was due Wednesday, September 10, 2025. Between staff and the designer, the Town completed the application after being directed by the Select Board to do so (9-9-25).

The filed sub-bids were due September 26th and came in approximately \$200,000 under estimate. General Contractor bids due October 8th and also came under estimate. Currently the anticipated bid amount is **\$6,552,000 (\$1,448,000 under estimate)**. The Select Board voted to at their November 4th meeting to hold a Special Town Meeting on Monday, January 5, 2026. The Seaport Economic Council has moved the date of their vote to authorize \$1.5 million to project into January 7, 2026. This would necessitate the Town vote to authorize up to \$6,552,000 with the expectation that it may be reduced by another \$1.5 million for a total anticipated project cost of **\$5,052,000**.

Holding STM on January 5, 2026:

- Would need to vote to authorize **\$6,552,000** at STM
- Anticipated Seaport Economic Council vote on January 7, 2026 (award was supposed to be announced in November) – anticipate \$1.5 million dollars in award
- Upon grant award Town would have until December 2026 to sign contract with Seaport Economic Council
- Currently have bid result for General Contractor and filed sub-bidders, tentative awarded pending funding at STM

Holding Town Meeting on a different date:

- Would delay project
- Project would need rebidding
- Would necessitate funding for rebidding through Architect – would need to happen ASAP to be able to sign change order and start process – have asked for estimated cost, due to timing this would necessitate a reserve fund transfer - TBD
- Project would escalate in cost
- Would need anticipated date of Town Meeting to back out dates for advertising



18 December 2025

Elizabeth C. Sullivan, Town Administrator
Town of Dennis
685 Route 134
South Dennis, MA 02660

Re: Contract Amendment #2
Sesuit Harbor Design and Construction
1 Island Wharf Road
Marion, MA

At the request of the Town of Dennis we are offering this contract amendment to rebid in 2026. This will serve to amend the contract titled "Sesuit Harbor Design and Construction" dated May 25, 2021. The current contract amount of \$329,500 shall be increased by \$43,000.

Proposed "Lump Sum" Add Service Fee:

➤ Total Add Service Fee = \$ 43,000.00
(* The fee above is inclusive of all necessary consultants)

ADDITIONAL FEE PROPOSAL ACCEPTANCE:

Elizabeth C. Sullivan
Town Administrator
Town of Dennis

Date



Timothy R. Sawyer, President
Catalyst Architecture / Interiors

12/18/2025

Date



December 18, 2025

Mr. Gregory Rounseville
Assistant Town Administrator
Town of Dennis
685 Route 134
South Dennis, MA 02660

**SUBJECT: Proposal for Hazardous Materials Building Survey, Building Demolition Specifications, Hazardous Materials Abatement Oversight and Monitoring
351 Sesuit Neck Road, Dennis, Massachusetts**

Dear Mr. Rounseville:

Kleinfelder is pleased to present this proposal to provide services associated with building demolition activities to support the Town of Dennis for the property located at 351 Sesuit Neck Road.

BACKGROUND AND PROJECT UNDERSTANDING

We understand that the Town of Dennis (the Town) has plans to demolish two buildings on-site to facilitate future redevelopment of the property. Due to the age of the buildings, constructed circa 1960, the Town has requested a hazardous materials building survey, which is required to be completed prior to building demolition. Should hazardous building materials be identified, the Town has requested that Kleinfelder assist with bid specifications related to the abatement of these materials prior to building demolition and provide project monitoring and air testing services during abatement, if necessary, prior to the building's demolition.

SCOPE OF SERVICES

The services associated with this proposal include three tasks that will support the Town's demolition of the existing site buildings. The proposed scope of services represents the most likely activities; however, results of hazardous materials building survey may drive the recommended scope and any potential deviations from the below.

Task 1 – Hazardous Materials Building Survey

An intrusive, pre-demolition survey for asbestos, lead-based paint (LBP), mercury and polychlorinated biphenyls (PCBs) will be completed to the extent permitted by the owner using hand tools on the interior and exterior portions of the building. The survey will be performed by accredited inspectors by the Massachusetts Department of Labor Standards. If made available, documents such as previous investigations/data or pre-design drawings, will be reviewed prior to conducting our on-site survey.

Bulk samples will be collected from suspected interior and exterior building materials (i.e., ceiling tiles, floor tiles/mastic, wall board with joint compound) and delivered to an accredited laboratory for analysis of asbestos content by Polarized Light Microscopy (PLM) in accordance with the

method described in 40 CFR Part 763, Subpart F, Appendix A. The reporting limit for the referenced EPA analytical methods is one percent (1%) asbestos by weight. Materials with 1% or more asbestos fibers by weight are considered asbestos containing (ACM). Materials with less than 1% asbestos by weight are considered Non-ACM. If less than 1% ACM is detected in specific resin-bound materials (i.e. floor tiles), analysis using Transmission Electron Microscopy (TEM) will be recommended to confirm results.

During the asbestos survey interior and exterior building materials suspected to contain lead-based paint (LBP) will also be identified. Paints will be field screened using a portable X-Ray Fluorescence (XRF) analyzer. The United States Department of Housing and Urban Development (HUD) standard of 1.0 micrograms per cubic centimeter (mg/cm²) will be used as a conservative reference to determine the presence/absence of LBP.

Recommendations for the handling of lead containing wastes for disposal is typically determined by performing the Toxicity Characteristic Leaching Procedure (TCLP); however, if field testing indicates minimal concentrations of LBP, TCLP may not be necessary. Costs for TCLP are not included in this proposal. This testing and laboratory analysis costs are recommended to be included in the contractor's bid.

During the asbestos and LBP survey, Kleinfelder's subcontractor will make visual observations for mercury-containing components associated with the building, including fluorescent light bulbs, thermostats containing mercury tubes and electrical switch gears. The survey for mercury-containing components will include an inventory of materials to assist in preparing cost estimates for removal and proper disposal/recycling.

Survey for building materials that may contain polychlorinated biphenyls (PCBs) will also be based on visual observations. During the survey for PCBs, light ballasts (those installed prior to 1978) and electrical transformers that may contain PCBs will be identified by observing identification marks on affixed labels and other relevant data. Other sources of PCBs that may be present in typical building materials such as caulking, glazing and sealants will be collected and submitted for laboratory analysis for PCB content.

Results of the hazardous materials survey will be detailed in a summary report. The summary report will also include an inventory of ACM, LBP, mercury containing components and PCBs, recommendations for remedial action (if applicable) and remediation cost estimates.

Task 2 – Design Services

Should the outcome of the Hazardous Materials Building Survey identify hazardous materials that will require management prior to building demolition, Kleinfelder's subconsultant will provide a certified Project Designer to prepare site-specific technical asbestos abatement specifications, Lead Based Paint Handling Documents and Miscellaneous Hazardous Building Material specifications for incorporation into the scope of work for building demolition. The specifications will include a scope of work for each area requiring abatement, including work area preparations, engineering controls, and waste disposal requirements.

As part of this task, a bid form will also accompany the specification for contractor bidding purposes. Also included in this task are a pre-bid walkthrough, a review of bid submittals and a review of contractor required submittals prior to the start of work.

Task 3 – Project Monitoring

Should the outcome of the Hazardous Materials Building Survey require abatement prior to building demolition, full time project monitoring services will be provided by Kleinfelder's subconsultant. Project monitoring services will include pre-abatement background air samples, pre-abatement work area preparation inspections, perimeter air testing during abatement, work area inspections, work practice reviews and post-abatement visual inspections and clearance air testing. The asbestos abatement will be overseen by a certified Asbestos Abatement Project Monitor provided by Kleinfelder's subconsultant. If project monitoring services are required, Kleinfelder will develop a more detailed scope of work based on the findings of the Hazardous Materials Building Survey.

ASSUMPTIONS

Kleinfelder prepared this proposal using certain assumptions based on our knowledge of the site and experience with similar projects. For our fee estimate, we have assumed the following:

Task 1 – Hazardous Materials Building Survey

- Kleinfelder assumes that 40 PLM bulk samples will be collected. If more samples are required, the client will be notified in advance. Additional samples will be billed at a rate of \$20.60 per sample.
- Kleinfelder assumes that 4 samples will be analyzed by TEM. If more samples are required, the client will be notified in advance. Additional TEM samples will be billed at a rate of \$62 per sample.
- Kleinfelder assumes that 4 bulk samples will be analyzed for PCBs. If more samples are required, the client will be notified in advance. Additional samples for PCB analysis will be billed at a rate of \$154.50 per sample.

SAFETY

As a firm, Kleinfelder holds safety paramount to our business activities. We follow the industry leading Loss Prevention System® (LPS) with a goal of having zero incidents on all of our projects. Kleinfelder's LPS is a behavior-based system that incorporates tools specifically designed to empower our people, evaluate for and prevent loss potentials, and provide effective solutions to manage potential and realized losses impacting both traditional health and safety issues and business operations.

Specifically, the goal of LPS is to prevent or reduce severity of personal injuries, equipment or property damage, product quality incidents such as spills and leaks, regulatory assessments, operational or system inefficiencies, and near losses/misses. Our staff uses LPS and Kleinfelder developed tools to ASSESS those factors that cause or contribute to these types of incidents, ANALYZE corrective measures and identify tools required to mitigate the hazards, and ACT to implement solutions that eliminate or reduce the likelihood that the event could recur. The program involves all layers of the organization, including technicians, engineers, scientists, supervisors, managers, administrators, and executives.

Components of the program include regularly scheduled safety meetings; Job Safety Analysis for priority job activities; Project Safety Audits; lessons learned on incidents and near loss

investigations; site-specific safety plans for all projects; effective hazard controls; and internet-based, self- directed, and ongoing safety training, among others.

FEE

Kleinfelder will perform the scope of services detailed above for Task 1, Hazardous Building Materials Survey, on a time and materials basis, not to exceed \$8,000.00. Should the results of Task 1 determine that Task 2, Design Services is needed, Task 2 will also be completed on a time and materials basis, not to exceed \$7,200.00. The table below is an estimate of the Task 3, Project Monitoring work based on similar projects. As the actual Scope of Work for any Project Monitoring will not be known prior to the completion of Task 1, these costs could change. This amount will not be exceeded without prior approval. Client and Kleinfelder may subsequently agree in writing to provide for additional services to be rendered under this agreement for additional, negotiated compensation.

Task 1 – Hazardous Building Materials Survey.....	\$8,000.00
Task 2 – Design Services	\$7,000.00
Task 3 – Project Monitoring	\$21,000.00
Estimated total.....	\$36,000.00

LIMITATIONS

Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder’s profession practicing in the same locality, under similar conditions and at the date the services are provided. Our conclusions, opinions and recommendations will be based on a limited number of observations and data. It is possible that conditions could vary between or beyond the data evaluated. Kleinfelder makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided.

While industry standards will be followed during the asbestos survey, we do not warrant that all suspect hazardous building materials will be identified in or on the building and we shall not be held liable for abatement costs related to hazardous materials that are either not discovered or appropriately characterized. This is due in part to inherent problems with every building survey, such as, but not limited to:

- Seemingly homogenous materials that are not in fact homogeneous;
- Seemingly representative locations that are not in fact representative;
- Layered materials that are not uniformly present or are isolated;
- Materials that are present in an isolated and limited quantity;
- Materials that are present but were not recognized as being hazardous; and,
- Materials that are present in locations that are unsafe or otherwise difficult to access.

The client will be notified as soon as a change in total quantity is identified.

This proposal is valid for a period of 45 days from the date of this proposal. This proposal was prepared specifically for the client and its designated representatives and may not be provided to others without Kleinfelder's express permission.

Sincerely,

KLEINFELDER



Lisa Stone
Project Manager



Jeremy Blumberg, CHMM
Project Manager

Attachment – Client Professional Services Agreement

cc: File

CLIENT PROFESSIONAL SERVICES AGREEMENT

Enter Contract Number

This Agreement is made on: _____ between Town of Dennis (**Client**) and Kleinfelder Northeast, Inc. (**Company**). Client hereby appoints Company to provide certain Services (as defined below), and Company hereby agrees to perform the Services, on the following terms and conditions:

1. SCOPE OF SERVICES

Client engages Company to provide, and Company agrees to provide, the professional services as set forth in Company's Proposal dated December 18, 2025 (**Proposal**), and as follows (collectively the **Services**):

Perform a Hazardous Building Materials Survey (Task 1) and, if needed, Design Services (Task 2) and Project Monitoring (Task 3) for 351 Sesuit Neck Road, Dennis, MA.

2. SCHEDULE AND PAYMENT

Company shall perform the Services, and Client shall pay Company, in accordance with the schedule and payment basis set forth in the Proposal, and as follows:

Net thirty (30) days from date of invoice.

3. GENERAL CONDITIONS AND ADDENDA

THE GENERAL CONDITIONS ON PAGE 2 CONTAIN INDEMNIFICATION, LIMITATION OF LIABILITY AND OTHER IMPORTANT PROVISIONS AFFECTING THE PARTIES' LEGAL RIGHTS AND OBLIGATIONS.

Client and Company have read, understand and agree to this Agreement, the General Conditions, the Indemnity and Limitation of Liability provisions located on Page 2, and all Proposal, Fee Schedule and addenda identified herein.

This Agreement includes the terms herein, General Conditions and any Proposal, Fee Schedule and addenda identified herein, which taken together apply to all services undertaken pursuant to this Agreement, represent the parties' entire agreement of and supersedes all agreements on the same subjects between the parties, either oral or in writing, including any Client work or purchase order.

This Agreement is governed and construed in accordance with the laws of the state where the Services are performed. The parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of such state and waive any right to object to any proceedings being brought in those courts. The parties hereby expressly waive any and all rights to trial by jury.

EXECUTED by the parties as of the date first written above:

CLIENT:

COMPANY:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

CLIENT PROFESSIONAL SERVICES AGREEMENT – GENERAL CONDITIONS

1. **Standard of Care.** Company will perform its Services in a manner consistent with that level of care and skill ordinarily exercised by other members of Company's profession practicing in the same locality, under similar conditions and at the date the Services are provided. Company makes no representation, guarantee or warranty, express or implied, regarding the Services, or any communication (oral or written), certification, report, opinion, or Instrument of Service provided under or pursuant to this Agreement.
2. **Insurance.** Company will maintain worker's compensation, commercial general liability, automobile liability and professional indemnity insurance coverage. Client will maintain adequate insurance coverage and will require and verify any contractors or parties it hires to have adequate insurance coverage. Client agrees that its failure to comply with this clause invalidates any indemnity by Company hereunder.
3. **Pricing and Payment.** The hourly rates charged for Company's Services are adjusted annually in January of each year to reflect changes in the various elements that comprise such hourly rates. Company reserves the right to periodically adjust its fee schedule. Except as otherwise provided in the first page of this agreement or Proposal, Client shall pay invoices upon receipt. Invoices not paid within thirty (30) days of invoice date incur a fee of 1½ % per month from the date of invoice and suspension by Company of all Services.
4. **Prevailing Wages.** It is Client's legal responsibility to determine whether the Project is covered under prevailing wage regulations. Unless Client specifically informs Consultant in writing that the Project is a prevailing wage project and is identified as such in Consultant's Scope of Services, Client agrees to defend, indemnify and hold harmless Consultant from and against all liabilities, losses, claims, costs and damages (including reasonable costs and attorneys fees), resulting from a determination that the Project was covered under prevailing wage regulations.
5. **Termination.** Either party may terminate this Agreement at any time upon written notice, whether for cause or for convenience, in which event Client shall pay Company for such portion of the Services performed and materials provided up to the date of termination.
6. **Performance.** Company will perform the Services as an independent contractor and will not act as Client's agent or employee. The parties do not intend to create, and nothing in this Agreement will be construed to create, any special relationship or fiduciary duty. Company will be subject to and operate in compliance with all federal, state and local laws and regulations. Client agrees that Company will not be responsible for the means, methods, techniques, sequences or procedures of construction, for constant or exhaustive inspection of construction work, or for the safety procedures employed by any party other than its own employees and subcontractors. Company will only sign certifications relating to the Services if Company agreed in writing prior to the commencement of the Services to provide them. Such certifications are statements of professional opinion only. Company will not be liable for delay or failure to perform its Services caused directly or indirectly by circumstances beyond its control, including but not limited to, acts of God, fire, flood, war, sabotage, accident, labor dispute, shortage, government action or inaction, changed conditions, site inaccessibility, or delays due to actions or inactions of Client or others.
7. **Client Responsibilities.** Client agrees to provide all available material, data, and information pertaining to the Services, including, without limitation, (i) composition, quantity, toxicity, or potentially hazardous properties of any material known or believed to be present at any site, (ii) hazards that may be present, (iii) nature and location of underground or otherwise not readily apparent utilities, (iv) summaries and assessments of site past and present compliance status, (v) status of any judicial or administrative action concerning the site or Project, and (vi) Client's relevant benchmarks, plans, maps, and property ownership records. Client will ensure the cooperation of Client's employees, contractors and consultants ("Client Parties") with Company. Company is entitled to rely upon the accuracy and completeness of all information given by Client Parties.
8. **INDEMNITY; LIMITATION OF LIABILITY.** Client will defend, indemnify and hold harmless Company, its officers, directors, parent, affiliates, shareholders and employees, from and against any all claims, demands, causes of action, damages or other liabilities, including but not limited to attorney's fees and other legal expenses reasonably incurred by Company (collectively, "Claims"), that arise from performance of the Services or from Company's acts, errors or omissions in connection with the Project or this Agreement, excepting Claims arising from the sole negligence or wilful misconduct of Company. The maximum aggregate liability of Company in connection with this Agreement and all amendments thereto, whether based in contract or tort or otherwise in law or equity, will be limited to the greater of the compensation actually paid to Company for the Services hereunder or \$50,000, and Client hereby releases Company from any liability above such amount. Upon Client's written request, the parties may negotiate and enter a written amendment in accordance with clause 11 herein to increase the amount of this limitation of liability in exchange for an increased payment to Company. As used in this clause 8, "Company" includes Company, its affiliates, subcontractors, and each of their respective partners, officers, directors, shareholders and employees. Neither party will be liable to the other for any special, incidental, indirect, exemplary, punitive or consequential damages however arising incurred by either Company or Client or for which either may be liable to a third party.
9. **Reliance.** The documents provided by Company to Client under this Agreement may be based on information obtained from sources outside Company's control. Other than the application of prudent professional care in their evaluation, Company does not warrant, expressed or implied the accuracy thereof. All documentation furnished to Client is intended for the benefit of the Client for the purpose stated herein and is not intended or represented to be suited for reuse by Client or others. Any reuse or provision of the documents to others without the specific written consent of Company for the specific purposes intended will be at user's sole risk and without liability and legal exposure to Company.
10. **Hazardous Materials; Samples.** Company will not take title to or be liable for any hazardous materials found at any project site. Any risk of loss with respect to all materials remains with the Client or the site owner, who will be considered the generator of such materials, execute all manifests as the generator of them, and be liable for the arrangement, transportation, treatment, and disposal of all material. All samples remain the Client's property. Client agrees to promptly, at its cost, remove and lawfully dispose of samples, cuttings, and hazardous materials.
11. **Amendments, Changes, Assignment, Waiver, Compliance.** This Agreement represents the entire agreement of the parties, and may be modified only in a writing signed by both parties. To the extent of any inconsistency between this Agreement and any other document, the provisions of this Agreement will always prevail. Any preprinted terms and conditions on forms used by either party in the administration of this Agreement are void and shall not act to supplement or replace these Terms and Conditions. Neither party may assign this Agreement without the other's prior written consent. Waiver of any term, condition or breach of this Agreement will not operate as a waiver of any other term, condition or breach. Client and Company shall abide by 60-300.5(a) and 60-741.5(a), which prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on race, color, religion, sex or national origin. Covered contractors and subcontractors shall take affirmative action to employ and advance individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.



Commonwealth of Massachusetts
EXECUTIVE OFFICE OF ECONOMIC DEVELOPMENT
ONE ASHBURTON PLACE, ROOM 2101
BOSTON, MA 02108

MAURA T. HEALEY
GOVERNOR

KIMBERLEY DRISCOLL
LIEUTENANT GOVERNOR

ERIC PALEY
SECRETARY

January 7, 2026

Dear Town Administrator Sullivan:

Congratulations! On behalf of the Seaport Economic Council, I am pleased to inform you that the Council has conditionally approved the Town of Dennis's application for a grant in the amount of \$1,500,000 for the Sesuit Harbor Improvements project. The Executive Office of Economic Development (EOED), as the lead state agency for the Council, will administer the funding.

Please note that this grant award is contingent on the Town being in compliance with the zoning requirements set forth in section 3A of chapter 40A of the Massachusetts General Laws. Compliance is determined by the Executive Office of Housing and Livable Communities. If you have any questions about the Town's compliance status, you may contact the Executive Office of Housing and Livable Communities at EOHLC3A@mass.gov.

The grant award is not final until the Town has executed a contract with EOED. A contract must be executed no later than December 31, 2026. You should not proceed with any purchases or construction work until a contract is in place. In order to begin preparing a contract for this grant, please complete the Pre-Contract Information Worksheet (template attached) no later than June 30, 2026. Ms. Ellen Cebula, Director of the Seaport Economic Council, at ellen.cebula@mass.gov. Ms. Cebula is available to discuss any additional conditions or requirements related to this grant award and to answer any questions you may have.

Sincerely,

A handwritten signature in black ink that reads "Kim Driscoll".

Kim Driscoll
Chair, Seaport Economic Council
Lieutenant Governor, Commonwealth of Massachusetts

SEAPORT ECONOMIC COUNCIL (SEC) GRANT

Pre-Contract Information Worksheet

Please complete all sections below as fully as possible. This information will be incorporated into the contract documents for the grant award.

Grant Summary Information			
City/Town:			
Project Name:			
SEC Award Amount: [Maximum Obligation]		Planned Start of Project	
Total Budget for Project		Expected Completion of Project	
Public Entity (Contractor) – Legal information for the execution of the contract documents. This will be used to complete the Standard Contract Form.			
Public Entity Legal Name:			
Public Entity Legal Address:			
City/State/Zip			
Authorized Signatory Name/Title:			
Authorized Signatory Telephone/Email			
Municipal Project Contact – Local contract manager who will serve as single point of contact for grant administration and project updates. This person will be responsible for providing regular project status reports and participate in periodic meetings/calls with Ellen Cebula, Director, SEC.			
Contact Name/Title:			
Contact Telephone/Email			



MEMORANDUM

TO: Elizabeth C. Sullivan, Town Administrator

FROM: Gregory C. Rounseville, Assistant Town Administrator

DATE: January 9, 2026

Re: Sesuit Harbor Improvements - status

- 8-15-20 awarded Seaport Economic Council Grant \$240,000 Design Services
- 10-3-20 Special Town Meeting approved \$60,000 matching fund
- 3-25-21 Request for Qualifications for Design Services Due
- 4-2-21 Catalyst Architecture Interiors selected
- 5-25-21 MA Contract signed for \$240,000 grant
- 6-1-21 Select Board voted unanimously to sign contract with Catalyst Architecture Interiors
- 8-11-21 As-built survey completed (west side of harbor)
- 7-13-21 Select Board appoint Sesuit Harbor Building Committee (SHBC) members
- 9-23-21 Initial Committee meeting – election of officers
- 10-14-21 kickoff meeting with Designer, Committee and staff preliminary schematics
- 12-2-21 Staff review of (Planning, Building, Engineering, DPW, Police, Fire, etc.)
- 12-15-21 Committee meeting reviewed proposed parking layout with building locations
- 2-3-22 Final Design approved by SHBC
- 3-30-22 Joint meeting with SHBC and Waterways Commission with no consensus
- 5-26-22 SHBC voted to make presentation to Select Board
- 6-14-22 presentation to Select Board SHBC preferred design – Select Board directed Committee to reach agreeable compromise with Waterways Commission
- 9-9-22 MA Contract signed for grant extension
- 12-1-22 SHBC - Impasse with Waterways Commission causes over year delay
- 2-28-23 Select Board voted to approve design which had not significantly changed since previously approved by SHBC in February of 2022
- 3-30-23 SHBC meeting
- 9-5-23 delay necessitated an additional **\$29,500** in Designer cost
- 9-26-23 Select Board was given funding options (i.e. ARPA, reserve fund, Town Meeting, etc.)
- 11-9-23 Special Town meeting approved Article 20 for Sesuit Harbor supplemental funding
- 12-13-23 Geotechnical Report completed
- 1-23-24 SHBC meeting
- 10-4-24 Conservation Commission Approval
- 3-13-25 Board of Health Approval

- 4-7-25 Planning/Zoning Board Approval
- 5-6-25 Article 33 Sesuit Harbor West Design and Construction defeated at ATM
- 5-13-25 Subsequent Ballot Vote passed
- 8-26-25 Select Board voted to complete bidding process as to have a firm bid price for October 21, 2025 Special Town Meeting
- 9-9-25 Select Board voted unanimously to complete grant application with Seaport Economic Council
- 9-10-25 Grant application due and submitted
- 9-26-25 Filed sub-bids received
- 10-8-25 General Contractor bids received total **\$6,452,000 (\$1,548,000 under estimate)**
- 11-4-25 Select Board voted 3-1 to tentatively hold Special Town meeting on January 5, 2026
- 12-9-25 Select Board voted unanimously to cancel Special Town Meeting tentatively scheduled for January 5, 2026 (Canceled existing bid)
- 12-18-25 Received quote from Catalyst Architecture to rebid project **\$43,000**
- 1-7-26 Seaport Economic Council \$1.5 million award for project
 - Have until December 2026 to sign agreement

PROJECT STATUS UPDATES

An update on the status of the project is required. In the responses below, please highlight the current status of design/permitting and any changes to the timeline or budget since the submission of your application.

A. Current Design Status – Is the design complete and has it received all necessary approvals? If no, what percentage is done and when are final approvals expected?
B. Permitting Update – What permits, if any, have been received since the application was submitted? Also list any outstanding permits needed for the project and the expected timeline for attaining them.
C. Other Funding Sources – Describe any additional and/or match funding being sought, which are needed for this project to proceed. Provide an update on the source and status of those funds (secured or pending).
D. Utilities Update – Does this project involve construction which will need to be approved or completed by a utility company? If so, please detail the elements of the project that will be affected and the status of the timeline for approvals.
E. Other / Additional Details – Outline any other issues or concerns that might have an impact on the project’s start date, timeline, and/or budget.

Type name of person completing this form:		Date:	
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MEMORANDUM

TO: Elizabeth C. Sullivan, Town Administrator

FROM: Gregory C. Rounseville, Assistant Town Administrator

DATE: January 8, 2026

Re: Sesuit Harbor Improvements - status

- 1-7-26 Seaport Economic Council **\$1.5 million** award for project
 - Have until December 2026 to sign agreement
- 12-18-25 Received quote from Catalyst Architecture to rebid project **\$43,000**
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- 10-3-20 Special Town Meeting approved \$60,000 matching fund
- 8-15-20 awarded Seaport Economic Council Grant \$240,000 Design Services



MEMORANDUM

TO: Elizabeth C. Sullivan, Town Administrator

FROM: Gregory C. Rounseville, Assistant Town Administrator

DATE: December 2, 2025

Re: Proposed Sesuit Harbor Improvements

In 2019 the Town of Dennis was awarded a Seaport Economic Council Grant. The grant amount was \$240,000 with a Town match of \$60,00 which was approved at the Special Town Meeting held on October 3, 2020. A Request for Qualifications for design services was due March 25, 2021. On April 2, 2021 the designer selection panel unanimously recommended to award Catalyst Architecture Interiors the design associated with Sesuit Harbor Improvements. This work was focused on the westerly landside buildings, parking and pedestrian areas.

As you are aware at the Annual Town Meeting (ATM) held on May 6, 2025, Article 33 "Sesuit Harbor West Design and Construction Project" was defeated at the ATM, but subsequently passed a ballot vote held on May 13, 2025. At the time of the ATM there was not a solicited bid for this project and a firm number was not in place, which may have had a negative impact on ATM vote. At the August 26, 2025 the Select Board voted to complete the bidding process as to have a firm bid price for the October 21, 2025 Special Town meeting.

On August 13, 2025 (Revised 8-20-25) the Seaport Economic Council Grant Program issued their grant opportunity with a grant range between \$50,000 to \$3,000,000. Usually, the Seaport Economic Council looks favorably on applicants that obtained seed money for design through their organization, which the Town did. The timing of award coincides nicely with anticipated construction schedule, award in November/December 2025, Contract January 1, 2026. The application was due Wednesday, September 10, 2025. Between staff and the designer, the Town completed the application after being directed by the Select Board to do so (9-9-25).

The filed sub-bids were due September 26th and came in approximately \$200,000 under estimate. General Contractor bids due October 8th and also came under estimate. Currently the anticipated bid amount is **\$6,552,000 (\$1,448,000 under estimate)**. The Select Board voted to at their November 4th meeting to hold a Special Town Meeting on Monday, January 5, 2026. The Seaport Economic Council has moved the date of their vote to authorize \$1.5 million to project into January 7, 2026. This would necessitate the Town vote to authorize up to \$6,552,000 with the expectation that it may be reduced by another \$1.5 million for a total anticipated project cost of **\$5,052,000**.

Holding STM on January 5, 2026:

- Would need to vote to authorize **\$6,552,000** at STM
- Anticipated Seaport Economic Council vote on January 7, 2026 (award was supposed to be announced in November) – anticipate \$1.5 million dollars in award
- Upon grant award Town would have until December 2026 to sign contract with Seaport Economic Council
- Currently have bid result for General Contractor and filed sub-bidders, tentative awarded pending funding at STM

Holding Town Meeting on a different date:

- Would delay project
- Project would need rebidding
- Would necessitate funding for rebidding through Architect – would need to happen ASAP to be able to sign change order and start process – have asked for estimated cost, due to timing this would necessitate a reserve fund transfer - TBD
- Project would escalate in cost
- Would need anticipated date of Town Meeting to back out dates for advertising

ARTICLE 19

ARTICLE 19: COMMUNITY PRESERVATION COMMITTEE BUDGET

To see if the Town will vote to appropriate or reserve for future spending the following amounts as recommended by the Community Preservation Committee, with each item considered a separate appropriation:

1. Part 1 Reserves:

- A. \$193,101 for Open Space;
- B. \$193,101 for Historic Resources;
- C. \$193,101 for Community Housing;
- D. \$1,151,957 for any CPC purpose

2. Part 2 Other Appropriations:

- A. \$169,750 for Debt Service from Undesignated Fund Balance;
- B. \$30,000 for CPC Administrative Expenses from Undesignated Fund Balance;

Or take any other action relative thereto.

(Community Preservation Committee)

Select Board: Voted X-X-X place and support the article.

Explanation:

Recommended by the Community Preservation Committee X-X-X

As required, the Town annually sets aside funds from revenue into the various CPA categories including 10% for open space/recreation, 10% for historic preservation, 10% for community housing. The remainder is undesignated and can be used for any of the categories. Debt service is the annual payment for projects funded through borrowing.

FY27 Estimated Receipts:

CPA Tax	\$1,631,010 (Estimated at 3% of Levy)
State Match	<u>\$ 300,000</u> (Estimated on FY26 Actual State Match)
Total Estimated Revenue	\$1,931,010

Estimated Reserves for Undesignated Fund Balance \$1,151,957

ARTICLE 22

ARTICLE 22: AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME) UNIT A UNION AGREEMENT

To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money to fund a collective bargaining agreement between the Town and AFSCME Council 93, Local 2977 - Unit A Union for Fiscal Year 2027; or take any other action relative thereto.

(Select Board)

Select Board: Voted X-X-X to place and support the article.

ARTICLE 23

ARTICLE 23: SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) UNIT A AGREEMENT

To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money to fund a collective bargaining agreement between the Town and the Service Employees International Union, Local 888 – Unit A personnel for Fiscal Year 2027; or take any other action relative thereto.

(Select Board)

Select Board: Voted X-X-X to place and support the article.

ARTICLE 24

ARTICLE 24: SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) UNIT B AGREEMENT

To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money to fund a collective bargaining agreement between the Town and the Service Employees International Union, Local 888 – Unit B personnel for Fiscal Year 2027; or take any other action relative thereto.

(Select Board)

Select Board: Voted X-X-X to place and support the article.

ARTICLE 25

ARTICLE 25: MASS LABORERS' DISTRICT COUNCIL (MLDC) UNION AGREEMENT

To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money to fund a collective bargaining agreement between the Town and the Mass Laborers' District Council, Local 1249 personnel for Fiscal Year 2027; or take any other action relative thereto.

(Select Board)

Select Board: Voted X-X-X to place and support the article.

ARTICLE 26

ARTICLE 26: TRANSFER TO RESERVE FUND FROM BEACH CAPITAL IMPROVEMENT FUND - BEACH NOURISHMENT

To see if the Town will vote to transfer \$XX,XXX from the Beach Capital Improvement Fund to the Finance Committee Reserve Fund for sand nourishment and soil testing for the Corporation Beach Coastal Bank; or take any other action relative thereto;

(Select Board)

Select Board: Voted X-X-X to place and support the article.

Explanation

This article is to replenish the Finance Committee's reserve fund transfer approved on **March 23, 2026** for sand nourishment and soil testing for the Corporation Beach Coastal Bank.



MEMORANDUM

TO: Elizabeth C. Sullivan, Town Administrator

FROM: Gregory C. Rounseville, Assistant Town Administrator

DATE: March 19, 2026

Re: **Beach Nourishment at Corporation Beach – Barnstable County Tradesperson Bid – due March 20, 2026**

This work is required under an Order of Conditions from the Conservation Commission. During the budget cycle the Finance Committee had previously requested that the Beach Director request a Reserve Fund Transfer for this work when needed.

This contract is being procured through the Barnstable County Trades Bid. Due March 20, 2026

Company	Total Price
M.C.E. Dirtworks, Inc.	
Robert B. Our Company, Inc.	
Lawrence-Lynch Corporation	

There will be some additional testing for sand compatibility required, this accounts for the additional request for a total of **will bring results to meeting.**



TOWN OF DENNIS
SOUTH DENNIS, MASSACHUSETTS
RESERVE FUND TRANSFER
REQUEST FY2025

Date: 3/18/26

TO: FINANCE COMMITTEE

FROM: Dustin Pineau, Beach Dir.

Request is hereby made for the following Reserve Fund Transfer in accordance with MGL Chapter 40, Section 6:

1. Amount requested \$ _____
2. To be transferred to: Account # 100-635-58400
Description BEACH NOURISHMENT BID 3.20.26
3. Current balance in appropriation \$ 2,747
4. The amount requested will be used for: (give specific purpose and attach invoice or other documentation showing the total cost of the work and amount spent to date)
The amount requested is needed to pay for the sand nourishment and soil testing for the Corporation Beach coastal bank. This money will be taken from the Beach Improvement Fund - which has a current balance of \$1,086,307.44
5. This expenditure is extraordinary and/or unforeseen for the following reasons: (attach explanation if additional space is needed)
The Town of Dennis is required to nourish the Corporation Beach coastal bank with 1,100 cubic yards of compatible sand, per the current ongoing order of conditions as needed. This was confirmed by the Assistant Town Administrator, Natural Resource Department and Beach Department
6. Is this the 1st transfer request for this appropriation for the current FY? YES NO (If no, attach copies of previous requests)

DUSTIN PINEAU
Requested by: Department Head

Recommended by: Town Administrator

ACTION OF THE FINANCE COMMITTEE

Date of Meeting _____ Number Present and Voting _____
Transfer from 100131-57810 to 100-635-58400 amount \$ _____
Transfer Disapproved _____

Chairman, Finance Committee

Request should be made and transfer voted before any expenditure in excess of the appropriation is incurred.

ARTICLE 30

ARTICLE 30: TRANSFER TO OTHER POST-EMPLOYMENT BENEFITS TRUST (OPEB) FUND

To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money to be deposited into the Other Post-Employment Benefits Trust (OPEB) Fund established under Chapter 479 of the Acts of 2009, to be used to fund future benefits; or take any other action relative thereto.

(Select Board)

Select Board: Voted 5-0-0 to place the article and XXX to support a transfer of \$300,000 from the Landfill Solar Special Revenue Fund for the purpose of Article 30.

Explanation:

The Town's OPEB liability is approximately \$45 million. This liability is an actuarial estimate of the future costs of benefits for Town employees when retired.

The OPEB Trust Committee recommended a total transfer of \$300,000 to the OPEB Trust Fund on March 23, 2026

ARTICLE 31

ARTICLE 31: TRANSFER TO GENERAL PURPOSE STABILIZATION FUND

To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money to the General Purpose Stabilization Fund; or to take any other action relative thereto.

(Select Board)

Select Board: Voted 5-0-0 to place the article and X-X-X to support a transfer of \$125,000 from Free Cash for the purpose of Article 31.

Explanation:

This article represents a recurring transfer to fund a reserve. The Town's goal is to fund the General Purpose Stabilization Fund at 10% of budgeted revenue. For FY27 that amount is \$8,184,779 (includes overrides).

FY18 transfer \$400,000

FY19 transfer \$810,000

FY20 transfer \$0

FY21 transfer \$1,500,000

FY22 transfer \$0

FY23 transfer \$570,000

FY24 transfer \$250,000

FY25 transfer \$315,000

The current balance in the General Purpose Stabilization Fund is \$ 8,059,687 which is approximately \$125,000 below the targeted reserve.

ARTICLE 32: TRANSFER TO WASTEWATER STABILIZATION FUND

To see if the Town will vote to transfer from available funds a sum of money to the Wastewater Stabilization Fund for the purpose of future wastewater needs; or to take any other action relative thereto.

(Select Board)

Select Board: Voted X-X-X to place and support a transfer of \$300,000 from the Landfill Solar Special Revenue Fund for the purpose of Article 32.

Explanation

This article is a recurring transfer to the Wastewater Stabilization Fund for future wastewater needs.

Balance in Wastewater Stabilization Fund is \$7,956,683.

Balance in the Landfill Solar Special Revenue Fund is \$1,923,031

**ARTICLE 34: ACCEPTANCE OF MGL C. 23B, § 32 - SEASONAL
COMMUNITY DESIGNATION**

To see if the Town will vote to accept on behalf of the Town of Dennis, the Seasonal Community Designation as provided for in General Laws Chapter 23B, Section 32(b); or to take any other action relative thereto.

(Select Board)

Select Board: Voted X-X-X to place and support the article.

Explanation:

Requested by the Select Board.



MEMORANDUM

TO: ELIZABETH SULLIVAN, TOWN ADMINISTRATOR AND THE SELECT BOARD
FROM: PAUL H. FOLEY, DENNIS TOWN PLANNER
DATE: MARCH 18, 2026
SUBJECT: ATM ARTICLE TO ACCEPT THE SEASONAL COMMUNITIES DESIGNATION & FINAL CMR

The State issued final guidance on the potential benefits to, and requirements of, Towns that accept the Seasonal Communities designation (MGL23B § 32(h) in Code of Massachusetts (CMR) 760 CMR 76.00 SEASONAL COMMUNITIES, on February 27, 2026. The law was created per Section 32 of Chapter 150 of the Acts of 2024, the "Affordable Homes Act", wherein the State created a special designation for Towns subject to seasonal variations called Seasonal Communities. The Town of Dennis is eligible to accept designation due to it being in Barnstable County and more than 35% of our housing stock is seasonal.

POTENTIAL BENEFITS: The reason to accept the Seasonal Community designation is twofold. One reason is the new housing allowances that come with the designation. The second is to be eligible for grants through the program, and because accepting the designation may be viewed as a plus or a minus when applying for other State grants. The allowances include: Creation of a Year-round Housing Trust Fund (CMR 76.05); Housing Preference for Essential Public Employees (CMR 76.06); Artist Housing (CMR 76.07); Expend funds to develop a Housing Needs Assessment twice a year (CMR 76.08); Hold Year-round Housing Occupancy Restrictions for rental or other housing created herein (CMR 76.09); Residential Property Tax Exemption up to 50% rather than 35% (CMR 76.10). Of these, the one that might be most beneficial is the Public Employee Preference, but it should be noted that this benefit comes with several qualifiers that seem to indicate that it may not be proven legal yet.

REQUIREMENTS: To become a designated a Seasonal Community, the Town needs to officially accept the designation through a legislative vote at Town Meeting. If the Town chooses to become designated, the Town has 24 months {CMR 76.12 (a)} to adopt two required zoning amendments:

- 1) CMR 76.04(1) (a): "...to allow Tiny Houses As of Right in..." Residential Zoning Districts. A Tiny House is defined as a "Detached Dwelling Unit that is the principal dwelling on a Lot and is not more than 400 sf in Floor Area" and shall be Year-round Housing Units. Towns may allow or further regulate Movable Tiny Houses (aka Mobile Homes).
- 2) CMR 76.04(1) (b): "...to allow Attainable Housing Units on Undersized Lots As of Right in..." all districts except the Industrial District. These Undersized Lots would be minimum "10,000 square feet or 25% of the minimum lot size for the..." District, though the Town can be more permissive. Furthermore, Attainable Housing, is Year-round deed-restricted on undersized lots and "...limits occupancy to an individual or household with income that does not exceed 250% AMI...shall not require more than one foot of Setback for every 1,000 square feet of Lot size; provided however, that in no event shall a Setback requirement exceed 15 feet and in no event shall a Frontage requirement exceed 20 feet...).

Previously, it was understood we had fulfilled the second of the two zoning requirements, as the town already allows undersized affordability through §4.9 by Special Permit. That requirement has changed.

CONCLUSION: The Town could vote to accept Seasonal Communities designation now and see if any of the benefits can be realized and if the required zoning can be passed within two years.

760 CMR 76.00: SEASONAL COMMUNITIES

Section

- 76.01: Statement of Purpose
- 76.02: Definitions
- 76.03: Designation and Acceptance
- 76.04: Zoning Requirements
- 76.05: Year-round Housing Trust Fund
- 76.06: Housing Preference for Seasonal Community Essential Public Employees
- 76.07: Artist Housing
- 76.08: Comprehensive Housing Needs Assessment
- 76.09: Year-round Housing Occupancy Restrictions
- 76.10: Residential Exemption
- 76.11: Waivers
- 76.12: Revocation of Designation by EOHLIC

76.01: Statement of Purpose

The Seasonal Community designation was established by St. 2024, c. 150, § 5 and creates a framework for designating communities with substantial seasonal variations in employment and developing policies and programs to help them unlock production and preservation opportunities for affordable and attainable year-round housing. The designation is designed to recognize the unique challenges in these municipalities and to create distinctive tools to address their housing needs. To effectuate St. 2024, c. 150, § 5, 760 CMR 76.00, establishes frameworks for the implementation of the powers made available to, and the requirements placed upon, a Seasonal Community.

76.02: Definitions

Acquired. To purchase or obtain ownership of a Dwelling Unit in fee simple or to otherwise purchase or obtain a leasehold interest in a Dwelling Unit.

Affordable Housing Restriction. As defined in M.G.L. c. 184, § 31 and approved by EOHLIC pursuant to M.G.L. c. 184, § 32.

Area Median Income or AMI. The area median household income as determined by the United States Department of Housing and Urban Development.

Artist Housing. An Attainable Housing Unit that is designed for occupancy by households containing at least one person who by vocation produces or supports artistic and literary activities as may be defined by a Seasonal Community and will use the Dwelling Unit in pursuit of the artistic or literary vocation.

As of Right. As defined in M.G.L. c. 40A, § 1A.

Attainable Housing Unit. A Year-round Housing Unit that is subject to an Affordable Housing Restriction or any other use restriction, whether stated in the form of a deed restriction, easement, covenant or condition in any deed, mortgage, will, agreement, lease, or other legally binding instrument, executed by or on behalf of the owner of the land that limits occupancy to an individual or household with income that does not exceed 250% AMI, or such lower limit as may be established by a Seasonal Community. Nothing in 760 CMR 76.00 changes the Subsidized Housing Inventory eligibility criteria, and no Attainable Housing Unit shall be counted on the Subsidized Housing Inventory unless it satisfies the requirements for the Subsidized Housing Inventory under 760 CMR 56.03(2) or any other regulation or guidance issued by EOHLIC.

76.02: continued

Board. The board of trustees for a Trust.

Building Code. The Massachusetts state building code, 780 CMR.

Commissioner. The Commissioner of the Department of Revenue.

Comprehensive Housing Needs Assessment. An assessment of housing needs in a Seasonal Community in accordance with 760 CMR 76.08.

County Agency. Any department or office of county government and any division, board, bureau, commission, district, institution, tribunal, authority or other instrumentality thereof or thereunder.

County Employee. A person holding an office, position, employment, or membership in a County Agency that serves a Seasonal Community, whether by election, appointment, contract of hire or engagement, whether serving with or without compensation, on a full, regular, part-time, or intermittent basis.

Detached Dwelling Unit. A Dwelling Unit that shares no common or contiguous wall with another building or structure.

Developed. The construction or rehabilitation of a Dwelling Unit, which may include direct financial assistance, property tax relief or donation of municipal land; provided, however, that the term "developed" shall not include technical assistance or other supportive services.

Dwelling Unit. A single housing unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

Endorsement. The signing of a plan of land by the Planning Board of a Seasonal Community pursuant to the subdivision control law under M.G.L. c. 41, §§ 81K through 81GG, certifying either approval of the plan of land or that approval under the subdivision control law is not required.

EOHLC. The Executive Office of Housing and Livable Communities established pursuant to M.G.L. c. 23B.

EOHLC Office of Fair Housing. The office of fair housing established pursuant to M.G.L. c. 23B, § 31.

Fair Housing Complaint. A complaint alleging housing discrimination pursuant to a state, federal, or local anti-discrimination law, including but not limited to, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 *et seq.*), Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), Title VI of the Civil Rights Act (42 U.S.C. 2000d *et seq.*), and M.G.L. c. 151B, as amended, brought through any of the following:

- (a) private right of action filed in state or federal court or with the United States Department of Housing and Urban Development, the Massachusetts Commission Against Discrimination, or similar local agency with authority to investigate, adjudicate, and enforce such complaints, or
- (b) brought by the United States Department of Housing and Urban Development, the United States Department of Justice, the Massachusetts Commission Against Discrimination, the Massachusetts Office of the Attorney General, or a local agency with similar authority to bring such complaints.

Floor Area. The sum of the areas of a Dwelling Unit of compliant ceiling height pursuant to the Building Code, measured from the interior faces of exterior walls but excluding crawl spaces, lofts, enclosed porches and similar spaces.

76.02: continued

Frontage. The horizontal distance between the side boundaries of a Lot, measured along the front Lot line abutting a street, way, or other means of physical access, as may be defined by a Seasonal Community.

Internal Revenue Code. The United States Internal Revenue Code.

Local Building Code. Rules and regulations imposing more restrictive standards than those established by the Building Code for construction, alteration, repair, demolition, and removal in a city or town that have been approved by the Board of Building Regulations and Standards pursuant to M.G.L. c. 143, § 98.

Lot. An area of land with definite boundaries that is used, or available for use, as the site of a structure, or structures.

Movable Tiny House. A Tiny House that is a House Trailer or Auto Home, as defined in M.G.L. c. 90, § 1 or has been determined by the registrar of motor vehicles to be a motor vehicle, as defined in M.G.L. c. 90, § 1 and is required to be registered pursuant to M.G.L. c. 90.

Municipal Agency. Any department or office of a city or town government and any council, division, board, bureau, commission, district, regional school district, institution, tribunal, authority or other instrumentality thereof or thereunder.

Municipal Employee. A person holding an office, position, employment or membership in a Municipal Agency of a Seasonal Community, whether by election, appointment, contract of hire or engagement, whether serving with or without compensation, on a full, regular, part-time, or intermittent basis, but excluding

- (a) elected members of a town meeting and
- (b) members of a charter commission established under Article LXXXIX of the Amendments to the Constitution.

Planning Board. As defined in M.G.L. c. 41, § 81L.

Primary Residence. The primary place of residence for an individual or household as determined by a Seasonal Community.

Recording. A deed or other title instrument establishing that the Lot that has been duly recorded in the registry of deeds or registered in the district of the land court in the county where the Lot is located.

Regional Trust. A Year-Round Housing Trust Fund created pursuant to M.G.L. c. 23B, § 32(d)(iv) for the participation and benefit of more than one Seasonal Community.

Residential Property Tax Exemption. The residential property tax exemption for class one, residential properties adopted pursuant to M.G.L. c. 59, § 5C that is applied only to the principal residence of a taxpayer as used by the taxpayer for income tax purposes.

Seasonal Community Essential Public Employee. A household where at least one person is a Municipal Employee, County Employee or State Employee whose employment is necessary to the public health and public safety of maintaining a year-round community in a Seasonal Community, including, but not limited to, teachers at public institutions, public works employees, public safety employees, publicly employed first responders, town administrators and other employees essential for municipal operations.

Seasonal Community. A municipality that has been designated as a seasonal community and has accepted such designation pursuant to M.G.L. c. 23B, § 32(b).

Secretary. The Secretary of EOHLIC.

Setback. The minimum linear distance between a boundary of a Lot and a structure located on said Lot.

76.02: continued

Single-family Residential Zoning District. Any Zoning District where single-family residential dwellings are a permitted or an allowable use, including any Zoning District where single-family residential dwellings are allowed As of Right or by Special Permit.

Special Permit. A permit issued by a Municipality's special permit granting authority pursuant to M.G.L. c. 40A, § 9.

State Agency. Any department of state government including the executive, legislative or judicial, and all councils thereof and thereunder, and any division, board, bureau, commission, district, institution, tribunal, authority or other instrumentality within such department, and any independent state authority, district, commission, instrumentality or agency.

State Employee. A person holding an office, position, employment, or membership in a State Agency, whether by election, appointment, contract of hire or engagement, whether serving with or without compensation, on a full, regular, part-time, or intermittent basis.

Subsidized Housing Inventory. As defined in 760 CMR 56.02: *Definitions*.

Tiny House. A Detached Dwelling Unit that is the principal dwelling on a Lot and is not more than 400 square feet in Floor Area.

Trust. A Year-Round Housing Trust Fund created pursuant to M.G.L. c. 23B, § 32(d)(iv), including Regional Trusts.

Undersized Lot. A Lot that at the time of Recording or Endorsement is located in a Single-family Residential Zoning District, does not meet the minimum Lot size requirements for the Zoning District and has not merged with an adjacent Lot under common ownership.

Year-round Housing Occupancy Restriction. A limitation on the use and occupancy of a Dwelling Unit, whether or not stated in the form of a deed restriction, easement, covenant or condition in any deed, mortgage, will, agreement, lease or other legally binding instrument, executed by or on behalf of the owner of the land that limits occupancy to individuals or households who have executed an agreement with a Seasonal Community, or its designee, to occupy the Dwelling Unit as their Primary Residence for not less than ten months in a 12-month period, subject to reasonable exceptions for temporary absences as may be included in such agreement. Such agreement shall be recorded with the registry of deeds or registered in the district of the land court in the county where the Dwelling Unit is located and shall be made part of the deed that encumbers such Dwelling Unit.

Year-round Housing Unit. A Dwelling Unit located in a Seasonal Community that is subject to a Year-round Housing Occupancy Restriction.

Zoning. Ordinances and by laws, including base, underlying, and overlay zoning, adopted by cities and towns to regulate the use of land, buildings and structures to the full extent of the independent constitutional powers of cities and towns to protect the health, safety and general welfare of their present and future inhabitants.

Zoning District. A geographic area within a Municipality which, pursuant to Zoning, is subject to use and structure requirements that are uniform within the area.

76.03: Municipal Acceptance or Denial of a Seasonal Communities Designation

(1) A municipality that has received a Seasonal Community designation pursuant to M.G.L. c. 23B, § 32(b) shall accept or deny such designation by majority vote of the municipal legislative body pursuant to M.G.L. c. 4, § 4 and shall notify the Secretary of the result of said vote within ten business days via certified mail, or any other method specified by the Secretary.

(2) A municipality that has accepted a designation pursuant to 760 CMR 76.03(1) may revoke such designation in the same manner as acceptance.

76.03: continued

(3) A municipality that votes to deny a designation under 760 CMR 76.03(1) may subsequently accept the designation by majority vote of the municipal legislative body and notify the Secretary pursuant to 760 CMR 76.03(1) without the need for redesignation pursuant to M.G.L. c. 23B, § 32(b).

76.04: Zoning Requirements

(1) A Seasonal Community shall amend its Zoning to allow the following uses As of Right in Single-family Residential Zoning Districts, in accordance with the procedures for Zoning adoption and amendment set forth in M.G.L. c. 40A:

(a) A Seasonal Community shall amend its Zoning to allow Tiny Houses As of Right in Single-family Residential Zoning Districts, provided that such As of Right Zoning for Tiny Houses shall include the following:

1. A requirement that Tiny Houses shall be Year-round Housing Units;
2. A requirement that Tiny Houses shall comply with all applicable requirements of the Building Code and all applicable requirements of the Local Building Code, if any; and
3. Provisions that may allow or further regulate Movable Tiny Houses.

(b) A Seasonal Community shall amend its Zoning to allow Attainable Housing Units on Undersized Lots As of Right in Single-family Residential Zoning Districts, provided that such As of Right Zoning for Attainable Housing Units on Undersized Lots shall require the following:

1. As of Right Zoning for Attainable Housing Units on Undersized Lots established pursuant to this section shall, at a minimum, allow Attainable Housing Units As of Right if the Undersized Lot is at least 10,000 square feet or 25% of the minimum lot size for the Single-family Residential Zoning District where the Undersized Lot is located, whichever is greater; provided, however, that nothing in 760 CMR 76.04 prohibits a Seasonal Community from establishing more permissive Lot size requirements for the As of Right development of Attainable Housing Units on Undersized Lots.
2. As of Right Zoning for Attainable Housing Units on Undersized Lots established pursuant to this section shall not require more than one foot of Setback for every 1,000 square feet of Lot size; provided however, that in no event shall a Setback requirement exceed 15 feet and in no event shall a Frontage requirement exceed 20 feet; and provided further, that nothing in 760 CMR 76.04 prohibits a Seasonal Community from establishing more permissive Setback requirements for the As of Right development of Attainable Housing Units on Undersized Lots.
3. Any single-family residential Dwelling Unit allowed As of Right on an Undersized Lot under Zoning established pursuant to 760 CMR 76.04 shall:
 - a. to the extent required by the Seasonal Community, adhere to any applicable floor to area ratio requirements of the Seasonal Community and
 - b. comply with all applicable federal, state, regional and municipal laws or regulations governing wastewater and sewer systems, provided that any such regional or municipal law or regulation shall not be more restrictive than any federal or state law or regulation, unless a more restrictive regional or municipal law or regulation is necessary to address one or more specific and articulable concerns directly related to public health, safety or welfare and such concerns cannot reasonably be mitigated by alternative means.
4. Any Dwelling Unit, whether an Attainable Housing Unit, or otherwise, that is built on an Undersized Lot under Zoning created pursuant to 760 CMR 76.04(1)(b) shall be subject to a Year-round Occupancy Restriction and shall comply with any applicable prohibitions, limitations, or other requirements of the Seasonal Community related to seasonal homes, as defined by the Seasonal Community, or short-term rentals, as defined by the Seasonal Community, provided that in no event shall a Seasonal Community allow the use of any Dwelling Unit on an Undersized Lot as a seasonal home or short-term rental for less than six months in a year.

(c) Nothing contained within 760 CMR 76.00 is intended to supersede or conflict with any federal law which may be applicable to Zoning adopted by a Seasonal Community pursuant to 760 CMR 76.04.

78.04: continued

- (2) A Seasonal Community shall:
- (a) Submit to EOHLIC the text of Zoning adopted pursuant to 760 CMR 76.04(1) in the following manner:
1. for Seasonal Communities subject to Attorney General review and approval pursuant to M.G.L. c. 40, § 32, no later than 60 days from final Attorney General action on the submission; or
 2. for Seasonal Communities not subject to Attorney General review and approval pursuant to M.G.L. c. 40, § 32, not later than 60 days from adoption by the Seasonal Community.
- (b) Maintain a record of all development permitted under such Zoning established pursuant to 760 CMR 76.04(1), which shall include, but not be limited to, the address, gross floor area, and any income restrictions that apply to Dwelling Units developed under such Zoning, and make such record available to EOHLIC upon request.

76.05: Year-round Housing Trust Fund

- (1) A Seasonal Community may establish a Trust to provide for the creation and preservation of Attainable Housing Units for the benefit of year-round residents.
- (2) A Seasonal Community may establish a Trust by a majority vote of the municipal legislative body under M.G.L. c. 4, § 4 and may establish a Regional Trust with other Seasonal Communities, provided that each Seasonal Community participating in such Regional Trust accepts its participation in the Regional Trust by a majority vote of the municipal legislative body.
- (3) A Regional Trust shall expire after a set term of calendar years agreed upon by all members to said trust, measured from the date of its creation or reauthorization, unless specifically reauthorized for a subsequent period by all Seasonal Communities participating in such Regional Trust. If EOHLIC revokes the designation of a Seasonal Community participating in a Regional Trust pursuant to 760 CMR 76.12, the Seasonal Community that has had its designation revoked may continue to participate in said Regional Trust only until the expiration of such term, or after five years from the creation or authorization of said Regional Trust, whichever is sooner.
- (4) Each Trust shall have a Board, which shall include not less than five trustees.
- (5) A Board for a Trust that is not a Regional Trust shall include the chief executive officer, as defined by M.G.L. c. 4, § 7, of the city or town, or its designee, and where the chief executive officer is a multi-member body, that body shall designate one of its members to serve on the Board. All other trustees of such Board shall be appointed in a city by the mayor or by the city manager in a Plan D or Plan E municipality, subject in either case, to confirmation by the city council, and in a town by the select board.
- (6) A Board for a Regional Trust shall include, to the extent that it is practicable, not less than one resident from each Seasonal Community participating in such Regional Trust. A trustee from each Seasonal Community shall be appointed in a city by the mayor or by the city manager in a Plan D or Plan E municipality, subject in either case, to confirmation by the city council, and in a town by the select board unless the Regional Trust has established a process for participating Seasonal Communities to appoint, elect, or otherwise designate trustees, provided that a Regional Trust shall ensure, to the extent practicable, representation from each community participating in the Trust.
- (7) Trustees of a Board for a Trust or Regional Trust shall serve for a term not to exceed three years and may be reappointed for successive terms.
- (8) A trustee of a Board for a Trust or Regional Trust may, to the extent not otherwise prohibited by law, serve on any other municipal board or committee, including, but not limited to a board of trustees established pursuant to M.G.L. c. 44, § 55C.

76.05: continued

(9) The powers of the Board, all of which shall be carried out in furtherance of the purpose of the Trust and in accordance with M.G.L. c. 44B and M.G.L. c. 23, § 32, shall include, to the extent not otherwise prohibited by law, the following powers, which may be modified or omitted to the extent authorized by law:

- (a) To accept and receive real property, personal property or money, by gift, grant, contribution, devise or transfer from any person, firm, corporation or other public or private entity, including but not limited to money, grants of funds or other property, including a Year-round Housing Occupancy Restriction, tendered to the Trust in connection with any ordinance or by-law or any general or special law or any other source, including money from M.G.L. c. 44B; provided, however, that any such money received from M.G.L. c. 44B shall be used exclusively for community housing, as defined in M.G.L. c. 44B, § 2, and shall remain subject to all the rules, regulations and limitations of M.G.L. c. 44B when expended by the Trust, and such funds shall be accounted for separately by the Trust; and provided further, that at the end of each fiscal year, the Trust shall ensure that all expenditures of funds received from M.G.L. c. 44B are reported to the community preservation committee of the city or town for inclusion in the community preservation initiatives report to the department of revenue;
- (b) To purchase and retain real or personal property;
- (c) To sell, lease, exchange, transfer or convey any personal, mixed, or real property at public auction or by private contract for such consideration and on such terms as to credit or otherwise, and to make such contracts and enter into such undertaking relative to Trust property as the board deems advisable notwithstanding the length of any such lease or contract;
- (d) To execute, acknowledge and deliver deeds, assignments, transfers, pledges, leases, covenants, contracts, promissory notes, releases, grant agreements and other instruments sealed or unsealed, necessary, proper or incident to any transaction in which the Board engages for the accomplishment of the purposes of the Trust;
- (e) To employ advisors and agents, such as accountants, appraisers and lawyers as the Board deems necessary;
- (f) To pay reasonable compensation and expenses to all advisors and agents and to apportion such compensation between income and principal as the Board deems advisable;
- (g) To apportion receipts and charges between incomes and principal as the Board deems advisable, to amortize premiums and establish sinking funds for such purpose, and to create reserves for depreciation depletion or otherwise;
- (h) To participate in any reorganization, recapitalization, merger or similar transactions; and to give proxies or powers of attorney with or without power of substitution to vote any securities or certificates of interest; and to consent to any contract, lease, mortgage, purchase or sale of property, by or between any corporation and any other corporation or person;
- (i) To deposit any security with any protective reorganization committee, and to delegate to such committee such powers and authority with relation thereto as the Board may deem proper and to pay, out of Trust property, such portion of expenses and compensation of such committee as the Board may deem necessary and appropriate;
- (j) To carry property for accounting purposes other than acquisition date values;
- (k) To borrow money on such terms and conditions and from such sources as the Board deems advisable, to mortgage and pledge trust assets as collateral;
- (l) To make distributions or divisions of principal in kind;
- (m) To comprise, attribute, defend, enforce, release, settle or otherwise adjust claims in favor or against the Trust, including claims for taxes, and to accept any property, either in total or partial satisfaction of any indebtedness or other obligation, and to continue to hold the same for such period of time as the Board may deem appropriate;
- (n) To manage or improve real property, including but not limited to subdividing said real property; and to abandon any property which the Board determined not to be worth retaining;
- (o) To hold all or part of the trust property uninvested for such purposes and for such time as the Board may deem appropriate;
- (p) To extend the time for payment of any obligation to the Trust; and
- (q) Any additional powers authorized by any general law or special law.

76.05: continued

- (10) To the extent authorized by law, moneys paid to the Trust in accordance with any zoning ordinance or by-law, fee, or private contribution may be paid directly into the Trust and need not be appropriated or accepted and approved into the Trust. General revenues appropriated into the Trust may, to the extent authorized by law, become Trust property and, to the extent authorized by law, need not be further appropriated. All moneys remaining in the trust at the end of any fiscal year, whether or not expended by the Board within one year of the date they were appropriated into the Trust, may, to the extent authorized by law, remain Trust property.
- (11) To the extent required by law, the Trust shall be a public employer and the members of the board shall be public employees for purposes of M.G.L. c. 258.
- (12) To the extent required by law, the Trust shall be deemed a municipal agency and the Trustees special municipal employees, for purposes of M.G.L. c. 268A.
- (13) The books and records of the Trust shall be audited annually by an independent auditor in accordance with accepted accounting practices.
- (14) To the extent required by law, the trust shall be a governmental body.

76.06: Housing Preference for Seasonal Community Essential Public Employees

- (1) A Dwelling Unit Acquired or Developed by a Seasonal Community may include a preference for Seasonal Community Essential Public Employees, subject to the following limitations:
- (a) A Seasonal Community Essential Public Employee preference for a Dwelling Unit shall not violate state and federal fair housing laws, which include but are not limited to, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 *et seq.*), Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), Title VI of the Civil Rights Act (42 U.S.C. 2000d *et seq.*), and M.G.L. c. 151B, as amended, including through discriminatory effects on classes of persons protected under such state or federal fair housing laws; and
 - (b) A Seasonal Community Essential Public Employee preference for a Dwelling Unit that is otherwise eligible for the Subsidized Housing Inventory or is assisted by EOHLC shall comply with all of the following:
 1. EOHLC Affirmative Fair Housing Marketing and Resident Selection Plan Guidelines or other related EOHLC guidance or directives pertaining to affirmative fair housing marketing and resident selection, as may be required by EOHLC, and as may be amended from time to time; and
 2. Applicable state and federal subsidy program requirements.
- (2) A preference for Seasonal Community Essential Public Employees under 760 CMR 76.06(1) may be cited as a state program or policy supporting housing for a specified group for the purposes of the general public use requirement under § 42(g)(9) of the Internal Revenue Code so long as the preference otherwise complies with applicable law and the Seasonal Community has complied with the requirements under 760 CMR 76.06(3).
- (3) A Seasonal Community implementing a Housing Preference for Seasonal Community Essential Public Employees under this section shall gather and maintain records including:
- (a) A narrative describing the need for the preference, supported by data collected by the Seasonal Community and any public input presented to the Seasonal Community as may be available.
 - (b) A narrative describing how the Seasonal Community determined the employment types that are necessary to the public health and public safety of maintaining a year-round community in the Seasonal Community.
 - (c) A narrative describing how the preference will be applied to tenant selection for a Dwelling Units subject to such preference.

76.06: continued

(d) The number of Dwelling Units within the Seasonal Community that the preference applies to. For each Dwelling Unit where the preference applies, the Seasonal Community shall gather and maintain the following:

1. The date that such preference was applied to the unit;
2. Whether the unit is an Attainable Housing Unit and the income requirements for occupancy;
3. Whether the unit is a rental unit or owner-occupied; and
4. The number of bedrooms in the unit.

(e) To the extent feasible, a summary of demographic information of applicant and resident households of Dwelling Units subject to the preference, in a form as may be designated by the Secretary.

(4) A Seasonal Community implementing a Housing Preference for Seasonal Community Essential Public Employees under 760 CMR 76.06 shall make available all records gathered and maintained pursuant to 760 CMR 76.06(3) upon reasonable request by EOHLIC, in a form that may be designated by the Secretary.

(5) A Seasonal Community implementing a Housing Preference for Seasonal Community Essential Public Employees under 760 CMR 76.06 shall provide written notice to the EOHLIC Office of Fair Housing within ten days of any of the following:

- (a) receipt of notice of any Fair Housing Complaint against the Seasonal Community pertaining to such preference; and
- (b) receipt of any information that demonstrates, or may demonstrate upon reasonable investigation, the existence of a Fair Housing Complaint against an owner, manager or agent thereof of a Dwelling Unit subject to such preference.

76.07: Artist Housing

(1) A Seasonal Community may expend funds designated for the creation and preservation of Artist Housing, subject to the following limitations:

- (a) Artist Housing shall not violate state and federal fair housing laws, which include but are not limited to, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 *et seq.*), Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), Title VI of the Civil Rights Act (42 U.S.C. 2000d *et seq.*), and M.G.L. c. 151B, as amended, including through discriminatory effects on classes of persons protected under such state or federal fair housing laws;
- (b) Artist Housing that is otherwise eligible for the Subsidized Housing Inventory or is assisted by EOHLIC shall comply with all of following:
 1. EOHLIC Affirmative Fair Housing Marketing and Resident Selection Plan Guidelines or other related EOHLIC guidance or directives pertaining to affirmative fair housing marketing and resident selection, as may be required by EOHLIC, and as may be amended from time to time; and
 2. applicable state and federal subsidy program requirements.

(2) A Seasonal Community expending funds designated for the creation and preservation of Artist Housing under this section shall gather and maintain records including, but not limited to:

- (a) A narrative describing the need for the creation and preservation of Artist Housing, supported by data collected by the Seasonal Community and any public input presented to the Seasonal Community as may be available;
- (b) A narrative describing how the Artist Housing will be designed to support the pursuit of artistic or literary vocations; and
- (c) A narrative describing how a household's qualification for Artist Housing will be fairly determined and applied to tenant selection for Artist Housing.

(3) A Seasonal Community expending funds for Artist Housing under this section shall provide written notice, in a form provided by EOHLIC, to the EOHLIC Office of Fair Housing within ten days of any of the following:

- (a) receipt of notice of any Fair Housing Complaint against the Seasonal Community pertaining to Artist Housing and

76.07: continued

- (b) receipt of any information that demonstrates, or may demonstrate upon reasonable investigation, the existence of a Fair Housing Complaint against an owner, manager or agent thereof of Artist Housing.

76.08: Comprehensive Housing Needs Assessment

- (1) A Seasonal Community may expend funds to develop a Comprehensive Housing Needs Assessment, up to but no more frequently than twice per calendar year, which shall at a minimum examine the following:
 - (a) The Seasonal Community's existing demographics and housing stock, along with a projection of future population and housing needs;
 - (b) The capacity of existing infrastructure to accommodate current population and anticipated future growth in the Seasonal Community; and
 - (c) Housing development constraints and limitations on its current and future needs, including but not limited to availability and capacity of water and sewer infrastructure, availability of developable land, and environmental factors limiting housing development.

76.09: Year-round Housing Occupancy Restrictions

- (1) A Seasonal Community, a Trust, or a Regional Trust of which it is a member, may require, hold and enforce a Year-round Housing Occupancy Restriction for rental or other housing created pursuant to 760 CMR 76.04, 760 CMR 76.05 and 760 CMR 76.07.
- (2) A Year-round Housing Occupancy Restriction held by a Seasonal Community shall, to the extent authorized under M.G.L. c. 184, be exempt from the following:
 - (a) the requirements under M.G.L. c. 184, §§ 27 through 30; and
 - (b) the procedural requirements under M.G.L. c. 184, § 32.
- (3) If a Year-round Housing Occupancy Restriction held by a Seasonal Community provides no term limit, then such restriction shall be subject to the 30 year limitation imposed by M.G.L. c. 184, § 23, unless eligible for exemption pursuant to M.G.L. c. 184, § 23.
- (4) If a Dwelling Unit is subject to an Affordable Housing Restriction, the holder of the Year-round Housing Occupancy Restriction shall execute an agreement to subordinate obligations and covenants under the Year-round Housing Occupancy Restriction to the obligations and covenants under the Affordable Housing Restriction.
- (5) A Seasonal Community shall maintain a record of all Year-round Housing Occupancy Restrictions within the Seasonal Community, including the address and any income restrictions placed on Dwelling Units subject to said Year-round Housing Occupancy Restrictions, and shall make said record available to EOHLC upon request.

76.10: Residential Exemption

- (1) Pursuant to M.G.L. c. 23B, § 32(f), a Seasonal Community that has adopted the Residential Property Tax Exemption, may, at the option of the board of selectmen or mayor, with the approval of the city council, as the case may be, increase such exemption to not more than 50% of the average assessed value of all class one, residential, parcels within such city or town.
- (2) Upon request by the Commissioner, a Seasonal Community shall provide to the Commissioner evidence of its acceptance of the Seasonal Community designation and evidence of its vote to increase the residential property tax exemption under 760 CMR 76.10(1). The Commissioner may require modifications to a proposed increase to ensure efficient and lawful administration of local property tax collection, including but not limited to, establishing an effective date for the exemption increase.

7.10: continued

(3) A city or town that has revoked a Seasonal Community designation pursuant to 760 CMR 76.03(2) or had a Seasonal Community designation revoked by EOHLC pursuant to 760 CMR 12.00 shall not continue to provide an increase to the Residential Property Tax Exemption pursuant to 760 CMR 76.10(1) and shall be limited to a Residential Property Tax Exemption that does not exceed the maximum exemption provided under M.G.L. c. 59, § 5C.

(4) Nothing in this section shall be construed to modify any other requirements of M.G.L. c. 59, § 5C.

76.11: Waivers

A Seasonal Community may apply to EOHLC for a waiver from any of the requirements under M.G.L. c. 23B, § 32 and any of the requirements under 760 CMR 76.00 by submitting a form developed by EOHLC which shall require the Seasonal Community to provide a written statement of facts on which such waiver request is based and any supporting documentation, and any additional information as may be required by EOHLC. In deciding whether to grant a waiver, EOHLC may consider whether the requirement that the Seasonal Community has requested a waiver for can reasonably be carried out by existing staff or a regional staff person performing equivalent duties and whether compliance with the requirement will result in undue hardship.

76.12: Revocation of Designation

EOHLC may revoke a Seasonal Community designation under any of the following circumstances:

(a) The Seasonal Community fails to adopt zoning pursuant to 760 CMR 76.04(1) within 24 months from the effective date of 760 CMR 76.00 or 24 months from the local acceptance of the designation pursuant to 760 CMR 76.03, whichever is later;

(b) The Seasonal Community does not meaningfully permit new residential units under zoning established pursuant to 760 CMR 76.04(1). For the purposes of 760 CMR 76.12, EOHLC may use the following factors to determine whether a Seasonal Community has meaningfully permitted new residential units:

1. The number of Year-round Housing Units in the Seasonal Community;
2. The number of Year-round Housing Units permitted under zoning adopted by a Seasonal Community pursuant to 760 CMR 76.04(1);
3. The annual percentage increase in Year-round Housing Units in a Seasonal Community; and
4. The annual gross number of Year-round Housing Units in a Seasonal Community.

(c) EOHLC determines that the Seasonal Community no longer satisfies the criteria for designation pursuant to M.G.L. c. 23B, § 32(b), on which data may be reassessed from time to time, provided, however, that EOHLC may only revoke a Seasonal Community's designation based on that community's consistent failure to satisfy said criteria over five or more consecutive years.

REGULATORY AUTHORITY

St. 2024, c. 150, § 5; M.G.L. c. 23B, § 32(h).

ARTICLE 38

ARTICLE 38: OWNER'S PROJECT MANAGER (OPM) AND DESIGNER SERVICES FOR PROPOSED COMMUNITY CENTER AT 901 ROUTE 134

To see if the Town will vote to raise and appropriate, transfer from available funds, or borrow the sum of \$1,800,000 for the cost of OPM and Designer Services for new proposed Community Center located at 901 Route 134, including any incidental and related costs; or to take any other action relative thereto.

(Select Board)

Select Board: Voted X-X-X to place and support **OPEN for the purpose the article.**

Explanation:

See attached memo.



**TOWN OF DENNIS
MEMORANDUM**

TO: Elizabeth C. Sullivan, Town Administrator
FROM: Gregory C. Rounseville, Assistant Town Administrator
DATE: February 11, 2026

RE: Proposed Community Center at 901 Route 134, East Dennis

I have spoken to Brian Humes regarding 15% Contingency and based upon **\$1,615,000 subtotal** 15% would be \$1,857,250 (15%) as opposed to \$1,765,000 (found in Project Cost Estimate), which is closer to 10% (\$1,776,500), it was clarified that the number is somewhere between those to figures **\$1,800,000** would be a good budget number. I have reflected that in the proposed draft Article for 2026 Annual Town Meeting as instructed by the Select Board (see attached).

- February 9, 2026 Projected Cost Worksheet
- February 3, 2026 Final Design Presentation Select Board – Proposed Community Center
- January 21, 2026 Project Cost Worksheet
- August 8, 2025 – Needs Assessment Community Center

**Proposed New Community Center
Route 134
Dennis, MA**

February 9, 2026

PROJECT COST WORKSHEET

through Bidding

through CA

	through Bidding	through CA
Hard Costs:		
Sitework and Construction		\$23,311,028
Subtotal	\$0	\$23,311,028
Soft Costs:		
Land Acquisition Costs	Town Owned	
Architectural/Engineering Fees	\$1,380,000	\$345,000
Owner's Project Management (OPM) Fees	\$190,000	\$760,000
Furniture, Fixtures, Equipment (& Design)		\$600,000
Land Surveying Services (A-2/T-2)	\$15,000	
Geotechnical Engineering / Soil Testing	\$15,000	
Independent Materials Testing / Inspections		\$35,000
Commissioning Services		\$40,000
Telephone / Data System Equipment		\$50,000
Building Equipment / AV Systems		\$150,000
Printing, Advertising	\$5,000	
Relocation / Moving Expenses		\$10,000
Utility Company back charges		\$25,000
Builder's Risk Insurance Policy		\$100,000
Owner's Legal Fees / Bonding Costs		TBD
Administrative Costs / Owner's Expenses	\$10,000	\$40,000
Subtotal	\$1,615,000	\$2,155,000
Project Contingency (15%)	\$150,000	\$3,350,000
Project Total	\$1,765,000	\$28,816,028

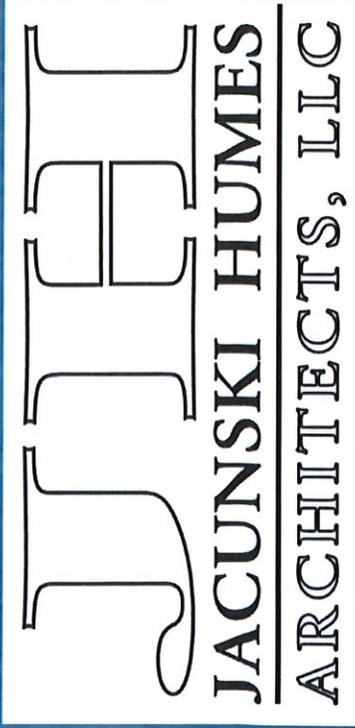
- Hard Cost represents professional cost estimate, dated January 21, 2026, as prepared by Downes Construction Company, New Britain, CT
- Not anticipated are costs associated with unsuitable / contaminated soil conditions or mass rock excavation.
- Project is anticipating construction duration of 14 months from notice to proceed to final completion.
- Soft Costs are indicated as "allowance" amounts for budgeting purposes. Actual costs may vary.
- Costs are based upon MA Prevailing Wage Rates and MGL, Chapter 149, requirements for competitive bidding.
- Costs have been escalated to an anticipated bid period / construction start in the Spring 2027. Cost escalation should be anticipated if projected schedules are not realized.

Proposed Community Center

for the

Town of Dennis, MA

February 3, 2026



Town Staff

Elizabeth Sullivan, Town Administrator

Gregory Rounseville, Asst. Town Administrator

Dustin Pineau, Director, Beach and Recreation

Gerrit Murphy, Assistant Beach / Recreation Director

Select Board Liaison

Paul McCormick

Recreation Commission

Henry "Hank" Bowen, Chair

Paul Prue, Member

George Levesque, Member

Linda Burke, Member

Ford Stewart, Member

Gary Nowitz, Member

Marta Cahill, Alternate

Mary Davis, Alternate

Architect

Jacunski Humes Architects, LLC

Project Timeline - March 2025 – January 2026

- March 10, 2025: Contract was awarded to Jacunski Humes Architects, LLC to complete a Feasibility Study.
- May 12, 2025: Started process of identifying “NEEDS” for a new Community Center on the Wixon School property.
- June 2025: DRAFT Space Needs Assessment distributed for review. 39,565 gross square feet proposed
- June 2025: DRAFT Space Needs Assessment distributed for review. 35,750 gross square feet proposed
- July 2025: Schematic Site Plan / Floor Plans presented to Committee for consideration
- August 2025: DRAFT Space Needs Assessment distributed for review. 33,345 gross square feet proposed
- September 15, 2025: Schematic Site Plan / Floor Plans presented to Committee for consideration (35,245 gross s.f.)
- **January 2026: Professional Cost Estimates / Exterior Renderings produced. Slight modifications to Floor Plans (38,164 gross s.f.)**

Space Needs Assessment
for a new
Community Center
Dennis, MA



August 2025

Prepared By:

JJH
JACUNSKI HUMES
ARCHITECTS, LLC
15 MASSIRIO DRIVE SUITE 101
BERLIN, CONNECTICUT
860-838-9221 FAX 860-838-9223

Space Needs Assessment
for a new
Community Center
Dennis, MA

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3. Recreation Department Storage	3
4. Break Room	4
5. General Purpose Meeting Rooms (total of 2)	4
6. Game Room	4
7. Music Room	4
8. Gymnasium / Walking Track	5
9. Fitness Room	5
10. Low Impact Exercise Classroom	6
11. Golf Simulator Room	6
12. Toilets and Custodial Services	6
13. Circulation	7
14. Mechanical	7
SPACE NEEDS SUMMARY	8
EXTERIOR CONSIDERATIONS	9
SITE NEEDS SUMMARY	11

SPACE NEEDS SUMMARY

Summary Sheet

Square Ft.
required

Dennis Community Center	
Public	680
Recreation Department Offices	1,200
Recreation Department Storage	See Gymnasium
Break Room	250
General Purpose Meeting Rooms	1,325
Game Room	800
Music Room	325
Gymnasium /Walking Track	18,000
Fitness Room	1,500
Low Impact Exercise Classroom	720
Golf Simulator Room	400
Toilets and Custodial Services	1,645
Circulation	w/in net to gross
Mechanical	1,190
Total Net Square Footage	28,035
Net to Gross Factor for Gymnasium (x +/-1.10)	1,800
Net to Gross Factor for all other spaces (x +/-1.35)	3,510
Total Gross Square Footage Required	33,345

SQUARE FOOTAGE COMPARISON

Summary Sheet

Space Needs

Schematic

Assessment

Design

8/8/25

1/7/26

Dennis Community Center		
Public	680	754
Recreation Department Offices	1,200	1,579
Recreation Department Storage	See Gymnasium	1,764
Break Room	250	212
General Purpose Meeting Rooms	1,325	1,340
Game Room	800	834
Music Room	325	386
Gymnasium /Walking Track	18,000	17,858
Fitness Room	1,500	1,272
Low Impact Exercise Classroom	720	766
Golf Simulator Room	400	462
Toilets and Custodial Services	1,645	1,416
Circulation	w/in net to gross	w/in net to gross
Mechanical	1,190	618
Total Net Square Footage	28,035	29,261
Town Storage	not included	3,216
Total Net Square Footage	28,035	32,477
Net to Gross Factor	(x1.19) 5,310	(x1.175) 5,687
Total Gross Square Footage	33,345	38,164

SQUARE FOOTAGE COMPARISON

Summary Sheet

Space Needs
Assessment

Schematic

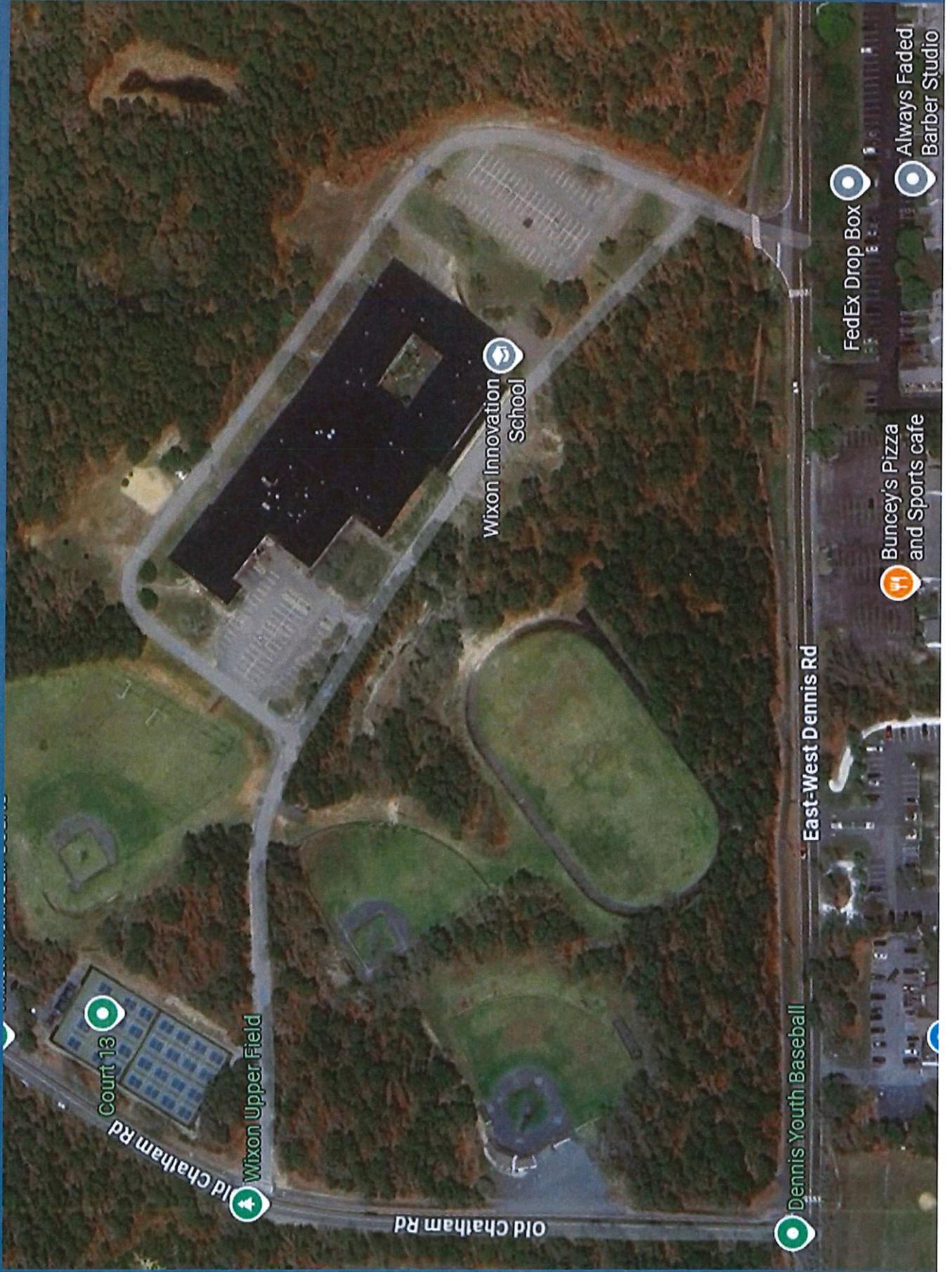
8/8/25

Design

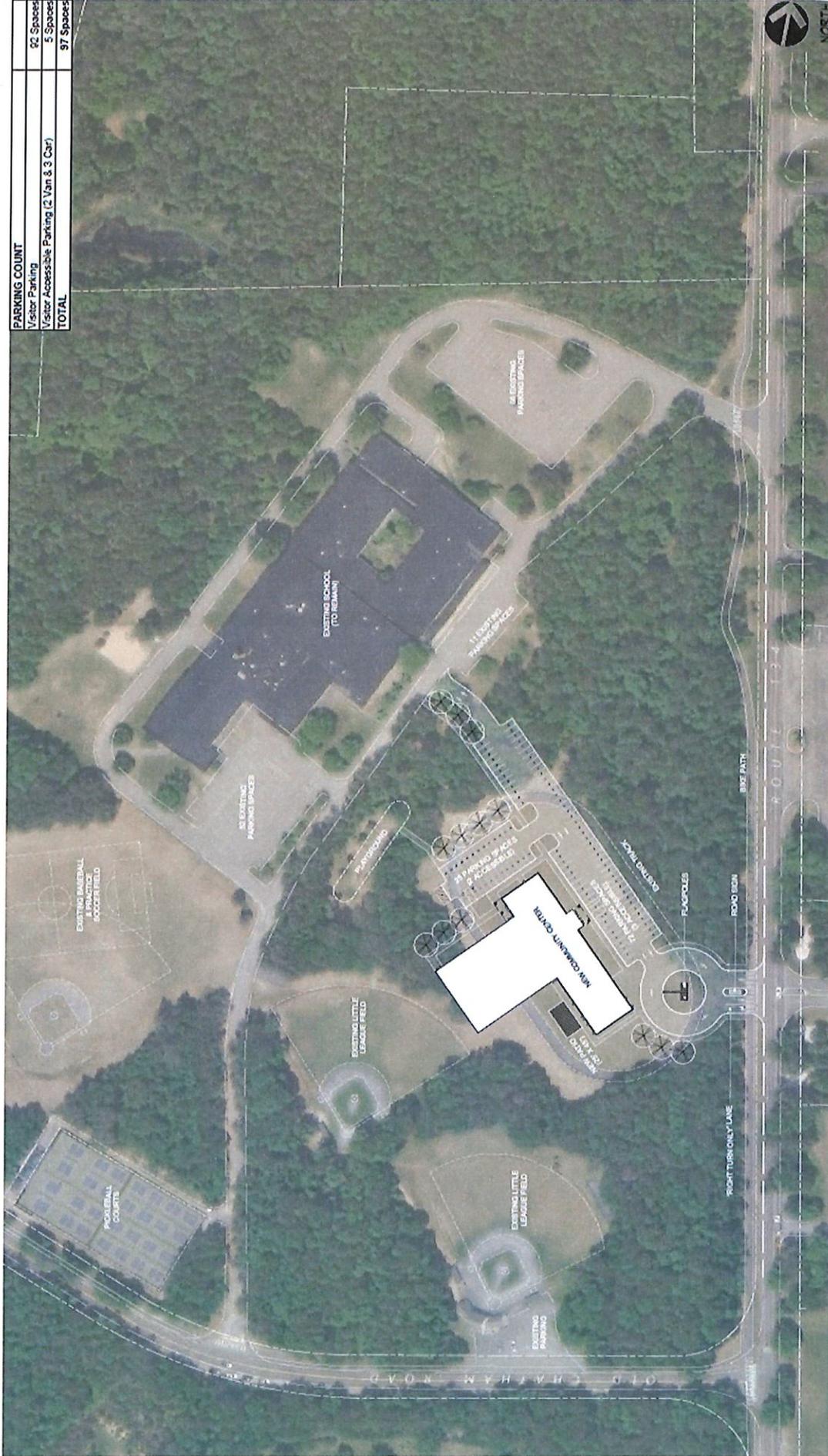
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CURRENT SITE CONDITIONS



PROPOSED SITE CONDITIONS

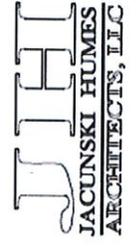


January 23, 2026

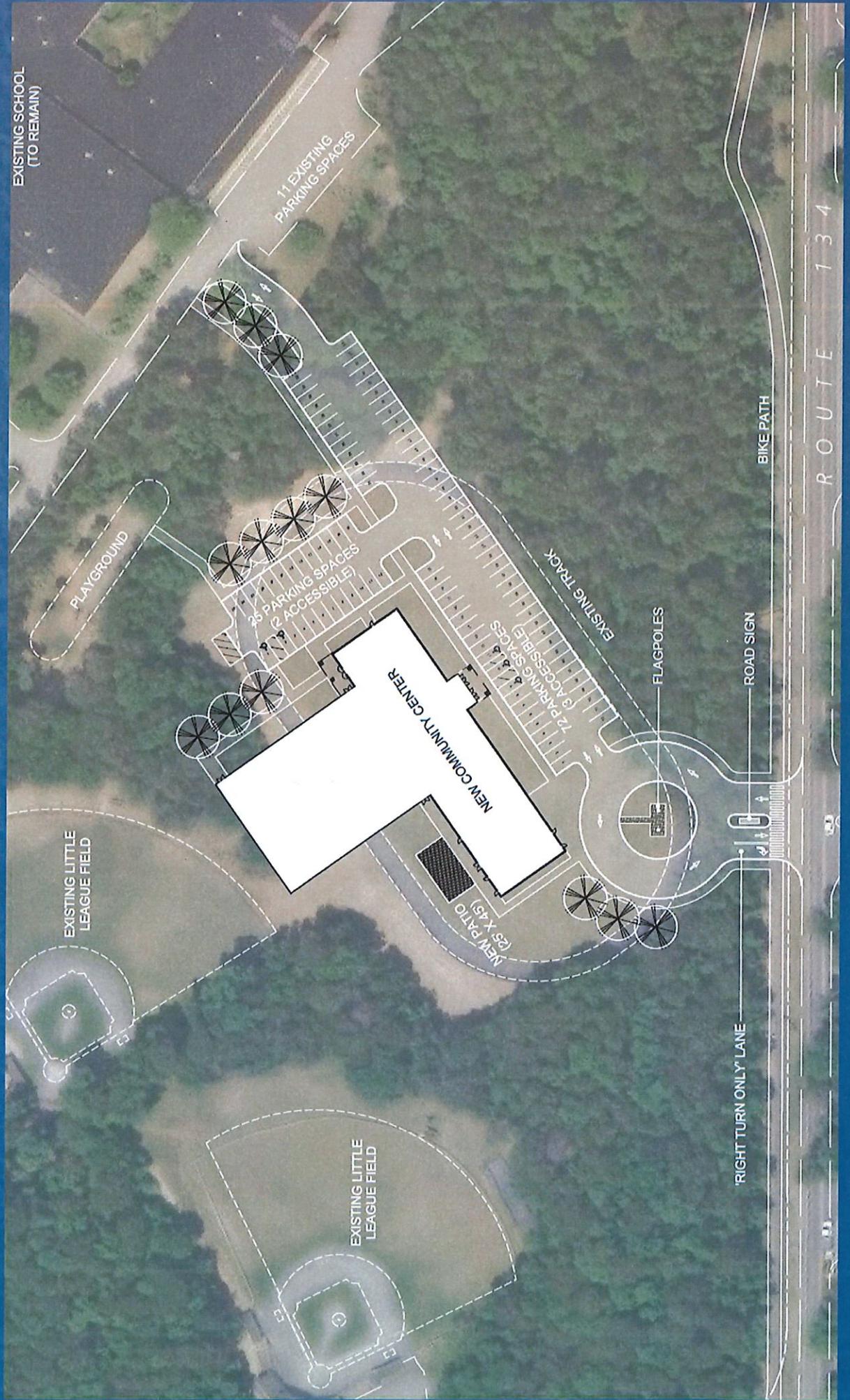
OVERALL PLAN



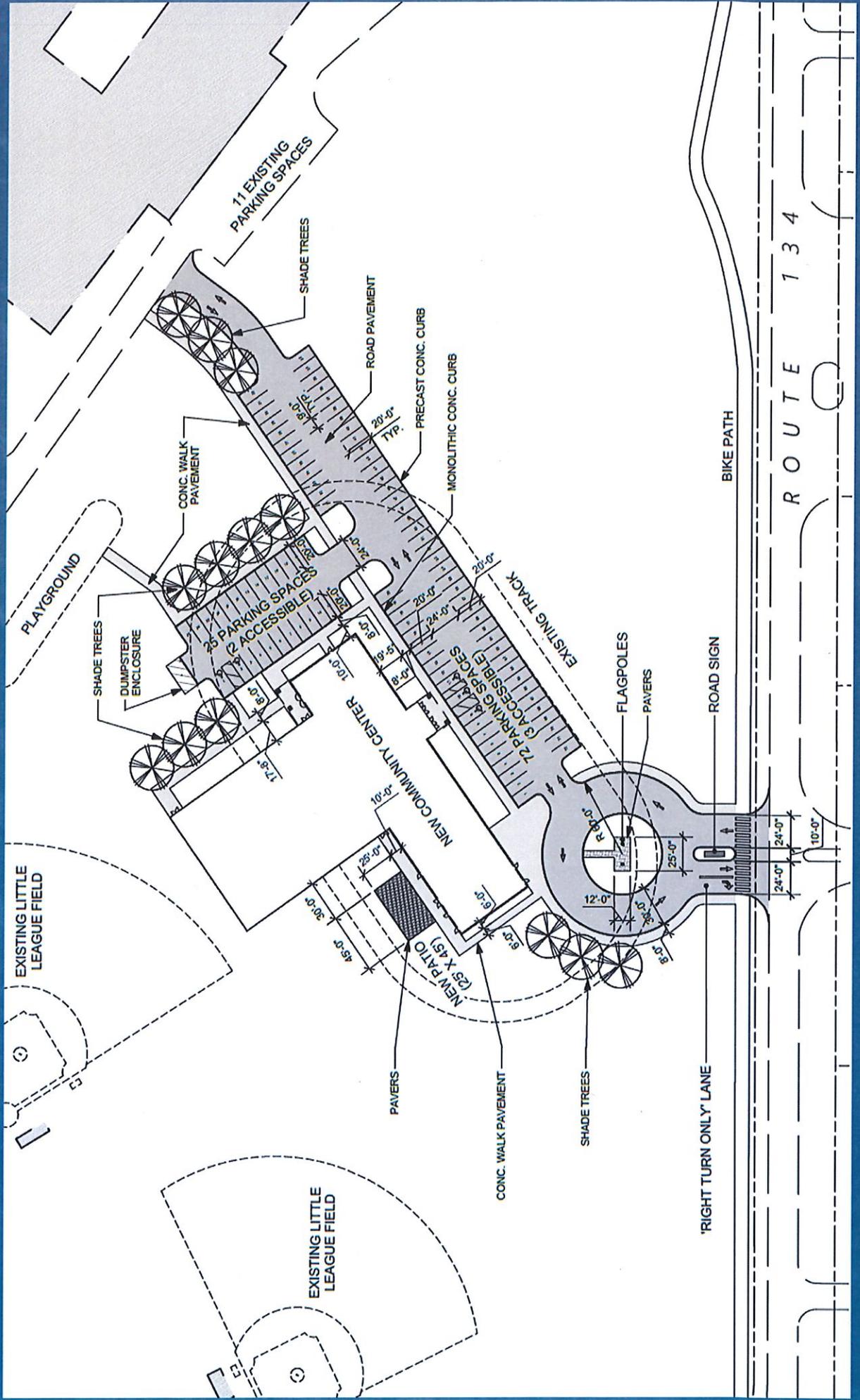
NEW COMMUNITY CENTER & SITE IMPROVEMENTS
FOR THE
TOWN OF DENNIS, MA



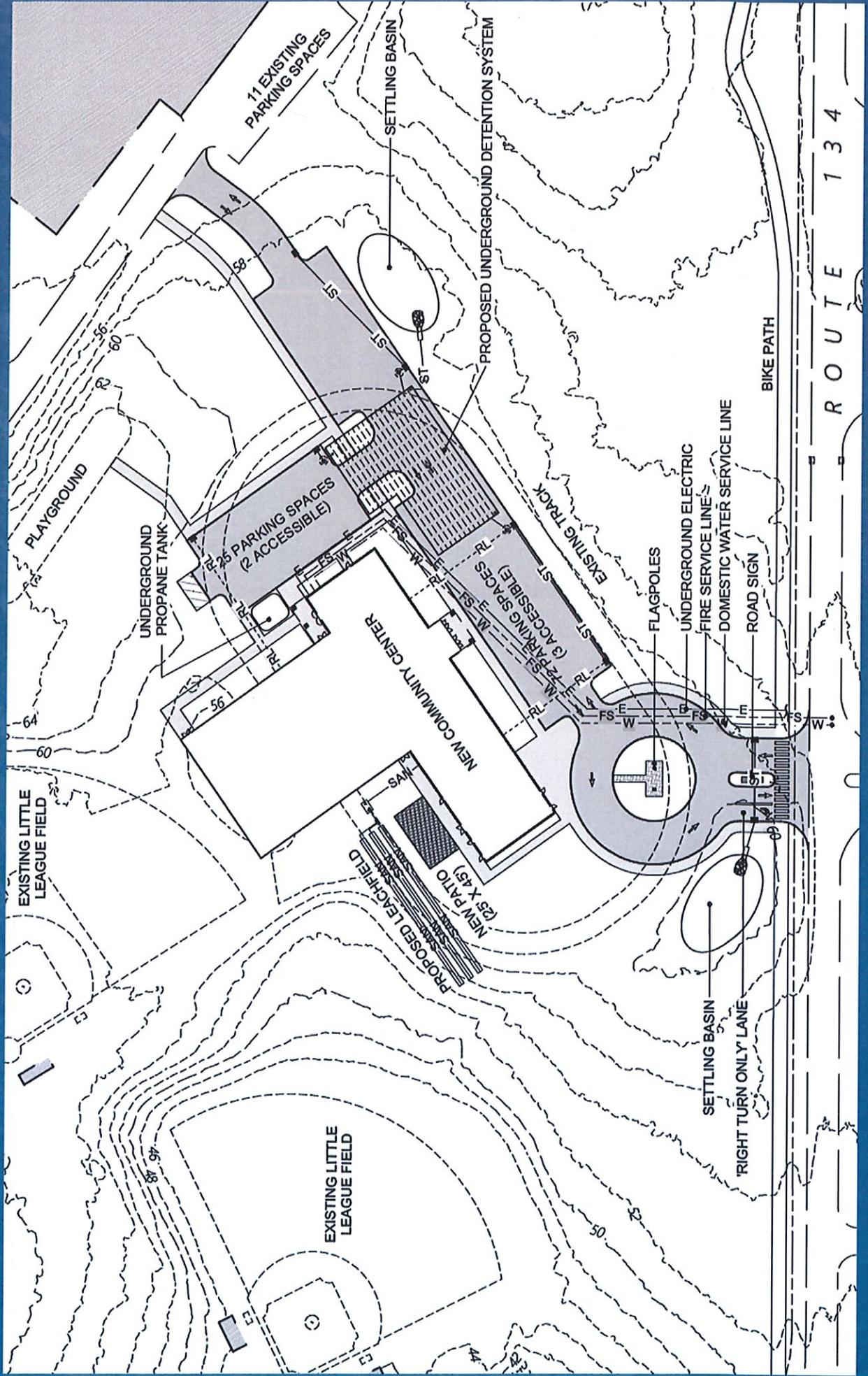
PROPOSED SITE CONDITIONS



PROPOSED SITE CONDITIONS



PROPOSED SITE CONDITIONS



LOWER FLOOR PLAN - PROPOSED



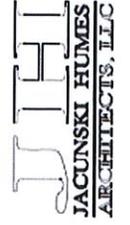
January 7, 2026

Proposed Lower Floor Plan

3,150 SF



PROPOSED COMMUNITY CENTER
FOR THE
TOWN OF DENNIS, MASSACHUSETTS



PROFESSIONAL COST ESTIMATE

New Community Center & Site Improvements

Town of Dennis, MA



TOWN OF
DENNIS
MASSACHUSETTS

CONTENTS:

- Cover
- Executive Letter
- Basis of Estimate
- Conceptual Estimate

DATE: January 21, 2026
ESTIMATE LEVEL: Conceptual
ARCHITECT: Jacunski Humes Architects, LLC



DOWNES CONSTRUCTION

PROJECT COST WORKSHEET



Proposed New Community Center
Route 134
Dennis, MA

January 21, 2026

PROJECT COST WORKSHEET

Hard Costs:		
Sitework and Construction	\$23,311,028	
Subtotal		\$23,311,028
Soft Costs:		
Land Acquisition Costs	Town Owned	
Architectural/Engineering Fees	\$1,725,000	
Owner's Project Management (OPM) Fees	\$950,000	
Furniture, Fixtures, Equipment (& Design)	\$600,000	
Land Surveying Services (A-2/T-2)	\$15,000	
Geotechnical Engineering / Soil Testing	\$15,000	
Independent Materials Testing / Inspections	\$35,000	
Commissioning Services	\$40,000	
Telephone / Data System Equipment	\$50,000	
Building Equipment / AV Systems	\$150,000	
Printing, Advertising	\$5,000	
Relocation / Moving Expenses	\$10,000	
Utility Company back charges	\$25,000	
Builder's Risk Insurance Policy	\$100,000	
Owner's Legal Fees / Bonding Costs	TBD	
Administrative Costs / Owner's Expenses	\$50,000	
Subtotal		\$3,770,000
Project Contingency (15%)	\$3,500,000	\$3,500,000
Project Total		\$30,581,028

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- Project is anticipating construction duration of 14 months from notice to proceed to final completion.
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HARD COSTS: \$23,311,028

SOFT COSTS: \$3,770,000

CONTINGENCY: \$3,500,000

TOTAL PROJECT: \$30,581,028

EXTERIOR RENDERING



EXTERIOR RENDERING



**Proposed New Community Center
Route 134
Dennis, MA**

January 21, 2026

PROJECT COST WORKSHEET

Hard Costs:		
Sitework and Construction	\$23,311,028	
Subtotal		\$23,311,028
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New Community Center & Site Improvements

Town of Dennis, MA



TOWN OF
DENNIS
MASSACHUSETTS

CONTENTS:

- Cover
- Executive Letter
- Basis of Estimate
- Conceptual Estimate

DATE: January 21, 2026

ESTIMATE LEVEL: Conceptual

ARCHITECT: Jacunski Humes Architects, LLC





200 Stanley Street
New Britain, CT 06051
860.229.3755
downesco.com

Date: 1/21/2026

To: Jacunski Humes Architects, LLC
Brian Humes

Reference: Conceptual Estimate

Project: New Community Center & Site Improvements – Dennis, MA

Downes Construction Company is pleased to present Jacunski Humes Architects with the attached Conceptual Estimate. We utilized our extensive historical database on similar projects to develop the value in conjunction with the project documents you provided.

Based on the provided plans, Downes Construction has calculated the gross building area to be 38,164 sf with a total construction cost of **\$23,311,028**. The estimate includes a 15% Design and Estimating Contingency and 6% Escalation. No construction contingency or CM fee have been included due to the delivery method being a GC bid.

The current budget is based on a Spring 2027 start date, which may require further discussion. We assumed a duration of 14 months to construct both joined buildings as well as the site.

Sincerely,

Downes Construction Company

Estimator

Cole Mileski



Basis of Estimate

New Community Center & Site Improvements

Documents Utilized

- New Community Center & Site Improvements for the Town of Dennis, MA prepared by Jacunski Humes Architects, LLC dated November 14, 2025 and January 7, 2026
- Historical cost data and Downes estimating benchmarks

Scope of Work

- Construct a new approximately **38,164 SF community center** including a gymnasium with elevated running track, fitness areas, meeting spaces, offices, support spaces, and associated site improvements.
- Tree clearing, grubbing, and site stripping within construction limits.
- Site excavation, grading, and earthwork as required for building foundation and parking lot.
- Installation of an on-site septic system, including tank, leaching fields, piping, and testing.
- Installation of stormwater detention system, including chambers, piping, structures, and connection to site drainage.
- Installation of catch basins, underground storm piping, and site drainage structures.
- Extension of utilities (water, electric, communications, and other services) from Route 134 to the building.
- Parking lot construction including subbase, pavement, striping, accessible spaces, and signage.
- Installation of site lighting, including poles, fixtures, bases, wiring, and controls.
- Extension and modification of the bike path around the new road radius.
- Installation of a flagpole and road sign at the site entrance.
- Concrete foundations, footings, slab-on-grade, and foundation walls.
- Construction of taller foundation walls at the rear of the building to address site slope.
- Masonry block foundation wall at the pre-engineered metal building.
- Furnish and erect pre-engineered metal building structural steel framing, columns, beams, and roof system.
- Interior metal stud framing and drywall at pre-engineered metal building exterior walls.
- Structural cold-formed metal framing with wood roof trusses.
- Exterior wall assemblies at CFMF portions consisting of:
 - Metal stud framing
 - Hunter panels
 - Spray foam insulation
 - Hardie plank siding
 - Cedar shake siding
 - Masonry water table
- Roofing systems complete with flashing, insulation, and drainage.
- AZEK/PVC trim at siding and roof edges, painted.
- Decorative PVC column wraps at exterior columns and window shutters, painted.
- Exterior doors, windows, louvers, and associated flashing and sealants.

- Metal stud interior partitions with gypsum board, taped, finished, and painted.
- Acoustical, fire-rated, and moisture-resistant assemblies as required by code and room use.
- Wood athletic flooring at gymnasium.
- Ceramic tile flooring at all restrooms.
- Resilient flooring throughout remaining areas.
- Interior signage, toilet partitions, accessories, and specialties.
- Furnish and install a suspended running track within the gymnasium.
- Track system hung from PEMB girders, including structural supports, decking, guardrails, and finishes.
- Masonry elevator shaft construction from foundation to roof.
- Installation of elevator equipment, controls, finishes, and inspections.
- Complete fire sprinkler system serving all areas.
- Sprinkler coverage as required below and above the suspended running track.
- HVAC systems serving all spaces.
- Mechanical units located in the attic with exterior condensers on concrete pads.
- Domestic water, sanitary, and vent piping.
- Plumbing fixtures and accessories.
- Connection to on-site septic system.
- Main electrical service, distribution, panels, and branch wiring.
- Interior and exterior lighting systems.
- Fire alarm, data, and low-voltage systems as required.
- Emergency generator, including generator unit, concrete pad, electrical connections, transfer switch, fuel system, and startup.
- Provisions for future solar photovoltaic system, including space allocation, structural allowances, and electrical rough-ins as required (solar system not included).
- Provisions for future electric vehicle (EV) charging stations, including conduit, sleeves, and capacity allowances as required (EV chargers not included).

Exclusions

- Hazardous material abatement.
- Contaminated or Polluted Soil.
- Sales tax.
- Premiums for non-standard work times.
- Cost associated to tariffs, while outside of contractor control, can significantly impact total project cost if not proactively managed. Downes Construction will continue to monitor market conditions and provide updated recommendations should these risks escalate.

Assumptions

- This estimate assumes the project will be a competitive GC bid delivery.
- All utility tie-ins were assumed to be located at the adjacent roadway.
- Drawings are conceptual; final design may alter scopes and quantities.
- The construction duration is 14 months with an assumed start date of Spring 2027.

Estimating Methodology

- Quantities extracted from conceptual drawings.
- Pricing based on Q4 2025 market rates and historical Downes project data.
- Unit costs based on in-house historical data, and recent comparable projects.
- Unit pricing includes labor, material, and equipment.
- Trade cost structured by CSI Division.
- Contingencies applied for design evolution and pricing risk.

Next Steps

This estimate is intended to validate the budget, and project planning efforts. It is recommended that all major scope assumptions be validated through continued coordination with the Owner.



Downes Construction
New Community Center & Site Improvements

Dennis, MA

Drawings Dated: 11/14/2025

Estimate Date: 01/21/2026

CONCEPTUAL ESTIMATE

		Conceptual Budget	
		TOTALS	
	NEW CONSTRUCTION CFMF		24,832 sf
	NEW CONSTRUCTION PEMB		13,332 sf
	TOTAL GROSS AREA		38,164 sf
	ASPHALT SHINGLE ROOF AREA		13,905 sf
	BUILDING DEMO		NA
	SITE AREA		2.8 acres
	DURATION		14 mos
	PHASING		1 phs
<hr/>			
	PROJECT REQUIREMENTS	\$	642,600
	FINAL CLEANING	\$	38,927
	CONTAMINATED SOIL ALLOWANCE		NA
	HAZARDOUS ABATEMENT		NA
	BUILDING DEMOLITION		NA
	SELECTIVE DEMOLITION		NA
	CAST-IN-PLACE CONCRETE	\$	856,400
	MASONRY - PEMB FOUNDATION & STONE VENEER	\$	389,273
	STRUCTURAL STEEL & METAL FABRICATIONS	\$	583,909
	PRE-ENGINEERED METAL BUILDING	\$	951,905
	ROUGH CARPENTRY	\$	583,909
	FINISH CARPENTRY	\$	272,491
	THERMAL & MOISTURE PROTECTION	\$	155,709
	SIDING & EXTERIOR PANELS	\$	177,300
	ASPHALT SHINGLE ROOFING	\$	354,578
	FIREPROOFING & STOPPING	\$	116,782
	DOORS, FRAMES & HARDWARE	\$	272,491
	STOREFRONTS, CURTAIN WALL & WIND	\$	467,127
	GYPSUM BOARD ASSEMBLIES	\$	1,362,455
	ACOUSTICAL CEILINGS & TREATMENT	\$	272,491
	TILE	\$	233,564
	FLOORING	\$	467,127
	WOOD BASKETBALL COURT FLOORING	\$	353,565
	PAINTING	\$	116,782
	SPECIALTIES	\$	233,564
	EQUIPMENT	\$	155,709
	ATHLETIC EQUIPMENT - BASKETBALL COURTS	\$	258,374
	ATHLETIC EQUIPMENT - TRACK	\$	503,150
	FURNISHINGS	\$	77,855
	SPECIAL CONSTRUCTION		NA
	ELEVATORS	\$	208,080
	FIRE PROTECTION	\$	350,346
	PLUMBING	\$	1,167,818
	HVAC	\$	3,114,182
	ELECTRICAL, COMMUNICATION, FA, SECURITY	\$	1,829,582
	SITework	\$	1,142,400
TOTAL TRADE COST		\$	17,710,445



Downes Construction
New Community Center & Site Improvements

Dennis, MA

Drawings Dated: 11/14/2025

Estimate Date: 01/21/2026

CONCEPTUAL ESTIMATE

		Conceptual Budget	
		TOTALS	
NEW CONSTRUCTION CFMF			24,832 sf
NEW CONSTRUCTION PEMB			13,332 sf
TOTAL GROSS AREA			38,164 sf
ASPHALT SHINGLE ROOF AREA			13,905 sf
BUILDING DEMO			NA
SITE AREA			2.8 acres
DURATION			14 mos
PHASING			1 phs
<hr/>		<hr/>	
15.00%	Design & Estimating Contingency	\$	2,656,567
6.00%	Escalation (Bid Contingency)	\$	1,222,021
	General Conditions, Staffing & OHP	\$	1,356,600
3 est	Preconstruction		NA
0.85%	General Liability Insurance	\$	195,038
	Builder's Risk Insurance		By Owner
3.00%	Local Building Permit		Assumed Waived
0.026%	State Education Fund	\$	6,017
0.71%	GC Payment & Performance Bond	\$	164,341
0.00%	Construction Contingency		Soft Cost
	Sales Tax		Assumed Tax Exempt
0.00%	Contractor Fee		Soft Cost
<hr/>		<hr/>	
TOTAL CONSTRUCTION COST		\$	23,311,028

Space Needs Assessment
for a new
Community Center
Dennis, MA



August 2025

Prepared By:

J H
JACUNSKI HUMES
ARCHITECTS, LLC

15 MASSIRIO DRIVE SUITE 101
BERLIN, CONNECTICUT
860-828-9221 FAX 860-828-9223

Space Needs Assessment
for a new
Community Center
Dennis, MA

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GENERAL INFORMATION

Date: August 2025

Department: Town of Dennis & Recreation Department

Address: 685 Route 134
South Dennis, MA 02660

Primary Contact: Henry (Hank) Bowen, Chair, Community Center
Study Committee
(774) 212-6209 (T)
Email: hbowen7@comcast.net

Beach & Recreation Director: Dustin Pineau
Email: dpineau@town.dennis.ma.us

Community Information: Encompasses five (5) villages: Dennis Port,
East Dennis, South Dennis, and West
Dennis.
22.3 square miles total area
(20.5 square miles of land)
(1.7 square miles of water)

Population / Age: Total Population (2023) = 14,903 (estimated)
Density = 716 / square mile
Age 45 and over = 56.2% (2020 census)
Median Age = 49 years (2020 census)

SPACE NEEDS ASSESSMENT

DENNIS COMMUNITY CENTER

*Square Footage
Proposed*

1. Public

- | | | |
|----|--|-----|
| a. | Vestibule | 80 |
| | 1. Air-lock vestibule | |
| | 2. Walk off mat | |
| b. | Lobby / Reception / Waiting | 600 |
| | 1. Access to Meeting Rooms, toilet facilities | |
| | 2. Access to Administrative Receptionist | |
| | 3. Public Telephone / House Phone | |
| | 4. Wall mounted monitor for activities / schedule / announcements | |
| | 5. Display Case | |
| | 6. Pamphlet Rack / Display table | |
| | 7. Tackboard | |
| | 8. Sitting area for waiting / reading, comfortable furniture | |
| | 9. Kiosk for member registration access control to the remainder of facility | |
| | 10. Vending area for soda / snack / juice drinks | |
| | 11. Coffee stations with water fills and storage cabinets | |
| | 12. Bottle filler / hydration station with sink | |
| | 13. Trash / recycling containers | |
| | 14. Controlled points of entry to Community Center functions / rooms | |
| | 15. Adjacent to Vestibule, Café, primary function spaces | |

2. Recreation Department Offices

- | | | |
|----|---|-----|
| a. | Public Registration Area / Visitor Waiting | 150 |
| | 1. Public reception counter for program registration, handicap accessible | |
| | 2. Adjacent to Public Entry | |
| | 3. Visitor's seating for two (2) | |
| b. | Central Work Office | 250 |
| | 1. Workstation for one (1) | |
| | 2. Coat storage closet | |
| | 3. File storage | |
| | 4. Bookshelving | |
| | 5. Storage cabinets for office supplies, safe | |
| | 6. Open office plan | |
| | 7. Duress alarm | |
| | 8. Adjacent to Public Reception, Director | |

- c. Director 150
1. Workstation for one (1)
 2. Visitor's chairs for two (2)
 3. File storage
 4. Adjacent to Conference Room
- d. General Office 125
1. Workstation for one (1)
 2. Visitor's chairs for two (2)
 3. File storage
 4. Adjacent to Conference Room
- e. General Office 125
1. Workstation for one (1)
 2. Visitor's chairs for two (2)
 3. File storage
 4. Adjacent to Conference Room
- f. Copy / Workroom 100
1. High speed copy, scanner, printer
 2. Office supplies storage cabinets
 3. Laminating equipment
 4. Bulk paper storage
 5. Paper shredder
 6. Sink
 7. Adjacent to Central Work Office
- g. Department General Storage 300
1. Storage of department supplies and equipment to support programmatic functions
 2. Adjustable shelving
 3. Mobile cart storage for distribution of supplies throughout facility
 4. Adjacent to Central Work Office

3. *Recreation Department Storage*

- a. Recreation Department Storage see Gymnasium
1. Storage of all recreation equipment, balls, uniforms, nets, etc.
 2. Adjacent to Offices and Gymnasium

4. *Break Room*

- | | | |
|----|---|-----|
| a. | <u>Break Room</u> | 250 |
| | 1. Table seating for eight (8) | |
| | 2. Kitchenette with microwave, sink, refrigerator/freezer, storage cabinets | |
| | 3. Bottled water dispenser, bottle storage casework | |
| | 4. Tackboard | |
| | 5. Trash / recycling containers | |
| | 6. Natural light | |
| | 7. Adjacent to Recreation Department Offices | |

5. *General Purpose Meeting Rooms (total of 2)*

- | | | |
|----|--|-------|
| a. | <u>Small General Purpose Meeting Rooms Two (2) @ 600</u> | 1,200 |
| | 1. Seating for thirty (30), minimum, at training tables / chairs | |
| | 2. Coat storage | |
| | 3. Hard surface flooring | |
| | 4. TV / Display monitor | |
| | 5. Markerboard | |
| | 6. Sink, countertop, cabinet storage | |
| | 7. WIFI enabled | |
| | 8. Adjacent to General Purpose Meeting Rooms (large) | |
| b. | <u>Furniture Storage</u> | 125 |
| | 1. Storage of portable tables and chairs | |
| | 2. A/V rack for audio system to Meeting Rooms | |
| | 3. Adjacent to General Purpose Meeting Rooms | |

6. *Game Room*

- | | | |
|----|--|-----|
| a. | <u>Game Room</u> | 800 |
| | 1. Locate adjacent to Public Lobby / Staffing for supervision of area. | |
| | 2. Include glazing to Public Lobby / Staffing areas | |
| | 3. Billiards (1) | |
| | 4. Ping Pong (2) | |
| | 5. Air hockey (1) | |
| | 6. Card tables for board games / card games / puzzles | |
| | 7. Game storage cabinets, lockable | |
| | 8. Wall mounted monitors | |
| | 9. Adjacent to Public Reception, Recreation Department Offices | |

7. *Music Room*

- | | | |
|----|--|-----|
| a. | <u>Music Room</u> | 325 |
| | 1. Acoustically controlled environment for music rehearsals / practice | |
| | 2. Piano | |
| | 3. Acoustic separation from adjacent spaces | |
| | 4. Adjacent to Small General Purpose Meeting Rooms | |

8. *Gymnasium / Walking Track*

- | | | |
|----|--|--------|
| a. | <u>Gymnasium</u> | 12,000 |
| | 1. Main basketball court, sized to High School use standards (84'x50') | |
| | 2. Two (2) practice courts perpendicular to main court (74' x 50') | |
| | 3. Line striping for basketball / pickleball / tennis | |
| | 4. Mesh divider screen between practice courts | |
| | 5. Suspended basketball equipment to support all court configurations | |
| | 6. Wall padding at perimeter | |
| | 7. Drinking fountain, accessible | |
| | 8. Floor inserts for volleyball and pickleball / tennis equipment | |
| | 9. Electronic scoreboard | |
| | 10. Bleacher seating for spectator use during activities on main court, accessible | |
| | 11. Hardwood floor surface for multi-purpose use of Gymnasium | |
| | 12. Adjacent to Public Entry / Lobby, Locker Rooms | |
| b. | <u>Walking / Jogging Track</u> | 5,000 |
| | 1. Three (3) lane walking / jogging track at perimeter of Gymnasium | |
| | 2. Elevated track overlooking gymnasium with H.C. accessibility | |
| | 3. Railings to Gymnasium below | |
| | 4. Rubberized floor surface with lane markings | |
| c. | <u>Gym Equipment Storage</u> | 1,000 |
| | 1. Storage of department gym equipment and supplies | |
| | 2. Storage of bulk supplies and recreational equipment | |
| | 3. Seasonal storage equipment | |
| | 4. Storage of all recreation equipment, balls, uniforms, nets, etc. | |
| | 5. Adjustable storage shelving | |
| | 6. Adjacent to Exterior Entrance, Gymnasium | |

9. *Fitness Room*

- | | | |
|----|---|-------|
| a. | <u>Fitness Room</u> | 1,500 |
| | 1. Stationary cardio exercise machines | |
| | 2. Smaller free weights | |
| | 3. Multi-station fitness equipment | |
| | 4. Bottle filler | |
| | 5. Mirrored wall surface | |
| | 6. Wall mounted monitor(s) | |
| | 7. Rubber sports flooring | |
| | 8. Coat storage | |
| | 9. Box lockers for personnel items (shoes/keys/valuables), total of fifteen (15), minimum | |
| | 10. CCTV surveillance monitored by Administration | |
| | 11. WIFI enabled | |
| | 12. Adjacent to Gymnasium, Locker Rooms | |

10. *Low Impact Exercise Classroom*

- | | | |
|----|--|-----|
| a. | <u>Low Impact Exercise Classroom</u> | 600 |
| | 1. Utilize for instructional yoga, dance, low impact exercise instruction, class sizes of twenty-five (25), max. | |
| | 2. Wood flooring suitable for dance / low impact exercising | |
| | 3. Sound system for instructional purposes | |
| | 4. Mirrored wall surface | |
| | 5. Dance bar along one (1) wall | |
| | 6. Coat storage | |
| | 7. Wall mounted display monitor for distance learning | |
| | 8. Adjacent to Fitness Center, Equipment Storage | |
| b. | <u>Equipment Storage</u> | 120 |
| | 1. Storage of mobile fitness equipment (therapy balls, chairs, mats, etc.) | |
| | 2. Adjacent to Low Impact Exercise Classroom | |

11. *Golf Simulator Room*

- | | | |
|----|--|-----|
| a. | <u>Golf Simulator Room</u> | 400 |
| | 1. Utilize for instructional golf lessons / practice. | |
| | 2. Artificial turf at golf striking locations | |
| | 3. Computer workstations for data generation / display | |
| | 4. High ceiling clearances for swing techniques | |
| | 5. Video display of course layouts | |
| | 7. Training simulator equipment and ball backstops | |
| | 8. Adjacent to Fitness Center, Exercise Classroom | |

12. *Toilets and Custodial Services*

- | | | | |
|----|---|--------------|-----|
| a. | <u>Janitor Closets</u> | Two (2) @ 50 | 100 |
| | 1. One per floor (minimum) | | |
| | 2. Floor sink | | |
| | 3. Custodial supply storage | | |
| | 4. Cart storage | | |
| | 5. <u>Equipment storage</u> | | 125 |
| b. | <u>Toilet Facilities</u> | | |
| | 1. Public use facilities to be provided per code/occupancy, handicap accessible | | |
| | 2. <u>Public facilities adjacent to Public Lobby</u> | 2 @ 300 | 600 |
| | 3. <u>Public facilities adjacent to Recreational Uses</u> | 2 @ 300 | 600 |
| | 4. <u>Family Toilet Room with changing stations</u> | 1 @ 80 | 80 |
| | 5. <u>Administrative facilities adjacent to Recreation Offices</u> | 2 @ 70 | 140 |
| | 6. Call-for-aid stations in single use toilet rooms | | |
| | 7. Handicap accessible designs | | |

13. Circulation

- a. Stairs w/in net to gross
1. Code required minimum, two per floor
 2. 48" clear width (code min.), 60" minimum clear width preferred
 3. CCTV surveillance of interior corridors, Fitness Room, Points of Entry, Game Room, General Purpose Meeting Rooms, Gymnasium
- b. Elevators w/in net to gross
1. Access controlled to secure floors
 2. Public use, access controlled
 3. Sized to accommodate stretcher dimensions
 4. Automatic recall
 5. Elevator machine room adjacent to shaft

14. Mechanical

- a. Boiler Room 300
1. Two boilers (min), preferred
 2. High efficiency, full condensing boilers preferred
 3. Condensate filter with PH meter
 4. Hot water storage
 5. Floor drains
- b. HVAC Equipment 400
1. Ducted supply and returns
 2. High efficiency filters, pumps, and motors
 3. VAV boxes with DDC controls
 4. Zoned systems throughout facility
 5. Host computer for monitoring and diagnosis of temperature control systems
- c. Electrical Room 250
1. Main switchgear equipment for service entrance
 2. Panelboards, sub-panels, and circuits
- d. Emergency Electrical Room 120
1. Automatic transfer switch
 2. Emergency power panels and circuits
 3. Diesel fired generator on exterior pad mount (see site needs)
- e. Fire Suppression 120
1. Fully sprinkled facility according to NFPA 13 standards
 3. Sprinkler control valve assembly and backflow preventer
 4. Fire Department Siamese connection at designated location

SPACE NEEDS SUMMARY

Summary Sheet

Square Ft.
required

Dennis Community Center	
Public	680
Recreation Department Offices	1,200
Recreation Department Storage	See Gymnasium
Break Room	250
General Purpose Meeting Rooms	1,325
Game Room	800
Music Room	325
Gymnasium /Walking Track	18,000
Fitness Room	1,500
Low Impact Exercise Classroom	720
Golf Simulator Room	400
Toilets and Custodial Services	1,645
Circulation	w/in net to gross
Mechanical	1,190
Total Net Square Footage	28,035
Net to Gross Factor for Gymnasium (x +/-1.10)	1,800
Net to Gross Factor for all other spaces (x +/-1.35)	3,510
Total Gross Square Footage Required	33,345

EXTERIOR CONSIDERATIONS

- a. Building Orientation / Sustainability
1. Main Entrance to be South / Southeast facing to take advantage of solar gain / minimize icing conditions in winter
 2. Take advantage of sustainable solutions for rainwater runoff, solar gain, power generation, etc.
 3. Roadway connection to adjacent roadway network
 4. Roof structure(s) to support PV panels (future)
- b. Public Parking 64,000
1. Total number of spaces preferred = Two Hundred (200), minimum, preferred to support building occupancy
 2. Handicap parking spaces = Twelve (12), minimum, and van accessible
 3. Covered vehicle drop off area at Main Entrance for bus loading / unloading (14' clearance)
- c. Staff Parking 4,500
1. Total number of spaces required = Ten (10), minimum
- d. Flagpoles
1. USA
 2. State
 3. Internal halyard
 4. Ground mounted lighting
- e. Signs
1. Building identification at roadway and on building
 2. Illuminated
 3. Conforms to Local Zoning regulations
- g. Lighting
1. Lighting in public areas, roadways, parking areas, and sidewalks
 2. Illuminated entry locations
 3. Lighting coordinated with CCTV locations
 4. Night sky compliant
 5. Energy Star compliant, LED fixtures
- h. Handicap accessibility
1. Entire facility / parking / site amenities to be handicap accessible
 2. Handicap accessibility to all points of public entry

- i. CCTV Cameras
1. Color, multi-sensor cameras preferred to monitor site and points of entry
 2. Weatherproof housings
 3. Pole mounted away from structure to control points of entry
 4. Recording equipment within facility and monitored at Administrative Offices
- j. Plant Material
1. Minimize grass areas and required lawn maintenance
 2. Low ground cover preferred
 3. Decorative trees not to conflict with snow storage locations
 4. Low water usage plantings preferred
- k. Dumpster Enclosure / Trash Collection 500
1. Number of dumpsters required = One (1) general trash, one (1) recycling container, minimum
 2. Fenced enclosure with gate
 3. Concrete pad for rodent control
- l. Snow Storage Lawn Areas
1. Provide snow storage capacity adjacent to paved areas
- m. Exterior Hose Bibb Locations
1. Provide varied locations around building
 2. Exterior locations at Fleet Vehicle Parking
- n. Emergency Generator 250
1. Diesel fueled generator preferred
 2. 72-hour day tank, minimum
 3. Automatic transfer switch in Emergency Electrical Room
 4. Weatherproof enclosure on concrete pad
 5. Sized for 100% load of facility

SITE NEEDS SUMMARY

Site Requirements	Area Estimate (square feet)
Public Parking	64,000
Staff Parking	4,500
Dumpster Enclosure	500
Emergency Generator	250
SUBTOTAL	69,250
Building Footprint (two-story assumed)	25,000
Landscaped Setbacks / Zoning Setbacks	50,000
Future Expansion Potential	10,000
TOTAL SITE AREA	154,250

DIVIDED BY 43,560 = +/- 3.50 ACRES (MINIMUM BUILDABLE AREA, RECOMMENDED)

J J H

JACUNSKI HUMES

ARCHITECTS, LLC

15 MASSIRIO DRIVE SUITE 101
BERLIN, CONNECTICUT
860-828-9221 FAX 860-828-9223

ARTICLE 39: EASEMENTS FOR WASTEWATER TREATMENT FACILITY PROJECT

To see if the Town will vote to authorize the Select Board to grant permanent and temporary easements, leasehold, license or other real property interests for wastewater purposes including without limitation, for the construction, operation, maintenance and repair of a wastewater treatment facility, pumping stations and related appurtenances and for any and all purposes incidental or related thereto in, on, over, across and along any portion of the land shown as pumping station sites identified as (1) PS1, 100-PS1 Theophilus Smith Road, South Dennis, (2) PS2, 20-PS2 Southover, South Dennis, (3) PS3, 485-PS3 Main Street, South Dennis, (4) PS4, 320 PS4 Trotting Park Road, West Dennis, (5) PS5, 27 PS-5 Route 134, South Dennis, (6) PS6, 592 PS-6 Main Street (Route 28), West Dennis, (7) PS7, 260 PS-7 Main Street (Route 28), West Dennis, and (8) PS8, 104 PS-8 Main Street (Route 28), West Dennis, shown on a plan entitled "Town of Dennis, MA, Phase I Pumping Station Locations," prepared by CDM Smith, a copy of which is on file with the Town Clerk, and on a portion of any additional land shown on an amended plan, on such terms and conditions as the Select Board may determine, and to further authorize the Select Board to enter into all agreements and take any and all actions necessary to or appropriate to effectuate the foregoing purposes, or take any other action relative thereto.

(Select Board)

Select Board: Voted X-X-X to place and support the article.

Explanation:
See Attached.

Required 2/3rds vote.

ARTICLE 40: BRUSH GRINDER

To see if the Town will vote to raise and appropriate or transfer from available funds \$606,540 to purchase a Brush Grinder; or to take any other action relative thereto.

(Select Board)

Select Board: Voted X-X-X to place and support a transfer of \$606,540 from the Capital Improvement Fund for the purchase of a Brush Grinder.

Explanation:

See attached memo

Balance in Capital Improvement Fund \$3,908,658 as of 3/17/26



Rotochopper, Inc. • 217 West Street • PO Box 295 • St. Martin, MN 56376 • 320-875-9950 • www.rotachopper.com

<p>Contact: Chad Contonio Bill To: Town of Dennis DPW Transfer Station 100 Theophilus Smith Rd South Dennis MA 02660 United States Ship To: Town of Dennis DPW Transfer Station 100 Theophilus Smith Rd South Dennis MA 02660 United States</p>	<p>Quotation: QUO352168 Quoted by: Ulf Qvarford Date: 03/15/2026 Estimated shipping date: TBD Based on Specs Chosen and Order Date Terms: 20% Deposit; 80% Prior to Ship FOB: Destination</p>
--	---

MC266 Wheeled

Description	Price USD
Model: MC266	
536 HP C13 Tier 4 engine with automatic load regulation, 200 gallon / 760 Liter fuel tank	
Reversible radiator fan with adjustable purge cycles and pre-cleaner	
Hydraulic oil cooler	
Steel slat infeed conveyor with radial piston drive and removable hopper end (66" W x 16' L / 1,677mm W x 4,877mm L)	
High torque powerfeed with Ultra "V" cleats and dual hydraulic drives (32" D x 66" W)	
Hydraulic powerfeed shock kit	
Gap-less infeed transition and patented Slab Ramp adjustable shear plane	
Wireless remote control system	
Down-cut mill designed for precise particle size and texture control	
Hydraulic screen installation system with shear pin protection	
Grinding chamber water injection dust control system	
Under-rotor collection and transfer conveyor (48" W x 11' L / 1,219mm W x 3,350mm L)	
Folding truck loading discharge conveyor with magnetic head pulley	
Digital control system with advanced monitoring and diagnostics	
StopWatch monitoring system	
Trailer mount with two 20,000 lb axles, lighting, brakes, and pintle hitch	
Indexable rotor with 24 single-bolt tooth mounts	
Standard Factory Machine Warranty	
Full Set Hardfaced indexable teeth (single hardface overlay per side; 1 bolt, nut, & lock washer per tooth)	
QTY (1) - Included Screen: Screen Assy, MC EC 66, Baffled, 4" Square Hole, LB	
Commissioning & Training	
Delivery	\$11,000.00
Subtotal	\$520,640.00
Discount	(\$20,085.00)
Total in USD (Excludes Sales Tax)	\$500,555.00

Additional Suggested Options Not Included in Price Total

Description	Price USD	Customer initials	Sales Rep initials
18" Cross-belt magnetic conveyor	\$27,720.00	_____	_____
Air compressor with 12.5 HP engine and hose reel (25 cfm @ 175 PSI)	\$8,310.00	_____	_____
CAT Extended engine warranty for C13 engine - Platinum 60 month 5,000 hour warranty	\$8,430.00	_____	_____
Hydraulic landing gear	\$6,870.00	_____	_____
Weld-on rotor rakers	\$3,405.00	_____	_____
RotoLink remote monitoring system 60-month subscription	\$16,830.00	_____	_____

Sales Tax Information Required (must check one box if tax not charged above):

*No sign off required if taking delivery in a state that does not have sales or use tax: Alaska, Delaware, Montana, New Hampshire, and Oregon.

- If claiming a sales tax exemption, please provide a completed sales tax exemption certificate which is accepted in your state, along with a valid state ID number, for the state in which you intend to take delivery of this machine (current date).
- If not claiming a sales tax exemption, please confirm your agreement to pay the applicable use tax in the delivery state (if not included on invoice) and to provide documentation upon request by signing below:

Signature (authorized company signer): _____ Date: _____

Notes:

Disclaimer

- Unless otherwise noted, all prices are shown in US dollars (\$).
- Customer must supply a crane rated for at least 50,000 lbs (EC) or 80,000 lbs (B66E) to unload equipment upon delivery (and load trade-in, if applicable) and services of a licensed electrician for wiring and testing (1) from source to control panel, (2) from control panel to grinder.
- This quotation is valid 30 days from the date above. All taxes, levies, duties, or other governmental fees are the responsibility of the buyer.
- Fuel surcharge may apply.
- Rotochopper Standard Terms and Conditions are incorporated herein by reference; they can be reviewed at <https://www.rotochopper.com/rotochopper-standard-terms-conditions-3/>

Quoted By: _____ Accepted By: _____ Date: _____

551,400
 + 10%

 \$ 606,540

ARTICLE 41

ARTICLE 41: EMERGENCY MANAGEMENT

To see if the Town of Dennis will vote to transfer \$150,000 from Free Cash for emergency management; or to take any other action relative thereto.

(Select Board)

Select Board Voted X-X-X to place and support Article 41.

Explanation:

Per the request of the Select Board to begin funding emergency management costs.

ARTICLE 42

ARTICLE 42: GOLF BARN UPGRADES FOR ELECTRIC CARTS SUPPLEMENTAL FUNDING

To see if the Town of Dennis will vote to transfer \$414,500 from the Golf Course Capital Improvement Fund for the supplemental costs related to the Golf Barn Upgrades for Electric Carts; or take any other action related thereto.

(Select Board)

Select Board: Voted X-X-X to place and support the article.

Explanation:

Requested by the Golf Department.

See attached memo.

The project will promote the transition from gas golf carts to electric.

ARTICLE 43: WEST DENNIS BEACH PROJECT BIDDING

To see if the Town of Dennis will vote to raise and appropriate or transfer from available funds \$375,000 for OPM/Designer services related to rebidding for proposed improvements at West Dennis Beach; or take any other action relative thereto.

(Select Board)

Select Board: Voted X-X-X to place and support the article.

Explanation

See attached memo.



Town of Dennis, MA

Beach Department
685 Route 134, South Dennis, MA 02660

Tel: (508)760-6159 Fax: (508)394-8309

TO: Elizabeth Sullivan, Town Administrator
Greg Rounseville, Assistant Town Administrator

FROM: Dustin Pineau, Beach and Recreation Director

DATE: March 18, 2026

RE: West Dennis Beach Project request for Owners Project Manager (OPM) and design services

Currently the Beach department is working on developing a cost and space needs analysis for the West Dennis Beach main bathhouse. At the Select Board, December 9, 2025 meeting, the Board voted unanimously to instruct staff to get an updated quote for the cost of an Owners Project Manager (OPM) and design services for the West Dennis Beach Facility.

We have followed the board's instructions and have received those costs estimates. We are seeking additional funding in the amount of **\$375,000** at this upcoming Annual Town Meeting for OPM and design services to get us through the bidding process. This way we will have a firm bid number for the Spring of 2027 Annual Town Meeting.

This will keep us on track with the project so that we will be able to award the bid, get contracts signed, and be prepared to break ground in the Fall of 2027. Any interruption to this schedule will cause a delay in this project.

Thank you for your consideration.

Catalyst

Architecture Interiors

3/1/2026

Phase	Catalyst	Tighe & Bond (Civil)	Tighe & Bond (Structural)	Tighe & Bond (MEP)	Cost Estimator	Other	Total Fee for Phase
Phase I Pre-design - SD							\$56,400.00
Phase II Regulatory	\$5,000.00	\$20,000.00					\$25,000.00
Phase III DD-CD	\$125,000.00	\$34,500.00	\$57,500.00	\$101,000.00	\$8,000.00		\$326,000.00
Phase IV Bidding	\$10,500.00	\$3,000.00	\$3,000.00	\$7,500.00			\$24,000.00
Phase V CA (Not in current fee)							TBD

Future TBD

Phases II/ III/ IV

\$375,000.00

ARTICLE 44

ARTICLE 44: ACCEPTANCE OF MGL C. 64N SECTION 3 – EXCISE ON RETAIL SALES OF MARIJUANA

To see if the Town of Dennis will vote to accept MGL c. 64N, Section 3 to impose an excise on the retail sales of marijuana for adult use at a rate of three percent; or to take any other action relative thereto.

(Select Board)

Select Board: Voted X-X_X to place and support the article.

Explanation:

See attached memo and support.

ARTICLE 45: HOME RULE PETITION – DIGITAL PUBLICATION OF LEGAL NOTICES

To see if the Town will vote to authorize the Select Board to petition the General Court for special legislation to provide as set forth below; provided, however, that the General Court may make clerical or editorial changes of form only to the bill so submitted, unless the Select Board approves amendments to the bill before enactment by the General Court; and 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.

AN ACT AUTHORIZING THE TOWN OF DENNIS TO PUBLISH LEGAL NOTICES DIGITALLY

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 subsection (b) of section 13 of chapter 4 of the General Laws or any other general or special law to the contrary, whenever any officer, department, board, committee, or commission of the town of Dennis is to publish a legal notice in a newspaper or newspaper of general circulation, as the case may be, such requirement may be satisfied by one or more of the following means as authorized in accordance with section 2:

- (a) a newspaper or newspaper of general circulation's print publication;
- (b) a newspaper or newspaper of general circulation's website;
- (c) websites reporting local news and opinion which satisfy all criteria for digital publication set forth in subsection (c) of said section 13;
- (d) a website that may be maintained as a statewide repository for such notices; or
- (e) a town of Dennis website that may be maintained as a repository for such notices.

SECTION 2. For all legal notices to be issued by a town of Dennis officer, department, board, committee, or commission, the select board shall determine at least 2 of the means of legal notice publication set forth in section 2 hereof to be utilized to satisfy publication requirements. The select board may revisit its determinations of the means of publication at its discretion.

SECTION 3. This act shall take effect upon its passage.

(Select Board)

Select Board: Voted X-X_X to place and support the article.

Explanation:

See attached memo and support.

ARTICLE 46: REPAIRS AND MAINTENANCE – TOWN BUILDINGS

To see if the Town of Dennis will vote to raise and appropriate or transfer from available funds a sum of money for repairs and maintenance of Town buildings under the direction of the Select Board; or to take any other action relative thereto.

(Select Board)

Select Board Voted X-X-X to place and support transferring \$235,995 from Free Cash for the repairs and maintenance of Town buildings under the direction of the Select Board.

Explanation:

The Select Board will be periodically updated on progress on the projects funded by this article.

ARTICLE 47

ARTICLE 47: TRANSFER TO CAPITAL IMPROVEMENT FUND

To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money to the Capital Improvement Fund; or to take any other action relative thereto.

(Select Board)

Select Board: Voted 5-0-0 to place the article.

Explanation:

This article is a recurring transfer from Free Cash to the Capital Improvement Fund.

Balance in Capital Stabilization Fund is \$3,908,658 as of 3/17//26.



**Town of Dennis
Select Board Agenda Fact Sheet
March 24, 2026**

Agenda Item:	Review and consider Draft Annual Town Meeting Warrant
Presenter:	Select Board
Back up information enclosed:	1. Draft Annual Town Meeting Warrant
Proposed Motion:	

WARRANT OF THE SELECT BOARD

May 5, 2026
TOWN OF DENNIS
ANNUAL TOWN MEETING

THE COMMONWEALTH OF MASSACHUSETTS
BARNSTABLE, ss.

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 Town affairs, to meet at the Dennis-Yarmouth Intermediate Middle School, 286 Station Ave., South Yarmouth, MA 02664, in said Town, on Tuesday, the 5th of May, 2026, at 7:00 in the evening, then and there to act on the following articles:

DENNIS WARRANT WITH FINANCE COMMITTEE & SELECT BOARD RECOMMENDATIONS

ARTICLE 1: Oral Reports

To hear and act on any heretofore unpublished committee reports.

(Select Board)

ARTICLE 2: PRIOR YEAR BILLS

To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money to pay for the prior year unpaid bill(s); or to take any other action relative thereto.

(Finance Committee)

ARTICLE 3: FY2026 BUDGET SUPPLEMENTS

To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money to supplement the following Fiscal Year 2026 Line Item appropriations under Article 4 of the May 6, 2025 Annual Town Meeting; or to take any other action relative thereto.

A. Snow & Ice	\$ 823,633
B. Fire Overtime	\$ 450,000
C. Post Storm Clean Up	<u>\$ 312,825</u>
Total	<u>\$ 1,586,458</u>

(Finance Committee)

Select Board: Voted X-X-X to place and support a transferring \$1,136,458 from Free Cash and \$450,000 from the Ambulance Receipts Reserved for Appropriation Fund for a total of \$1,586,458 for the purpose of Article 3.

Finance Committee: Voted X-X-X to transfer \$1,136,458 from Free Cash and \$450,000 from the Ambulance Receipts Reserved for Appropriation Fund for a total of \$2,073,633 to supplement Fiscal Year 2026 Line Item appropriations under Article 4 of the May 6, 2025 Annual Town Meeting presented in Article 3.

ARTICLE 4: FY2027 OPERATING BUDGET

To see if the Town will vote to raise and appropriate or transfer from available funds such sums of money necessary for the operating expenses of the Town for the fiscal year commencing July 1, 2026 and ending June 30, 2027; or take any other action relative thereto.

(Finance Committee)

Select Board: Voted X-X-X to place and support the FY27 Departmental Operating Budget in the amount of \$51,266,780.

The Finance Committee voted X-X-X to recommend to raise and appropriate \$48,096,600 for the purpose of this article, and further to recommend to transfer

\$600,911 from PEG Access and Cable Related Fund,

\$1,001,330 from Ambulance Receipts Fund,

\$1,000 from the Bass River Receipts Fund,

\$4,000 from the Barrier Beach Stabilization Fund,

\$169,750 from the Community Preservation Fund,

\$269,375 from the Waterways Dredge and Maintenance Capital Improvement Fund,

\$113,625 from the Golf Capital Improvement Fund,

\$320,400 from the Solid Waste/Recycle Capital Improvement Fund,

\$400,000 from the Solar Special Revenue Fund,

\$99,306 from the Housing Coordinator CPC Grant 24STM#6,

\$77,058 from the CDBG Small Cities Miscellaneous Fund,

\$41,869 from the Wastewater Stabilization Fund

\$50,000 from Sale of Cemetery Lots, and

\$21,556 from the Private Road Betterment Fund,

For a total of \$51,266,780,

And further recommend that said appropriations be allocated in accordance with line item amounts defined under the column, Finance Committee Recommended FY2027.

ARTICLE 5: FY2027 GENERAL FUND OPERATING BUDGET OVERRIDE

To see if the Town will vote to raise and appropriate \$1,707,803 to fund a portion of the Fiscal Year 2027 general fund operating budget contingent upon voter approval of a Proposition 2½ override ballot question or take any other action in relation thereto.

(Select Board)

Select Board: Voted X-X-X to place and support the article.

Finance Committee: Voted X-X-X to recommend to raise and appropriate \$1,707,803 to fund a portion of the Fiscal Year 2027 general fund operating budget contingent upon voter approval of a Proposition 2½ override ballot question.

ARTICLE 6: FY2027 WASTEWATER ENTERPRISE FUND OPERATING BUDGET

To see if the Town will vote to raise and appropriate or transfer from available funds \$274,349 for the below FY2027 Wastewater Enterprise Fund Operating Budget; or take any other action relative thereto.

440 WATEWATER ENTERPRISE FUND BUDGET	FY2027 Select Board Recommended	FY2027 Finance Committee Recommended
DESCRIPTION		
<u>EXPENDITURES</u>		
TOTAL PERSONNEL SERVICES	209,298	209,298
PURCHASE OF SERVICES	59,016	59,016.
SUPPLIES	1,475	1,475
TRAINING, DUES, MEMBER	4,560	4,560
TOTAL OPERATING EXPENDITURES	65,051	65,051
TOTAL EXPENDITURES	274,349	274,349
<u>REVENUE</u>		
TRANSFERS IN	274,349	274,349
TOTAL REVENUE	274,349	274,349

(Finance Committee)

Select Board: Voted 5-0-0 to place and support the article.

The Finance Committee: Voted 5-0-0 to recommend a transfer of \$274,349 from the Wastewater Stabilization Fund for the FY2027 Wastewater Enterprise Fund budget.

ARTICLE 7: FY2027 CAPE COD REGIONAL TECHNICAL HIGH SCHOOL ASSESSMENT AND DEBT SERVICE

To see if the Town will vote to approve an annual school budget for the Cape Cod Regional Technical High School for the Fiscal Year beginning July 1, 2026 and see what sums of money the Town will vote to raise and appropriate, or transfer from available funds for the operating expenses of the Cape Cod Regional Technical High School system for the Fiscal Year beginning July 1, 2026; or to take any other action relative thereto.

(Cape Cod Regional Technical High School)

Select Board: Voted X-X-X to place and support the article in the amount of \$19,300,000 for the annual school operating and capital budget and to raise and appropriate \$1,608,464 as the Town's assessment, and \$566,771 for debt services, for total operating expenses for the Town of \$2,175,235 for the Cape Cod Regional Technical High School for the Fiscal Year beginning July 1, 2026.

Finance Committee: Voted X-X-X to recommend the article in the amount of \$19,300,000 for the annual school operating and capital budget and to raise and appropriate \$1,608,464 as the Town's assessment, and \$566,771 for debt services for total operating expenses for the Town of \$2,175,235 for the Cape Cod Regional Technical High School for the Fiscal Year beginning July 1, 2026.

ARTICLE 8: FY2027 CAPE COD REGIONAL TECHNICAL HIGH SCHOOL ASSESSMENT OVERRIDE

To see if the Town will vote to raise and appropriate \$44,147 for the unfunded portion of the Town's Assessment of the Cape Cod Regional Technical High School system for the Fiscal Year beginning July 1, 2026; contingent upon voter approval of a Proposition 2½ override ballot question; or to take any other action relative thereto.

(Cape Cod Regional Technical High School)

Select Board: Voted X-X-X to place and support the article and to raise and appropriate \$44,147 subject to an override of Proposition 2½ under M.G.L. c. 59, s. 21C for the unfunded portion of the Town's Assessment for the Cape Cod Regional Technical High School for the Fiscal Year beginning July 1, 2026.

Finance Committee: Voted X-X-X to recommend the article and to raise and appropriate \$44,147 subject to an override of Proposition 2½ under M.G.L. c. 59, s. 21C for the unfunded portion of the Town's Assessment for the Cape Cod Regional Technical High School for the Fiscal Year beginning July 1, 2026.

ARTICLE 9: FY2027 DENNIS-YARMOUTH REGIONAL SCHOOL DISTRICT ASSESSMENT AND DEBT SERVICE

To see if the Town will vote to approve an annual school budget for the Dennis-Yarmouth Regional School District for the Fiscal Year beginning July 1, 2026, and to see what sums of money the Town will vote to raise and appropriate or transfer from available funds for the operating expenses of the Dennis-Yarmouth Regional School District for the Fiscal Year beginning July 1, 2026; or to take any other action relative thereto.

(Dennis-Yarmouth Regional School Committee)

Select Board: Voted X-X-X to place and support the article in the amount of \$87,345,212 for the Fiscal Year budget and to raise and appropriate \$20,768,211 for the assessment of the Town's share and \$1,258,684 for the debt service for a total of \$22,026,895 for the Dennis Yarmouth Regional School District for the Fiscal Year beginning July 1, 2026.

Finance Committee: Voted X-X-X to recommend the article in the amount of \$87,345,212 for the Fiscal Year budget and to raise and appropriate \$20,768,211 for the assessment of the Town's share and \$1,258,684 for the debt service for a total of \$22,026,895 for the Dennis Yarmouth Regional School District for the Fiscal Year beginning July 1, 2026.

ARTICLE 10: FY2027 DENNIS-YARMOUTH REGIONAL SCHOOL DISTRICT ASSESSMENT OVERRIDE

To see if the Town will vote to raise and appropriate \$348,050 for the unfunded portion of the Town's Assessment of the Dennis-Yarmouth Regional School District for the Fiscal Year beginning July 1, 2026; contingent upon voter approval of a Proposition 2½ override ballot question; or to take any other action relative thereto.

(Dennis-Yarmouth Regional School Committee)

Select Board: Voted X-X-X to place and support the article and to raise and appropriate \$348,050 subject to an override of Proposition 2½ under M.G.L. c. 59, s. 21C for the unfunded portion of the Town's Assessment for the Dennis Yarmouth Regional School District for the Fiscal Year beginning July 1, 2026.

Finance Committee: Voted X-X-X to recommend the article and to raise and appropriate \$348,050 subject to an override of Proposition 2½ under M.G.L. c. 59, s. 21C for the unfunded portion of the Town's Assessment for the Dennis Yarmouth Regional School District for the Fiscal Year beginning July 1, 2026.

ARTICLE 11: CAPITAL OUTLAY – RAISE AND APPROPRIATE

To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money to purchase or fund the following capital outlay items; or to take any action relative thereto.

Department	Project	Amount
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155-MIS	Electronic Shredder for data destruction	\$15,042
155-MIS	Replacement of plotters	\$16,500
210-Police	Fingerprint Scanner	\$24,700
210-Police	All Terrain Vehicles (ATV - two)	\$18,000
220-Fire	Turnout Gear Dryers	\$30,800
301-DYRSD	D/Y Reg. H. S. Masonry Repairs	\$50,000
411-Engineering	Secondary Roads	\$700,000
411-Engineering	Drainage	\$350,000
411-Engineering	Sidewalks Engineering/Construction	\$350,000
422-Public Works	Replace 2009 Loader (L-3)	\$336,700
422-Public Works	Replace 2008 Chipper (UT-33)	\$69,400
422-Public Works	Replace 2007 Sweeper (H-27)	\$438,350
422-Public Works	Replace Mowers (two)	\$35,100
433-Sanitation	Scale Replacement	\$153,000
	Total	\$2,587,592

(Select Board)

Select Board: Voted X-X-X to place and support to raise and appropriate \$2,587,592, for the purpose of the article.

Finance Committee: Voted 5-0-0 to recommend to raise and appropriate \$2,587,592 for the purpose of Article 11.

ARTICLE 12: CAPITAL OUTLAY - OTHER FUNDING SOURCES

To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money to purchase or fund the following capital outlay items, and further, to authorize the Select Board to enter into a lease purchase agreement or agreements for a term not to exceed five (5) years; or to take any other action relative thereto.

Fund	Project	Amount
402 Beach Capital Improvements Fund	Beach Parking Lot	\$125,000
	Beach Stairs and Structure Replacement	\$150,000
	Total Beach Capital Improvements Fund:	\$275,000
406 Waterways Dredge and Maintenance Program Receipts Reserved and Capital Improvements Fund	Dredging - Sesuit (Outer)	\$210,000
	Dredging - Bass River	\$262,500
	Dredging - Swan River	\$78,750
	Total Waterways Dredge and Maintenance Program Receipts Reserved and Capital Improvements Fund:	\$551,250
420 Ambulance Receipts Maintenance Fund	EMS Computer Replacement	\$77,600
	Total Ambulance Receipts Maintenance Fund:	\$77,600
460 Golf Courses Capital Improvement Fund	Toro Golf Equipment Year 2 of 4 Lease	\$110,000
	Ventrac Year 3 of 4 Lease	\$14,250
	Irrigation Replacement	\$400,000

	John Deere Lease Year 1 of 4 Lease	\$6,600
	Baroness Sweeper Lease Year 1 of 4 Lease	\$11,250
	Ventrac Contour Deck	\$10,600
	Toro Equipment Lease Year 1 of 4 Lease	\$46,550
	Total Golf Courses Capital Improvement Fund:	\$599,250
588- Golf Revolving Fund	Replace Chevy Silverado 3500	\$73,000
	GPS System for Electric Carts	\$80,000
	Total Golf Revolving Fund:	\$153,000
807 Wastewater Stabilization Fund	Temporary Message Boards (two)	\$47,300
	Total Wastewater Stabilization Fund:	\$47,300
	TOTAL	\$1,703,400

(Select Board)

Select Board: Voted 5-0-0 to place and support transferring \$275,000 from the Beach Capital Improvement Fund, \$551,250 from the Waterways Dredge & Maintenance Fund, \$77,600 from the Ambulance Receipts Fund, \$599,250 from the Golf Course Capital Improvement Fund, \$153,000 from the Golf Revolving Fund, and \$47,300 from the Wastewater Stabilization Fund for the purpose of the article.

Finance Committee: Voted 5-0-0 to recommend transferring \$275,000 from the Beach Capital Improvement Fund, \$551,250 from the Waterways Dredge & Maintenance Fund, \$77,600 from the Ambulance Receipts Fund, \$599,250 from the Golf Course Capital Improvement Fund, \$153,000 from the Golf Revolving Fund, and \$47,300 from the Wastewater Stabilization Fund for the purpose of the article.

ARTICLE 13: CAPITAL OUTLAY – CAPITAL IMPROVEMENT FUND

To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money to purchase or fund the following capital outlay items, and further, to authorize the Select Board to enter into a lease purchase agreement or agreements for a term not to exceed five (5) years; or to take any other action relative thereto.

Fund	Project	Amount
220-Fire	Replace 2017 Ford Explorer	\$92,800
422-Public Works	Replace 2011 Truck (M-2)	\$212,300
422-Public Works	Relace 2012 Skid Steer (H-24)	\$116,800
422-Public Works	Relace 2015 Truck (DPW-3)	\$114,600
422-Public Works	Relace 2006 1 Ton Roller	\$34,600
422-Public Works	Replace 2018 1 Ton Dump Truck (H-8)	\$139,400
	TOTAL	\$710,500

(Select Board)

Select Board: Voted X-X-X to place and support transferring \$710,500 from the Capital Improvement Fund for the purpose of Article 13.

Finance Committee: Voted X-X-X to recommend a transfer of \$710,500 from the Capital Improvement Fund for the purpose of Article 13.

ARTICLE 14: HOME RULE PETITION – AMEND WATERWAYS CAPITAL IMPROVEMENT FUND

To see if the Town will vote to authorize the Select Board to petition the General Court for special legislation to provide as set forth below; provided, however, that the General Court may make clerical or editorial changes of form only to the bill so submitted, unless the Select Board approves amendments to the bill before enactment by

the General Court; and 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.

AN ACT AMENDING THE WATERWAYS CAPITAL IMPROVEMENT FUND FOR THE TOWN OF DENNIS

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. Section 1 of chapter 303 of the acts of 2018 is hereby amended by striking the second sentence and replacing it with the following sentence:

“A portion of the fees collected for boat storage, and a portion of any fees collected pursuant to chapter 118 of the acts of 2008, shall be deposited into the fund, without further appropriation.”

SECTION 2. Section 2 of chapter 303 of the acts of 2018 is hereby amended by striking the entire section and replacing it with the following:

“The following revenues from fees in the town of Dennis shall be deposited into the fund, without further appropriation: 1) fifty percent of the revenue collected from the boat storage fees; fifty percent of the revenue from transient boater fees; 3) thirty seven and one-half percent of the revenues from fees for daily parking of vehicles and trailers; 4) twenty five percent of the revenues from fees from slip holders; and 5) one hundred percent of the revenues from fees for boats utilizing private docks, as well as fees for dry stored launched boats also known as rack-stored boats.

If authorized by by-law, the select board of the town of Dennis may increase or decrease the percentages of the above-fees deposited into the fund.

SECTION 3. This act shall take effect upon its passage.

ARTICLE 15: GENERAL BYLAW AMENDMENT - § 19-13

To see if the Town will vote to amend the General Bylaws, Article X of the Town Code, Waterways Dredge and Maintenance Program Receipts Reserved Capital Improvements Fund, as follows (deleted language shown as stricken through and added language shown in bold);

§ 19-13. Authority to increase **or decrease** deposit.

In accordance with Chapter 118 of the Acts of 2008, the **Select Board** ~~Board of Selectmen~~ is hereby authorized to increase **or decrease** the portion of the revenue derived from the Waterways fees to be deposited into said fund, **the current percentages being shown** as follows:

- A. ~~Fifty One hundred~~ percent of the transient fees.
- B. **Thirty-seven and one-half** ~~Seventy-five~~ percent of the parking fees.
- C. **Twenty-five** ~~Fifty~~ percent of the non-resident slip holders fees.
- D. **Twenty-five** ~~Fifty~~ percent of the resident slip holders fees.
- E. **Fifty** ~~One hundred~~ percent of private dock and rack fees

Or take any other action relative thereto.

(Select Board)

Select Board: Voted X-X-X to place and support the article.
Finance Committee: Voted X-X-X to recommend Article 15.

ARTICLE 16: GENERAL BYLAW AMENDMENT - § 19-15 WATERWAYS CAPITAL IMPROVEMENTS FUND

To see if the Town will vote to amend the General Bylaws of the Town by adding a new Section 19-15 to Article XII, entitled “Waterways Capital Improvement Fund”, as shown below:

Article XII Waterways Capital Improvement Fund

§ 19-15 In accordance with Chapter 303 of the Acts of 2018, as amended, the Select Board is hereby authorized to increase or decrease the portion of the revenues listed below, to be deposited into the Waterways Capital Improvement Fund, the current percentages being shown as follows:

- A. Fifty percent of the transient fees.**
- B. Thirty-seven and one-half percent of the parking fees.**
- C. Twenty-five percent of the non-resident slip holders fees.**
- D. Twenty-five percent of the resident slip holders fees.**
- E. One hundred percent of private dock and rack fees.**

Or to take any other action relative thereto.

(Select Board)

Select Board: Voted X-X-X to place and support Article 16.
Finance Committee: Voted X-X-X to recommend Article 16.

ARTICLE 17: WATERWAYS USER FEES

To see if the Town will vote, in accordance with the Selectmen’s Fee Limitation By-Law, to accept the following department fee changes:

Department	Fee Description	Current Rate	New Rate January 1, 2027
Harbormaster	NEW FEE - Waterways User Fee Trailers	NEW	\$50.00
Harbormaster	NEW FEE - Waterways User Fee Slips/Moorings	NEW	\$100.00
Harbormaster	NEW FEE - Waterways User Fee Private Docks	NEW	\$100.00

and further to create and dedicate 100% of the receipts from the Waterways User Fees to the Waterways Capital Improvement Fund; or take any other action relative thereto.

(Select Board)

Select Board: Voted X-X-X to place and support the article.
Finance Committee: Voted X-X-X to recommend Article 17.

ARTICLE 18: SESUIT HARBOR PROJECT BIDDING

To see if the Town of Dennis will vote to raise and appropriate or transfer from available funds \$63,800 for designer services related to rebidding for proposed improvements at Sesuit Harbor; or take any other action relative thereto.

(Select Board)

Select Board: Voted X-X-X to place and support the article.

Finance Committee: Voted X-X-X to recommend a transfer of \$63,800 from OPEN for the purpose of Article 18

ARTICLE 19: COMMUNITY PRESERVATION COMMITTEE BUDGET

To see if the Town will vote to appropriate or reserve for future spending the following amounts as recommended by the Community Preservation Committee, with each item considered a separate appropriation:

1. Part 1 Reserves:

- A. \$193,101 for Open Space;
- B. \$193,101 for Historic Resources;
- C. \$193,101 for Community Housing;
- D. \$1,151,957 for any CPC purpose

2. Part 2 Other Appropriations:

- A. \$169,750 for Debt Service from Undesignated Fund Balance;
- B. \$30,000 for CPC Administrative Expenses from Undesignated Fund Balance;

Or take any other action relative thereto.
(Community Preservation Committee)

Select Board: Voted X-X-X place and support the article.

Finance Committee: Voted X-X-X to recommend the Article 19 as printed in the warrant.

ARTICLE 20: REVOLVING FUNDS

To see if the Town will vote, pursuant to Chapter 44, §53E ½, of the Massachusetts General Laws and §33-1 of the Town By-Laws to establish the spending limits for existing revolving accounts for Fiscal Year 2027; or to take any other action relative thereto.

Program or Purpose	Authorized Representative or Board to Spend	FY2027 Authorization
COA Bus Revolving Fund - 562	Council on Aging Director	\$35,000
COA Revolving Fund – 565	Council on Aging Director	\$200,000
Golf Revolving Fund – 585	Golf Director	\$570,000
Board of Health Revolving Fund - 543	Health Director	\$10,000
Library Revolving Fund – 570	Library Director	\$15,000
Recreation Dept Revolving Fund - 590	Recreation Director	\$450,000

(Select Board)

Select Board: Voted 4-0-0 to place and support the article.

Finance Committee: Voted X-X-X to recommend Article 20 as printed in the warrant.

ARTICLE 21: DENNIS PROFESSIONAL FIREFIGHTERS, IAFF LOCAL 2583 FY26

To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money to fund a collective bargaining agreement between the Town and the Dennis Professional Firefighters, IAFF, Local 2583 personnel for Fiscal Year 2026; or take any other action relative thereto.

(Select Board)

Select Board: Voted 4-0-0 to place the article and support a transfer of \$314,726 from the Town Administrator Budget Settlement Line of the May 6, 2025 ATM, Article 4 to fund a collective bargaining agreement between the Town of Dennis and the Dennis Professional Firefighters, IAFF, Local 2583 personnel for Fiscal Year 2026.

Finance Committee: Voted 5-0-0 to recommend a transfer of \$314,726 from the Town Administrator Budget Settlement Line of the May 6, 2025 ATM, Article 4 to fund a collective bargaining agreement between the Town of Dennis and the Dennis Professional Firefighters, IAFF, Local 2583 personnel for Fiscal Year 2026.

ARTICLE 22: AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME) UNIT A UNION AGREEMENT

To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money to fund a collective bargaining agreement between the Town and AFSCME Council 93, Local 2977 - Unit A Union for Fiscal Year 2027; or take any other action relative thereto.

(Select Board)

Select Board: Voted X-X-X to place and support the article.

Finance Committee: Voted X-X-X to recommend a transfer of \$XX,XXX from the Town Administrator Settlements line of Article 4 of the May 5, 2026 Annual Town Meeting for the purpose of Article 22.

ARTICLE 23: SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) UNIT A AGREEMENT

To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money to fund a collective bargaining agreement between the Town and the Service Employees International Union, Local 888 – Unit A personnel for Fiscal Year 2027; or take any other action relative thereto.

(Select Board)

Select Board: Voted X-X-X to place and support the article.

Finance Committee: Voted X-X-X to recommend a transfer of XX,XXX from the Town Administrator Settlements line of Article 4 of the May 5, 2026 Annual Town Meeting for the purpose of Article 23.

ARTICLE 24: SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) UNIT B AGREEMENT

To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money to fund a collective bargaining agreement between the Town and the Service Employees International Union, Local 888 – Unit B personnel for Fiscal Year 2027; or take any other action relative thereto.

(Select Board)

Select Board: Voted X-X-X to place and support the article.

Finance Committee: Voted X-X-X to recommend a transfer of \$XX,XXX from the Town Administrator Settlements line of Article 4 of the May 5, 2026 Annual Town Meeting for the purpose of Article 24.

ARTICLE 25: MASS LABORERS' DISTRICT COUNCIL (MLDC) UNION AGREEMENT

To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money to fund a collective bargaining agreement between the Town and the Mass Laborers' District Council, Local 1249 personnel for Fiscal Year 2027; or take any other action relative thereto.

(Select Board)

Select Board: Voted X-X-X to place and support the article.

Finance Committee: Voted X-X-X to recommend a transfer of \$XX,XXX from the Town Administrator Settlements line of Article 4 of the May 5, 2026 Annual Town Meeting for the purpose of Article 25.

ARTICLE 26: TRANSFER TO RESERVE FUND FROM BEACH CAPITAL IMPROVEMENT FUND - BEACH NOURISHMENT

To see if the Town will vote to transfer \$XX,XXX from the Beach Capital Improvement Fund to the Finance Committee Reserve Fund for sand nourishment and soil testing for the Corporation Beach Coastal Bank,; or take any other action relative thereto.

(Select Board)

Select Board: Voted X-X-X to place and support the article.

Finance Committee: Voted X-X-X to recommend a transfer of \$XX,XXX from the Beach Capital Improvement Fund to the Finance Committee Reserve Fund for the purpose of Article 26.

ARTICLE 27: TRANSFER TO RESERVE FUND FROM CABLE CAPITAL STABILIZATION FUND – SERVER ROOM A/C

To see if the Town of Dennis will vote to transfer \$14,000 from the Cable Capital Stabilization Fund to the Finance Committee Reserve Fund line of the May 6, 2025 ATM Article 4 to purchase an air conditioning unit for the Town Hall server room; or take any other action related thereto.

(Select Board)

Select Board: Voted 4-0-0 to place and support the article.

Finance Committee: Voted X-X-X to recommend the transfer of \$14,000 from the Cable Capital Stabilization Fund to the Finance Committee Reserve Fund line of the May 6, 2025 ATM Article 4 to purchase an air conditioning unit for the Town Hall server room.

ARTICLE 28: TRANSFER TO RESERVE FUND FROM BEACH CAPITAL IMPROVEMENT FUND – MOBI MAT

To see if the Town will vote to transfer \$9,971 from the Beach Capital Improvement Fund to the Finance Committee Reserve Fund line of the May 6, 2025 ATM Article 4 for a Mobi-mat replacement at Mayflower Beach; or take any other action relative thereto.

(Select Board)

Select Board: Voted 5-0-0 to place and support the article.

Finance Committee: Voted 5-0-0 to recommend a transfer of \$9,971 from the Beach Capital Improvement Fund to the Finance Committee Reserve Fund line of the May 6, 2025 ATM Article 4 for a Mobi-mat replacement at Mayflower Beach.

ARTICLE 29: TRANSFER TO RESERVE FUND FROM CABLE CAPITAL STABILIZATION FUND – TM PRODUCTION EQUIPMENT

To see if the Town will vote to transfer \$33,900 from the Cable Capital Stabilization Fund to the Finance Committee Reserve Fund line of the May 6, 2025 ATM Article 4 for town meeting production equipment; or take any other action relative thereto.

(Select Board)

Select Board: Voted 5-0-0 to place and support the article.

Finance Committee: Voted 5-0-0 to recommend a transfer of \$33,900 from the Cable Capital Stabilization Fund to the Finance Committee Reserve Fund line of the May 6, 2025 ATM Article 4 for town meeting production equipment.

ARTICLE 30: TRANSFER TO OTHER POST-EMPLOYMENT BENEFITS TRUST (OPEB) FUND

To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money to be deposited into the Other Post-Employment Benefits Trust (OPEB) Fund established under Chapter 479 of the Acts of 2009, to be used to fund future benefits; or take any other action relative thereto.

(Select Board)

Select Board: Voted 5-0-0 to place the article.

Finance Committee: Voted X-X-X to recommend a transfer of \$300,000 from Free Cash to the OPEB Trust Fund for the purpose of the article.

ARTICLE 31: TRANSFER TO GENERAL PURPOSE STABILIZATION FUND

To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money to the General Purpose Stabilization Fund; or to take any other action relative thereto.

(Select Board)

Select Board: Voted 5-0-0 to place the article.

Finance Committee: Voted X-X-X to recommend a transfer of \$OPEN from OPEN for the purpose of Article 31.

ARTICLE 32: TRANSFER TO WASTEWATER STABILIZATION FUND

To see if the Town will vote to transfer from available funds a sum of money to the Wastewater Stabilization Fund for the purpose of future wastewater needs; or to take any other action relative thereto.

(Select Board)

Select Board: Voted X-X-X to place and support a transfer of \$300,000 from the Landfill Solar Special Revenue Fund for the purpose of Article 32.

Finance Committee: Voted X-X-X to recommend a transfer of \$300,000 from the Landfill Solar Special Revenue Fund to the Wastewater Stabilization Fund for the purpose of Article 32.

ARTICLE 33: FY2027 ELECTED OFFICIALS SALARIES

To see if the Town will vote to fix the salary and compensation of the following elected officers of the Town for the Fiscal Year commencing July 1, 2026 and ending June 30, 2027, as provided for in Massachusetts General Laws, Chapter 41, §108 and acts and amendment thereof, and raise and appropriate or transfer from available funds a sum of money therefore; or to take any other action relative thereto.

5 Selectmen	\$10,000 (\$2,000) each
1 Moderator	\$450
1 Town Clerk	\$103,278
Total	\$113,728

(Select Board)

Select Board: Voted 5-0-0 to place and support the article.

Finance Committee: Voted 5-0-0 to fix the Fiscal Year 2027 salaries and compensation of elected officers as delineated in Article 14 of the warrant; and that the Town vote to raise and appropriate \$113,728 for the purpose of the article.

ARTICLE 34: ACCEPTANCE OF MGL C. 23B, § 32 - SEASONAL COMMUNITY DESIGNATION

To see if the Town will vote to accept on behalf of the Town of Dennis, the Seasonal Community Designation as provided for in General Laws Chapter 23B, Section 32(b); or to take any other action relative thereto.

(Select Board)

Select Board: Voted X-X-X to place and support the article.

Finance Committee: Voted X-X-X to recommend the Article 34 as printed in the warrant.

ARTICLE 35: ACCEPTANCE OF MGL CHAPTER 59, §5, CLAUSE 22G

To see if the Town will vote to accept General Laws Chapter 59, Section 5, Clause 22G, to be effective for applicable exemptions granted for any fiscal year beginning on or after July 1, 2026; or to take any other action relative thereto.

(Select Board)

Select Board: Voted 4-0-0 to place and support the article.

Finance Committee: Voted 5-0-0 to recommend Article 35.

ARTICLE 36: DENNIS-YARMOUTH REGIONAL SCHOOL DISTRICT PEG ACCESS FUNDING

To see if the Town will vote to appropriate \$24,462 from the PEG Access and Cable Related Fund for PEG Access Television per an Agreement with Dennis/Yarmouth Regional School District; or to take any other action relative thereto.

(Select Board)

Select Board: Voted 5-0-0 to place and support the article.

Finance Committee: Voted 5-0-0 to recommend a transfer of \$24,462 from the PEG Access and Cable Related Fund for the purpose of Article 36.

ARTICLE 37: CAPE MEDIA CENTER PEG ACCESS FUNDING

To see if the Town will vote to appropriate \$184,851 from the PEG Access and Cable Related Fund for PEG Access Television per an Agreement with Cape Media Center; or to take any other action relative thereto.

(Select Board)

Select Board: Voted 5-0-0 to place and support the article.

Finance Committee: Voted 5-0-0 to recommend a transfer of \$184,851 from the PEG Access and Cable Related Fund for the purpose of Article 37.

ARTICLE 38: OWNER’S PROJECT MANAGER (OPM) AND DESIGNER SERVICES FOR PROPOSED COMMUNITY CENTER AT 901 ROUTE 134

To see if the Town will vote to raise and appropriate or transfer from available funds the sum of \$1,800,000 for the cost of OPM and Designer Services for new proposed Community Center located at 901 Route 134, including any incidental and related costs; or to take any other action relative thereto.

(Select Board)

Select Board: Voted X-X-X to place and support the article.

Finance Committee: Voted X-X-X to recommend a transfer of \$1,800,000 from OPEN for the purpose of Article 38.

ARTICLE 39: EASEMENTS FOR WASTEWATER TREATMENT FACILITY PROJECT

To see if the Town will vote to authorize the Select Board to grant permanent and temporary easements, leasehold, license or other real property interests for wastewater purposes including without limitation, for the construction, operation, maintenance and repair of a wastewater treatment facility, pumping stations and related appurtenances and for any and all purposes incidental or related thereto in, on, over, across and along any portion of the land shown as pumping station sites identified as (1) PS1, 100-PS1 Theophilus Smith Road, South Dennis, (2) PS2, 20-PS2 Southover, South Dennis, (3) PS3, 485-PS3 Main Street, South Dennis, (4) PS4, 320 PS4 Trotting Park Road, West Dennis, (5) PS5, 27 PS-5 Route 134, South Dennis, (6) PS6, 592 PS-6 Main Street (Route 28), West Dennis, (7) PS7, 260 PS-7 Main Street (Route 28), West Dennis, and (8) PS8, 104 PS-8 Main Street (Route 28), West Dennis, shown on a plan entitled “Town of Dennis, MA, Phase I Pumping Station Locations,” prepared by CDM Smith, a copy of which is on file with the Town Clerk, and on a portion of any additional land shown on an amended plan, on such terms and conditions as the Select Board may determine, and to further authorize the Select Board to enter into all agreements and take any and all actions necessary to or appropriate to effectuate the foregoing purposes, or take any other action relative thereto.

(Select Board)

Select Board: Voted X-X-X to place and support the article.

Finance Committee: Voted X-X-X to.

ARTICLE 40: BRUSH GRINDER

To see if the Town will vote to raise and appropriate or transfer from available funds \$XX,XXX to purchase a wood chipper; or to take any other action relative thereto.

(Select Board)

Select Board: Voted X-X-X to place and support a transfer of \$XX,XXX from Free Cash for the purchase of a wood chipper.

Finance Committee: Voted X-X-X to recommend a transfer of \$XX,XXX from Free Cash for the purchase of wood chipper.

ARTICLE 41: EMERGENCY MANAGEMENT

To see if the Town of Dennis will vote to transfer \$150,000 from Free Cash for emergency management; or to take any other action relative thereto.

(Select Board)

Select Board Voted X-X-X to place and support Article 41.

Finance Committee: Voted X-X-X to recommend a transfer of \$150,000 from Free Cash for emergency management.

ARTICLE 42: GOLF BARN UPGRADES FOR ELECTRIC CARTS - SUPPLEMENTAL FUNDING

To see if the Town of Dennis will vote to transfer \$414,500 from the Golf Course Capital Improvement Fund for the supplemental costs related to the Golf Barn Upgrades for Electric Carts; or take any other action related thereto.

(Select Board)

Select Board: Voted X-X-X to place and support the article.

Finance Committee: Voted X-X-X to recommend a transfer of \$414,500 from the Golf Course Capital Improvement Fund for the purpose of Article 42.

ARTICLE 43: WEST DENNIS BEACH PROJECT BIDDING

To see if the Town of Dennis will vote to raise and appropriate or transfer from available funds \$375,000 for OPM/Designer services related to rebidding for proposed improvements at West Dennis Beach; or take any other action relative thereto.

(Select Board)

Select Board: Voted X-X-X to place and support the article.

Finance Committee: Voted X-X-X to recommend a transfer from Beach Capital Improvement Fund for the purpose of Article 43.

ARTICLE 44: ACCEPTANCE OF MGL C. 64N, SECTION 3 – EXCISE ON RETAIL SALES OF MARIJUANA

To see if the Town will accept MGL c. 64N, § 3 to impose an excise on the retail sales of marijuana for adult use at a rate of three percent; or take any other action relative thereto.

(Select Board)

Select Board: Voted X-X_X to place and support the article.

Finance Committee: Voted X-X-X to recommend the article.

ARTICLE 45: HOME RULE PETITION – DIGITAL PUBLICATION OF LEGAL NOTICES

To see if the Town will vote to authorize the Select Board to petition the General Court for special legislation to provide as set forth below; provided, however, that the General Court may make clerical or editorial changes of form only to the bill so submitted, unless the Select Board approves amendments to the bill before enactment by the General Court; and 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.

AN ACT AUTHORIZING THE TOWN OF DENNIS TO PUBLISH LEGAL NOTICES DIGITALLY

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 subsection (b) of section 13 of chapter 4 of the General Laws or any other general or special law to the contrary, whenever any officer, department, board, committee, or commission of the town of Dennis is to publish a legal notice in a newspaper or newspaper of general circulation, as the case may be, such requirement may be satisfied by one or more of the following means as authorized in accordance with section 2:

- (a) a newspaper or newspaper of general circulation's print publication;
- (b) a newspaper or newspaper of general circulation's website;
- (c) websites reporting local news and opinion which satisfy all criteria for digital publication set forth in subsection (c) of said section 13;
- (d) a website that may be maintained as a statewide repository for such notices; or
- (e) a town of Dennis website that may be maintained as a repository for such notices.

SECTION 2. For all legal notices to be issued by a town of Dennis officer, department, board, committee, or commission, the select board shall determine at least 2 of the means of legal notice publication set forth in section 2 hereof to be utilized to satisfy publication requirements. The select board may revisit its determinations of the means of publication at its discretion.

SECTION 3. This act shall take effect upon its passage.

ARTICLE 46: BUILDING REPAIRS AND MAINTENANCE

To see if the Town of Dennis will vote to raise and appropriate or transfer from available funds a sum of money for repairs and maintenance of Town buildings under the direction of the Select Board; or to take any other action relative thereto.

(Select Board)

Select Board Voted X-X-X to place and support transferring \$235,995 from Free Cash for the repairs and maintenance of Town buildings under the direction of the Select Board.

Finance Committee: Voted X-X-X to recommend transferring \$235,995 from Free Cash for the repairs and maintenance of Town buildings.

ARTICLE 47: TRANSFER TO CAPITAL IMPROVEMENT FUND

To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money to the Capital Improvement Fund; or to take any other action relative thereto.

(Select Board)

Select Board: Voted 5-0-0 to place the article.

Finance Committee: Voted X-X-X to recommend a transfer of SOPEN from OPEN for the purpose of the article.

ARTICLE 48: APPOINTED TOWN CLERK

To see if the Town will vote pursuant to the provisions of MGL c. 41, §1B to change the position of elected Town Clerk to an appointed position to be appointed by the Select Board for a term of up to three years; provided, however, that such change shall not take effect unless it is also approved by the voters at the 2027 Annual Town Election; or take any other action relative thereto.

(Select Board)

Select Board: Voted 4-1-0 to place and support the article.

Finance Committee: Voted 3-2-0 not to recommend Article 48.

DRAFT

And you are directed to serve this WARRANT by posting up attested copies thereof at EACH OF THE POST OFFICES in said TOWN OF DENNIS at least SEVEN (7) days before the time of holding the said meeting. HEREOF FAIL NOT, and make a due return of this WARRANT with your doings thereon to the TOWN CLERK, at the time and place of the meeting aforesaid.

Given unto our hands this () day of () in the year of our Lord, Two Thousand Twenty SIX.

DENNIS SELECT BOARD

Christopher Lambton, Chair

Carlyn M. Carey, Vice Chair

John Terrio

James W. Plath

Paul McCormick

A True Copy, Attest

Theresa T. Bunce, Town Clerk

BARNSTABLE, ss.

PURSUANT TO THE WITHIN WARRANT, I have notified and warned the Inhabitants of the Town of Dennis by posting up attested copies of the same at EACH OF THE POST OFFICES AND ON THE PRINCIPAL BULLETIN BOARD IN THE TOWN HALL OFFICES, SOUTH DENNIS SEVEN (7) days before the date of the meeting, as within directed.

Constable of Dennis

Date

**TOWN OF DENNIS
ANNUAL TOWN ELECTION
WARRANT**

Barnstable, ss.

To either of the Constables of the Town of Dennis:

GREETING:

IN THE NAME OF THE COMMONWEALTH OF MASSACHUSETTS, you are hereby required to notify and warn the inhabitants of said town who are qualified to vote in elections to meet at several precincts in said Town at the following places:

- Precinct 1: Fire Station II, 350 Paddocks Path, East Dennis
- Precinct 2: Dennis Senior Center, 1045 Route 134, East Dennis
- Precinct 3: Dennis Public Library, 5 Hall St., Dennis Port
- Precinct 4: 1867 West Dennis Graded School House, 67 School Street, West Dennis
- Precinct 5: Dennis Police Station, 90 Bob Crowell Road, South Dennis

In said Dennis on Tuesday, the twelfth day of May 2026, at 7:00 a.m. then and there to vote for election of the following officers:

- **Two Select Board Members for three years**
 - One Housing Authority Member for five years
 - One Dennis Yarmouth School Committee member for three years
 - One Old Kings Highway Regional Historic District Commissioner for four years
 - One Water District Commissioner for three years

Ballot Question #1

Shall the Town of Dennis be allowed to assess an additional \$44,147 in real estate and personal property taxes for the purpose of funding a portion of the Cape Cod Regional High School Assessment for the Fiscal Year beginning July 1, 2026?

Ballot Question #2

Shall the Town of Dennis be allowed to assess an additional \$348,050 in real estate and personal property taxes for the purpose of funding a portion of the Dennis-Yarmouth Regional School District Assessment for the Fiscal Year beginning July 1, 2026?

Ballot Question #3

Shall the Town of Dennis be allowed to assess an additional \$1,500,000 in real estate and personal property taxes for the purpose of funding a portion of the General Fund Operating Budget for the Fiscal Year beginning July 1, 2026?

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 the **day of** , in the year of our Lord, Two Thousand Twenty-Six.

DENNIS SELECT BOARD

_____	_____
Christopher Lambton	John Terrio
_____	_____
James W. Plath	Paul McCormick

Carlyn Carey	

A True Copy, Attest:

Theresa T. Bunce, Town Clerk

PERSUANT TO THE WITHIN WARRANT, I have notified and warned the Inhabitants of the Town of Dennis by posting up attested copies of the same at EACH OF THE POST OFFICES AND ON THE PRINCIPAL BULLETIN BOARD IN THE TOWN HALL OFFICES, SOUTH DENNIS, SEVEN (7) days before the date of the meeting, as within directed.

Constable of the Town of Dennis



Town of Dennis
Select Board Agenda Fact Sheet
March 24, 2026

Agenda Item:	Administrative Matters 1. Review and consider extending the Dennis Housing Authority Community Preservation Grant expiration date from December 31, 2027 to December 31, 2028
Presenter:	Regina White, Chair of the Dennis Housing Authority
Back up information enclosed:	1. Memorandum 2. Revised Grant Agreement 3. Draft Grant Agreement
Proposed Motion:	Move to extend the Dennis Housing Authority Community Preservation Grant expiration date from December 31, 2027 to December 31, 2028

Dennis Housing Authority
167 Center Street
South Dennis, MA 02660

Tel: (508) 394-3120 Fax: (508) 760-2352 TTY: (800) 439-2370

January 13, 2026

To the Dennis Select Board:

It is with deep disappointment that the Dennis Housing Authority submits this request for Select Board approval of a limited extension of a Community Preservation Committee grant.

The Dennis Housing Authority is the recipient of a Community Preservation Committee grant in partial support of a Rental Assistance Program benefiting year-round residents of Dennis. The program, as proposed to the CPC in May of 2022, is comprised of rental support of up to \$350/month (based on need), and a case management component designed to facilitate ongoing housing security. The program anticipated enrollment of twenty households for a period of three years. During the review process, the CPC declared its willingness to fund the rental assistance portion of the program, but not the case management element, which the DHA considered integral to the effectiveness of the overall program. The CPC also encouraged the DHA to increase the number of households served from twenty to twenty-seven. Fortunately, the Select Board and Dennis Affordable Housing Trust came forward with full funding for case management, and the program was launched in June of 2023.

Surprisingly, enrollments in the program got off to a slow start, and while we have developed some theories about why that is true, it remains a puzzle. However, enrollments have reached a high of twenty households and now stand at nineteen. (Households may leave the program for a variety of reasons, including moving away from Dennis, becoming financially ineligible, etc).

While the original funding from the CPC was meant to support twenty-seven families, and remains available, the Committee has decided that it is unwilling to continue the program. The prospect of an uncertain end date appears to be beyond what this Committee is prepared to tolerate and demonstrates a shocking lack of respect for the professionalism of the DHA. (I have had email from the CPC noting its discomfort with "the vast number of variables" in the program, citing number of recipients and their individual needs; and another email with "Our only concern is that the money doesn't just dribble out here and there, or that the DHA extends the grant inadvertently"). It is important to note that the Select Board and Housing Trust funds for case management remain available.

Therefore, while we would rather be requesting your approval of a grant end date commensurate with the final household enrollment, we have been directed by the CPC to request an end date of 31 December 2028. Since these are three-year enrollments, we were forced to discontinue enrolling new households on 31 December 2025.

The amended agreement, as reluctantly approved by the DHA Board, is attached herein. I would be happy to answer any questions or provide further information at your request.

Sincerely,

Regina H. White
Chair, Dennis Housing Authority Board

"Equal Opportunity Housing and Employment"

DENNIS, MASSACHUSETTS

**COMMUNITY PRESERVATION ACT
GRANT AGREEMENT**

**DENNIS HOUSING AUTHORITY
Rental Assistance Program**

This **GRANT AGREEMENT** (the "Agreement") is made on this 28 day of March, 2023, by and between the Town of Dennis, a municipal corporation duly organized under the laws of Massachusetts and having an address at Dennis Town Hall, 685 Route 134, South Dennis, Massachusetts 02660, acting by and through the Select Board (the "Town"), and the Dennis Housing Authority, a public body politic and corporate established pursuant to General Laws Chapter 121B, having an address at 167 Center Street, South Dennis, Massachusetts 02660 (the "Grantee").

WITNESSETH:

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

WHEREAS, the Grantee submitted a proposal in response thereto (the "Proposal"), and the CPC reviewed and approved the Proposal and recommended that Town Meeting vote to appropriate \$388,800 from the Community Preservation Undesignated Fund Balance to provide rental assistance and establish an associated case management program to assist Dennis residents who pay a significant portion of their household income to rent (the "Project"); and

WHEREAS, the October 25, 2022, Dennis Special Town Meeting thereafter appropriated the funds recommended by the CPC for the Project and authorized the Town to enter into a Grant Agreement with the Grantee for the purposes set forth in the Project;

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

1. **Funding.** As recommended by the CPC under Article 32 of the October 25, 2022 Special Town Meeting, and as appropriated by said Special Town Meeting, the Town shall grant to the Grantee the sum of \$388,800 (the "Funds") on the condition that the Grantee shall use the Funds for the Project, as set forth more particularly in the Proposal and documents attached thereto, and in accordance with the terms of this Grant Agreement (collectively, the "Project Documents"). Funds transferred pursuant to this Grant Agreement are to be utilized for providing rental assistance to Dennis who are paying significant portions of their household income on rent.

2. Conditions.

- a) The case management portion of the Grantee's program shall be established by June 13, 2023.

3. Contact. The Grantee identifies the following persons for administration of the Project.

4. Liability of the Town. The Town's liability hereunder shall be to make the payment specified in Section 1 of this Grant Agreement, provided that the conditions set forth in Sections 2 and 7 are followed, and the Town shall be under no further obligation or liability. Nothing in this Grant Agreement shall be construed to render the Town or any elected or appointed official or employee of the Town, or their successors in office, personally liable for any obligation under this Grant Agreement.

5. Indemnification. The Grantee shall indemnify, defend and hold harmless the Town and its boards, departments, employees and agents harmless from and against any and all claims, demands liabilities, actions, causes of actions, costs and expenses, including reasonable attorneys' fees, arising out or related to the Grantee's administration of the Project, and/or actions or omissions of the Grantee and/or the Grantee's agents, employees, and representatives.

6. Record Keeping. The Grantee agree to keep such records with respect to the utilization and the proceeds of this Grant Agreement as are kept in the normal course of business and such additional records as may be required by the Town or the CPC. The Grantee further agrees to make these records available to the Town upon request during normal business hours and as often as the Town may deem necessary and the Town may copy such records. The Grantee further agrees to meet from time to time with the Town or its designee(s), upon reasonable request, to discuss expenditures under this Agreement.

7. Payments. The Town shall disburse the Funds to the Grantee in the manner requested by the Grantee in writing (which may include requests by e-mail) upon the presentation of invoices for the costs incurred for the Project as follows:

- a. An initial payment of \$129,600 shall be disbursed at the Grantee's request.
- b. The second payment will be disbursed twelve (12) months from the date of the first payment in an amount equal to the rental subsidies and administrative costs for the previous twelve (12) months, not to exceed \$129,600.
- c. The third payment shall be disbursed twenty-four (24) months from the date of the first payment in an amount equal to \$64,800 less any unspent funds from the previous payments.
- d. The final payment will be paid thirty (30) months after the first payment date in an amount equal to \$64,800 less any unspent funds from the previous payments.
- e. All Funds paid but not used in support of the Project will be returned to the Community Preservation Undesignated Fund Balance.

If the actual total cost of the Project is less than the Funds, all excess funds shall remain with the Town. The Town shall have no obligation to pay any Project cost overruns.

8. Successors and Assigns. This Grant Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. The Grantee shall not assign, subcontract or otherwise transfer this Grant Agreement in whole or in part, without the prior written consent of the Town.
9. Termination. This Agreement shall terminate upon the Grantee's receipt of the final disbursement of all Funds by the Town. In the event the Grantee fails to fulfill all obligations under the terms of this Grant Agreement, as determined by the Town, and such failure is not cured within forty-five (45) days after the Town has given written notice to the Grantee specifying such failure, the Town shall have the right, in its sole discretion, to terminate this Grant Agreement upon written notice to the Grantee. Upon receipt of said termination notice, the Grantee shall cease to incur additional expenses in connection with this Grant Agreement. Upon termination, the Town shall be free to pursue any rights or remedies provided within this Grant Agreement, including without limitation, recapture of Funds as set forth in Section 10 below. Upon the expiration or earlier termination of this Grant Agreement, all rights and obligations of the parties hereunder shall expire and be of no further force and effect, except that the provisions of Sections 4, 6, 9, 10, and 15 shall survive said expiration or earlier termination.
10. Return of Funds. In the event the Grantee fails to fulfill all obligations under the terms of this Grant Agreement and this Grant Agreement is terminated, any Funds granted to the Grantee under this Grant Agreement and not yet expended shall remain in the Community Preservation Fund Account without further expenditure thereof. If the Grantee fails to fulfill its obligations under the terms of this Grant Agreement as a result of the inability to perform as required in the grant or negligent or intentional acts or omissions of the Grantee, its agents, employees, contractors or invitees, the Grantee shall be liable to repay to the Town the entire amount of the Funds provided under this Grant Agreement, and the Town may take such steps as are necessary, including legal action, to recover such funds. Any Funds so returned or recovered shall be placed in the Town's Community Preservation Fund. In the event that the Town takes legal action under this Grant Agreement, the Grantee shall pay any and all costs, including reasonable attorneys' fees, expended for the enforcement of this Grant Agreement.
11. Compliance with Laws. The Grantee shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the Project, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required in connection with the Project. No local permit or license is waived by the award of this grant.
12. Notice. Any and all notices, or other communications, except as provided in Section 6 (Reports), required or permitted under this Grant Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

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

14. Governing Law. This Grant Agreement shall be governed by, construed and enforced accordance with the laws of the Commonwealth of Massachusetts and the Grantee submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Grant Agreement.

(Signature page follows)

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

TOWN OF DENNIS
By its Select Board

[Grantee]



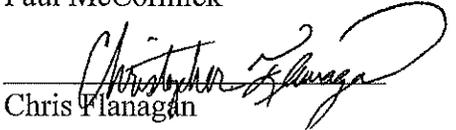
Christopher Lambton

John Terrio



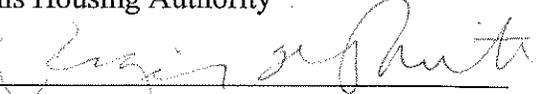
James W. Plath

Paul McCormick



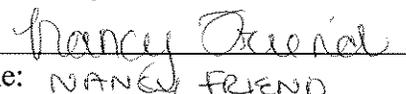
Chris Flanagan

Dennis Housing Authority

By: 

Name: REGINA H. WHITE
Title: CHAIR, DENNIS HOUSING AUTHORITY

6 April 2023

By: 

Name: NANCY FRIEND
Title: Executive Director, DENNIS HOUSING
Authority

July 23, 2025

DENNIS, MASSACHUSETTS

COMMUNITY PRESERVATION ACT

GRANT AGREEMENT

DENNIS HOUSING AUTHORITY

Rental Assistance Program

DRAFT July 23, 2025

This **GRANT AGREEMENT** (the "Agreement") is made on this ____ day of _____, 2023, by and between the Town of Dennis, a municipal corporation duly organized under the laws of Massachusetts and having an address at Dennis Town Hall, 685 Route 134, South Dennis, Massachusetts 02660, acting by and through the Select Board (the "Town"), and the Dennis Housing Authority, a public body politic and corporate established pursuant to General Laws Chapter 121B, having an address at 167 Center Street, South Dennis, Massachusetts 02660 (the "Grantee").

WITNESSETH:

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

WHEREAS, the Grantee submitted a proposal in response thereto (the "Proposal"), and the CPC reviewed and approved the Proposal and recommended that Town Meeting vote to appropriate \$388,800 from the Community Preservation ~~Community~~-Undesignated Fund Balance to provide rental assistance and establish an associated case management program to assist Dennis residents who pay a significant portion of their household income to rent(the "Project"); and

WHEREAS, the October 25, 2022, Dennis Special Town Meeting thereafter appropriated the funds recommended by the CPC for the Project and authorized the Town to enter into a Grant Agreement with the Grantee for the purposes set forth in the Project;

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

1. Funding. As recommended by the CPC under Article 32 of the October 25, 2022 Special Town Meeting, and as appropriated by said Special Town Meeting, the Town shall grant to the Grantee the sum of \$388,800 (the "Funds") on the condition that the Grantee shall use the Funds for the Project, as set forth more particularly in the Proposal and documents attached thereto, and in accordance with the terms of this Grant Agreement (collectively, the "Project Documents"). Funds transferred pursuant to this Grant Agreement are to be utilized for providing rental assistance to Dennis ~~residents and the creation of a case management program to assist the Dennis residents~~ who are paying significant portions of their household income on rent.

DRAFT July 23, 2025

2. Conditions.
 - a) The case management portion of the Grantee's program shall be established by June 13, 2023.
3. Contact. The Grantee identifies the following persons for administration of the Project.
4. Liability of the Town. The Town's liability hereunder shall be to make the payment specified in Section 1 of this Grant Agreement, provided that the conditions set forth in Sections 2 and 7 are followed, and the Town shall be under no further obligation or liability.

Nothing in this Grant Agreement shall be construed to render the Town or any elected or appointed official or employee of the Town, or their successors in office, personally liable for any obligation under this Grant Agreement.

5. Indemnification. The Grantee shall indemnify, defend and hold harmless the Town and its boards, departments, employees and agents harmless from and against any and all claims, demands liabilities, actions, causes of actions, costs and expenses, including reasonable attorneys' fees, arising out or related to the Grantee's administration of the Project, and/or actions or omissions of the Grantee and/or the Grantee's agents, employees, and representatives.

DRAFT July 23, 2025

6. Record Keeping. The Grantee agree to keep such records with respect to the utilization and the proceeds of this Grant Agreement as are kept in the normal course of business and such additional records as may be required by the Town or the CPC. The Grantee further agrees to make these records available to the Town upon request during normal business hours and as often as the Town may deem necessary and the Town may copy such records. The Grantee further agrees to meet from time to time with the Town or its designee(s), upon reasonable request, to discuss expenditures under this Agreement.

7. Payments. The Town shall disburse the Funds to the Grantee in the manner requested by the Grantee in writing (which may include requests by e-mail) upon the presentation of invoices for the costs incurred for the Project as follows:

- a. An initial payment of \$129,600 shall be disbursed at the Grantee's request.
- b. The second payment will be disbursed twelve (12) months from the date of the first payment in an amount equal to the rental subsidies and administrative costs for the previous twelve (12) months, not to exceed \$129,600.

~~c. The third payment shall be disbursed twenty four (24) months from the date of the first payment in an amount equal to \$64,800 less any unspent funds from the previous payments at the grantees request after January 1, 2026 in an amount equal to the anticipated expenses of the program for the calendar year 2026 minus any unspent funds previously disbursed, not to exceed \$75,000.~~

~~e.d. A fourth payment shall be disbursed at the grantees request after January 1, 2027 in an amount equal to the anticipated expenses of the program for the calendar year 2027 minus any unspent funds previously disbursed, not to exceed \$90,000.~~

~~e. The A final payment shall be disbursed at the grantees request after January 1, 2028 in an amount equal to the anticipated expenses of the program for the calendar year 2028 minus any unspent funds previously disbursed, not to exceed \$30,000.~~

~~d. will be paid thirty (30) months after the first payment date in an amount equal to \$64,800 less any unspent funds from the previous payments.~~

~~e.f. All Funds paid but not used in support of the Project will be returned to the Community Preservation Undesignated Fund Balance by January 30, 2029.~~

If the actual total cost of the Project is less than the Funds, all excess funds shall remain with the Town. The Town shall have no obligation to pay any Project cost overruns.

8. Successors and Assigns. This Grant Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. The Grantee shall not assign, subcontract or otherwise transfer this Grant Agreement in whole or in part, without the prior written consent of the Town.

9. Termination. This Agreement shall terminate upon the Grantee's receipt of the final disbursement of all Funds by the Town. In the event the Grantee fails to fulfill all obligations under the terms of this Grant Agreement, as determined by the Town, and such failure is not cured within forty-five (45) days after the Town has given written notice to the Grantee specifying such failure, the Town shall have the right, in its sole discretion, to terminate this Grant Agreement upon written notice to the Grantee. Upon receipt of said termination notice, the Grantee shall cease to incur additional expenses in connection with this Grant Agreement. Upon termination, the Town shall be free to pursue any rights or remedies provided within this Grant Agreement, including without limitation, recapture of Funds as set forth in Section 10 below. Upon the expiration or earlier termination of this Grant Agreement, all rights and obligations of the parties hereunder shall expire and be of no further force and effect, except that the provisions of Sections 4, 6, 9, 10, and 15 shall survive said expiration or earlier termination.

10. Return of Funds. In the event the Grantee fails to fulfill all obligations under the terms of this Grant Agreement and this Grant Agreement is terminated, any Funds granted to the

Grantee under this Grant Agreement and not yet expended shall remain in the Community Preservation Fund Account without further expenditure thereof. If the Grantee fails to fulfill its obligations under the terms of this Grant Agreement as a result of the inability to perform as required in the grant or negligent or intentional acts or omissions of the Grantee, its agents, employees, contractors or invitees, the Grantee shall be liable to repay to the Town the entire amount of the Funds provided under this Grant Agreement, and the Town may take such steps as are necessary, including legal action, to recover such funds. Any Funds so returned or recovered shall be placed in the Town's Community Preservation Fund. In the event that the Town takes legal action under this Grant Agreement, the Grantee shall pay any and all costs, including reasonable attorneys' fees, expended for the enforcement of this Grant Agreement.

DRAFT July 23, 2025

11. Compliance with Laws. The Grantee shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the Project, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required in connection with the Project. No local permit or license is waived by the award of this grant.

12. Notice. Any and all notices, or other communications, except as provided in Section 6 (Reports), required or permitted under this Grant Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth

on page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

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

DRAFT July 23, 2025

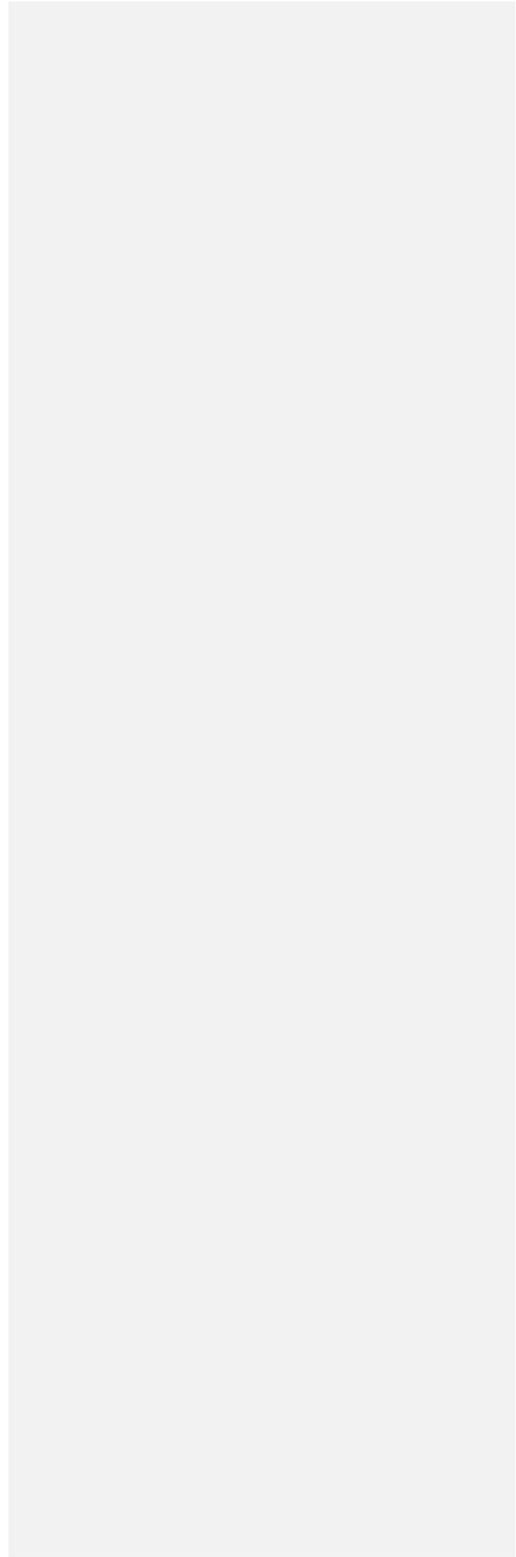
14.. Governing Law. This Grant Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the Grantee submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Grant Agreement.

(Signature page follows)

|

DRAFT July 23, 2025

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

TOWN OF DENNIS

[GRANTEE]

BY ITS BOARD OF SELECTMEN

Dennis Housing Authority

DRAFT July 23, 2025

By: _____

Christopher Lambton

Name:

Title:

John Terrio

By: _____

James W. Plath

Name:

Title:

Paul McCormick

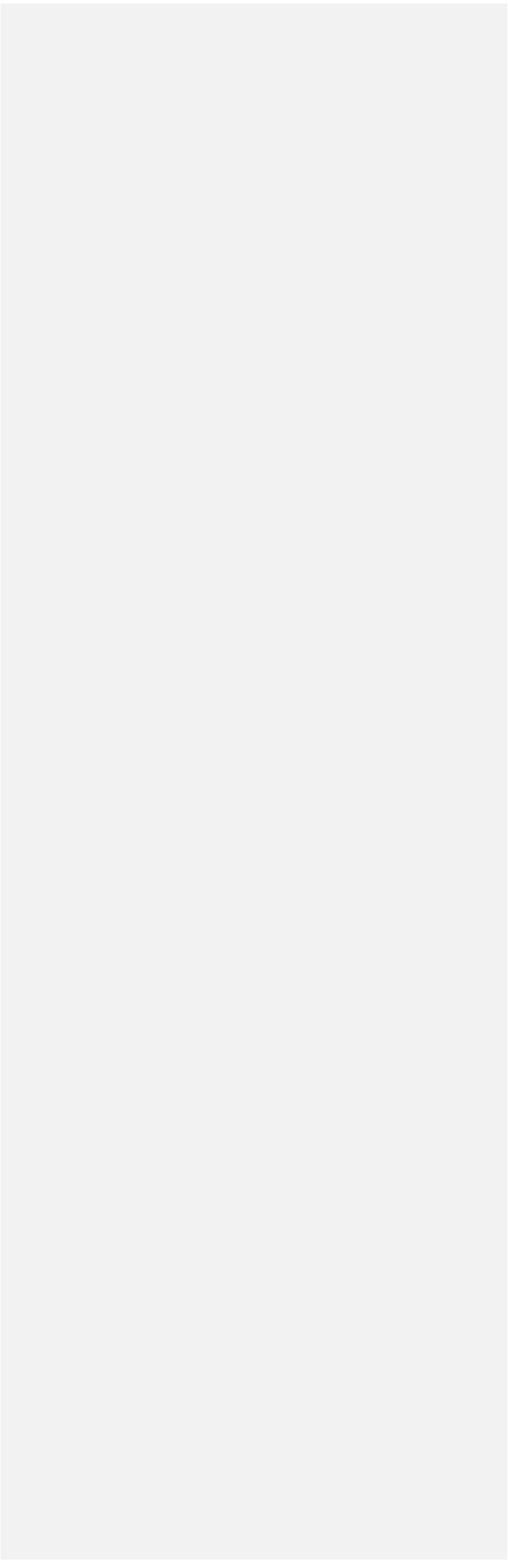
Chris Flanagan

DRAFT July 23, 2025

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DRAFT July 23, 2025

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**Town of Dennis
Select Board Agenda Fact Sheet
March 24, 2026**

Agenda Item:	Administrative Matters 2. Review and consider appointment of Dennis Housing Authority Tenant
Presenter:	Nancy Friend, Director of the Dennis Housing Authority <i>Interviewees: Karen Richardson, Julie McCarthy, Steven W. Floyd, Michael Findley, David Mulvihill-Drew, Evens Pierre</i>
Back up information enclosed:	1. Memorandum
Proposed Motion:	Move to appoint ____ as tenant of the Local Housing Authority to the Local Housing Authority Board



Town of Dennis

To: Dennis Select Board & Elizabeth Sullivan
From: Terri Bunce, Dennis Town Clerk
Date: March 6, 2026
RE: Appointing a Tenant Board Member to the Dennis Housing Authority

Pursuant to M.G.L. c. 12B, §§ 5 & 5A, by Chapter 358 of the Acts of 2020, “An Act Enabling Partnerships for Growth,” towns are now required to appoint a tenant of the Local Housing Authority (LHA) to the LHA Board. This is known as the Town Appointed Tenant Board Member Seat.

On January 14, 2021, a law was enacted that required the Towns to appoint a tenant member to a Local Housing Authority Board. The Dennis Housing Authority is made up of 3 Elected members, 1 Governor Appointee and now 1 appointed by our Select Board. The terms for all of them is a 5-year term.

I’ve collaborated worked with the Director for the Dennis Housing Authority on this process, and all procedures were in place and the deadlines were met. The Tenants were notified of the process on January 27, 2026, of the vacancy. Attached is a flow-chart from PHN 2021-01, outlining the process and noting that a “Federal tenant gets preference if applicable”. Based on HUD regulations, the Dennis Housing Authority would be exempt from the preference/requirement per 24 CFR Part 964 Subpart E – Resident Board Members, and all applicants would be equal.

Below is a list of Tenants who submitted their “Notice of Intent to be considered for the Town Appointed Tenant Board Member Seat” to the Dennis Housing Authority. The Intention Notice deadline was February 27, 2026.

Karen Richardson
Julie McCarthy
Steven W. Floyd
Michael Findley
David Mulvihill-Drew
Evans Pierre

The final deadline is to have the Select Board vote to appoint a Tenant member within 30 days of the Notice of Intent deadline.

Cc: Nancy Friend, Director, Dennis Housing Authority
April Pereira
Sara McDonald



**Town of Dennis
Select Board Agenda Fact Sheet
March 24, 2026**

Agenda Item:	Administrative Matters 3. Review and consider endorsing amendment to Community Preservation Act Grant Agreement Forward at the Rock, Phase II
Presenter:	David Kaplan, Executive Director of Forward
Back up information enclosed:	<ol style="list-style-type: none">1. Revised Community Preservation Act Grant Agreement Forward at the Rock, Phase II2. Community Preservation Act Grant Agreement Forward at the Rock, Phase II with Track Changes3. Existing Community Preservation Act Grant Agreement Forward at the Rock, Phase II
Proposed Motion:	<p>Move to accept the Community Preservation Act Grant Agreement Forward at the Rock, Phase II amendment;</p> <p>Further move that the Select Board endorse the amended Community Preservation Act Grant Agreement Forward at the Rock, Phase II, as prepared and presented.</p>

DENNIS, MASSACHUSETTS

COMMUNITY PRESERVATION ACT

GRANT AGREEMENT

FORWARD

(FRIENDS OR RELATIVES WITH AUTISM & RELATED DISABILITIES, INC.)

Forward at the Rock, Phase II

This GRANT AGREEMENT (the "Agreement") is made on this _____ day of _____, 2026, by and between the Town of Dennis, a municipal corporation duly organized under the laws of Massachusetts and having an address at Dennis Town Hall, 685 Route 134, South Dennis, Massachusetts 02660, acting by and through the Select Board (the "Town"), and Friends or Relatives with Autism & Related Disabilities, Inc. (FORWARD), a Massachusetts non-profit corporation, having an address of P.O. Box 1174, South Dennis, Massachusetts 02660 (the "Grantee").

WITNESSETH:

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

WHEREAS, the Grantee submitted a proposal in response thereto (the "Proposal"), and the CPC reviewed and approved the Proposal and recommended that Town Meeting vote to appropriate from the Community Preservation Community Housing Reserves the sum of \$235,000 and from the Community Preservation Undesignated Fund Balance the sum of \$450,000, for a total of \$685,000 to be used for the purpose of development costs of Phase II of affordable housing project on Hokum Rock Road, Dennis (the "Property"), leased by the Town to the Grantee all as set forth, more particularly, in the Proposal (the "Project"); and

WHEREAS, the October 25, 2022 Dennis Special Town Meeting thereafter appropriated the funds recommended by the CPC for the Project and authorized the Town to enter into a Grant Agreement with the Grantee for the purposes set forth in the Project;

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

1. Funding. As recommended by the CPC under Article 31 of the October 25, 2022 Dennis Special Town Meeting, and as appropriated by said Special Town Meeting, the Town shall grant to the Grantee the sum of \$685,000 (the "Funds") on the condition that the Grantee shall use the Funds only for the purposes of the Project, as set forth more particularly in the Proposal and documents attached thereto, and in accordance with the terms of this Grant Agreement (collectively, the "Project Documents").

2. Conditions.

a) The Project must be completed by December 31, 2026. After receiving a recommendation from the CPC, the Select Board may grant an extension upon review at a public meeting.

b) No disbursement shall be authorized by the accountant until the accountant receives written authorization of the Community Preservation Committee Chairperson(s).

c) The Grantee agrees to use the Funds for the creation and/or support of community housing. Grantee shall grant an affordable housing restriction to the Town on all housing units that are created and/or supported by the use of such Funds on the Property which restriction must (i) require the Property to be rented to households earning no more than sixty percent (60%) of the area median income, (ii) survive foreclosure, (iii) contains terms satisfactory to the Town and run to the benefit and be enforceable by the Town in perpetuity, and (iv) be approved by the Department of Housing and Community Development (“DHCD”) under G.L. c.184, Sections 31-33, ensuring that the Property is used for the purposes set forth herein in perpetuity and counted in the Town’s Subsidized Housing Inventory (the “Restriction”). The Restriction shall be conveyed to the Town without encumbrances or restrictions that would interfere with the use of the Property for community housing.

3. Contact. The Grantee identifies David Kaplan as the contact person responsible for administration of the Project and as an alternative contact person, Kathy Ohman is authorized to act if the contact person is unavailable.

4. Inspections and Reports. The Grantee shall provide the Town with progress reports at three (3)-month intervals beginning sixty days from the date of the execution of this Contract for as long as the Funds remain unexpended, and with final notifications within thirty (30) days after the Project has been completed. The Grantee shall submit a final report, including digital photographs and other documents, within thirty (30) days of the completion of the Project. If there is an extension by the Select Board of the time to complete the Project, then a report shall be delivered to the Town within thirty (30) days of the expiration of the extension. These reports may be in electronic format. All documents, including, but not limited to, photographs and videos, submitted to the Select Board shall become the property of the Town and shall be available for use by the Town and available to the public. The Town shall have the right, upon reasonable request, to inspect the work of the Grantee, including the right to enter the Property.

5. Indemnification. The Grantee shall indemnify, defend, and hold the Town and its departments, officers, employees, servants and agents harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorneys' fees, arising out of or relating to the Grantee's performance of the Project, the condition of the property or the negligence or misconduct of the Grantee or the Grantee's agents, representatives, contractors, invitees and employees.

6. Record Keeping. The Grantee agrees to keep such records with respect to the utilization and the proceeds of this Grant Agreement as are kept in the normal course of business and such additional records as may be required by the Town or the CPC. The Grantee further agrees to make these records available to the Town upon request during normal business hours and as often as the Town may deem necessary, upon reasonable request of the Grantee, the Town shall have access to such records and may examine and copy such records. The Grantee further agrees to meet from time to time with the Town or its designee(s), upon reasonable request, to discuss expenditures under this Agreement.

7. Payments.

a. No payments will be made until the Grantee has obtained funding for the completion of the entire project inclusive of CPC funds.

b. No payments will be made until such time as the Grantee has signed Letter of Intent with the General Contractor for all development work, including but not limited to land acquisition, direct construction, and general development work.

c. A payment of \$200,000.00, will be made when all necessary permits for the project are issued if the above conditions in (b) and (c) of this Section 7 are met.

d. A payment of \$200,000.00 will be made when the foundation(s) of the building are complete if the above conditions in (b) and (c) of this Section 7 are met.

e. A final payment of up to \$285,000.00 will be made when the Restriction required under Section 2 hereof has been approved by the Department of Housing and Community Development, and the Restriction and the Town's acceptance thereof have been recorded with the Barnstable County Registry of Deeds.

8. Liability of the Town. The Town's liability hereunder shall be to make the payment specified in Section 1 of this Grant Agreement, provided that the conditions set forth in Section 2 are followed, and the Town shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the Town or any elected or appointed official or employee of the Town, or their successors in office, personally liable for any obligation under this Grant Agreement.

9. Successors and Assigns. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. The Grantee shall not assign, subcontract or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town.

10. Termination. In the event the Grantee fails to fulfill all obligations under the terms of this Grant Agreement, as determined by the Town, and such failure is not cured within forty-five (45) days after the Town has given written notice to the Grantee specifying such failure, the Town shall have the right, in its sole discretion, to terminate this Grant Agreement upon written notice to the Grantee. Upon receipt of said termination notice, the Grantee shall cease to incur additional expenses in connection with this Grant Agreement. Upon termination, the Town shall be free to pursue any rights or remedies provided within this Grant Agreement, including without limitation, recapture of Funds as set forth in Section 11 below. Upon the expiration or earlier termination of this Grant Agreement, all rights and obligations of the parties hereunder shall expire and be of no further force and effect, except that the provisions of Sections 5, 6, 8, 10, 11, and 16 shall survive said expiration or earlier termination.

11. Return of Funds. In the event the Grantee fails to fulfill all obligations under the terms of this Grant Agreement and this Grant Agreement is terminated pursuant to Section 10, any Funds granted to the Grantee under this Grant Agreement and not yet expended shall remain in the Community Preservation Committee Community Housing Fund without further expenditure

thereof. If the Grantee fails to fulfill its obligations under the terms of this Grant Agreement as a result of negligent or intentional acts or omissions of the Grantee, its agents, employees, contractors or invitees, the Grantee shall be liable to repay to the Town the entire amount of the Funds provided under this Grant Agreement, and the Town may take such steps as are necessary, including legal action, to recover such funds. Any Funds so returned or recovered shall be placed in the Town's Community Preservation Fund. In the event that the Town takes legal action under this Grant Agreement, the Grantee shall pay any and all costs, including reasonable attorneys' fees, expended for the enforcement of this Grant Agreement.

12. Compliance with Laws. The Grantee shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the Project, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required in connection with the Project. No local permit or license requirement is waived by the award of this grant.

13. Notice. Any and all notices, or other communications, except as noticed in Section 6 (Reports), required or permitted under this Grant Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

14. Community Preservation Act Awareness. Upon being awarded CPC funding, the Grantee shall identify in its written materials about the Project, including press releases, brochures, web site, and similar materials, that the project is being funded (entirely or partially) through the Town of Dennis Community Preservation Fund. The Grantee agrees to post, at a location mutually acceptable by the parties, a permanent sign, notation or identification stating that the Project received funding from the Town of Dennis Community Preservation Fund.

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

16. Governing Law. This Grant Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the Grantee submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Grant Agreement.

Signature Page to Follow

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

TOWN OF DENNIS

GRANTEE:

By its Select Board

Christopher Lambton

Carlyn M. Carey

John Terrio

Paul McCormick

James W. Plath

By: _____

Name:

Title:

By: _____

Name:

Title:

DENNIS, MASSACHUSETTS

**COMMUNITY PRESERVATION ACT
GRANT AGREEMENT
FORWARD**

**(FRIENDS OR RELATIVES WITH AUTISM & RELATED DISABILITIES, INC.)
Forward at the Rock, Phase II**

This GRANT AGREEMENT (the "Agreement") is made on this _____ day of _____, ~~2023~~ 2026, by and between the Town of Dennis, a municipal corporation duly organized under the laws of Massachusetts and having an address at Dennis Town Hall, 685 Route 134, South Dennis, Massachusetts 02660, acting by and through the Select Board (the "Town"), and Friends or Relatives with Autism & Related Disabilities, Inc. (FORWARD), a Massachusetts non-profit corporation, having an address of P.O. Box 1174, South Dennis, Massachusetts 02660 (the "Grantee").

WITNESSETH:

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

WHEREAS, the Grantee submitted a proposal in response thereto (the "Proposal"), and the CPC reviewed and approved the Proposal and recommended that Town Meeting vote to appropriate from the Community Preservation Community Housing Reserves the sum of \$235,000 and from the Community Preservation Undesignated Fund Balance the sum of \$450,000, for a total of \$685,000 to be used for the purpose of development costs of Phase II of affordable housing project on Hokum Rock Road, Dennis (the "Property"), leased by the Town to the Grantee all as set forth, more particularly, in the Proposal (the "Project"); and

WHEREAS, the October 25, 2022 Dennis Special Town Meeting thereafter appropriated the funds recommended by the CPC for the Project and authorized the Town to enter into a Grant Agreement with the Grantee for the purposes set forth in the Project;

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

1. Funding. As recommended by the CPC under Article 31 of the October 25, 2022 Dennis Special Town Meeting, and as appropriated by said Special Town Meeting, the Town shall grant to the Grantee the sum of \$685,000 (the "Funds") on the condition that the Grantee shall use the Funds only for the purposes of the Project, as set forth more particularly in the Proposal and documents attached thereto, and in accordance with the terms of this Grant Agreement (collectively, the "Project Documents").

2. Conditions.

a) The Project must be completed by December 31, 2026. After receiving a recommendation from the CPC, the Select Board may grant an extension upon review at a public meeting.

b) No disbursement shall be authorized by the accountant until the accountant receives written authorization of the Community Preservation Committee Chairperson(s).

c) The Grantee agrees to use the Funds for the creation and/or support of community housing. Grantee shall grant an affordable housing restriction to the Town on all housing units that are created and/or supported by the use of such Funds on the Property which restriction must (i) require the Property to be rented to households earning no more than sixty percent (60%) of the area median income, (ii) survive foreclosure, (iii) contains terms satisfactory to the Town and run to the benefit and be enforceable by the Town in perpetuity, and (iv) be approved by the Department of Housing and Community Development (“DHCD”) under G.L. c.184, Sections 31-33, ensuring that the Property is used for the purposes set forth herein in perpetuity and counted in the Town’s Subsidized Housing Inventory (the “Restriction”). The Restriction shall be conveyed to the Town without encumbrances or restrictions that would interfere with the use of the Property for community housing.

3. Contact. The Grantee identifies David Kaplan as the contact person responsible for administration of the Project and as an alternative contact person, Kathy Ohman is authorized to act if the contact person is unavailable.

4. Inspections and Reports. The Grantee shall provide the Town with progress reports at three (3)-month intervals beginning sixty days from the date of the execution of this Contract for as long as the Funds remain unexpended, and with final notifications within thirty (30) days after the Project has been completed. The Grantee shall submit a final report, including digital photographs and other documents, within thirty (30) days of the completion of the Project. If there is an extension by the Select Board of the time to complete the Project, then a report shall be delivered to the Town within thirty (30) days of the expiration of the extension. These reports may be in electronic format. All documents, including, but not limited to, photographs and videos, submitted to the Select Board shall become the property of the Town and shall be available for use by the Town and available to the public. The Town shall have the right, upon reasonable request, to inspect the work of the Grantee, including the right to enter the Property.

5. Indemnification. The Grantee shall indemnify, defend, and hold the Town and its departments, officers, employees, servants and agents harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorneys' fees, arising out of or relating to the Grantee's performance of the Project, the condition of the property or the negligence or misconduct of the Grantee or the Grantee's agents, representatives, contractors, invitees and employees.

6. Record Keeping. The Grantee agrees to keep such records with respect to the utilization and the proceeds of this Grant Agreement as are kept in the normal course of business and such additional records as may be required by the Town or the CPC. The Grantee further agrees to make these records available to the Town upon request during normal business hours and as often as the Town may deem necessary, upon reasonable request of the Grantee, the Town shall have access to such records and may examine and copy such records. The Grantee further agrees to meet from time to time with the Town or its designee(s), upon reasonable request, to discuss expenditures under this Agreement.

7. Payments.

a. No payments will be made until the Grantee has obtained funding for the completion of the entire project inclusive of CPC funds.

b. No payments will be made until such time as the Grantee has signed Letter of Intent with the General Contractor for all development work, including but not limited to land acquisition, direct construction, and general development work.

c. A payment of \$200,000.00, will be made when all necessary permits for the project are issued if the above conditions in (b) and (c) of this Section 7 are met.

d. A payment of \$200,000.00 will be made when the foundation(s) of the building are complete if the above conditions in (b) and (c) of this Section 7 are met.

e. A final payment of up to \$285,000.00 will be made when ~~a certificate of occupancy is awarded for the Project and~~ the Restriction required under Section 2 hereof has been approved by the Department of Housing and Community Development, and the Restriction and the Town's acceptance thereof have been recorded with the Barnstable County Registry of Deeds.

8. Liability of the Town. The Town's liability hereunder shall be to make the payment specified in Section 1 of this Grant Agreement, provided that the conditions set forth in Section 2 are followed, and the Town shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the Town or any elected or appointed official or employee of the Town, or their successors in office, personally liable for any obligation under this Grant Agreement.

9. Successors and Assigns. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. The Grantee shall not assign, subcontract or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town.

10. Termination. In the event the Grantee fails to fulfill all obligations under the terms of this Grant Agreement, as determined by the Town, and such failure is not cured within forty-five (45) days after the Town has given written notice to the Grantee specifying such failure, the Town shall have the right, in its sole discretion, to terminate this Grant Agreement upon written notice to the Grantee. Upon receipt of said termination notice, the Grantee shall cease to incur additional expenses in connection with this Grant Agreement. Upon termination, the Town shall be free to pursue any rights or remedies provided within this Grant Agreement, including without limitation, recapture of Funds as set forth in Section 11 below. Upon the expiration or earlier termination of this Grant Agreement, all rights and obligations of the parties hereunder shall expire and be of no further force and effect, except that the provisions of Sections 5, 6, 8, 10, 11, and 16 shall survive said expiration or earlier termination.

11. Return of Funds. In the event the Grantee fails to fulfill all obligations under the terms of this Grant Agreement and this Grant Agreement is terminated pursuant to Section 10, any Funds granted to the Grantee under this Grant Agreement and not yet expended shall remain in the Community Preservation Committee Community Housing Fund without further expenditure

thereof. If the Grantee fails to fulfill its obligations under the terms of this Grant Agreement as a result of negligent or intentional acts or omissions of the Grantee, its agents, employees, contractors or invitees, the Grantee shall be liable to repay to the Town the entire amount of the Funds provided under this Grant Agreement, and the Town may take such steps as are necessary, including legal action, to recover such funds. Any Funds so returned or recovered shall be placed in the Town's Community Preservation Fund. In the event that the Town takes legal action under this Grant Agreement, the Grantee shall pay any and all costs, including reasonable attorneys' fees, expended for the enforcement of this Grant Agreement.

12. Compliance with Laws. The Grantee shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the Project, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required in connection with the Project. No local permit or license requirement is waived by the award of this grant.

13. Notice. Any and all notices, or other communications, except as noticed in Section 6 (Reports), required or permitted under this Grant Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

14. Community Preservation Act Awareness. Upon being awarded CPC funding, the Grantee shall identify in its written materials about the Project, including press releases, brochures, web site, and similar materials, that the project is being funded (entirely or partially) through the Town of Dennis Community Preservation Fund. The Grantee agrees to post, at a location mutually acceptable by the parties, a permanent sign, notation or identification stating that the Project received funding from the Town of Dennis Community Preservation Fund.

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

16. Governing Law. This Grant Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the Grantee submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Grant Agreement.

Signature Page to Follow

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

TOWN OF DENNIS

GRANTEE:

By its Select Board

Christopher Lambton

Carlyn M. Carey

John Terrio

Paul McCormick

James W. Plath

By: _____
Name:
Title:

By: _____
Name:
Title:



DENNIS, MASSACHUSETTS

COMMUNITY PRESERVATION ACT
GRANT AGREEMENT
FORWARD

(FRIENDS OR RELATIVES WITH AUTISM & RELATED DISABILITIES, INC.)
Forward at the Rock, Phase II

This GRANT AGREEMENT (the "Agreement") is made on this 28th day of March, 2023, by and between the Town of Dennis, a municipal corporation duly organized under the laws of Massachusetts and having an address at Dennis Town Hall, 685 Route 134, South Dennis, Massachusetts 02660, acting by and through the Select Board (the "Town"), and Friends or Relatives with Autism & Related Disabilities, Inc. (FORWARD), a Massachusetts non-profit corporation, having an address of P.O. Box 1174, South Dennis, Massachusetts 02660 (the "Grantee").

WITNESSETH:

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

WHEREAS, the Grantee submitted a proposal in response thereto (the "Proposal"), and the CPC reviewed and approved the Proposal and recommended that Town Meeting vote to appropriate from the Community Preservation Community Housing Reserves the sum of \$235,000 and from the Community Preservation Undesignated Fund Balance the sum of \$450,000, for a total of \$685,000 to be used for the purpose of development costs of Phase II of affordable housing project on Hokum Rock Road, Dennis (the "Property"), leased by the Town to the Grantee all as set forth, more particularly, in the Proposal (the "Project"); and

WHEREAS, the October 25, 2022 Dennis Special Town Meeting thereafter appropriated the funds recommended by the CPC for the Project and authorized the Town to enter into a Grant Agreement with the Grantee for the purposes set forth in the Project;

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

1. Funding. As recommended by the CPC under Article 31 of the October 25, 2022 Dennis Special Town Meeting, and as appropriated by said Special Town Meeting, the Town shall grant to the Grantee the sum of \$685,000 (the "Funds") on the condition that the Grantee shall use the Funds only for the purposes of the Project, as set forth more particularly in the Proposal and documents attached thereto, and in accordance with the terms of this Grant Agreement (collectively, the "Project Documents").

2. Conditions.

a) The Project must be completed by December 31, 2026. After receiving a recommendation from the CPC, the Select Board may grant an extension upon review at a public meeting.

b) No disbursement shall be authorized by the accountant until the accountant receives written authorization of the Community Preservation Committee Chairperson(s).

c) The Grantee agrees to use the Funds for the creation and/or support of community housing. Grantee shall grant an affordable housing restriction to the Town on all housing units that are created and/or supported by the use of such Funds on the Property which restriction must (i) require the Property to be rented to households earning no more than sixty percent (60%) of the area median income, (ii) survive foreclosure, (iii) contains terms satisfactory to the Town and run to the benefit and be enforceable by the Town in perpetuity, and (iv) be approved by the Department of Housing and Community Development ("DHCD") under G.L. c.184, Sections 31-33, ensuring that the Property is used for the purposes set forth herein in perpetuity and counted in the Town's Subsidized Housing Inventory (the "Restriction"). The Restriction shall be conveyed to the Town without encumbrances or restrictions that would interfere with the use of the Property for community housing.

3. Contact. The Grantee identifies David Kaplan as the contact person responsible for administration of the Project and as an alternative contact person, Kathy Ohman is authorized to act if the contact person is unavailable.

4. Inspections and Reports. The Grantee shall provide the Town with progress reports at three (3)-month intervals beginning sixty days from the date of the execution of this Contract for as long as the Funds remain unexpended, and with final notifications within thirty (30) days after the Project has been completed. The Grantee shall submit a final report, including digital photographs and other documents, within thirty (30) days of the completion of the Project. If there is an extension by the Select Board of the time to complete the Project, then a report shall be delivered to the Town within thirty (30) days of the expiration of the extension. These reports may be in electronic format. All documents, including, but not limited to, photographs and videos, submitted to the Select Board shall become the property of the Town and shall be available for use by the Town and available to the public. The Town shall have the right, upon reasonable request, to inspect the work of the Grantee, including the right to enter the Property.

5. Indemnification. The Grantee shall indemnify, defend, and hold the Town and its departments, officers, employees, servants and agents harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorneys' fees, arising out of or relating to the Grantee's performance of the Project, the condition of the property or the negligence or misconduct of the Grantee or the Grantee's agents, representatives, contractors, invitees and employees.

6. Record Keeping. The Grantee agrees to keep such records with respect to the utilization and the proceeds of this Grant Agreement as are kept in the normal course of business and such additional records as may be required by the Town or the CPC. The Grantee further agrees to make these records available to the Town upon request during normal business hours and as often as the Town may deem necessary, upon reasonable request of the Grantee, the Town shall have access to such records and may examine and copy such records. The Grantee further agrees to meet from time to time with the Town or its designee(s), upon reasonable request, to discuss expenditures under this Agreement.

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- b. No payments will be made until such time as the Grantee has executed contracts for all development work, including but not limited to land acquisition, direct construction, and general development work.
- c. A payment of \$200,000.00, will be made when all necessary permits for the project are issued if the above conditions in (b) and (c) of this Section 7 are met.
- d. A payment of \$200,000.00 will be made when the foundation(s) of the building are complete if the above conditions in (b) and (c) of this Section 7 are met.
- e. A final payment of up to \$285,000.00 will be made when a certificate of occupancy is awarded for the Project and the Restriction required under Section 2 hereof has been approved by the Department of Housing and Community Development, and the Restriction and the Town's acceptance thereof have been recorded with the Barnstable County Registry of Deeds.

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Signature Page to Follow

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

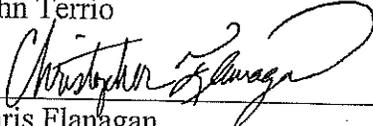
TOWN OF DENNIS

GRANTEE:

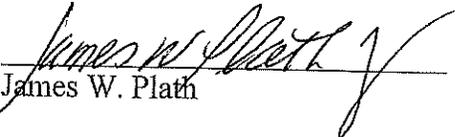
By its Select Board



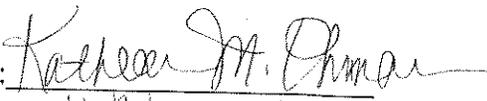
Christopher Lambton

John Terrio


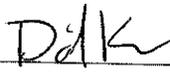
Chris Flanagan

Paul McCormick


James W. Plath

By: 

Name: Kathleen M. Ohman
Title: President

By: 

Name: David Kaplan
Title: Executive Director



**Town of Dennis
Select Board Agenda Fact Sheet
March 24, 2026**

Agenda Item:	Administrative Matters 4. Review and consider Barnstable County Assembly of Delegates update on Luxury Real Estate Transfer Fee Petition
Presenter:	Select Board
Back up information enclosed:	1. Home Rule Petition Information Sheet 2. Home Rule Petition No. 1
Proposed Motion:	

Home Rule Petition No. 2026-01

High-Value Real Estate Transfer Tax — Barnstable County Charter, Article 11
Adopted by the Assembly of Delegates on February 18, 2026 — Signed by Speaker Susan Warner

What It Does

A home rule petition asking the state legislature to pass a special law authorizing the Cape Cod regional government to collect a transfer tax on high-value real estate sales in any town that opts in. Revenue funds year-round housing. Each town controls whether to participate, what rates to set, and what additional exemptions to adopt.

Key Parameters

Parameter	Detail
Tax range	0.5% to 4% of the purchase price above the exemption threshold
Base exemption	\$1,000,000 — towns may set a higher threshold; cannot go lower
Local adoption	Majority vote of town legislative body + voter approval at subsequent town election
Revenue split	90% remitted to the participating town's housing trust; 10% retained regionally
Paid by	Purchaser, at time of deed recording at the registry of deeds

Mandatory Exemptions

- Transfers to government entities (federal, state, municipal)
- Transfers under \$100 consideration or corrective/confirmatory deeds
- Transfers by operation of law (court orders, decrees)
- Transfers to charitable or religious organizations for their exempt purposes
- Transfers between immediate family members (spouses, parents/children, grandparents/grandchildren, siblings, step-relations)
- Transfers of property subject to a year-round affordable housing deed restriction
- Primary-residence owners age 62+ who have lived at the property for 10+ years
- Towns may adopt additional exemptions by ordinance or bylaw at any time

Permissible Uses of Revenue

- Preservation of existing year-round rentals (including deed restrictions)
- Land or structure acquisition for year-round housing development
- Rehabilitation of affordable or attainable housing units
- First-time and income-qualified homebuyer assistance
- Gap financing and matching funds to leverage state/federal housing grants
- Any other lawful purpose of municipal affordable or year-round housing trusts

Note: New development funded by transfer tax revenue and subject to Cape Cod Commission review must comply with the Regional Policy Plan's open space goals.

Governance — Cape Cod Year-Round Housing Fund

- Management board: one appointee per participating town (must be a selectperson, councilor, town manager/administrator, or professional staff)
- Three-year terms; meets quarterly; majority quorum required
- Duties: approve distributions to towns, appropriate the 10% regional share for regional housing initiatives, and fund administrative costs
- Regional government treasurer is custodian; disbursements by board vote without further appropriation
- Annual reporting required from both the board and each municipal trust receiving funds

Appeals

The management board must adopt an appeals regulation. Aggrieved parties who are denied relief may petition the Appellate Tax Board within 60 days under M.G.L. Chapter 58A.

**CAPE COD REGIONAL GOVERNMENT
ASSEMBLY of DELEGATES
2026 Session
Home Rule Petition No. 1**

SECTION 1. The Barnstable County Charter, as established by chapter 163 of the acts of 1988 and amended, is hereby amended by inserting after Article 10 the following article:-

Article 11 – HIGH-VALUE REAL ESTATE TRANSFER TAX

Section 11-1. Definitions.

As used in this article, the following terms shall have the following meanings:

“Participating municipality”, a city or town within Barnstable County that has accepted the provisions of this article by ordinance or bylaw pursuant to Section 11-3.

“Purchaser”, the transferee, grantee, or recipient of any real property interest.

“Purchase price”, all consideration paid or transferred by or on behalf of a purchaser to a seller or their nominee, or for their benefit, for the transfer of any real property interest, and shall include, but not be limited to: all cash or its equivalent so paid or transferred; all cash or other property paid or transferred by or on behalf of the purchaser to discharge or reduce any obligation of the seller; the principal amount of all notes or their equivalent, or other deferred payments, given or promised to be given by or on behalf of the purchaser to the seller or their nominee; the outstanding balance of all obligations of the seller which are assumed by the purchaser or to which the real property interest transferred remains subject after the transfer, determined at the time of transfer, but excluding real estate and other municipal liens or assessments which are not overdue at the time of transfer.

“Real property interest”, any legal or equitable interest in or to real property, and any beneficial interest therein, including the interest of any beneficiary in a trust which holds any legal or equitable interest in real property, the interest of a partner or member in a partnership or limited liability company, and the interest of a stockholder in a corporation.

“Seller”, the transferor, grantor, or immediate former owner of any real property interest.

“Time of transfer”, the time at which such transfer is legally effective as between the parties thereto, and, in any event, with respect to a transfer evidenced by an instrument recorded with the appropriate registry of deeds.

“Municipal affordable housing trust”, a municipal affordable housing trust fund established pursuant to section 55C of chapter 44 of the General Laws, or any other municipal trust fund

established pursuant to a law of the commonwealth providing for the creation and preservation of affordable housing in a particular city or town for the benefit of low- and moderate-income households or for the funding of community housing.

“Municipal year-round housing trust”, a Year-Round Housing Trust Fund established pursuant to section 32 of chapter 23B of the General Laws.

“Management board”, the Cape Cod Year-Round Housing Fund management board established pursuant to Section 11-9.

“Cape Cod Year-Round Housing Fund”, the fund established pursuant to Section 11-9 for the purpose of receiving and disbursing revenues collected under this article.
Section 11-2 Transfer Tax.

The Cape Cod regional government may collect a tax, separate and distinct from its authority under Article 5A of the Cape Cod Regional Government Home Rule Charter, upon the transfer of any real property interest in any real property situated in any participating municipality, as described and as subject to the conditions and exemptions described herein.

Section 11-3. Local Adoption.

(a) A city or town may become a participating municipality and adopt the provisions of this article by ordinance or bylaw approved by a majority vote of its legislative body, followed by voter approval at the subsequent town election.

(b) Any ordinance or bylaw adopted pursuant to subsection (a) shall specify:

- (i) the transfer tax rates pursuant to subsection 11-4(a);
- (ii) the exemption threshold pursuant to subsection 11-4(b); and
- (iii) any additional exemptions adopted pursuant to subsection 11-6(b).

(c) The adoption of status as a participating municipality pursuant to this article shall take effect on the first day of the calendar quarter following 30 days after its acceptance pursuant to this section or on the first day of a later calendar quarter as the city or town, as applicable, may designate.

(d) Any city or town that has accepted the provisions of this article may, by a majority vote of its legislative body, and voter approval at the subsequent town election, rescind or amend the ordinance or bylaw accepting its status as a participating municipality. A rescission or amendment adopted under this subsection shall take effect on the first day of the calendar quarter following 30 days after such vote, or on the first day of such later calendar quarter as the municipality may designate. Upon the effective date of such rescission, the municipality

shall no longer be a participating municipality, except to the extent necessary to receive funds due and not yet remitted pursuant to the provisions of Section 11-8(c).

Section 11-4. Tax Structure.

(a) A participating municipality may designate different transfer tax rates for different classifications of properties, defined by the tax classification of such properties, and the purchase price of a property; provided, however, that any transfer tax shall be not less than 0.5 per cent and not more than 4 per cent of the portion of the purchase price of such real property interest in excess of the exemption threshold established pursuant to subsection (b) of this section.

(b) The Cape Cod regional government, in collecting the tax established under this article, shall exempt transfers for which the purchase price is \$1,000,000 or less; provided, however, that a participating municipality may adopt a higher exemption threshold for transfers of real property within that municipality by specifying such threshold in the ordinance or bylaw adopted pursuant to Section 11-3.

Section 11-5. Permissible Uses.

(a) Transfer taxes collected pursuant to this article may be expended for the following purposes:

(i) the preservation of existing year-round rental housing, including but not limited to the acquisition or imposition of deed restrictions;

(ii) the acquisition of land or existing structures for the development or preservation of year-round housing, provided that any new development funded with transfer tax revenues and subject to Cape Cod Commission review complies with the Open Space Goals and Objectives of the Cape Cod Commission's Regional Policy Plan;

(iii) the rehabilitation of affordable or attainable housing units;

(iv) financial assistance programs for first-time homebuyers or income-qualified homebuyers;

(v) gap financing or local matching funds to leverage state or federal housing grants; and

(vi) any other purpose authorized by law for municipal affordable housing trusts, municipal year-round housing trusts, or other municipal housing entities designated to receive revenues from the transfer tax pursuant to Section 11-8.

(b) Each municipal affordable housing trust, municipal year-round housing trust, or other municipal housing entity receiving funds pursuant to Section 11-8 shall annually file with the management board a report that includes a description of projects, programs, or activities financed in whole or in part with such funds.

Section 11-6. Exemptions.

(a) The following transfers of real property interests shall be exempt from the tax established under this Article:

(i) Transfers to the government of the United States, the commonwealth, and any of their instrumentalities, agencies, or subdivisions, including municipalities;

(ii) Transfers which, without additional consideration, confirm or correct a transfer previously made;

(iii) Transfers made with consideration of less than \$100.00;

(iv) Transfers by operation of law without actual consideration, including but not limited to transfers resulting from a court order or decree;

(v) Transfers to any charitable organization as defined in M.G.L. Ch. 59 § 5(3), or any religious organization, provided that the real property interest so transferred will be held by the charitable or religious organization solely for its public charitable or religious purposes;

(vi) Transfers made between immediate family members, marriage partners, parents and children, grandparents and grandchildren, step-parents and step-children, brothers and sisters, including as beneficiaries of an estate or family trust; and

(vii) Transfers of any property or unit that is subject to a year-round affordable housing deed restriction approved by the Executive Office of Housing and Livable Communities, MassHousing, or the applicable municipality.

(viii) Any owner or co-owner of a primary residence in Barnstable County who is at least sixty-two (62) years of age or older and has resided at the property for a minimum of ten (10) years at the time of title transfer shall be exempt from any transfer taxes or fees.

(b) The participating municipality, by ordinance or bylaw, may establish additional exemptions at any time. Said exemptions shall take effect on the first day of the calendar quarter following 30 days after its acceptance pursuant to this section or on the first day of a later calendar quarter as the city or town, as applicable, may designate. The participating municipality shall notify the management board and registry of deeds of the establishment of additional exemptions.

(b) The purchaser shall have the burden of proving that an exemption applies to a transfer of real property interest pursuant to this section; and provided further, that any otherwise exempt transfer shall not be exempt in the event that such transfer, by itself or as part of a series of transfers, was made for the primary purpose of evading the transfer tax adopted pursuant to this article.

Section 11-7. Collection and Enforcement.

(a) The transfer tax established under this article shall be paid to the registry of deeds at the time the deed or other instrument of conveyance is presented for recording.

(b) The registry of deeds shall not accept for recording any deed or other instrument evidencing a transfer of a real property interest subject to the tax imposed under this article unless the transfer tax has been paid in full or the recording party presents proof of an exemption pursuant to Section 11-6. No deed or instrument shall be recorded until such payment or proof is provided.

(c) The registry of deeds shall have such remedies to collect an unpaid tax owed under this article as provided by law with respect to the collection of deeds excise taxes.

(d) Upon receipt of a transfer tax by the registry of deeds, the registry of deeds shall transmit all taxes collected under this section to the treasurer of the Cape Cod regional government for deposit into the Cape Cod Year-Round Housing Fund.

Section 11-8. Distribution of Revenues.

(a) Ninety percent of all transfer taxes collected from the transfer of any real property interest in a participating municipality and deposited into the Cape Cod Year-Round Housing Fund shall be remitted to the municipal affordable housing trust, municipal year-round housing trust, or other municipal housing entity established by Special Act for that participating municipality.

(b) If a participating municipality has more than one municipal affordable housing trust, municipal year-round housing trust, or other municipal housing entity eligible to receive funds under this article, the municipality shall notify the management board of its desired allocation of funds among such entities. The management board shall distribute the municipality's share in accordance with this requested allocation.

(c) All funds due to a municipality under subsection (a) shall be remitted no later than the end of the quarter immediately following the quarter in which the funds were collected by the registry of deeds.

(d) Pursuant to appropriation by the Cape Cod Year-Round Housing Fund as described in Section 11-9, remaining funds retained by the Cape Cod Year-Round Housing Fund may be used to reimburse costs incurred by the registry of deeds and the Cape Cod regional government in administering the transfertax, and to support regional housing initiatives.

Section 11-9. Cape Cod Year-Round Housing Fund.

(a) There is hereby established a Cape Cod Year-Round Housing Fund within the Cape Cod regional government. The fund shall be held by the Cape Cod regional government, separate and apart from all other funds and accounts, and shall be administered and appropriated by the Cape Cod Year-Round Housing Fund management board established pursuant to this section.

(b) All transfer taxes collected pursuant to this article shall be deposited in the Cape Cod Year-Round Housing Fund. Amounts deposited in the fund shall be expended solely for the purposes permitted under this article.

(c) There shall be a Cape Cod Year-Round Housing Fund Management Board that shall consist of 1 person to be appointed by each select board or town council in each participating municipality; provided, however, that an appointee of a board of selectmen or town council shall be a member of the respective appointing authority, a town manager, town administrator or other municipally employed professional staff.

(d) Each member of the management board shall serve for a term of 3 years and until a successor is appointed and qualified and each member of the management board shall be eligible for reappointment. Each member of the management board appointed to fill a vacancy on the management board shall be appointed for the unexpired term of the vacant position. The members of the management board shall select a member to serve as chair and vice-chair for a term established by vote of the management board.

(e) The Cape Cod regional government shall provide administrative and technical support to the management board and may be compensated for its associated costs by vote of the management board.

(f) The management board's duties shall be limited to:

- (i) approving the distribution of transfer tax funds pursuant to Section 11-8;
- (ii) appropriating funds remaining in the Cape Cod Year-Round Housing Fund for initiatives of regional importance permitted under Section 11-5; and
- (iii) appropriating funds to offset costs incurred by the registry of deeds and the Cape Cod regional government in administering the provisions of this article.

(g) The management board shall maintain complete itemized records of all receipts, expenditures and disbursements from the fund in accordance with generally accepted accounting principles and shall produce an annual written report that shall include, but not be limited to: (i) an account of revenue generated under this article; (ii) itemized expenses of the board; (iii) summaries of the regional initiatives funded through the Cape Cod Year-Round Housing Fund; and (iv) an account of administrative expenses incurred in administering the transfer tax.

(h) The management board shall meet at least once each calendar quarter.

(i) A majority of the members of the management board then in office shall constitute a quorum, and the affirmative vote of a majority of the members present and voting shall be required for the board to take any action. The management board may adopt additional rules for the conduct of its meetings not inconsistent with this article.

(j) The treasurer of the Cape Cod regional government shall serve as custodian of the Cape Cod Year-round Housing Fund and shall make all disbursements as directed by vote of the management board, without further appropriation, including without requiring any appropriation through the ordinance process of the Cape Cod regional government.

Section 11-10. Additional Regulations.

(a) The Cape Cod regional government may enact ordinances, rules, regulations, policies and procedures to effectuate the terms of this article.

(b) The management board shall adopt regulations which establish a procedure by which an aggrieved person may appeal the transfer tax amount, in whole or in part, or the denial of an exemption.

(c) Any person aggrieved by a denial of relief pursuant to a regulation established pursuant to subsection (b) may, within 60 days from the receipt of the notice of such denial, petition the appellate tax board under the provisions of chapter 58A of the General Laws.

SECTION 2. This act shall take effect upon its passage.

Adopted by the Assembly of Delegates on February 18, 2026



Susan Warner, Speaker



Town of Dennis
Select Board Agenda Fact Sheet
March 24, 2026

Agenda Item:	Administrative Matters 5. Review and consider request for variance to year-round household shellfish regulations to extend recreational oyster harvest season from March 31, 2026 to April 26, 2026
Presenter:	Select Board
Back up information enclosed:	1. Memorandum
Proposed Motion:	



MEMORANDUM

TO: Select Board

FROM: Jordan Halloran, Shellfish Constable

DATE: March 9, 2025

SUBJECT: Extending 2026 Recreational Oyster Season to April 26

The Town of Dennis Natural Resources Department is requesting to extend the recreational oyster season to Sunday, April 26, 2026.

The recreational oyster harvest season in Dennis typically runs from the first Sunday in December to the last Sunday in March. This year the season is scheduled as December 7, 2025 through March 29, 2026. Recreational oyster harvest may only occur on Sundays.

This winter has been particularly harsh in regard to ice cover in all of the Towns' estuaries. The recreational oyster harvest area at West Dennis Beach, known as Old Field Bend, was covered by a sheet of ice for four weeks straight. In addition to the ice cover, many of the winter storms have hit this area on Sunday-Monday.

Due to this loss of available fishing days to ice and weather, the Department of Natural Resources is requesting the Select Board allow an extension on the recreational oyster harvest through the end of April. This will give recreational harvesters an additional four days of harvest for oysters while still allowing the Department to complete other weekend responsibilities as the seasons change.

Respectfully submitted,
Jordan Halloran
Shellfish Constable



**Town of Dennis
Select Board Agenda Fact Sheet
March 24, 2026**

Agenda Item:	Consent Agenda
Presenter:	Select Board
Back up information enclosed:	1. Warrant for Payment Summary
Proposed Motion:	N/A

3.24.2026 Warrant for Payment Summary Script – To be read by the Select Board Clerk

The following warrants were signed on March 10th:

- **Solar Warrant in the amount of \$92,813.68**
- **Vendor Warrant in the amount of \$6,915,166.16**

The following warrants were signed on March 13th:

- **Payroll Warrant in the amount of \$531,954.01**

The following warrants were signed on March 18th:

- **Payroll warrant in the amount of \$542,137.78**



**Town of Dennis
Select Board Agenda Fact Sheet
March 24, 2026**

Agenda Item:	Adjourn to Executive Session
Presenter:	Select Board
Back up information enclosed:	1. Verbal
Proposed Motion:	Move to adjourn to executive session and to not return.