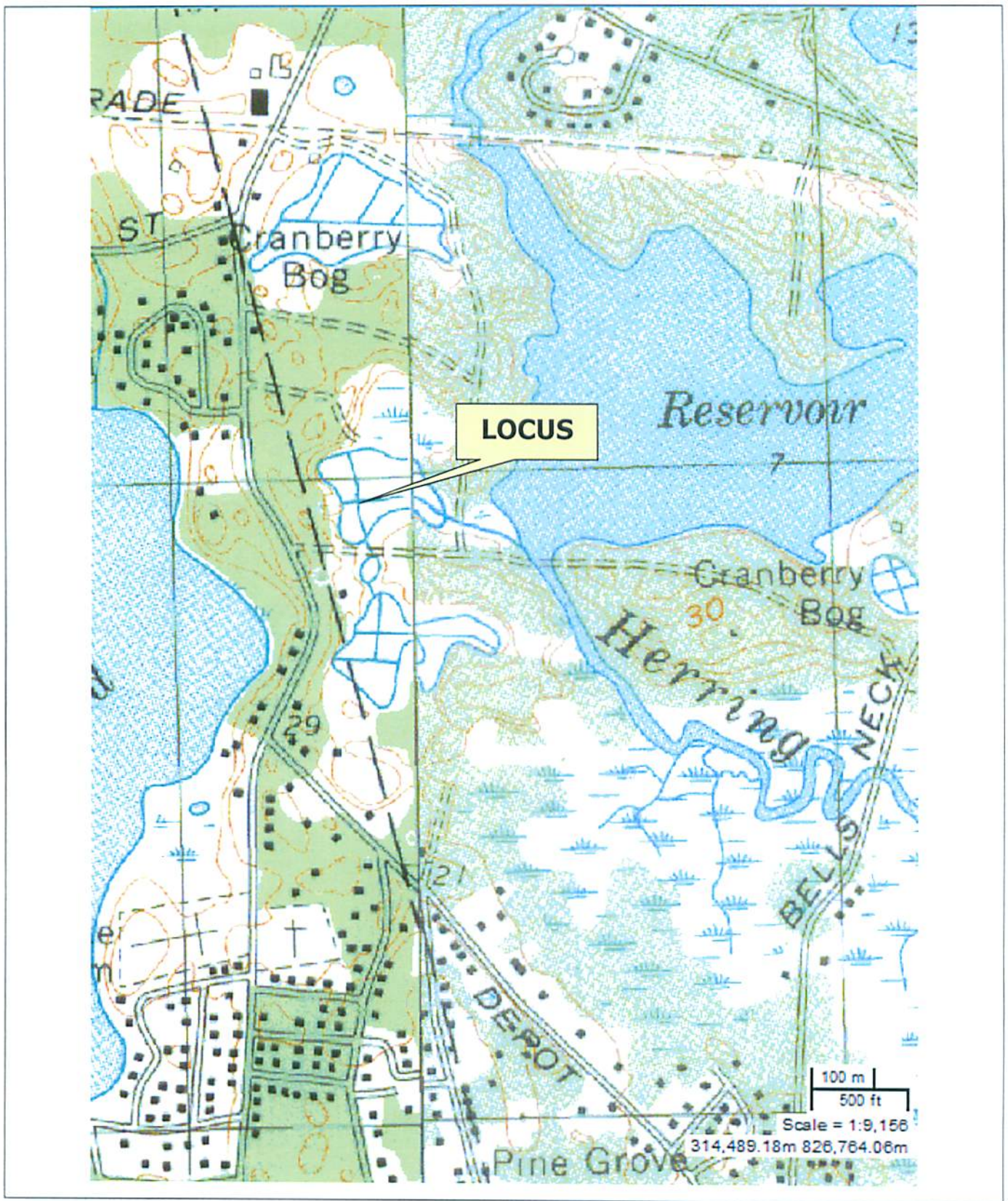


Appendix A

Depot Street



Site LOCUS Map
 Depot Street
 Harwich, Massachusetts



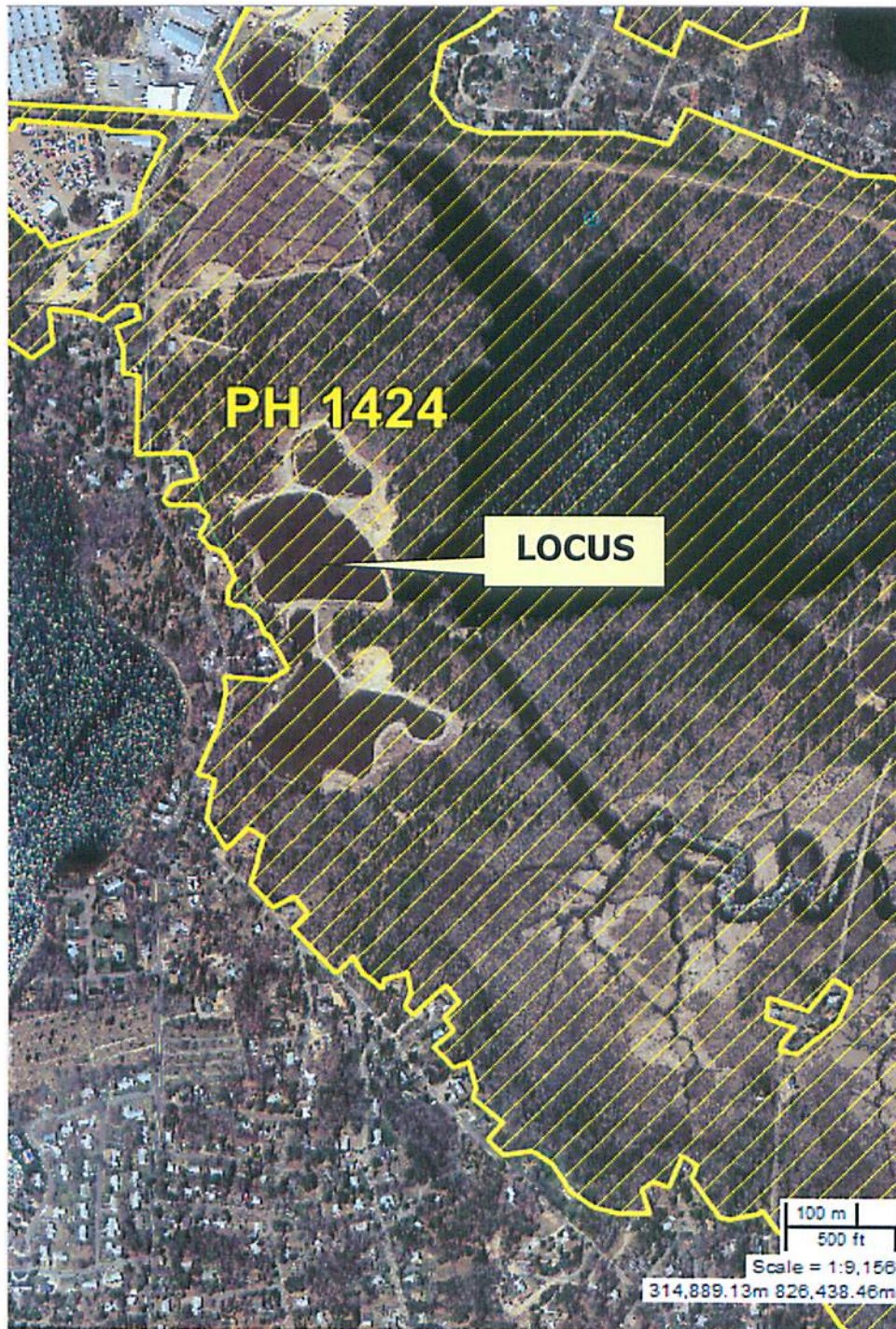
N



Source: USGS Quadrangle Map

Depot Street - Appendix A-1

2008 Priority Habitat and Estimated Habitat Natural Heritage & Endangered Species Program



Potential Vernal Pools

- NHESP Priority Habitats of Rare Species
- NHESP Estimated Habitats of Rare Wildlife
- NHESP Certified Vernal Pools
- * USGS Color Ortho Imagery 2009 30cm

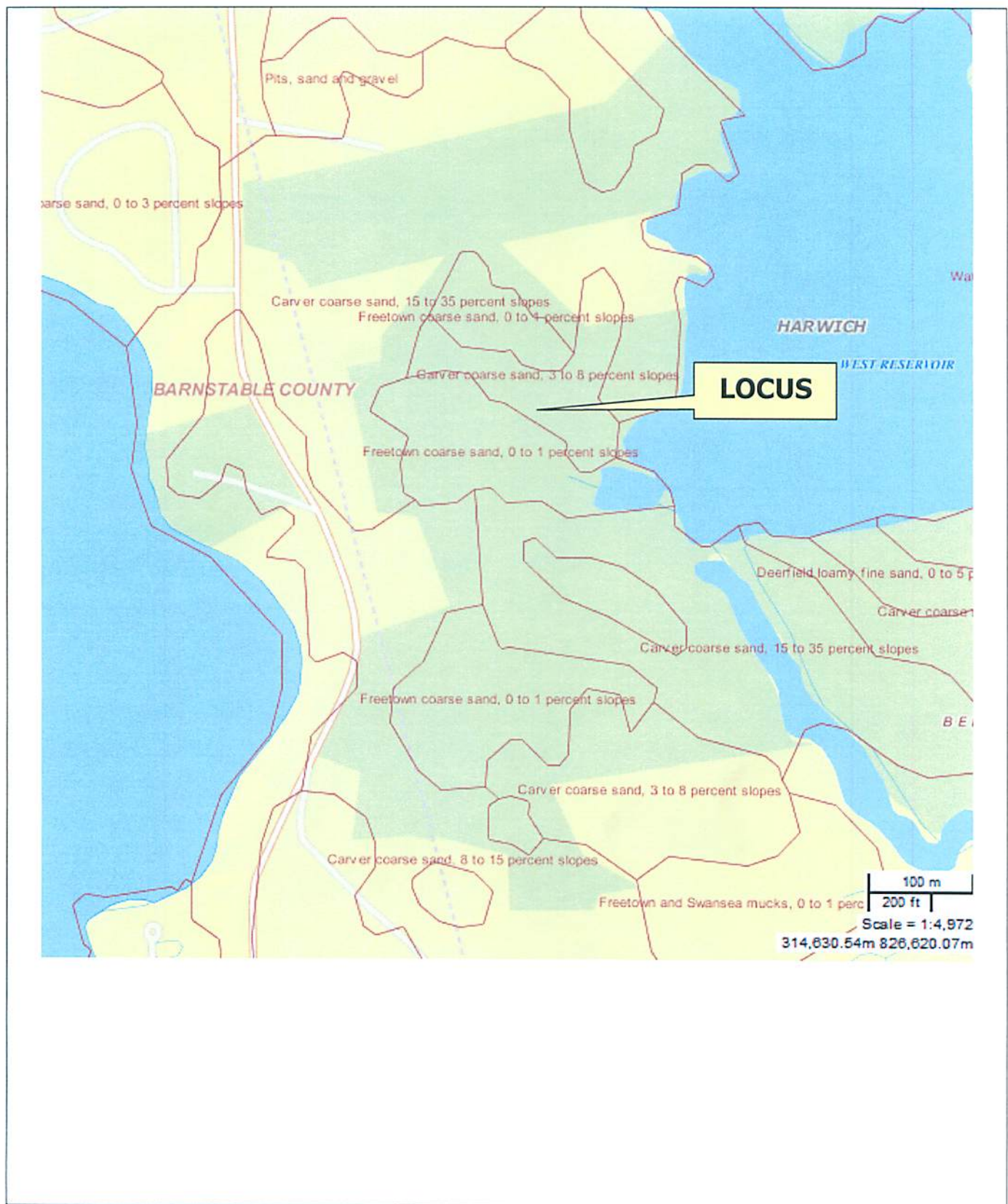


2008 MASS GIS ONLINE MAPING: PRIORITY & ESTIMATED HABITAT
Depot Street
Harwich, Massachusetts



N





Soils Map
Depot Street Conservation Area
Harwich, Massachusetts

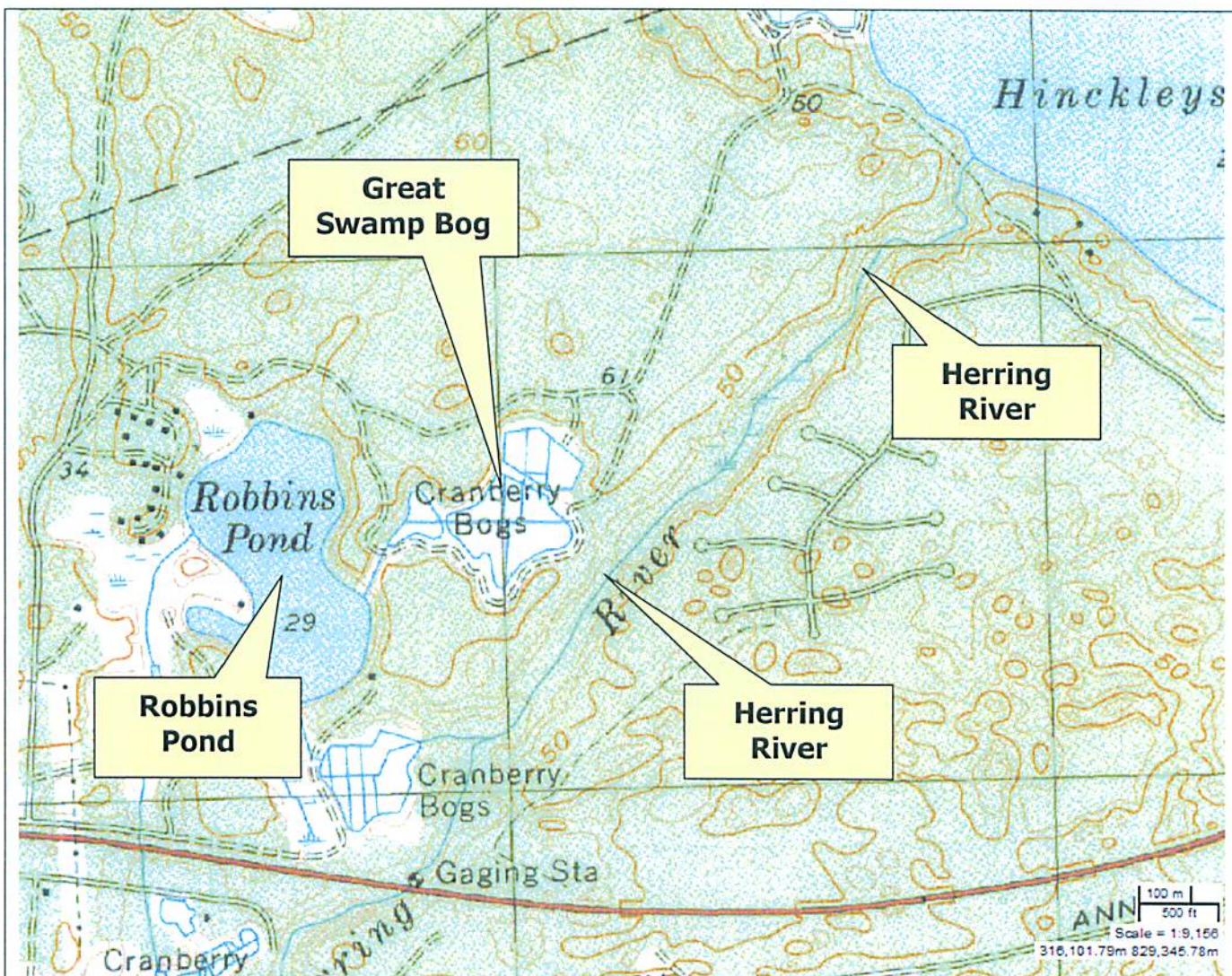


Source: MassGIS



Depot Street - Appendix A-4

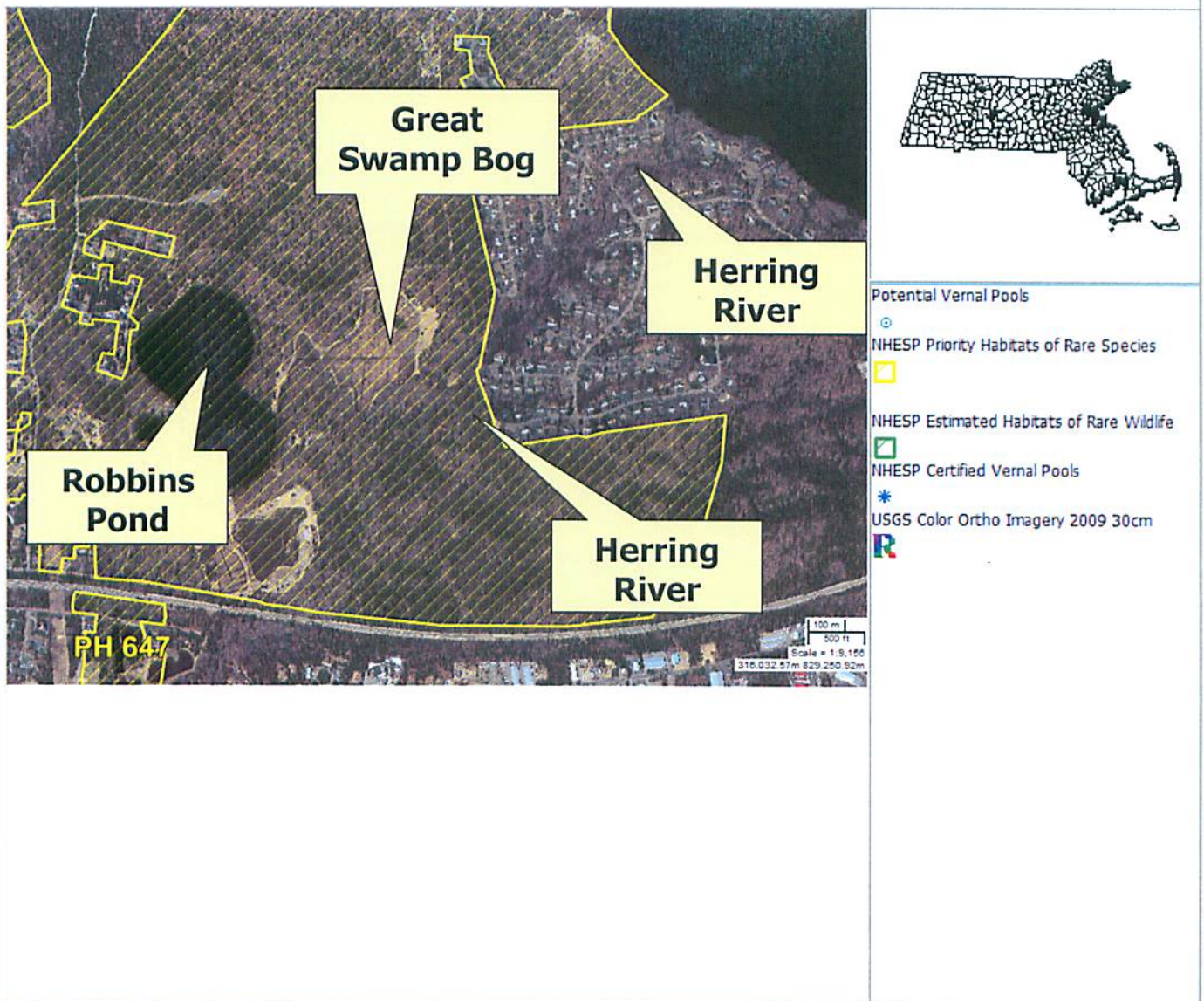
Appendix B
Robbins Pond / Herring River / Great Swamp Bog



Site LOCUS Map
 Robbins Pond / Herring River & Great Swamp Bog
 Harwich, Massachusetts



2008 Priority Habitat and Estimated Habitat Natural Heritage & Endangered Species Program



2008 MASS GIS ONLINE MAPING: PRIORITY & ESTIMATED HABITAT
Robbins Pond / Herring River & Great Swamp Bog
Harwich, Massachusetts

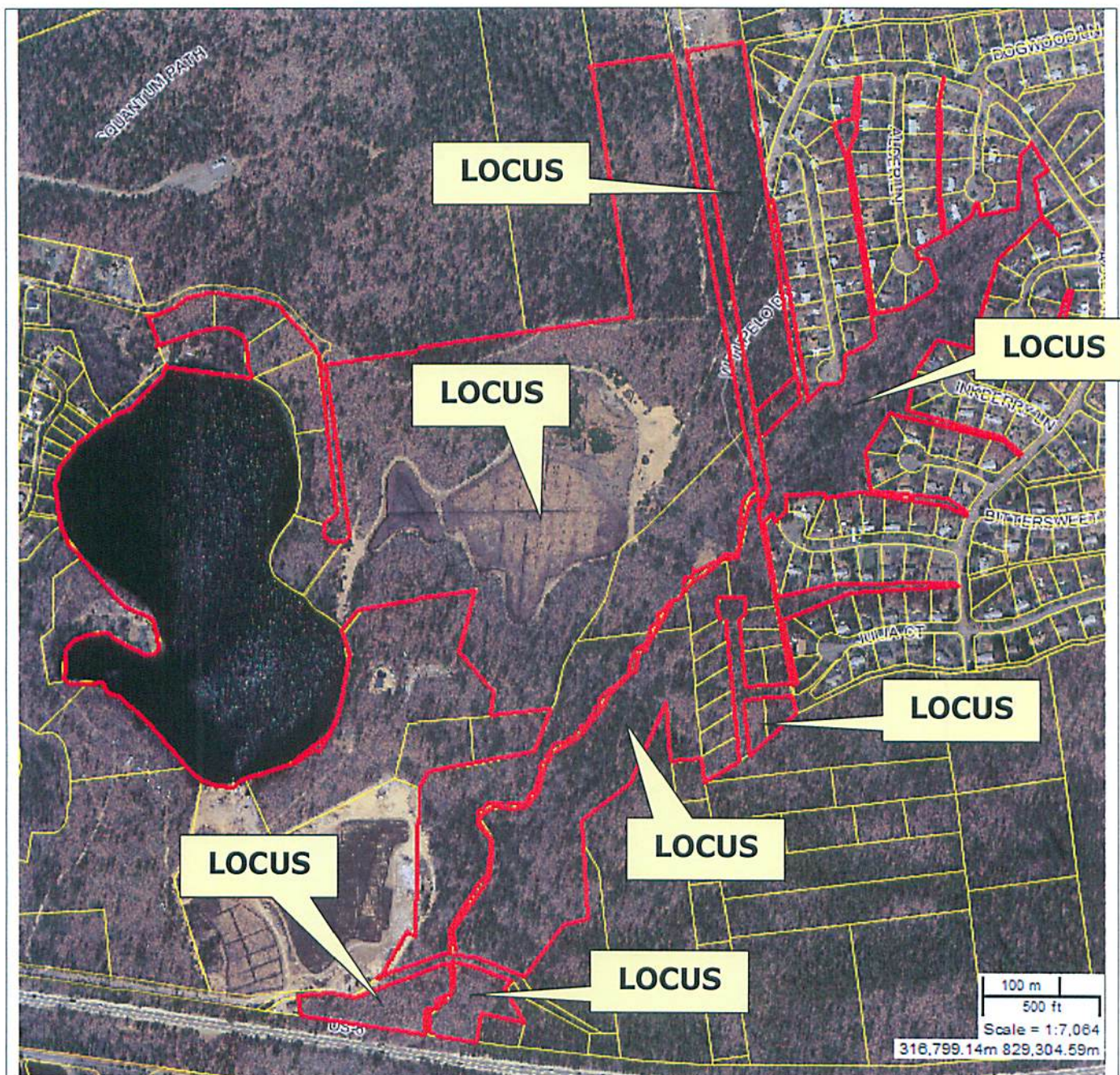


Source: http://maps.massgis.state.ma.us/PRI_EST_HAB/viewer

Robbins Pond / Herring River & Great Swamp Bog - Appendix B-2

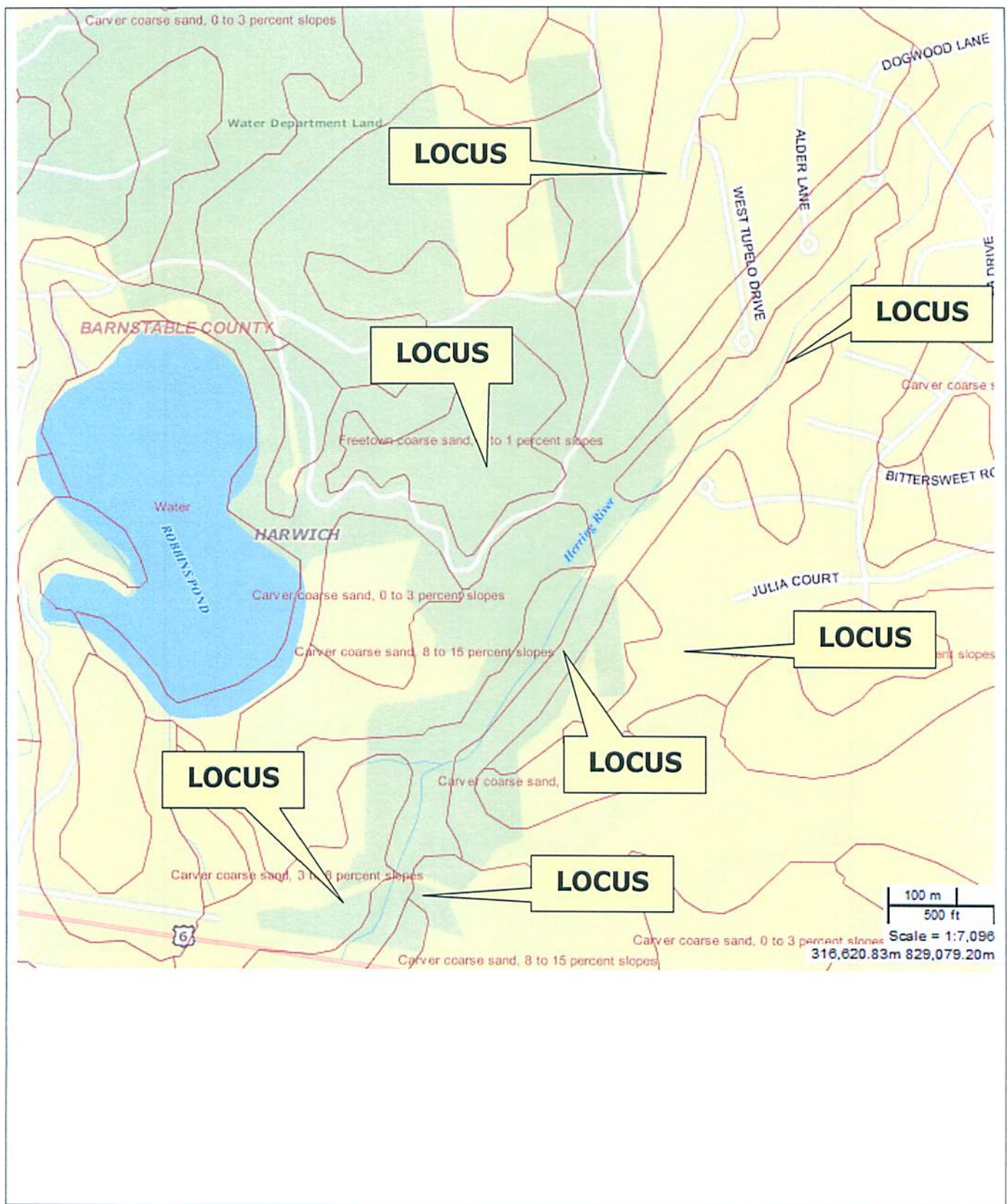
N



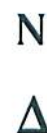


Site Conservation Parcel Map
 Robbins Pond / Herring River & Great Swamp Bog Conservation Area
 Harwich, Massachusetts

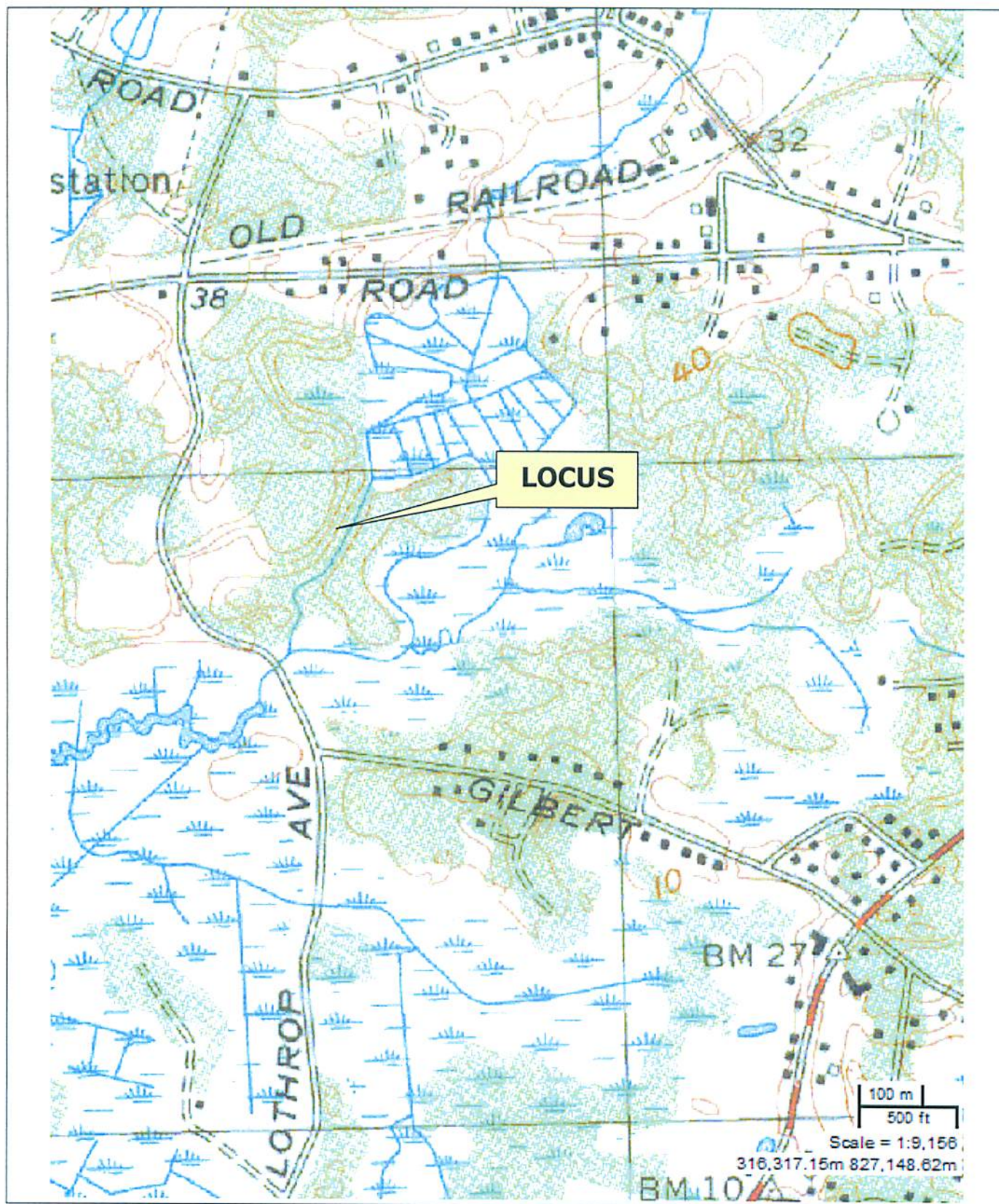




Soils Map
 Robbins Pond / Herring River & Great Swamp Bog Conservation Area
 Harwich, Massachusetts



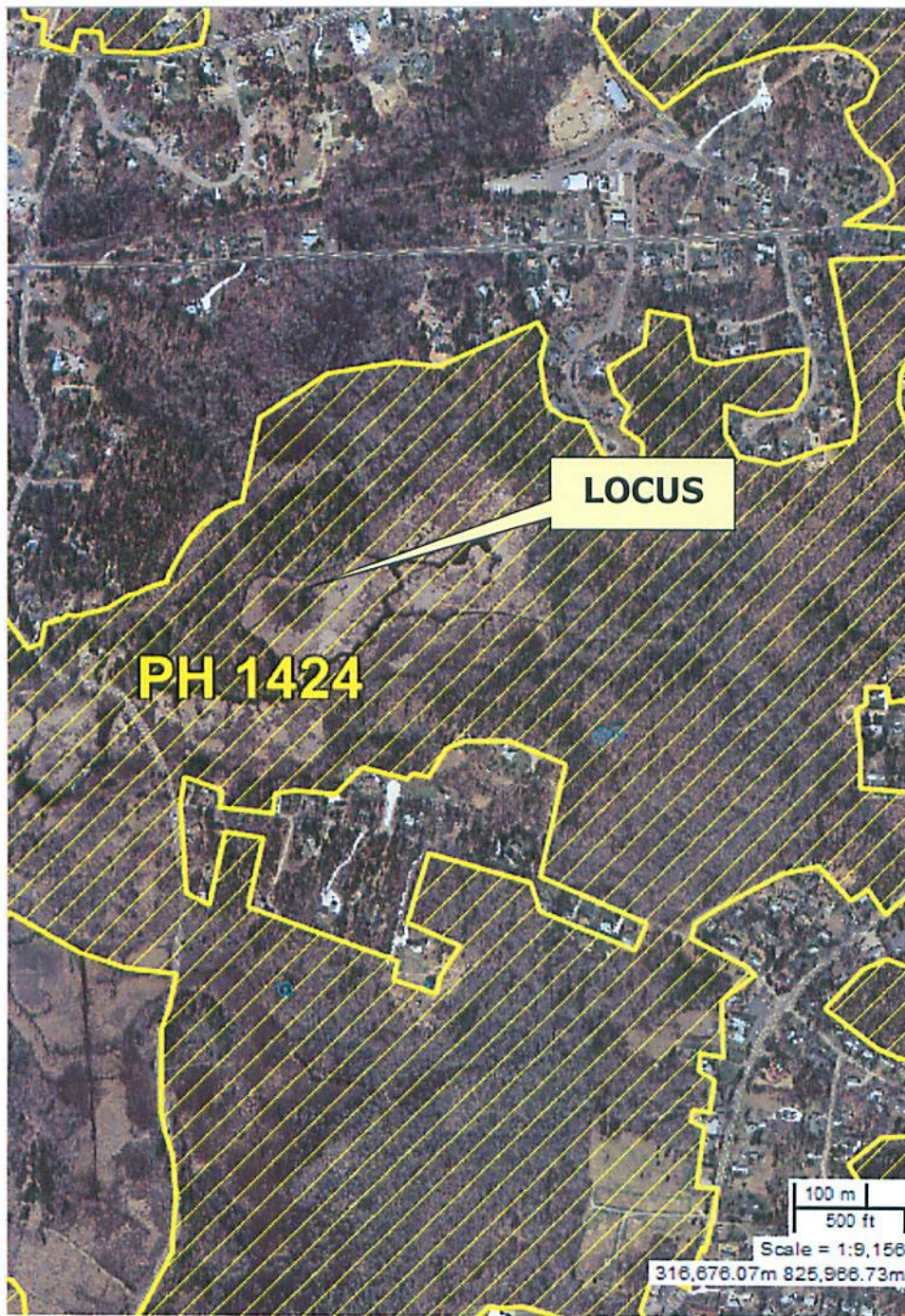
Appendix C
Slowatyki Property



Site LOCUS Map
 Slowatyki Property
 Harwich, Massachusetts



2008 Priority Habitat and Estimated Habitat Natural Heritage & Endangered Species Program



Potential Vernal Pools



NHESP Priority Habitats of Rare Species



NHESP Estimated Habitats of Rare Wildlife



NHESP Certified Vernal Pools



USGS Color Ortho Imagery 2009 30cm

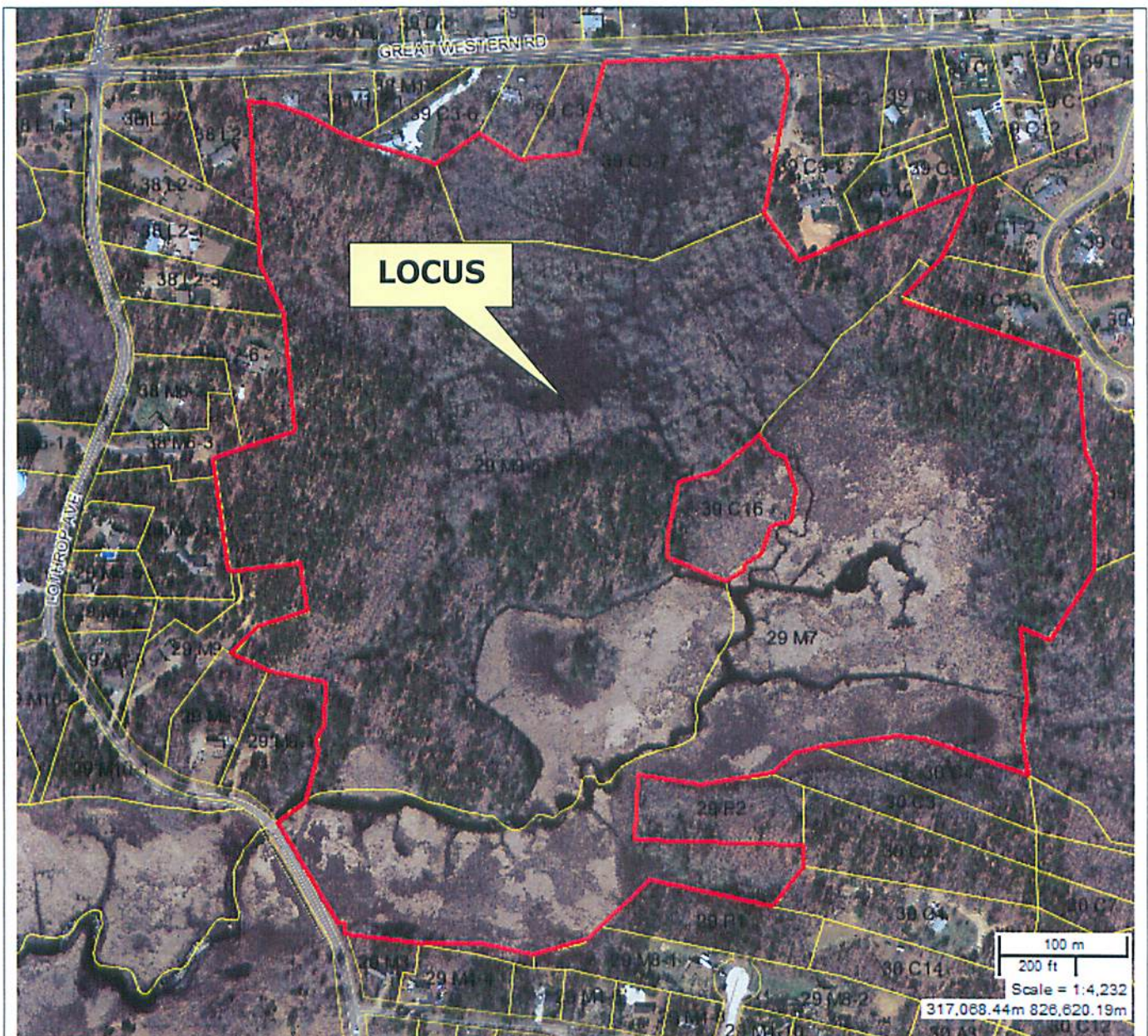


2008 MASS GIS ONLINE MAPING: PRIORITY & ESTIMATED HABITAT
Slowatyki Property
Harwich, Massachusetts



N

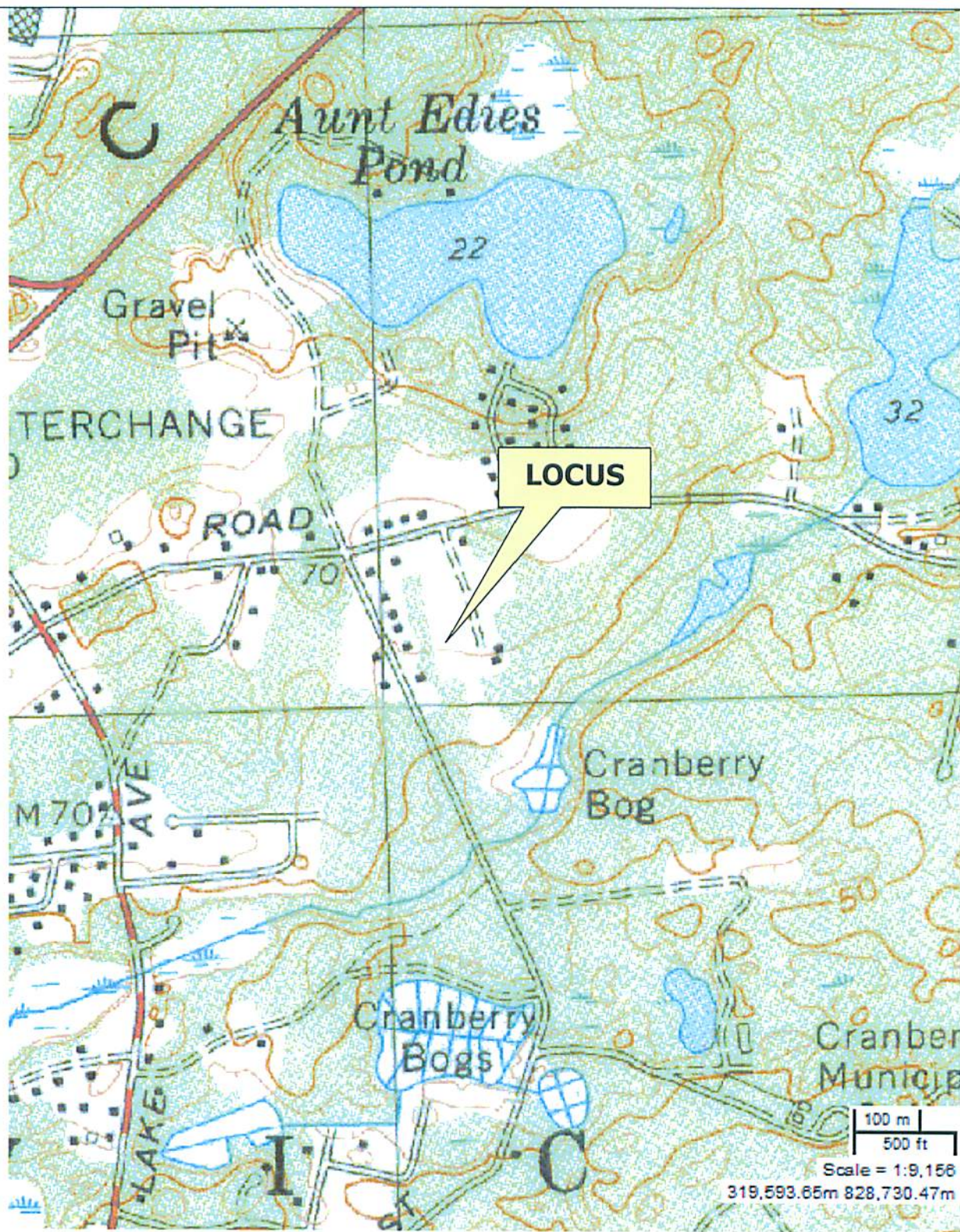




Site Conservation Parcel Map
 Slowatyki Conservation Area
 Harwich, Massachusetts



Appendix D
Texeira Property



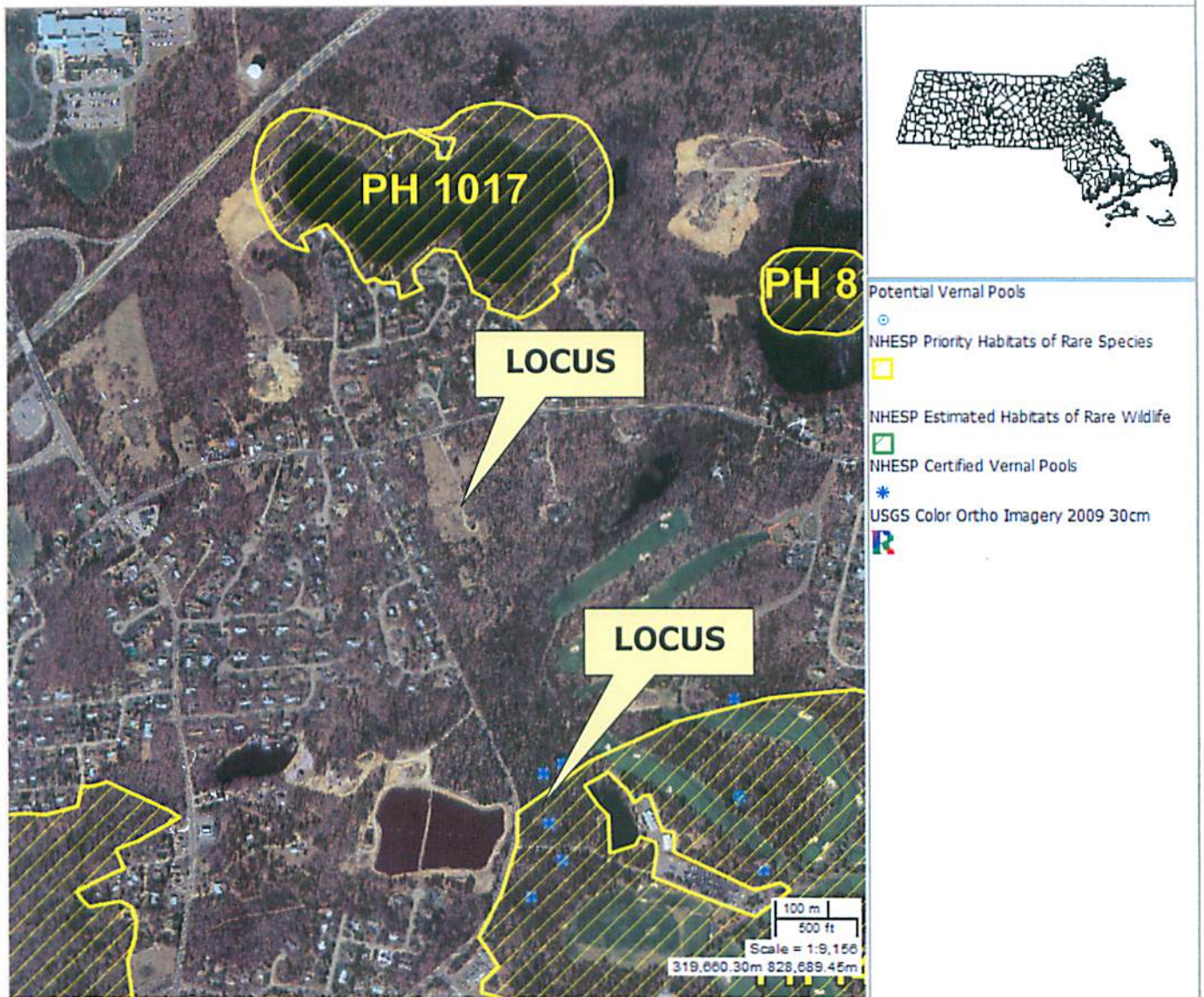
Site LOCUS Map
 Teixeira Property
 Harwich, Massachusetts



Source: USGS Quadrangle Map

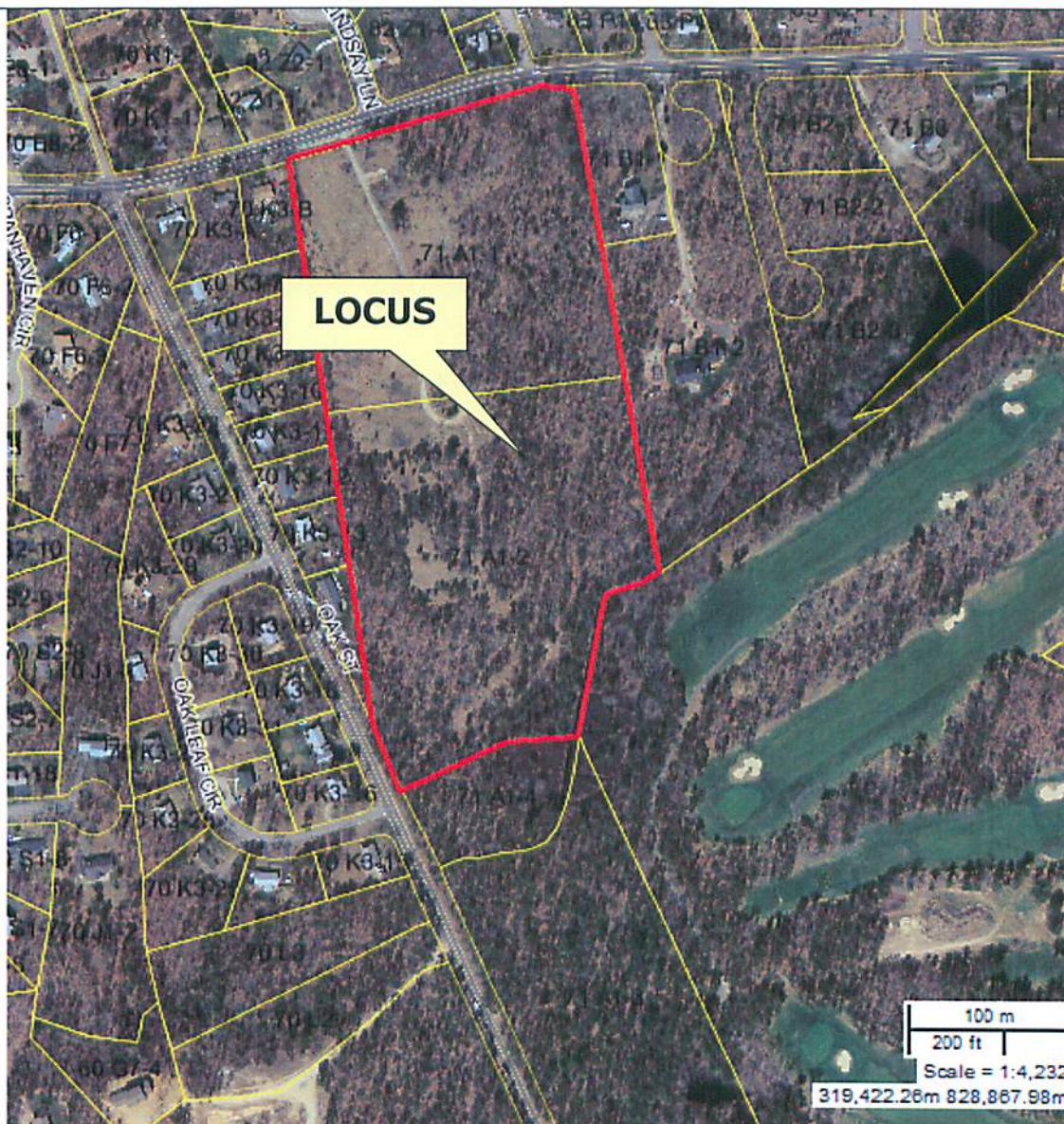
Teixeira Property - Appendix D-1

2008 Priority Habitat and Estimated Habitat Natural Heritage & Endangered Species Program



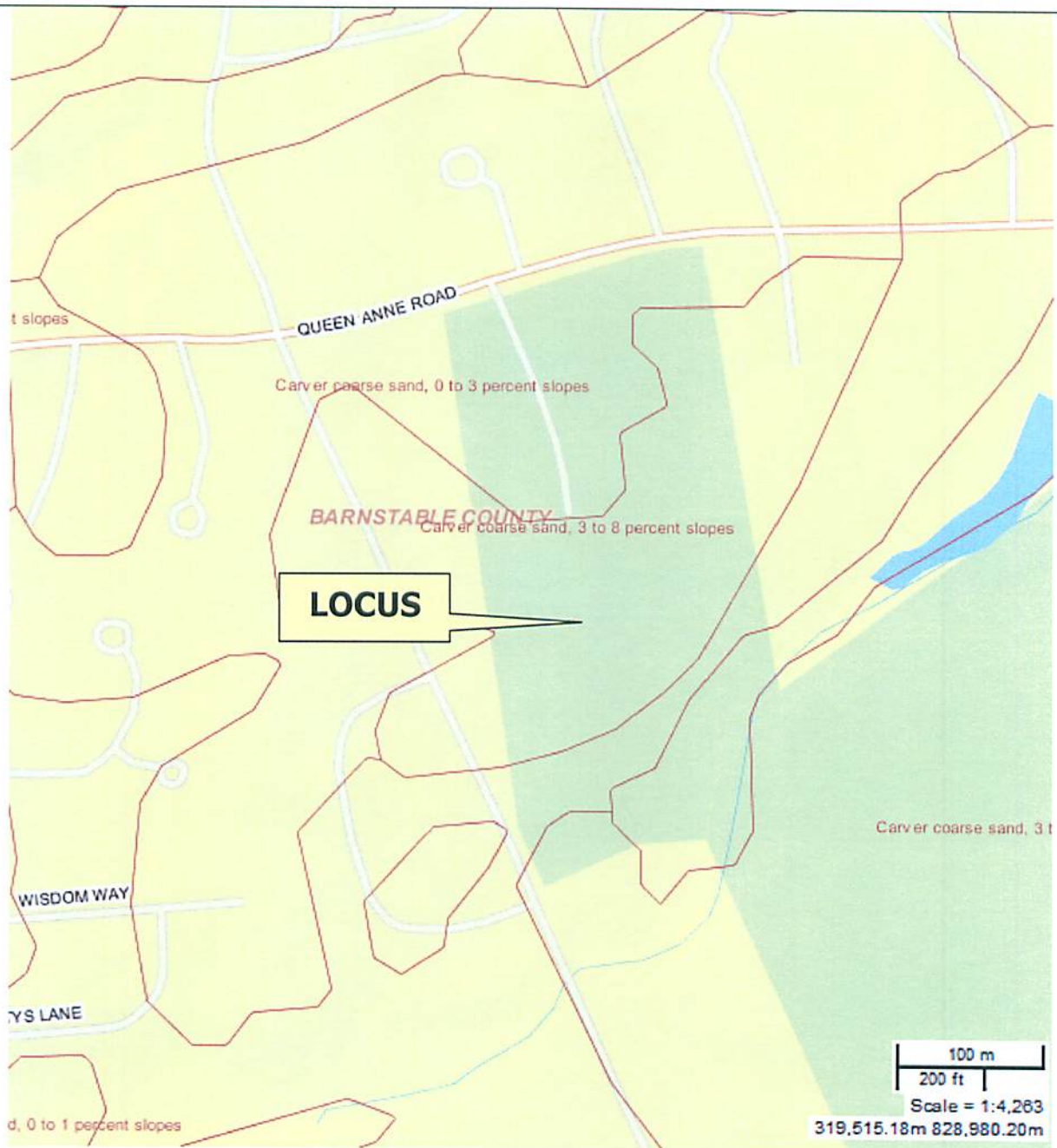
2008 MASS GIS ONLINE MAPING: PRIORITY & ESTIMATED HABITAT
Teixeira Property
Harwich, Massachusetts





Site Conservation Parcel Map
 Teixeira Conservation Area
 Harwich, Massachusetts





Soils Map

Texeira Conservation Area

Harwich, Massachusetts

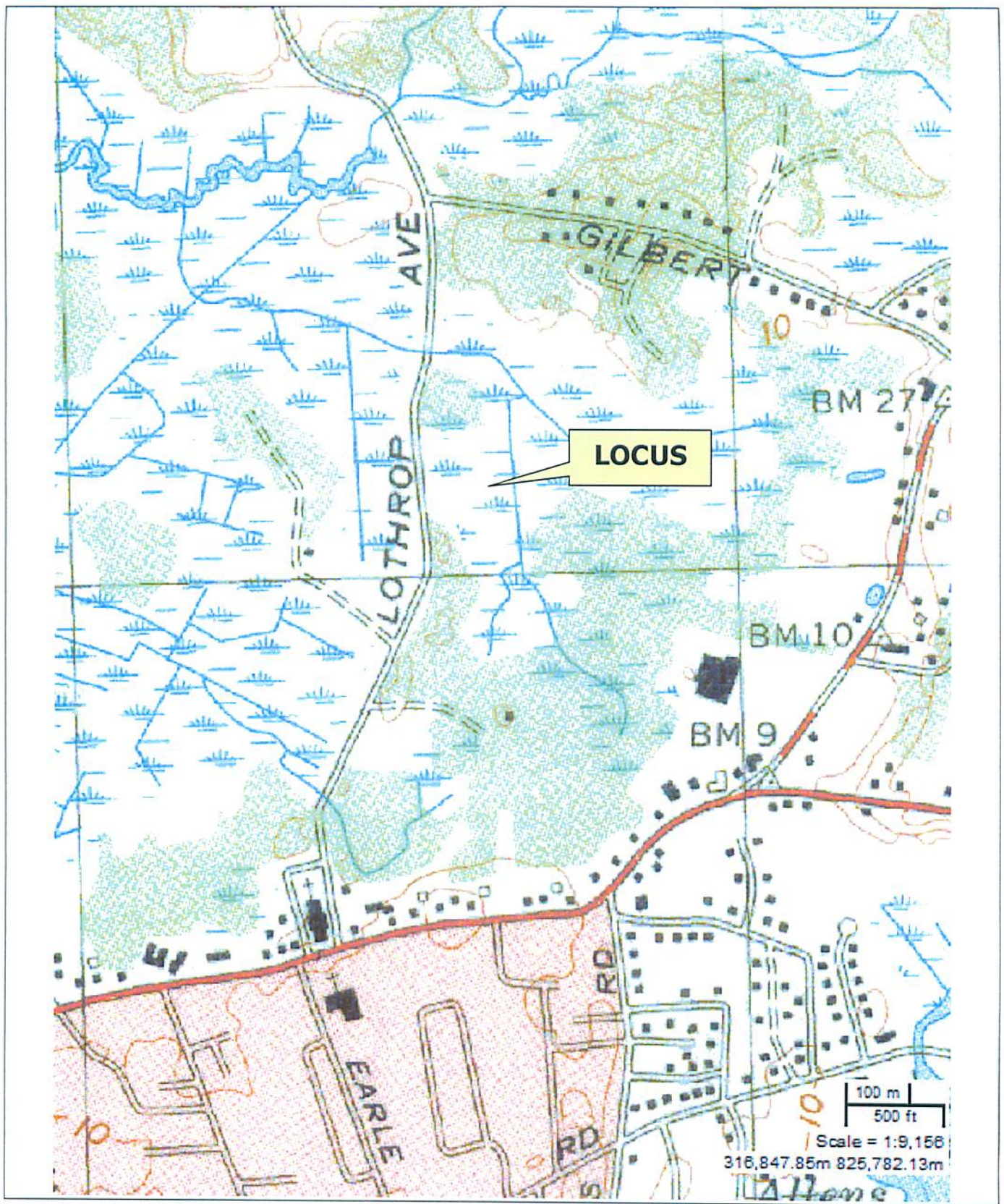


Source: MassGIS

$$\begin{matrix} N \\ \Delta \end{matrix}$$

Texeira Property - Appendix D-4

Appendix E
Lothrop Avenue Parcels



Site LOCUS Map
Lothrop Avenue
Harwich, Massachusetts

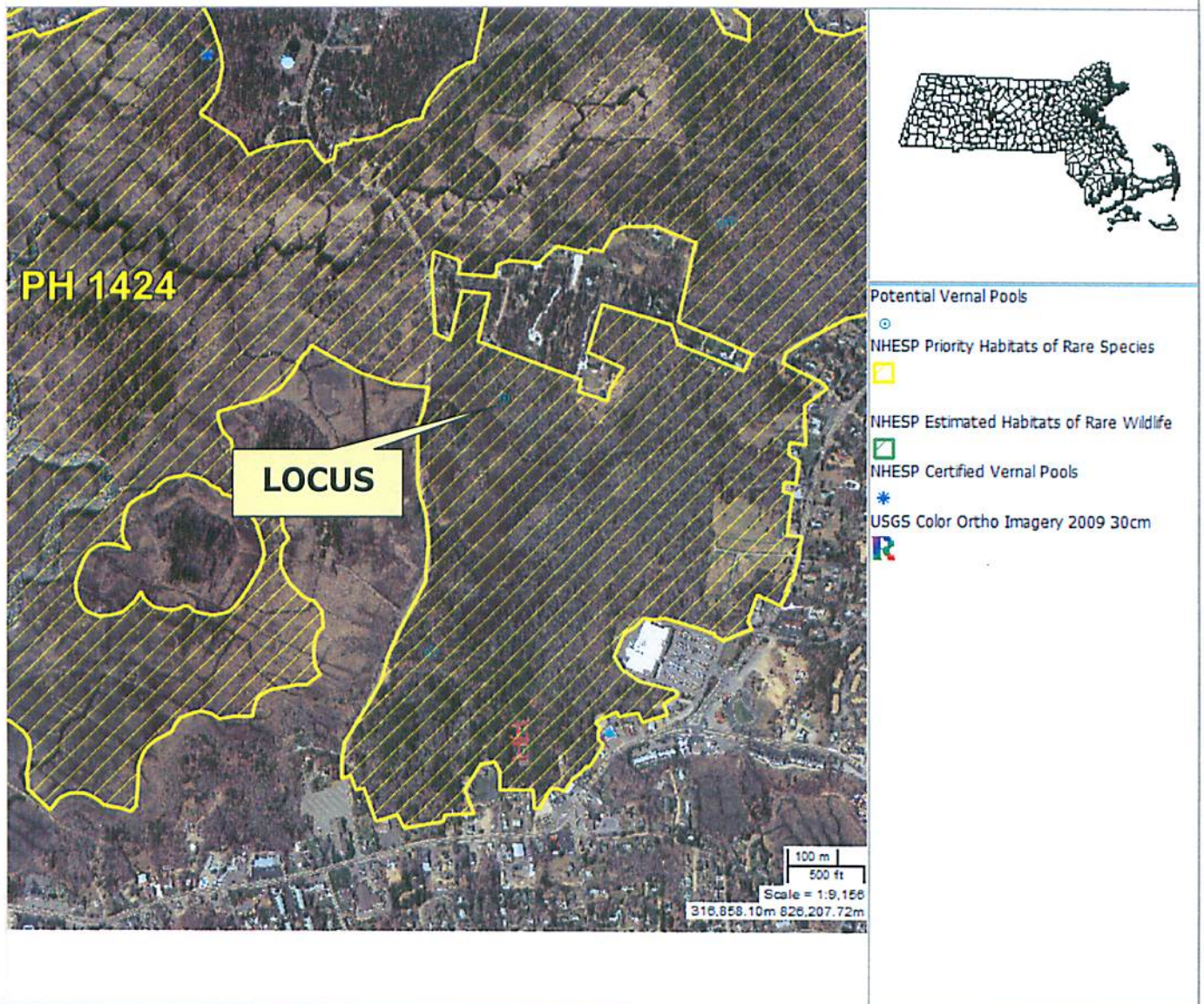


Source: USGS Quadrangle Map



Lothrop Avenue Parcels - Appendix E-1

2008 Priority Habitat and Estimated Habitat Natural Heritage & Endangered Species Program

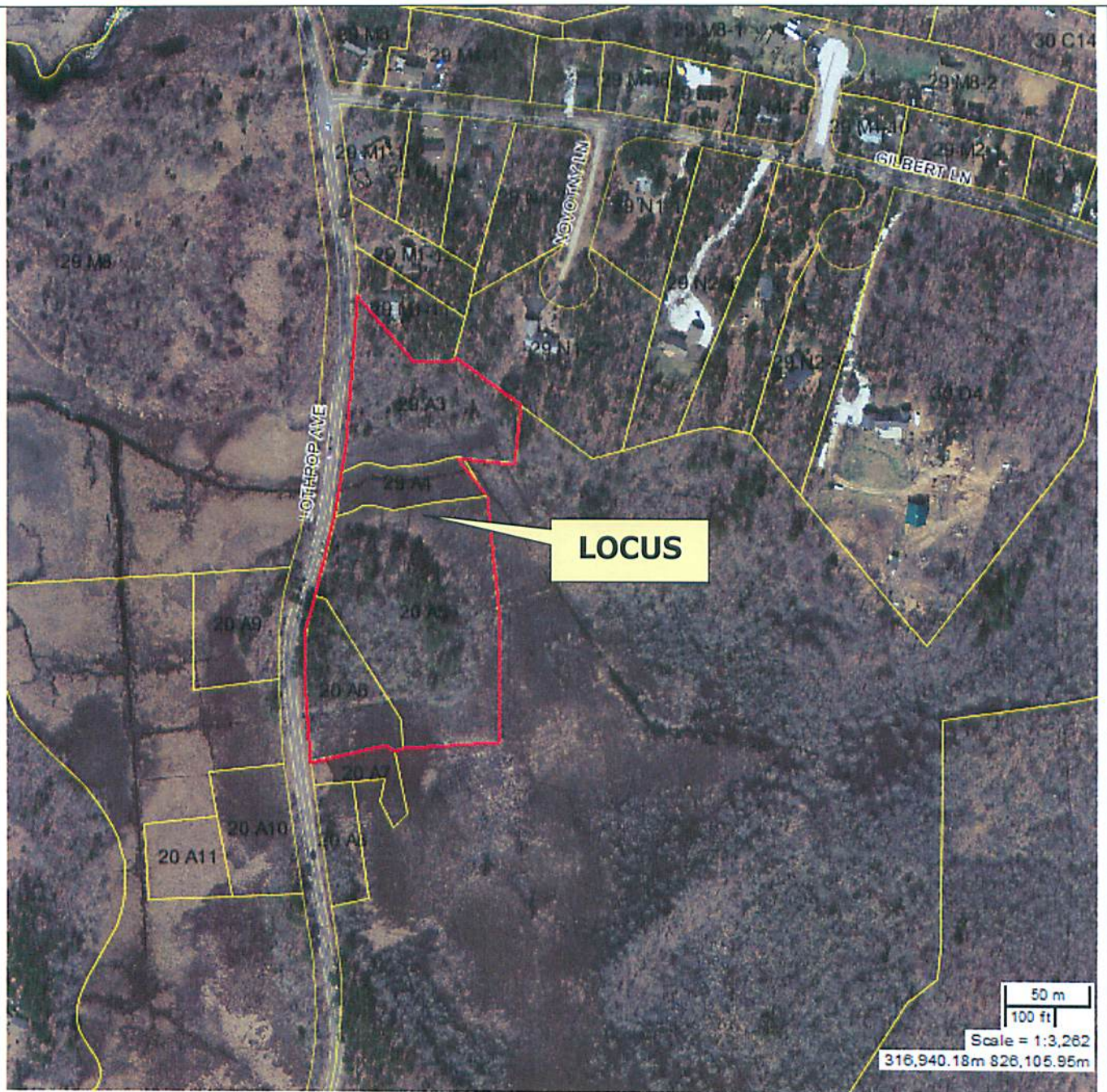


2008 MASS GIS ONLINE MAPING: PRIORITY & ESTIMATED HABITAT
Lothrop Avenue
Harwich, Massachusetts



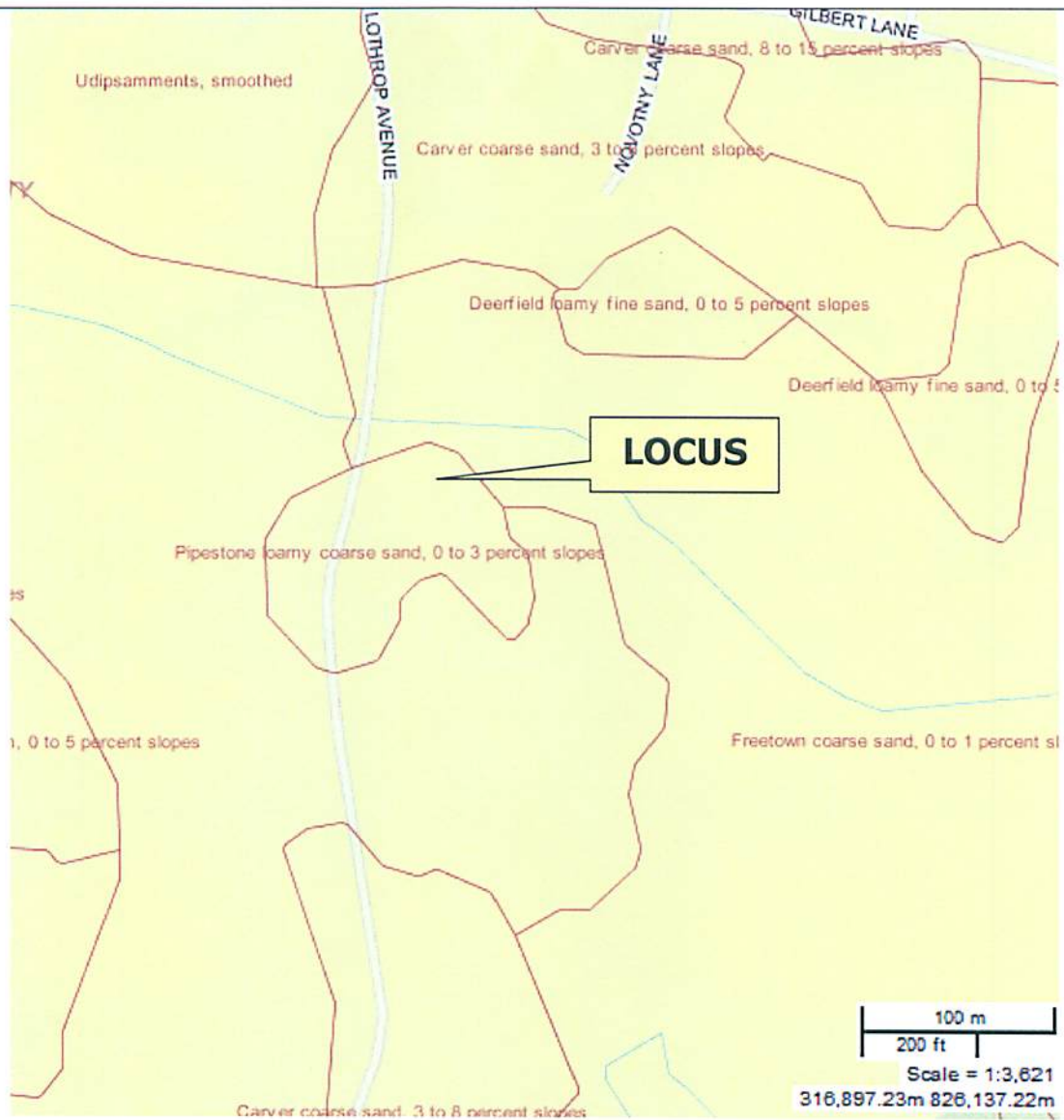
N





Site Conservation Parcel Map
Lothrop Avenue Conservation Area
Harwich, Massachusetts



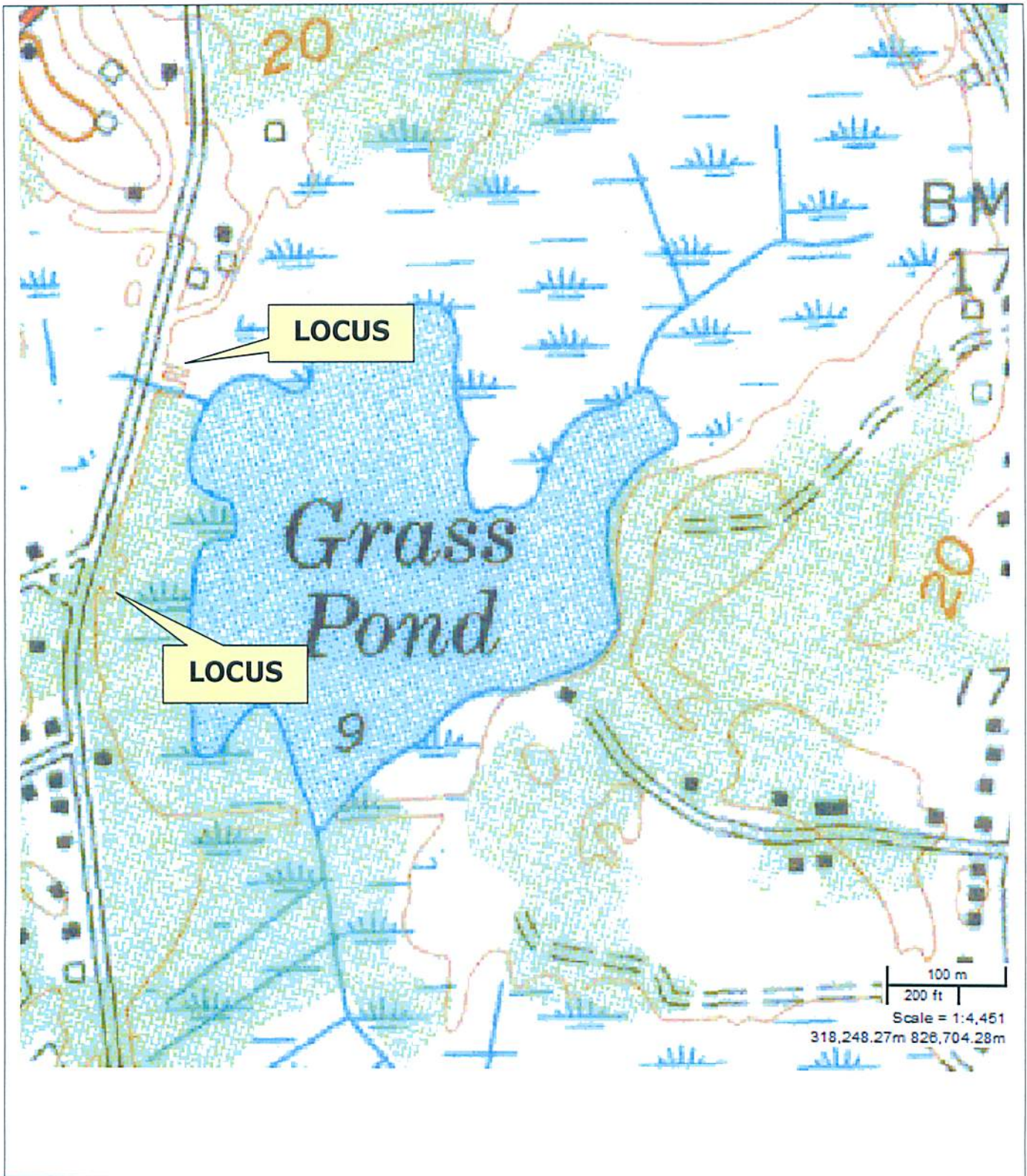


Soils Map
Lothrop Avenue Conservation Area
Harwich, Massachusetts



Appendix F

Grass Pond



Site LOCUS Map
Grass Pond
Harwich, Massachusetts

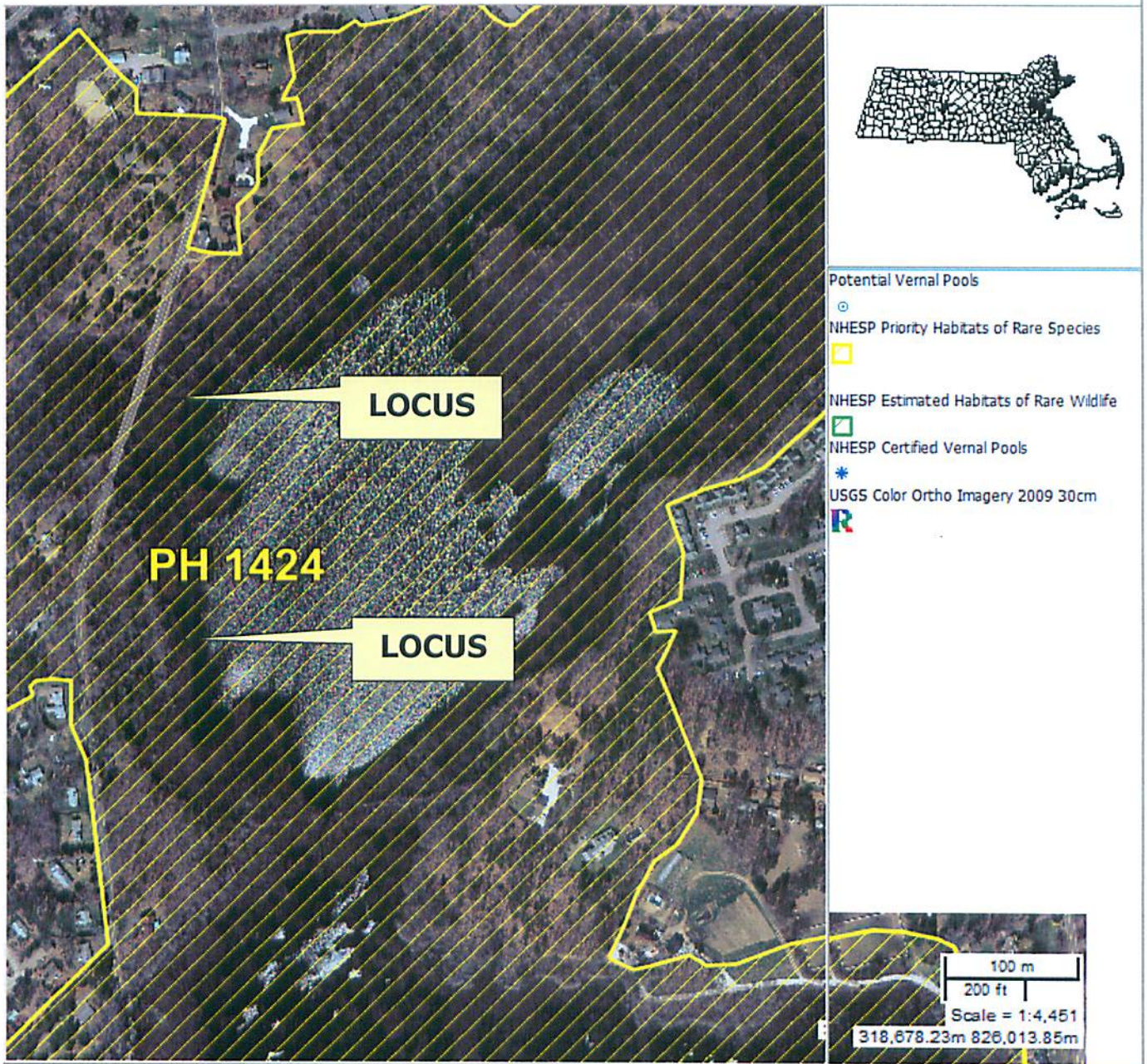


Source: USGS Quadrangle Map



Grass Pond - Appendix F-1

2008 Priority Habitat and Estimated Habitat Natural Heritage & Endangered Species Program

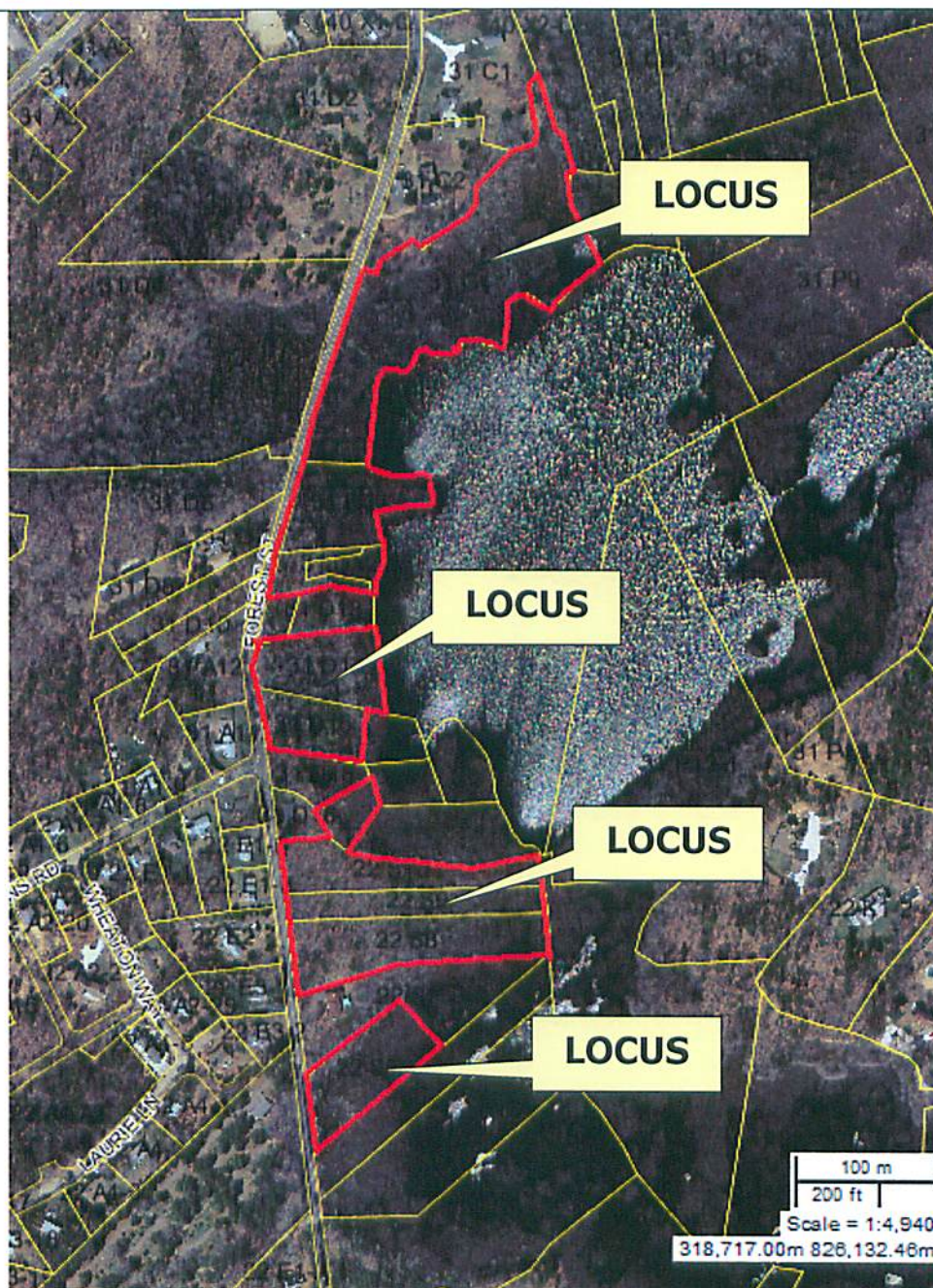


2008 MASS GIS ONLINE MAPING: PRIORITY & ESTIMATED HABITAT
Grass Pond
Harwich, Massachusetts



N





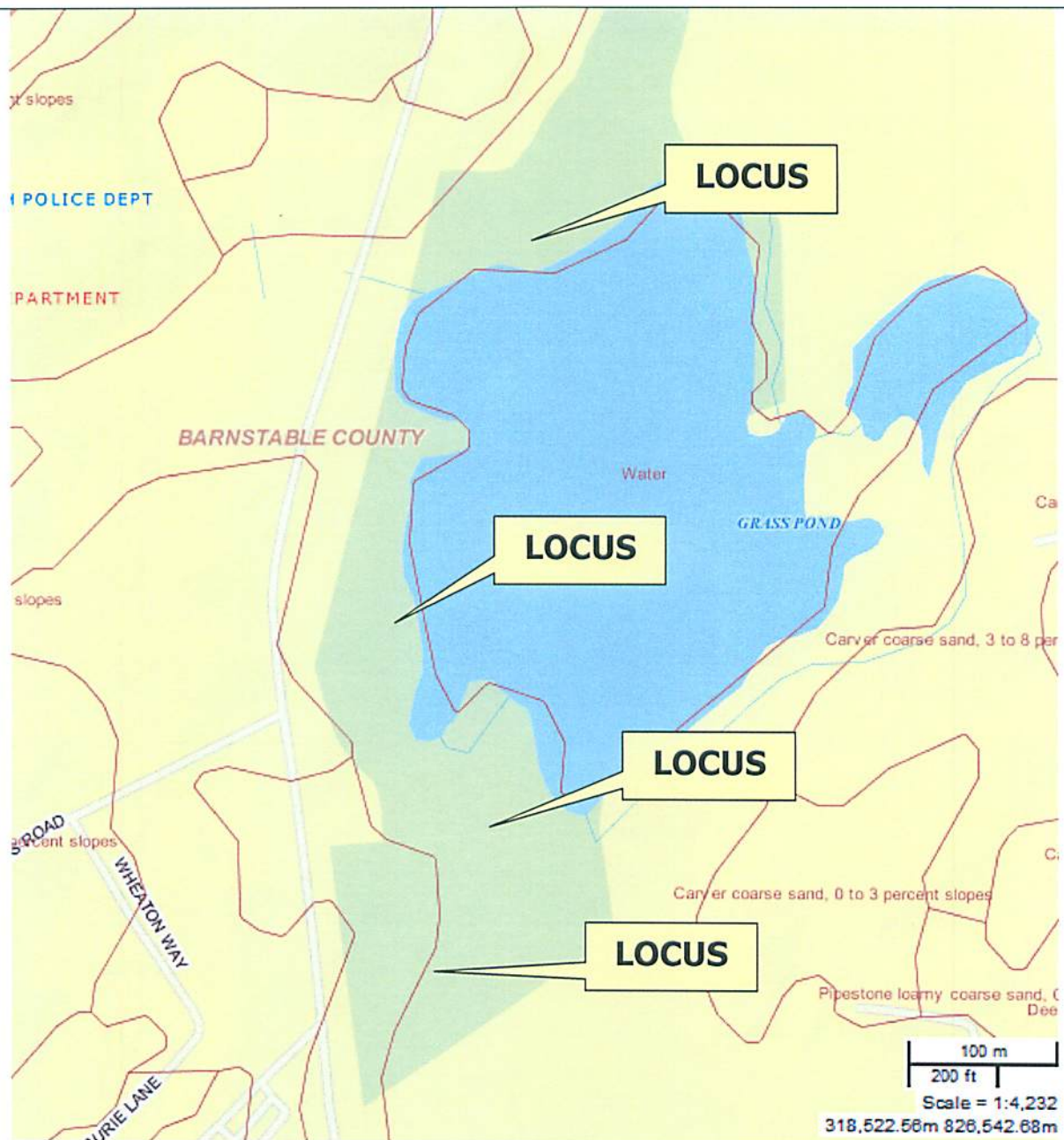
Site Conservation Parcel Map
Grass Pond Conservation Area
Harwich, Massachusetts



Source: MassGIS



Grass Pond - Appendix F-3



Soils Map
Grass Pond Conservation Area
Harwich, Massachusetts



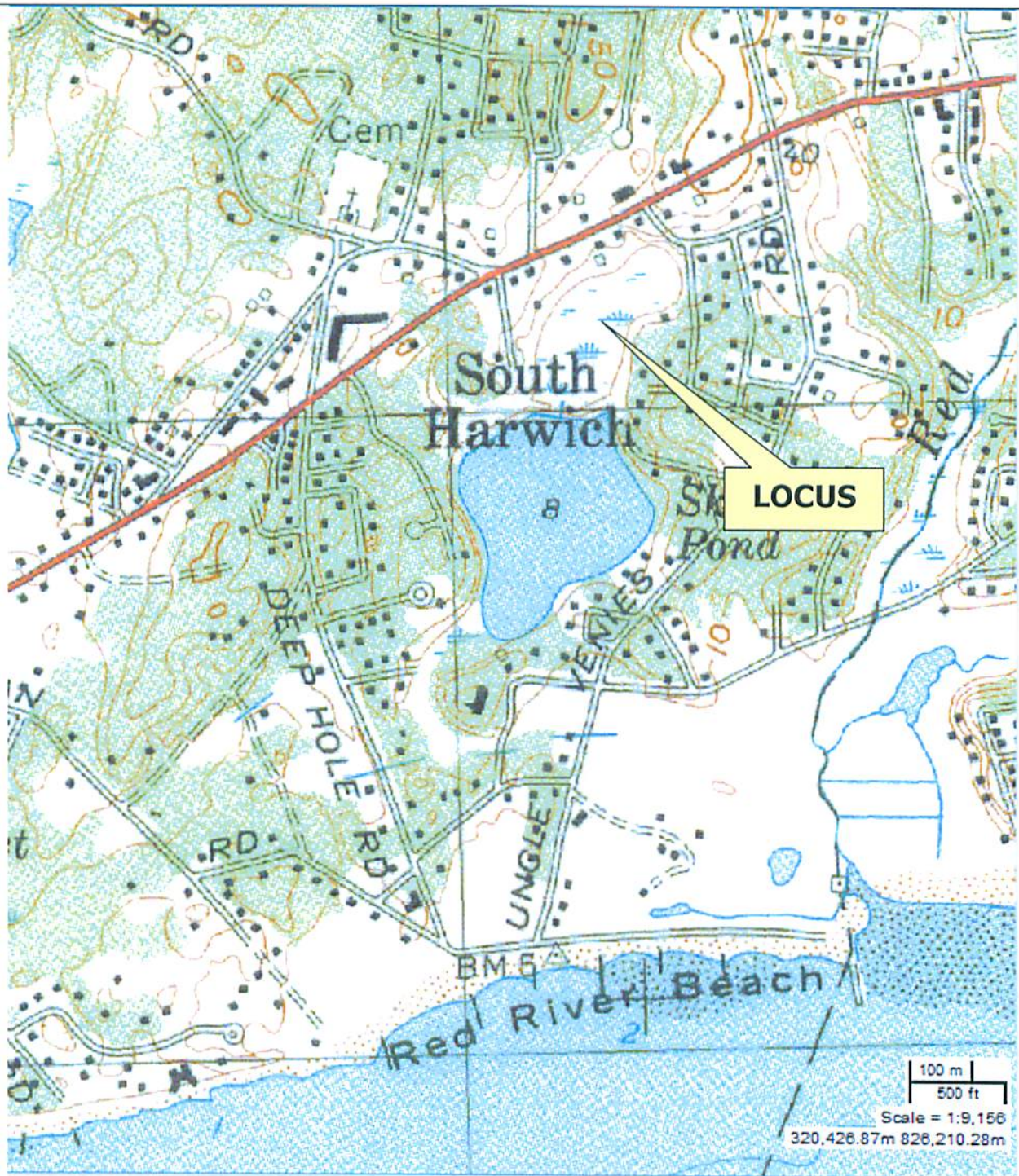
Source: MassGIS



Grass Pond - Appendix F-4

Appendix G

Skinequit Pond

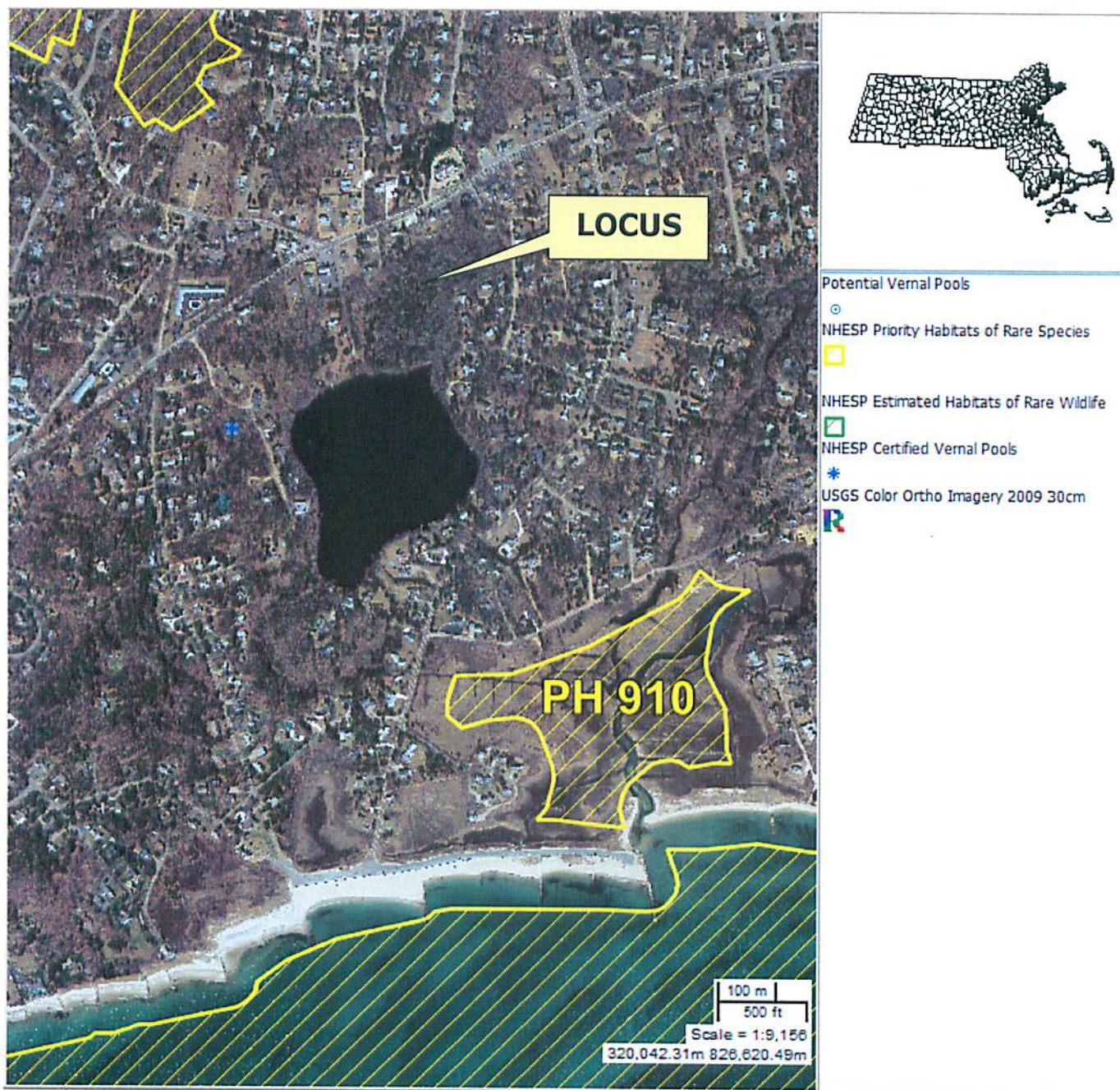


Site LOCUS Map
 Skinequit Pond
 Harwich, Massachusetts



N
 Δ

2008 Priority Habitat and Estimated Habitat Natural Heritage & Endangered Species Program

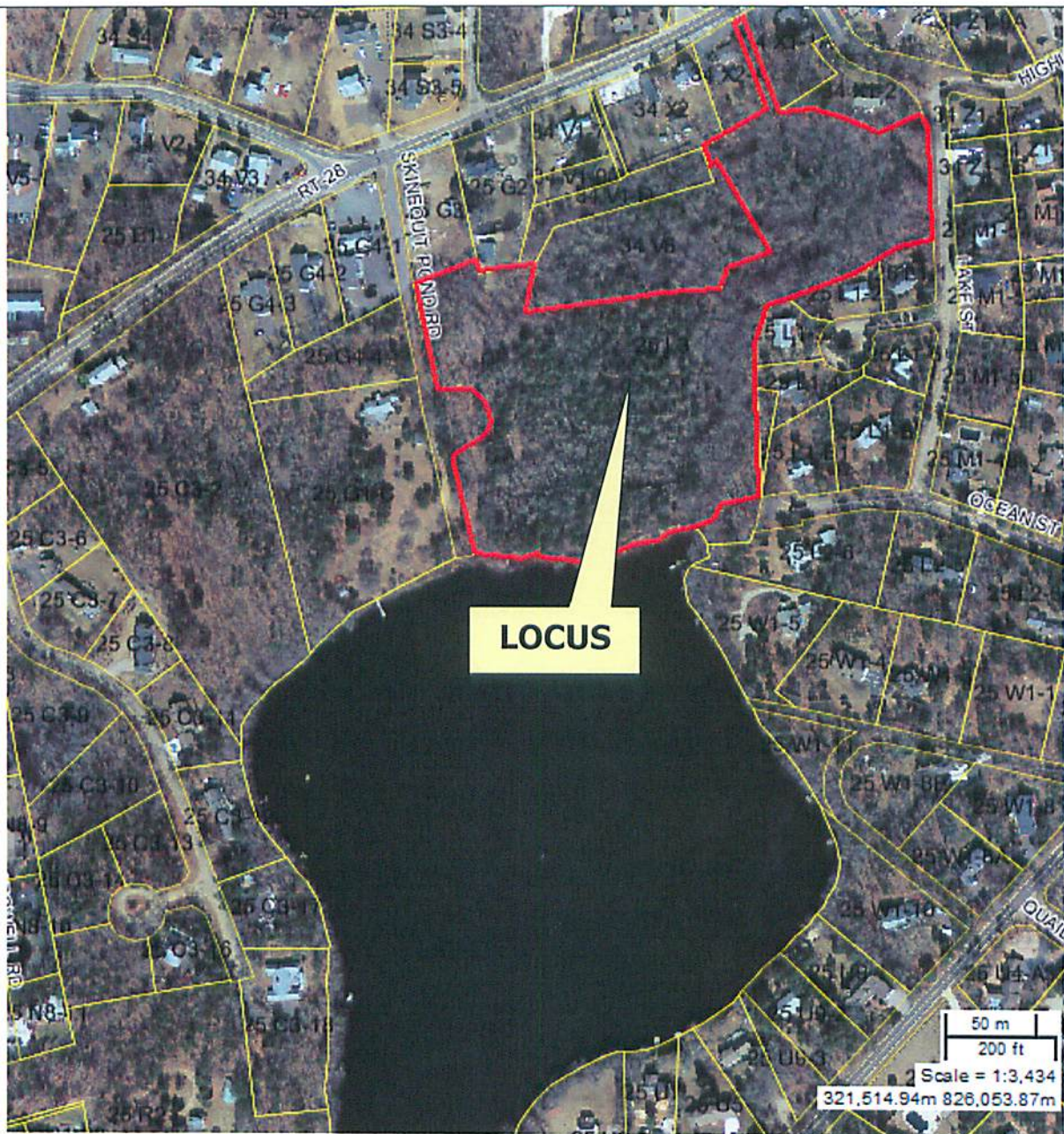


2008 MASS GIS ONLINE MAPING: PRIORITY & ESTIMATED HABITAT
Skinequit Pond
Harwich, Massachusetts



N





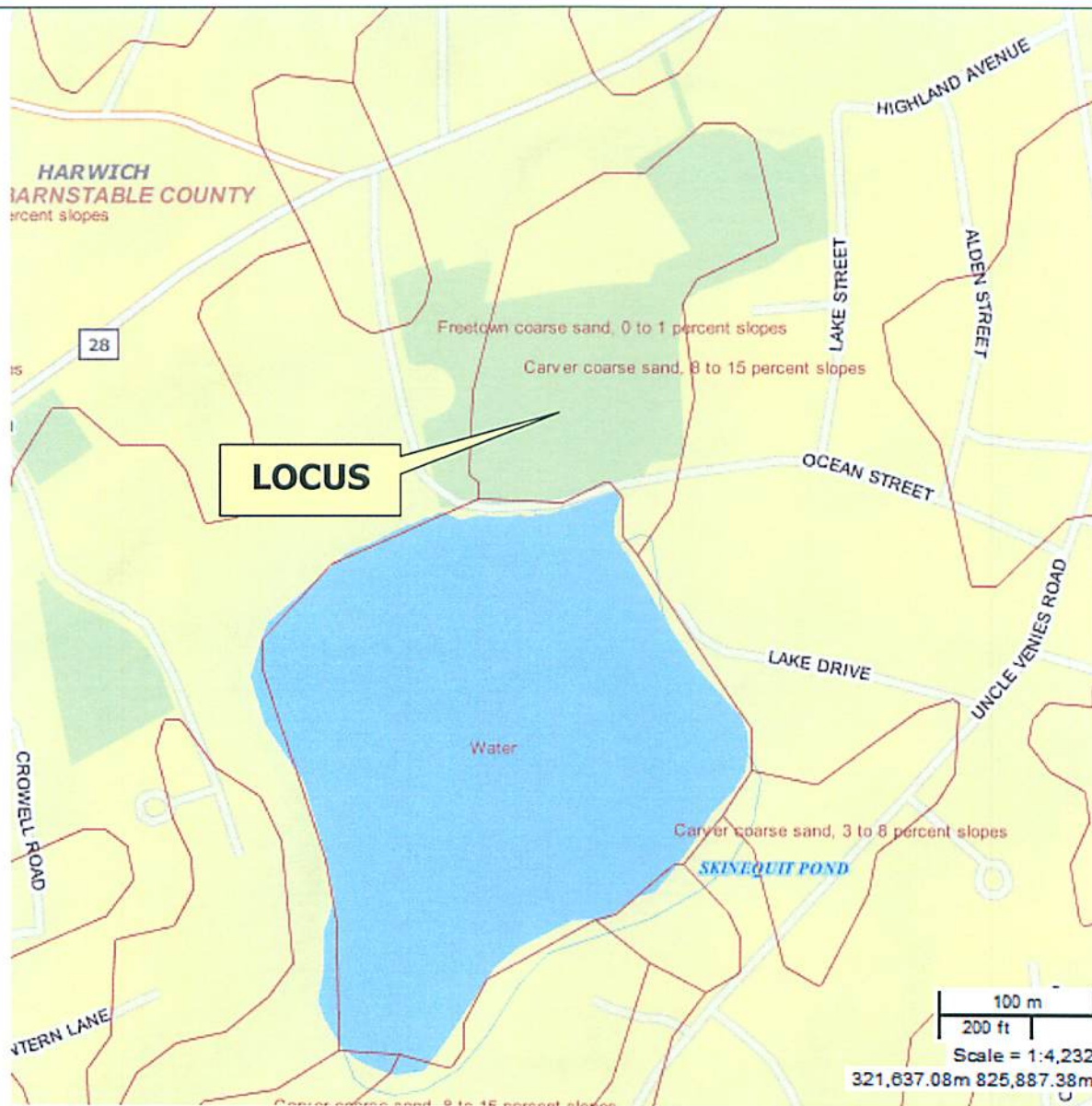
Site Conservation Parcel Map
Skinequit Conservation Area
Harwich, Massachusetts



Source: MassGIS



Skinequit Pond - Appendix G-3



Soils Map
 Skinequit Conservation Area
 Harwich, Massachusetts

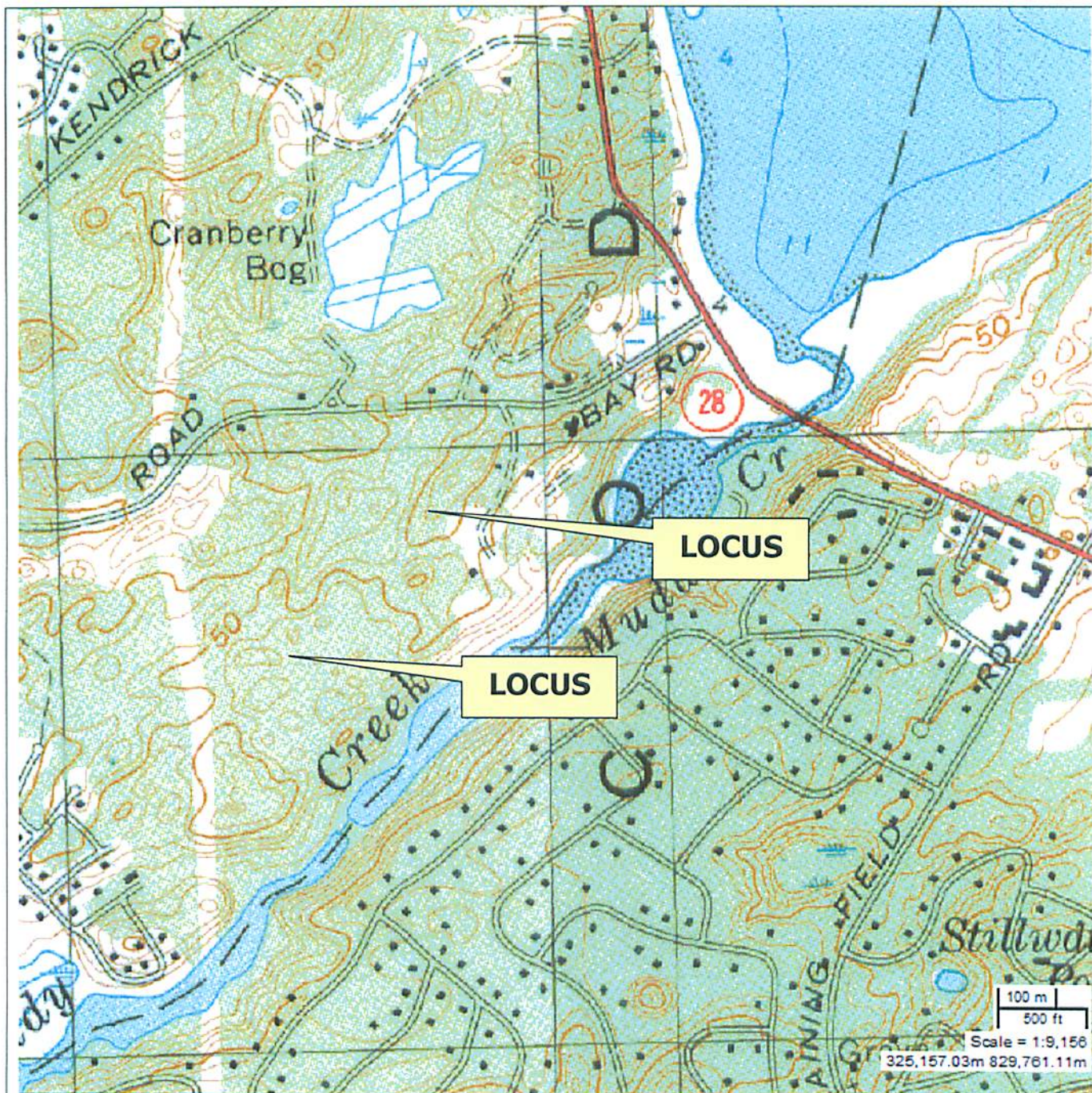


Source: MassGIS



Skinequit Pond - Appendix G-4

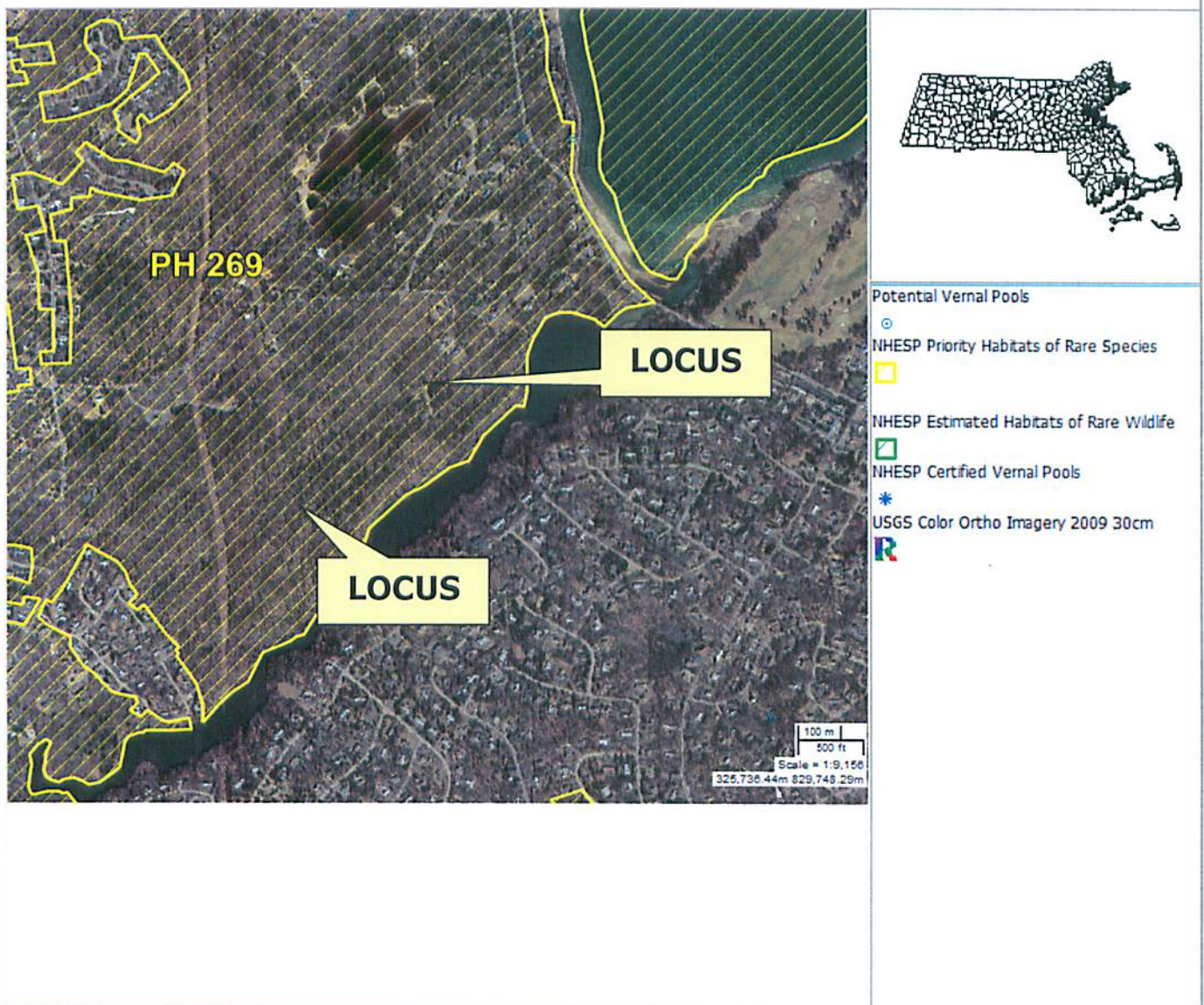
Appendix H
Monomoy River – Isabella Smith Property



Site LOCUS Map
Isabella Smith Property on Monomoy River
Harwich, Massachusetts

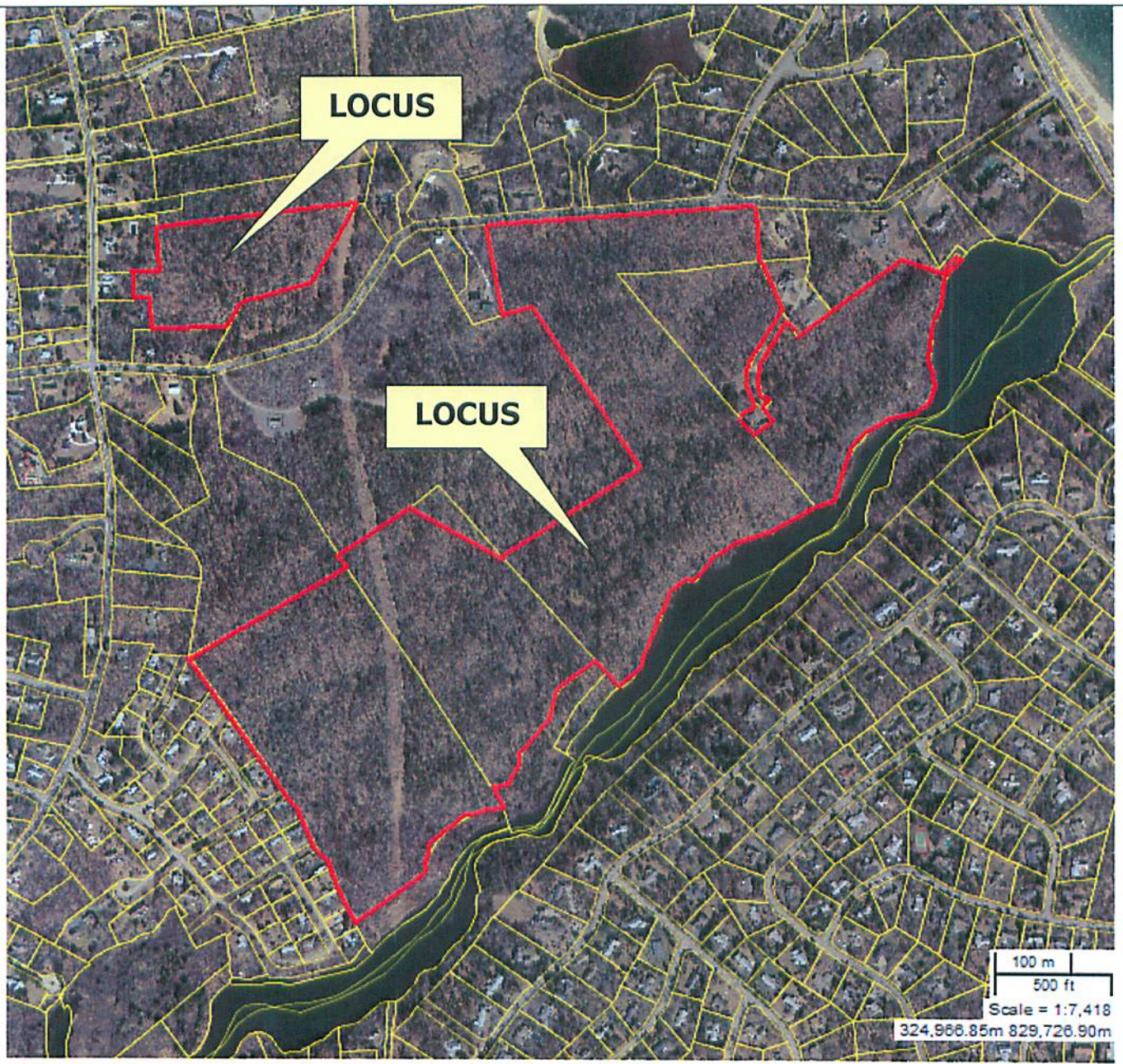


2008 Priority Habitat and Estimated Habitat Natural Heritage & Endangered Species Program



2008 MASS GIS ONLINE MAPING: PRIORITY & ESTIMATED HABITAT
Isabella Smith Property on Monomoy River
Harwich, Massachusetts





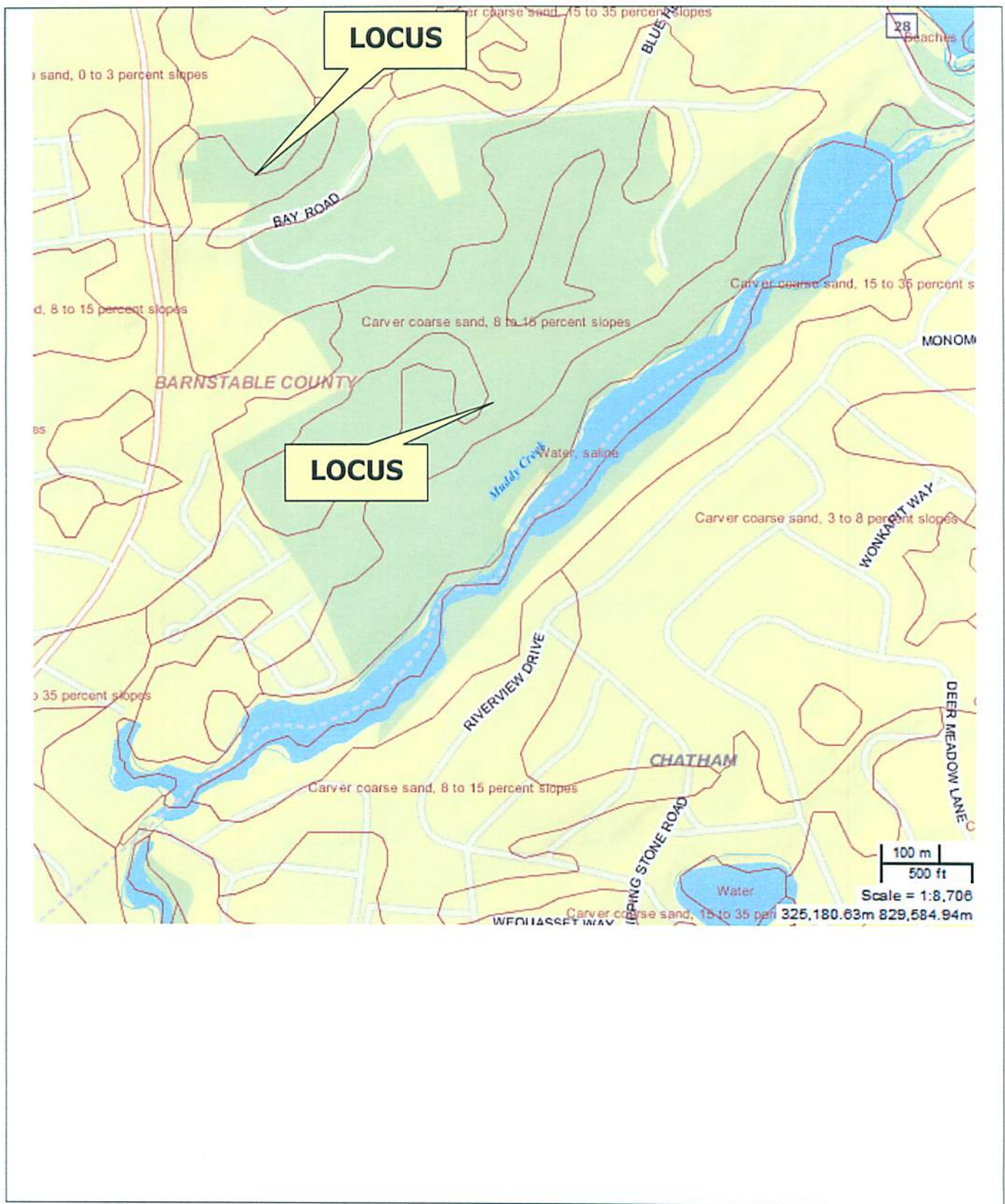
Site Conservation Parcel Map
Isabella Smith Conservation Area
Harwich, Massachusetts



Source: MassGIS



Isabella Smith Property - Appendix H-3



Soils Map
Isabella Smith Conservation Area
Harwich, Massachusetts

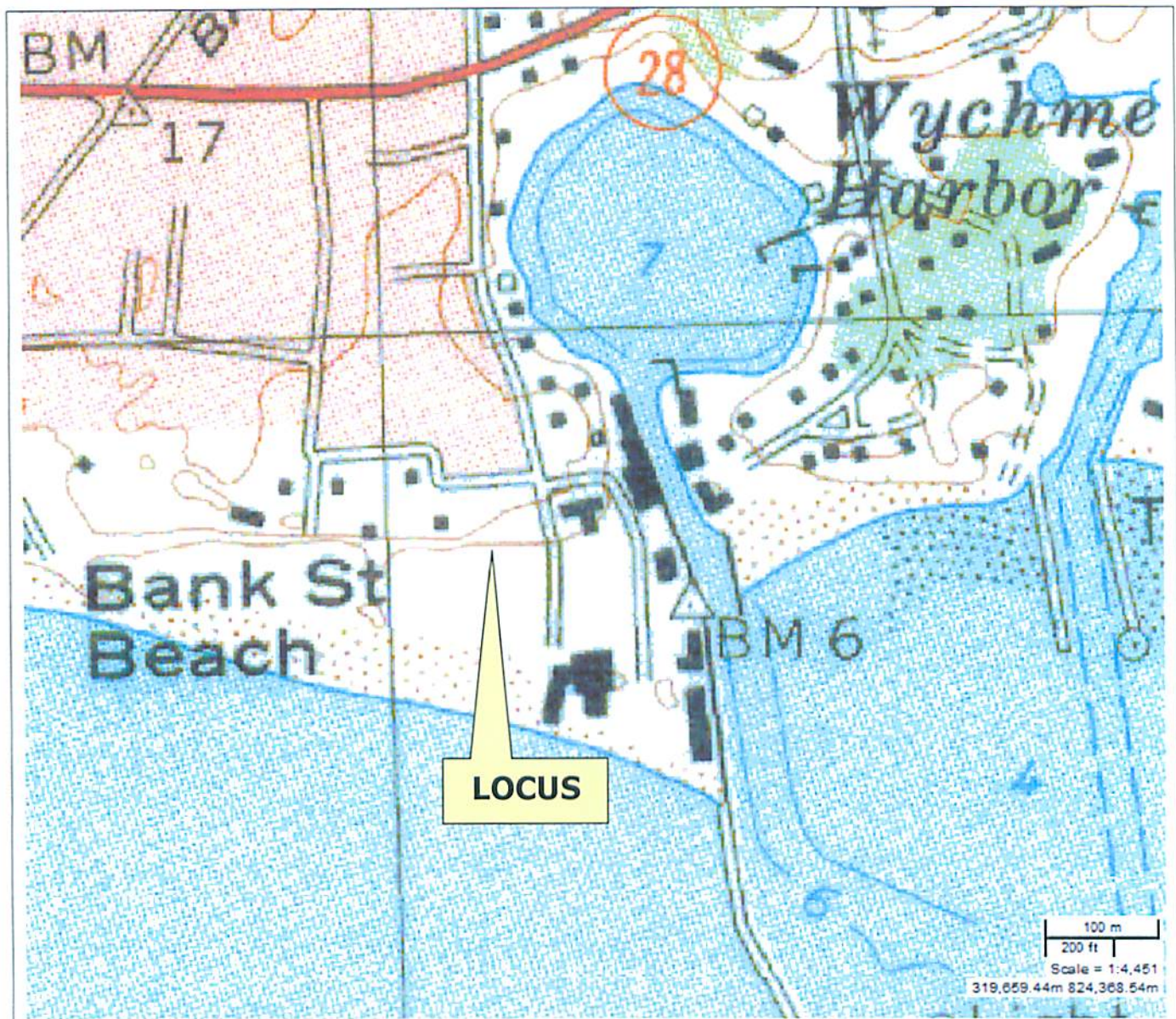




<p>MONOMOY RIVER - ISABELLA SMITH PROPERTY</p> <p>Management Activities Map</p> <p>Harwich, Massachusetts</p> <p>Appendix H-5</p>		<p>Sources:</p> <ul style="list-style-type: none"> MassGIS: 2005, 2007 MADEP: 2007 MADOT: 2010 BSC Group Inc. Field Survey <p>BSC GROUP</p>
<p>Scale:</p> <p>1 inch = 500 feet</p> <p>(Page size 8.5 X 11)</p> <p>0 225 450</p> <p>Feet</p>	<p>Legend</p> <ul style="list-style-type: none"> Knotweed DEP Wetlands Phragmites to be Removed Town Boundary Trails 	

Appendix I

Merckel Beach



Site LOCUS Map
 Merkel Beach
 Harwich, Massachusetts

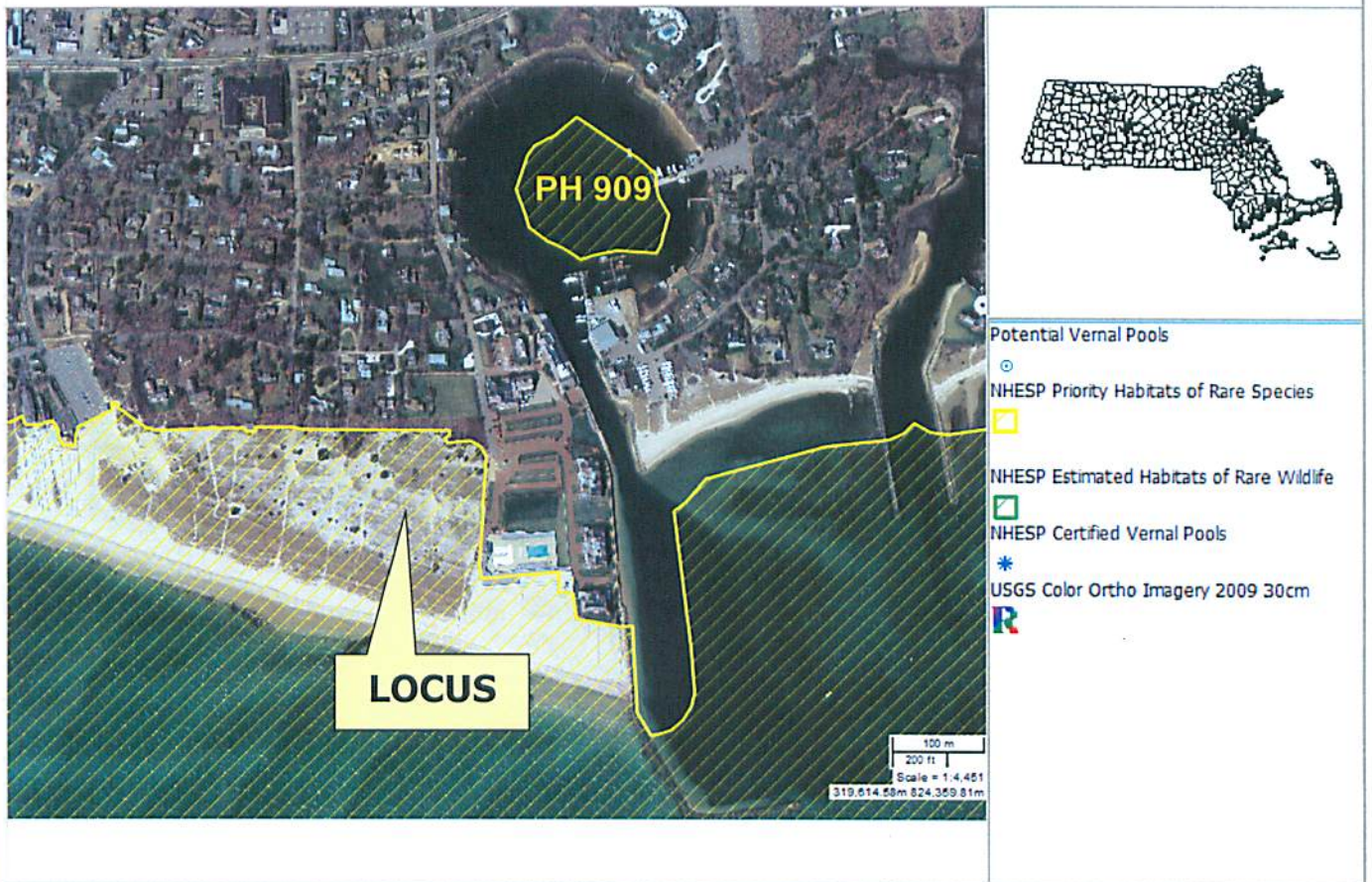


Source: USGS Quadrangle Map



Merckel Beach - Appendix I-1

2008 Priority Habitat and Estimated Habitat Natural Heritage & Endangered Species Program



2008 MASS GIS ONLINE MAPING: PRIORITY & ESTIMATED HABITAT
Merkel Beach
Harwich, Massachusetts





Site Conservation Parcel Map
Merkel Beach Conservation Area
Harwich, Massachusetts

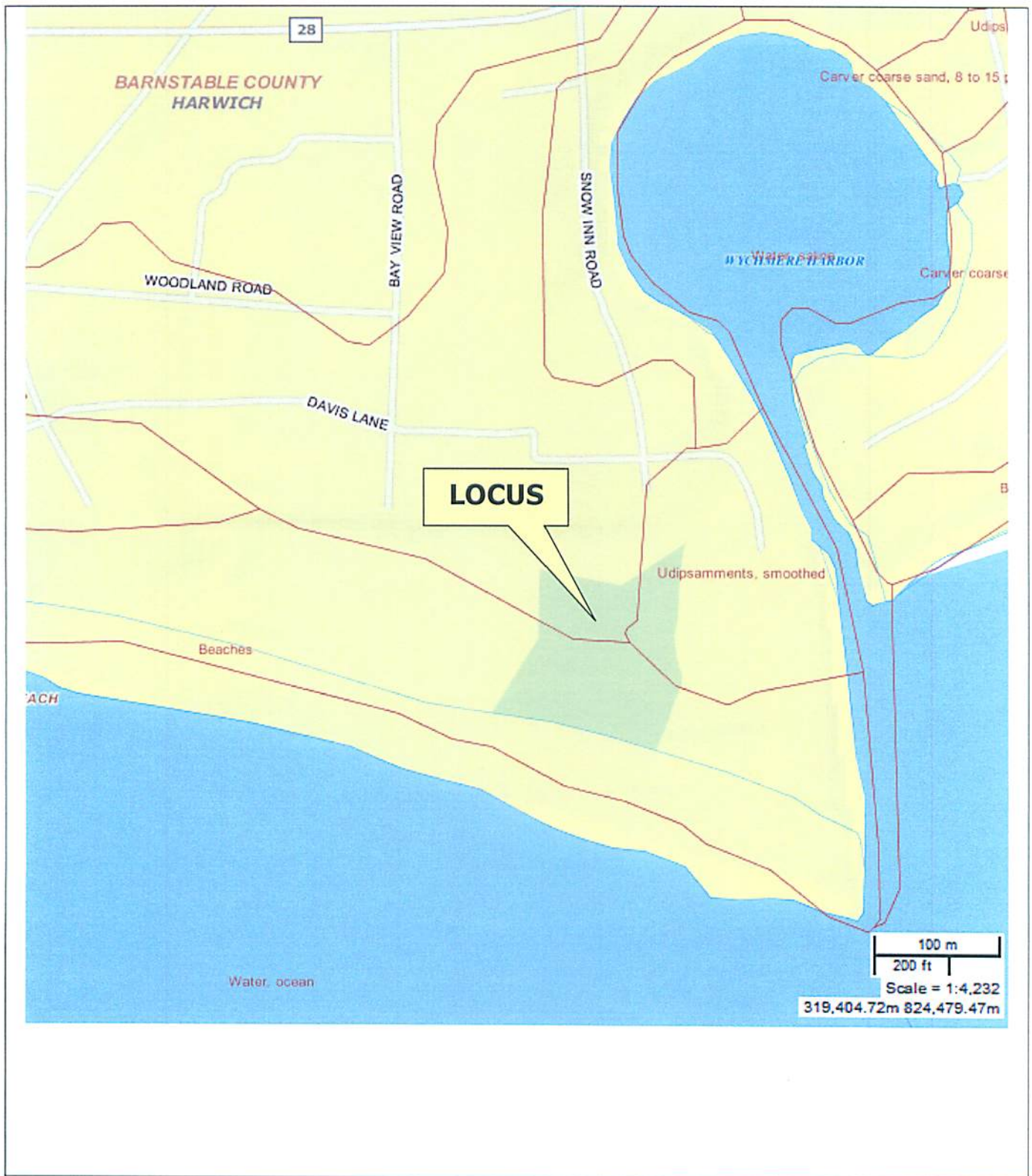


Source: MassGIS

N



Merckel Beach - Appendix I-3



Soils Map
Merkel Beach Conservation Area
Harwich, Massachusetts



Source: MassGIS



Merckel Beach - Appendix I-4

Appendix J
Town Wide Bog Lease Information

LEASE AGREEMENT

Agreement made this 7th day of May, 2007, between the Town of Harwich, through its Board of Selectmen, hereafter called the first party, and Craig Williams, hereafter called the second party.

Whereas the first party is the owner of the following real property:

The cranberry bog known as "Herring River Conservation Area Bog" and land is located off Depot Street, North Harwich, Barnstable County, Massachusetts and being a portion of Harwich Assessor's Map 36 as Parcel M3, containing 11.5 acres, more or less; being further shown on the plan recorded in Barnstable Plan Book 202 Page 33. The Deed is recorded in Barnstable Registry of Deeds in Book 8727 Page 192. The Town of Harwich 2007 assessment for this 184 acre (total) property is \$5,723,300.

Whereas the first party issued a Request for Proposals dated March 14, 2007 (the "Request for Proposals"):

NOW THEREFORE, the first party agrees to lease to the second party the afore mentioned premises under the following terms and conditions:

The term of said lease shall be for ten (10) years commencing May 1, 2007, and ending April 30, 2017 and the second party will pay to the first party rent as follows:

Payment as listed on the attached Cost Proposal Form – Exhibit C, submitted with the proposal, and in accordance with the Specifications listed in the Request for Proposal.

The second party, after payment of rent to the Town, shall be entitled to all profits realized as the result of the harvesting of said bog, and other agricultural practices in accordance with the provisions of this lease.

The second party agrees during the term of said lease hereof, in accordance with the contract documents(s) as defined on page two (2) of this lease agreement, to properly maintain said bog in a good and efficient manner keeping said bog free from weeds and generally maintaining it in a productive condition. All Costs of maintaining said bog shall be the responsibility of the second party, including utilities, proper irrigation and water supply. Care must be taken not to cause flood damage to adjacent properties. Failure to properly maintain said bog shall constitute a breach of the lease.

All uses of the leased premises by the second party shall be in accordance with the Contract Documents. During the term of this lease, the Conservation Commission shall have the right to utilize such portion(s) of the leased premises as it deems necessary (including the existing bog roads) to carry out the management and control of the leased premises for preservation, conservation, and passive recreation, which may include public access. Such management and control shall not unduly interfere with the rights and obligations of the second party to properly conduct the operation of the cranberry bogs and proposed agricultural use as specified in the attached Sketch Plan (Exhibit F) of proposed use in accordance with the provisions of this lease. Any changes to the said attached use plan shall require prior review and recommendation of the Conservation Commission and prior written approval from the Board of Selectmen and shall be within the scope of the Request for Proposals.

The second party agrees to indemnify, defend with counsel approved by the first party, and hold harmless the said Town of Harwich (first party) by or asserted against the first party as the result of the maintenance, operation and harvesting of said bog or any other activity or condition on or of said bogs or the leased premises performed, allowed or suffered, whether permitted by this lease or not, by the second party.

There shall be no assignment or subletting of the leased premises without the prior written consent of the Board of Selectmen.

Further, the second party agrees to abide by all applicable State, Federal, Local laws, by-laws and regulations, including without limitation those governing the maintenance and operation of cranberry bogs and governing the hiring of employees and covenants and agrees to do no act or thing which constitutes an unfair labor practice, or constitutes discrimination in employment and the second party agrees to maintain all necessary Workers' Compensation insurance as well as liability insurance, as reasonably required from time to time by the First Party, which liability insurance shall name the first party as an additional insured.

Any cranberry market order obtained by the Town of Harwich cannot be reassigned by the second party and shall remain the property of the Town of Harwich.

The executed Contract Documents shall consist of the following:

- a. Legal Notice
- b. Request for Proposals
- c. Specifications
- d. Three (3) signed copies of the Lease Agreement
- e. Sketch Plan of Bogs (Exhibit A)
- f. Disclosure of Beneficial Interests in Real Property Transaction (Exhibit B)
- g. Two (2) signed copies of the Technical and Cost Proposals (Exhibit C)
- h. Certificate of Non-collusion and Tax Compliance (Exhibit D)
- i. Reference Form (Exhibit E)
- j. Certificate of Insurance (provided by proposer)
- k. Currently required liability coverage limits
- l. Sketch Plan of Proposed Use (Exhibit F – provided by proposer)

IN WITNESS WHEREOF, the parties hereto have interchangeably set their hands and seals to this and to another instrument of like tenor the day and year first written above.

For the Town of Harwich:

CONSERVATION COMMISSION

[Signature]
[Signature]
William Szomb
Juan Lopez
Lindsay Stode

BOARD OF SELECTMEN

[Signature]
[Signature]
[Signature]
[Signature]
Lawrence P. Cole

SECOND PARTY:

[Signature]

975,000

976,000

36

CLARK
10-2-1

A-5
0.48

11.5 ACRES
(TOTAL)

WATER
RESERVOIR

1076

A-6
0.04

A-2-1
.80

142

A-17
A-12

SEE SHEET 36 H-3

TOWN OF HARTWICH

DENNIS
DEPOT STREET

TOWN

LINE

E1
6.5 AC.

10 22 / 199

D7
1.08

A-1
A-2
A-3
A-4
A-5
A-6
A-7
A-8
A-9
A-10
A-11
A-12
A-13
A-14
A-15
A-16
A-17
A-18
A-19
A-20
A-21
A-22
A-23
A-24
A-25
A-26
A-27
A-28
A-29
A-30
A-31
A-32
A-33
A-34
A-35
A-36
A-37
A-38
A-39
A-40
A-41
A-42
A-43
A-44
A-45
A-46
A-47
A-48
A-49
A-50
A-51
A-52
A-53
A-54
A-55
A-56
A-57
A-58
A-59
A-60
A-61
A-62
A-63
A-64
A-65
A-66
A-67
A-68
A-69
A-70
A-71
A-72
A-73
A-74
A-75
A-76
A-77
A-78
A-79
A-80
A-81
A-82
A-83
A-84
A-85
A-86
A-87
A-88
A-89
A-90
A-91
A-92
A-93
A-94
A-95
A-96
A-97
A-98
A-99
A-100

D8
0.07

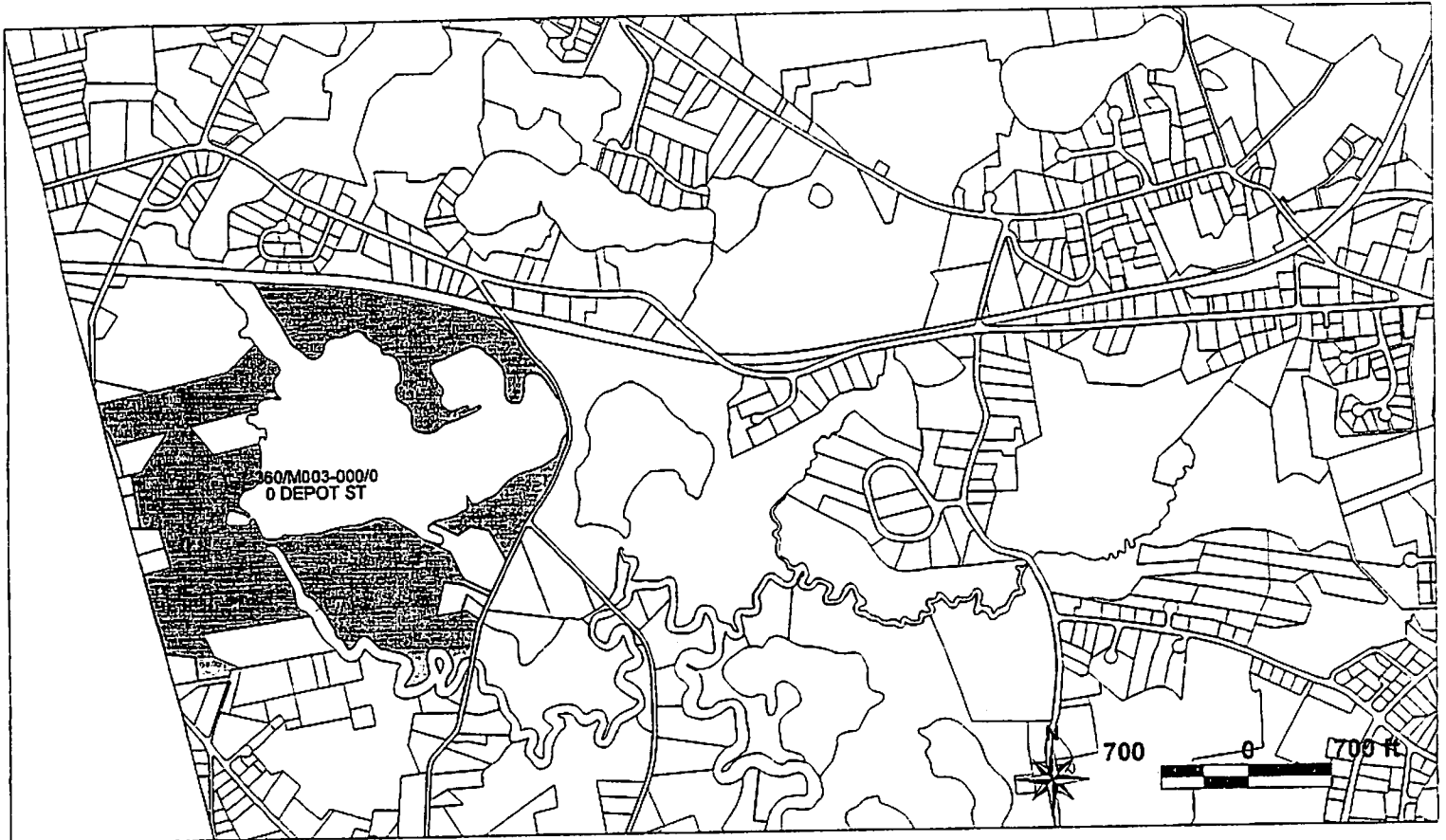
B-1
.15

B-2
3.0

Town Wide Bog Lease Information - Appendix J

SEE MAP 18
PAGES 98

R-7



DISCLOSURE OF BENEFICIAL INTERESTS IN REAL PROPERTY TRANSACTION

This form contains a disclosure of the names and address of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Division of Capital Planning and Operations, as required by M.G.L. c. 7, §40J, prior to the conveyance of or execution of a lease for the real property described below. Attach addition sheets if necessary.

1. Public agency involved in this Transaction: Town of Harwich
(name of jurisdiction)
2. Complete legal description of the property: The cranberry bog known as "Jenkins Bog" is located off Bell's Neck Road in West Harwich, Barnstable County, Massachusetts and being a portion of Harwich Assessor's Map 27 as Parcel M2, containing 1.5 acres, more or less; being further shown on the plan recorded in Barnstable Plan Book 202 Page 35 (31953A). The Deed is recorded in Barnstable Registry of Deeds in Book 8727 Page 173. The Town of Harwich 2007 assessment for this 4.4 acre (total) property is \$386,800.
3. Type of transaction: Sale Lease or rental for 10 years (term):
4. Seller(s) or Lessor(s): Town of Harwich
Purchaser(s) or Lessee(s): Craig Williams Georgetown Cranberry
5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. *Note: If a corporation has, or will have a direct or indirect beneficial interest in the real property, the names of all stockholders must also be listed except that, if the stock of the corporation is listed for sale to the general public, the name of any person holding less than ten percent of the outstanding voting shares need not be disclosed.*

Name

Address

Craig Williams

P.O. Box 837 So. Yarmouth MA
02664

(Continued on next page)

EXHIBIT B-1

Town Wide Bog Lease Information - Appendix J

5. Continued

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts except as noted below:

Name

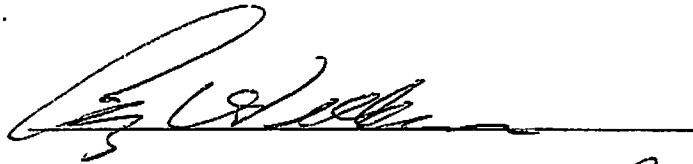
Title

6. This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named in item 1. If this form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or additions to item 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Planning and Operations within 30 days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

Signature:



Printed name:

Craig Williams Georgetown Crabbing Co

Title:

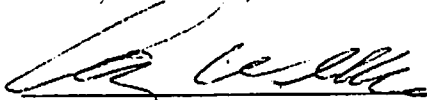
owner

Date:

4-15-07

CERTIFICATION OF GOOD FAITH

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

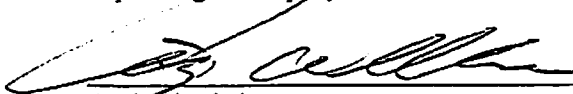

Signature of individual submitting bid or proposal

Craig Williams
Print Name

Georgetown Cranberry Co.
Name of Business

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. ch. 62C§49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.


Authorized signature

4-15-07
Date

Craig Williams
Name of person signing above (typed)

Acknowledgement of Addendum(s)
received, if any

Georgetown Cranberry Co.
Name of business

501 Depot St
Business address

Harwich, MA 02645
City/State/Zip Code

508-432-9700
Telephone number

BIDDER REFERENCE FORM

Proposer/Business Name:

Craig Williams - Georgetown Cranberry Co.

RFP Title Herring River Bogs

Proposer must provide references for Professional ability to comply with requirements of this RFP

Reference: Town of Dennis Con Com

Contact: Mary Ann

Address: Old Boss River Rd

Phone: 508-760-6123

Fax: _____

Reference: Mystic Cranberry Co

Contact: David McLaughlin

Address: 455 Turtleback Rd

Phone: 508 428-5890

Marston MA 02648

Fax: _____

Reference: Cape Cod Cranberry Growers Ass

Contact: Jeff LaFleur

Address: 3203-B Cranberry Highway

Phone: 508-295-4895

E. Wareham, MA 02538

Fax: 508-759-6294

Reference: BBJ Cranberry Trust

Contact: George Russell

Address: 65 Bedford Rd

Phone: 508-385-8765

E. Dennis, MA 02641

Fax: _____

I authorize the Town of Harwich to conduct a reference check as described above for the Cranberry Bog Request for Proposals.

Signature: [Signature]

Printed name Craig Williams

Date 4-15-07

GEORGETOWN CRANBERRY Co.

501 DEPOT STREET
HARWICH, MA 02645

CRAIG R. WILLIAMS

(508) 432-9700

(508) 394-4226

(508) 364-8128

Partial List of Owned Equipment: (Available for inspection)

- 2 – Hydraulic Water Harvesters
- 1 – Water Harvested Separator & Cranberry Cleaning System
- 4 – Furford Dry Harvesters
- 1 – Massey Ferguson 45hp Tractor with Flail Mower
- 1 – Ford 3910 45hp Tractor with Arm Mower
- 2 – 1 ½ Yard Backhoes
- 1 – GMC 8000 35,000 GVW Dump Truck
- 1 – GMC 3500 11,000 GVW Dump Truck
- 1 – GMC 7000 28,000 GVW Rack Body Berry Truck
- 1 – Ford 8N Tractor with Irrigation Pipe Puller
- 1 – Gephart 26' Herbicide Spreader
- 1 – Stearns 12' Aluminum Weed Wiper
- 1,000 feet of Corral Boards
- 2 – 10" PTO Mounted Pumps
- 5 – 4x4 Bog Sanders
- 1 – 3,500lb Fork Lift
- 1 – 5,000lb Fork Lift
- 1 – 9 ton Trailer
- 1 – 5 ton Trailer

THIS CERTIFICATION OR LICENSE IS ISSUED IN ACCORDANCE WITH
THE PROVISIONS OF CHAPTER 132B OF THE MASSACHUSETTS
GENERAL LAWS AND REGULATIONS PROMULGATED THEREUNDER



DOUGLAS P. GILLESPIE
COMMISSIONER

THIS DOCUMENT IS NON-TRANSFERABLE

THIS CERTIFICATION OR LICENSE DOCUMENT SHALL BE ON THE
APPLICATOR'S PERSON AT ALL TIMES SHE IS USING A PESTICIDE

COMMONWEALTH OF MASSACHUSETTS

Department of Agricultural Resources



PESTICIDE CERTIFICATION/LICENSE

CRAIG R WILLIAMS

29 WILDROSE TERRACE

SOUTH YARMOUTH MA 02664

Document Type

Private Certificate

Date of Issue

12/05/2006

License Number

22719

Expiration Date

12/31/2007

Category/Subcategory

30

Sign Here

LEASE AGREEMENT

Agreement made this 22nd day of June, 2009, between the Town of Harwich, through its Board of Selectmen, hereafter called the first party, and Leo and Andrea Cakounes / Cape Farm Supply and Cranberry Company hereafter called the lessee.

Whereas the first party is the owner of the following real property:

Great Swamp Bog, the land located off Birch Drive in Harwich, Barnstable County, Massachusetts, shown on Harwich Assessor's Map 74 as Parcels C1-A containing 12.04 acres of bog, more or less, being further shown on the plan recorded in Barnstable Plan Book 306 Page 14. Deed is recorded in Barnstable Registry of Deeds n Book 3506 Page 175. The Town of Harwich 2009 Assessment for this property is \$1,655,900. The Lessor informs the Lessee that this area is within a Zone II wellhead protection area.

Whereas the first party issued a Request for Proposals dated January 8, 2009 (the "Request for Proposals"):

NOW THEREFORE, the first party agrees to lease to the lessee the afore mentioned premises under the following terms and conditions:

The term of said lease shall be for ten (10) years commencing June 1, 2009, and ending June 1, 2019 and the lessee will pay to the first party rent as follows:

Payment as listed on the attached Cost Proposal Form – Exhibit C, submitted with the proposal, and in accordance with the Specifications listed in the Request for Proposal.

The lessee, after payment of rent to the Town, shall be entitled to all profits realized as the result of the harvesting of said bog, and other agricultural practices in accordance with the provisions of this lease.

The lessee agrees during the term of said lease hereof, in accordance with the contract documents(s) as defined on page two (2) of this lease agreement, to properly maintain said bog in a good and efficient manner keeping said bog free from weeds and generally maintaining it in a productive condition. All Costs of maintaining said bog shall be the responsibility of the lessee, including utilities, proper irrigation and water supply. Care must be taken not to cause flood damage to adjacent properties. Failure to properly maintain said bog and/or follow best management practices shall constitute a breach of the lease. (best practices as specified by the Massachusetts Farm Bureau Federation).

All uses of the leased premises by the lessee shall be in accordance with the Contract Documents. During the term of this lease, the Conservation Commission shall have the right to utilize such portion(s) of the leased premises as it deems necessary (including the existing bog roads) to carry out the management and control of the leased premises for preservation, conservation, and passive recreation, which may include public access. Such management and control shall not unduly interfere with the rights and obligations of the lessee to properly conduct

the operation of the cranberry bogs and proposed agricultural use as specified in the attached Sketch Plan (Exhibit F) of proposed use in accordance with the provisions of this lease. Any changes to the said attached use plan shall require prior review and recommendation of the Conservation Commission and prior written approval from the Board of Selectmen and shall be within the scope of the Request for Proposals. Any documents regarding use of the land that are required by the State must also be sent to the Harwich Conservation Commission.

The lessee agrees to indemnify, defend with counsel approved by the first party, and hold harmless the said Town of Harwich (first party) by or asserted against the first party as the result of the maintenance, operation and harvesting of said bog or any other activity or condition on or of said bogs or the leased premises performed, allowed or suffered, whether permitted by this lease or not, by the lessee.

There shall be no assignment or subletting of the leased premises.

Further, the lessee agrees to abide by all applicable State, Federal, Local laws, by-laws and regulations, including without limitation those governing the maintenance and operation of cranberry bogs and governing the hiring of employees and covenants and agrees to do no act or thing which constitutes an unfair labor practice, or constitutes discrimination in employment and the lessee agrees to maintain all necessary Workers' Compensation insurance as well as liability insurance, as reasonably required from time to time by the First Party, which liability insurance shall name the first party as an additional insured. Prior to the application of any pesticide, all abutters must be notified. Signs stating that pesticides will be applied must be posted prior to their application. A Conservation Farm Plan and a Water Management Plan shall be provided to the Harwich Conservation Commission.

Any cranberry market order obtained by the Town of Harwich cannot be reassigned by the lessee and shall remain the property of the Town of Harwich.

The executed Contract Documents shall consist of the following:

- a. Legal Notice
- b. Request for Proposals
- c. Specifications
- d. Three (3) signed copies of the Lease Agreement
- e. Sketch Plan of Bogs (Exhibit A)
- f. Disclosure of Beneficial Interests in Real Property Transaction (Exhibit B)
- g. Two (2) signed copies of the Technical and Cost Proposals (Exhibit C)
- h. Certificate of Non-collusion and Tax Compliance (Exhibit D)
- i. Reference Form (Exhibit E)
- j. Certificate of Insurance (provided by proposer)
- k. Currently required liability coverage limits
- l. Sketch Plan of Proposed Use (Exhibit F – provided by proposer)

IN WITNESS WHEREOF, the parties hereto have interchangeably set their hands and seals to this and to another instrument of like tenor the day and year first written above.

For the Town of Harwich:

CONSERVATION COMMISSION

Charles A. Berg

Larry Ballantyne

Debra A.

Lara Liffke

BOARD OF SELECTMEN

Ed. Evans

Paul H. Mott

Larry Ballantyne

Laurence P. Cole

Wendy

LESSEE:


Signature

LEO CAKOUNES

Printed Name

CAPE FARM Supply &
CRAWBERRY CO.

LEGAL NOTICE
TOWN OF HARWICH
REQUEST FOR PROPOSALS
LEASE OF TOWN-OWNED CRANBERRY BOG

Great Swamp Bog

The Town of Harwich is seeking proposals for the lease and operation of a town-owned cranberry bog and other accessory agricultural uses on the land not part of the bog, as outlined in Massachusetts General Law, Chapter 128, for a term of 10 years.

The cranberry bog known as "Great Swamp Bog" and land is located off Birch Drive in Harwich, Barnstable County, Massachusetts and being a portion of Harwich Assessor's Map 79 as Parcel C1-A, containing 12.04 acres, more or less; being further shown on the plan recorded in Barnstable Plan Book 306 Page 14. The Deed is recorded in Barnstable Registry of Deeds in Book 3506 Page 175. The Town of Harwich 2009 assessment for this property is \$1,655,900.

Proposals will be received in the Office of the Town Administrator, 732 Main Street, Harwich, MA 02645 until 2:00 P.M., on Thursday, January 8, 2009 at which time they will be opened publicly. All proposals must be submitted in duplicate, in a sealed envelope clearly marked "LEASE OF TOWN-OWNED CRANBERRY BOG". Proposers may request to correct, modify, or withdraw proposals by written notice received by the Town 48 hours prior to the deadline. Modifications must be submitted in a sealed envelope clearly labeled "Modification No. _____". Each modification must be numbered in sequence, and must reference the original Request for Proposals.

Proposals will be evaluated on responsiveness (whether the proposer agrees to meet the Town's terms and the proposal contains all the required documents and forms properly completed), and responsibility (whether the proposer has the capability, integrity, and reliability to perform under the contract). The Town will determine the most advantageous proposal from a responsive and responsible proposer, taking into consideration all evaluation criteria as well as price.

Specifications are available from the Office of the Town Administrator at the above address Monday through Friday between 8:30 A.M. and 4:00 P.M. or by calling (508) 430-7513. Questions pertaining to the leasing of the cranberry bog should be directed to John Chatham, Conservation Administrator at (508) 430-7538.

Proposals will be evaluated by representatives of the Conservation Commission and the Agricultural Commission. The Town Administrator will facilitate the evaluation process and assist with a recommendation to the Board of Selectmen as awarding authorities for the Town of Harwich. The Contract will be awarded within 30 days after the opening of proposals. The time for award may be extended for up to 45 additional days by mutual agreement between the awarding authority and the responsive and responsible proposer offering the most advantageous proposal. The Town of Harwich reserves the right to reject any and all proposals if it is deemed to be in the best interest of the Town.

James R. Merriam
Town Administrator

The Cape Cod Chronicle
Dec. 18, 2008

State Publications and Regulations

William Francis Galvin, Secretary of the Commonwealth

[Home](#) | [Search](#) | [Index](#) | [Feedback](#) | [Contact](#)

The following Real Property submission was successfully received.

Planned date of publish is 12/17/2008

Agency Name and Address: Town of Harwich 732 Main Street Harwich, MA 02645

Awarding Agency

Project Number: 01/22/2009
Proposal Deadline Date: Time: 2:00 PM

Contact Information

Name: James R. Merriam, Town Administrator
Phone: 508-430-7513 Fax: 508-432-5039
Email Address: srobinson@town.harwich.ma.us

Notify email address listed when final publish date assigned.

Contract Information

Transaction Terms: Acquisition: Not Chosen
Disposition: Lease
Project: 10 Year Lease of Town-owned Cranberry Bog
Estimated Value, Source of Valuation: Town of Harwich assessed value of bog: \$1,655,900

Additional Information

LEGAL NOTICE
TOWN OF HARWICH
REQUEST FOR PROPOSALS
LEASE OF TOWN-OWNED CRANBERRY BOG

Great Swamp Bog

The Town of Harwich is seeking proposals for the lease and operation of a town-owned cranberry bog and other accessory agricultural uses on the land not part of the bog, as outlined in Massachusetts General Law, Chapter 128, for a term of 10 years.

The cranberry bog known as "Great Swamp Bog" and land is located off Birch Drive in Harwich, Barnstable County, Massachusetts and being a portion of Harwich Assessor's Map 79 as Parcel C1-A, containing 12.04 acres, more or less; being further shown on the plan recorded in Barnstable Plan Book 306 Page 14. The Deed is recorded in Barnstable Registry of Deeds in Book 3506 Page 175. The Town of Harwich 2009 assessment for this property is \$1,655,900.

Proposals will be received in the Office of the Town Administrator, 732 Main Street, Harwich, MA 02645 until 2:00 P.M., on Thursday, January 8, 2009 at which time they will be opened publicly. All proposals must be submitted in duplicate, in a sealed envelope clearly marked "LEASE OF TOWN-OWNED CRANBERRY BOG". Proposers may request to correct, modify, or withdraw proposals by written notice received by the Town 48 hours prior to the deadline. Modifications must be submitted in a sealed envelope clearly labeled "Modification No. ____." Each modification must be numbered in sequence, and must reference the original Request for Proposals.

Proposals will be evaluated on responsiveness (whether the proposer agrees to meet the Town's terms and the proposal contains all the required documents and forms properly completed), and responsibility (whether the proposer has the capability, integrity, and reliability to perform under the contract). The Town will determine the most advantageous proposal from a responsive and responsible proposer, taking into consideration all evaluation criteria as well as price.

Specifications are available from the Office of the Town Administrator at the above address Monday through Friday between 8:30 A.M. and 4:00 P.M. or by calling (508) 430-7513. Questions pertaining to the leasing of the cranberry bog should be directed to John Chatham, Conservation Administrator at (508) 430-7538.

Proposals will be evaluated by representatives of the Conservation Commission and the Agricultural Commission. The Town Administrator will facilitate the evaluation process and assist with a recommendation to the Board of Selectmen as awarding authorities for the Town of Harwich. The Contract will be awarded within 30 days after the opening of proposals. The time for award may be extended for up to 45 additional days by mutual agreement between the awarding authority and the responsive and responsible proposer offering the most advantageous proposal. The Town of Harwich reserves the right to reject any and all proposals if it is deemed to be in the best interest of the Town.

James R. Merriam
Town Administrator

Central Register
December 17, 2008

Cape Cod Chronicle
December 18, 2008

LEASE OF CRANBERRY BOG - COST PROPOSAL/BID FORM

The price proposals submitted for review can be graduated or fixed amounts in yearly payments. Proposals must specify how they arrived at said payment. (i.e. Based on yearly yield of crop projected by past production or Cranberry Marketing Order)

Also, specify if lease payments are subject to Production, Market Price, or Guaranteed each year.

ACKNOWLEDGEMENT OF RECEIPT OF ANY ADDENDA (list all you receive):

GREAT SWAMP CRANBERRY BOG

10,000.⁰⁰ Total over 10 year lease

(please fill in each year with a dollar amount or \$0.00)

— Guaranteed —
Annual Lease Payment Plan

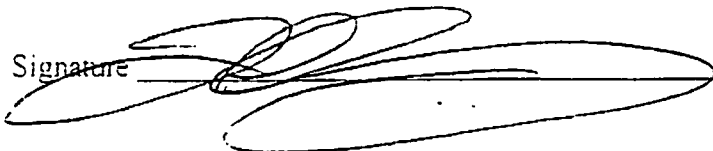
2009	500. ⁰⁰	2011	750. ⁰⁰	2013	1000. ⁰⁰	2015	1,250. ⁰⁰	2017	1,500. ⁰⁰
2010	500. ⁰⁰	2012	750. ⁰⁰	2014	1000. ⁰⁰	2016	1,250. ⁰⁰	2018	1,500. ⁰⁰

COST Proposals for each bog will be submitted in duplicate, in the same sealed envelope as the TECHNICAL Proposal. Each should be clearly marked "LEASE OF CRANBERRY BOG - COST & TECHNICAL PROPOSAL/GREAT SWAMP CRANBERRY BOG."

Prices must be submitted using this Cost Proposal form (2 copies are included in the Request For Proposals for your convenience).

LEO CAKOUNES
Proposer Name CAPE FARM Supply & (Print)
CRANBERRY COMPANY
Address 1601 FACTORY ROAD
HARWICH MASS.

Signature



Date

JAN 2 2009

LEASE OF CRANBERRY BOG - COST PROPOSAL/BID FORM

The price proposals submitted for review can be graduated or fixed amounts in yearly payments. Proposals must specify how they arrived at said payment. (i.e. Based on yearly yield of crop projected by past production or Cranberry Marketing Order)

Also, specify if lease payments are subject to Production, Market Price, or Guaranteed each year.

ACKNOWLEDGEMENT OF RECEIPT OF ANY ADDENDA (list all you receive):

GREAT SWAMP CRANBERRY BOG

10,000.⁰⁰ Total over 10 year lease

(please fill in each year with a dollar amount or \$0.00)

— Guaranteed —
Annual Lease Payment Plan

2009	500. ⁰⁰	2011	750. ⁰⁰	2013	1000. ⁰⁰	2015	1,250. ⁰⁰	2017	1,500. ⁰⁰
2010	500. ⁰⁰	2012	750. ⁰⁰	2014	1000. ⁰⁰	2016	1,250. ⁰⁰	2018	1,500. ⁰⁰

COST Proposals for each bog will be submitted in duplicate, in the same sealed envelope as the TECHNICAL Proposal. Each should be clearly marked "LEASE OF CRANBERRY BOG - COST & TECHNICAL PROPOSAL/GREAT SWAMP CRANBERRY BOG".

Prices must be submitted using this Cost Proposal form (2 copies are included in the Request For Proposals for your convenience).

LEO CAKOUNES
Proposer Name CAPE FARM Supply & (Print)
CRANBERRY COMPANY
Address 1601 FACTORY ROAD
HARWICH MASS.

Signature



Date

JAN 2 2009

EXHIBIT C

Town Wide Bog Lease Information - Appendix J

DISCLOSURE OF BENEFICIAL INTERESTS IN REAL PROPERTY TRANSACTION

This form contains a disclosure of the names and address of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Division of Capital Planning and Operations, as required by M.G.L. c. 7, §40J, prior to the conveyance of or execution of a lease for the real property described below. Attach addition sheets if necessary.

1. Public agency involved in this Transaction: Town of Harwich
(name of jurisdiction)
GREAT SWAMP CRANBERRY BOG
2. Complete legal description of the property: MAP 79 PARCEL C1-A
PLAN BOOK 306 / PG 14
DEED BOOK 3506 / PG 175
3. Type of transaction: ☐ Sale ☐ Lease or rental for 10 years (term):
4. Seller(s) or Lessor(s): TOWN OF HARWICH
- Purchaser(s) or Lessee(s): CAPE FARM SUPPLY & CRANBERRY CO.
5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. *Note: If a corporation has, or will have a direct or indirect beneficial interest in the real property, the names of all stockholders must also be listed except that, if the stock of the corporation is listed for sale to the general public, the name of any person holding less than ten percent of the outstanding voting shares need not be disclosed.*

Name

Address

LEO G CAROVNES1601 FACTORY ROADANDREA CAROVNES1601 FACTORY ROAD

(Continued on next page)

EXHIBIT B-1

5. Continued

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts except as noted below:

Name

Title

LEO G CAKOUNES
_____Assembly of Delegates
Harwich Rep.

6. This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named in item 1. If this form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or additions to item 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Planning and Operations within 30 days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

Signature:

Andrea Cakounes

Printed name:

LEO CAKOUNES & ANDREA CAKOUNES

Title:


OWNERS D/B/A

Date:

JAN 2 2009

CERTIFICATION OF GOOD FAITH

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


Signature of individual submitting bid or proposal

LEO G CAKOUNES

Print Name

Cape Farm Supply & Cranberry Co.
Name of Business

Name of Business

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. ch. 62C§49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Authorized signature

~~Authorized signature~~

Date Jan 2 2009

Date _____

LEO CAROUNES

Name of person signing above (typed)

Acknowledgement of Addendum(s)
received, if any

CAPE FARM Supply & CRAWBERRY CO.

Name of business

1601 FACTORY ROAD

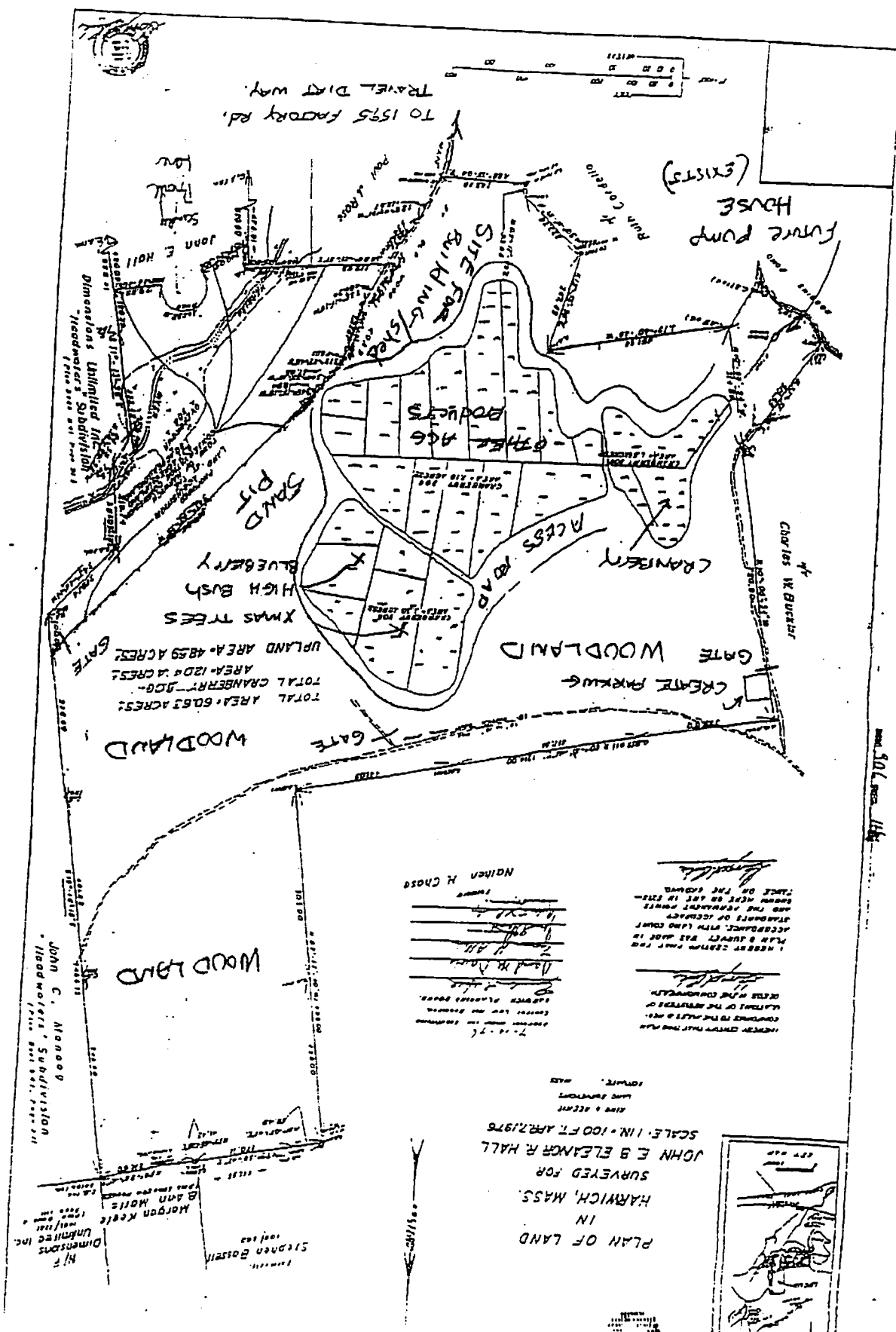
Business address

Harwich Mass 02645

City/State/Zip Code

508 432 0790

Telephone number





FARM FAMILY CASUALTY INSURANCE COMPANY
Issuing Office - P.O. Box 656 • Albany, New York 12201-0656

SPECIAL FARM PACKAGE "10"®

SCHEDULE OF LIABILITY

Cycle No.: 664

Policy No.: 2001G1280

Policy Effective Date: 05/21/2008

Transaction Effective Date: 05/21/2008

Item No.	Description	Limit of Liability	Premium	Additional/Return Premium
SECTION A - BODILY INJURY/PROPERTY DAMAGE				
SECTION B - MEDICAL EXPENSES		\$1,000,000	PER OCCURRENCE	
SECTION C - FARM CHEMICAL TRANSPORTATION		\$5,000	PER PERSON	
SECTION D - FIRE LEGAL LIABILITY		\$25,000	AGGREGATE	
SECTION E - LIMITED FARM POLLUTION LIABILITY		\$50,000	PER OCCURRENCE	
		\$50,000	AGGREGATE	
FARM LIABILITY - INCLUDING PRODUCTS				
80000102				
	101- -04- 10- - 66000- -1.00			
BUSINESS LIABILITY - INCLUDING PRODUCTS				
80000105	EXHIBITIONS			
	161- -07- 43421-0- 20-1.00			
INSURED PREMISES				
10010100	LOC #01 4 SPRINGTIDE LN			
	103- -			
10020100	LOC #02 1601 FACTORY RD			
	103- -			
10030100	LOC #03 27 OBED BROOK ROAD, HARWICH, MA			
	103- -			
10060100	LOC #06 374 MAIN ST			
	103- -			
OPTIONAL COVERAGES				
ADDITIONAL INSURED - LESSOR OF PREMISES:				
80000103	TOWN OF HARWICH			
	732 MAIN ST			
	HARWICH	MA	02645	
	DESCRIPTION-REAL ESTATE			
	135- -			

BIDDER REFERENCE FORM

Proposer/Business Name: LEO CAKOUNES

CAPE FARM SUPPLY & CRANBERRY CO.

RFP Title LEASE OF GREAT SWAMP CRANBERRY BOG

Proposer must provide references for Professional ability to comply with requirements of this RFP

U.S. DEPT. OF AGRICULTURE NAT. RESOURCES CONSERVATION SR.

Reference: STEVE SPEAR Contact: 508 771 6476

Address: 270 COMMUNICATION WAY Phone: _____

Suite 5A HYANNIS 02630 Fax: 508 771 6509

TOWN ADMINISTRATOR OF MANCHESTER BY THE SEA

Reference: WAYNE C MELVILLE Contact: _____

Address: 10 CENTRAL STREET Phone: 978 526 2000

MANCHESTER-BY-SEA 01944 Fax: 978 526 2001

CAPE COD CONSERVATION DISTRICT

Reference: LES HEMMILA Contact: _____

Address: P.O. BOX 678 Phone: 508 771 8757

BARNSTABLE MASS 02630 Fax: 508 771 6509

BARNSTABLE COUNTY EXTENSION SERVICE

Reference: WILLIAM CLARK Contact: 508 375 6690

Address: P.O. BOX 367 Phone: _____

BARNSTABLE MASS Fax: _____

I authorize the Town of Harwich to conduct a reference check as described above for the Cranberry Bog Request for Proposals.

Signature:  Printed name LEO CAKOUNES

Date: 1/3/09 MORE AVAILABLE ON REQUEST

EXHIBIT E

EXHIBIT M: Existing Conditions

- A. 40 photos on CD dated June 1, 2009 recording of existing conditions of Great Swamp Bog.

EXHIBIT N: Indemnification clause

- A. The Lessee shall be held harmless to any violations to the Wetlands Protection Act and/or damages to the property prior to the execution of this agreement.
- B. The Lessee insurance coverage and liability exposure shall only be held accountable for claims directly caused by the Lessee or any agricultural practice. Since the Town has determined to allow public access to Robbins Pond, the Lessee shall not be responsible for damage caused by or to any persons accessing said property.

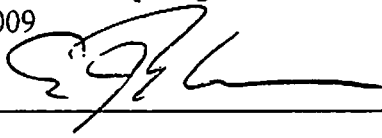
EXHIBIT O: Agriculture Exemptions

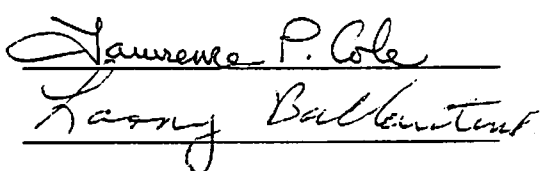
- A. It is the intent of the Lessee and the Town to use the property here in as an agricultural operation as described in land use map attached (EXHIBIT E). At any time the property has been determined not to be eligible for agricultural exemptions to the Wetlands Protection Act, M.G.L. 131 Section 40, Natural Heritage and Endangered Species Program CMR 321 10.18 – 10.23, Zoning M.G.L 40 Section 3, and any other related laws or agencies, the Parties agree to terminate this agreement before it's end date and seek no monetary or equitable recourse from one another. The Lessee shall not be held responsible for any violations to the above mentioned Acts, or any other agency governing "Farming Within A Wetland", while seeking a determination of exemption status.

EXHIBIT P: Applications for Grants

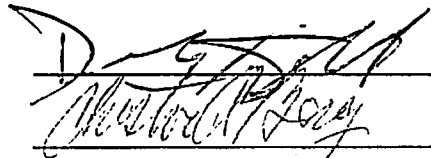
- A. The lessee is authorized to apply for matching funds or grants to maintain and improve said property. The Town shall be held harmless for any liability caused by such grants and only act as the owner as the property acknowledging the Lessee's participation.

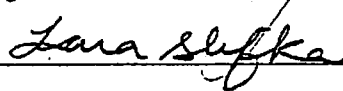
Great Swamp Bog Lease Amendments voted by Conservation Commission on Tuesday, June 16, 2009





Lawrence P. Cole
Larry Ballantyne





Lara Slifka

CHATHAM
CRANBERRY BOG
LEASE AGREEMENT

Agreement made this 13th day of November, 2001, between the Town of Harwich, through its Board of Selectmen, hereafter called the first party, and

Carver Crowell d/b/a Carver Crowell & Son Cranberry Company is hereafter called the second party.

Whereas the first party is the owner of the following real property.

Chatham Cranberry Company, Inc. Bog, the land located off Birch Drive in Harwich, Barnstable County, Massachusetts, shown on Harwich Assessors Map 79 as Parcels C1-A and C1-B and C1-C, containing 68.88 acres, total, 12.04 acres of bog and 56.84 acres of upland, more or less, being further shown on the plan recorded in Barnstable Plan Book 306 Page 14. Deed is recorded in Barnstable Registry of Deeds in Book 3506 Page 175. The Town of Harwich 2001 Assessment for this property is \$821,600.

Whereas the first party has been authorized to lease said premises by the vote under Article 6 of the Special Town Meeting on August 6, 2001:

Whereas the first party issued a Request for Proposals dated July 19, 2001 (the "Request for Proposals"):

NOW THEREFORE, the first party agrees to lease to the second party the afore mentioned premises under the following terms and conditions:

The term of said lease shall be for twenty (20) years commencing November 13, 2001, and ending November 12, 2021, and the second party will pay to the first party rent as follows:

Payment as listed on the attached Cost Proposal Form - Exhibit C, submitted with the proposal, and in accordance with the specifications listed in the Request for Proposal.

The second party, after payment of rent to the town, shall be entitled to all profits realized as the result of the harvesting of said bog, and other agricultural practices in accordance with the provisions of this lease.

The second party agrees during the term of said lease hereof, in accordance with the contract document (s) as defined on page two (2) of this lease agreement, to properly maintain said bog in a good and efficient manner keeping said bog free from weeds and generally maintaining it in a productive condition. All costs of maintaining said bog shall be the responsibility of the second party, including utilities, proper irrigation and water supply. Care must be taken not to cause flood damage to adjacent properties. Failure to properly maintain said bog shall constitute a breach of the lease.

All uses of the leased premises by the second party shall be in accordance with the Contract Documents. During the term of this lease, the Conservation Commission shall have the right to utilize such portions of the leased premises as it deems necessary (including the existing bog roads) to carry out the management and control of the leased premises for preservation, conservation, and passive recreation, which may include public access. Such management and control shall not unduly interfere with the rights and obligations of the second party to properly conduct the operation of the cranberry bogs and proposed agricultural use as specified in the attached Sketch Plan (Exhibit F) of proposed use in accordance with the provisions of this lease. Any changes to the said attached use plan shall require prior review and recommendation of the Conservation Commission and prior written approval from the Board of Selectmen and shall be within the scope of the Request for Proposals.

The second party agrees to indemnify, defend with counsel approved by the first party, and hold harmless the said Town of Harwich (First Party) from any and all costs, claims and damages, including reasonable attorney's fees, which may be sustained by or asserted against the First Party as the result of the maintenance, operation and harvesting of said bogs or any other activity or condition on or of said bogs or the leased premises performed, allowed or suffered, whether permitted by this lease or not, by the second party.

There shall be no assignment or subletting of the leased premises.

Further, the second party agrees to abide by all applicable State, Federal local laws, by-laws and regulations, including without limitation those governing the maintenance and operation of cranberry bogs and governing the hiring of employees and covenants and agrees to do no act or thing which constitutes an unfair labor practice, or constitutes discrimination in employment and the second party agrees to maintain all necessary Workers Compensation insurance as well as liability insurance, as reasonably required from time to time by the First Party, which liability insurance shall name the first party as additional insured.

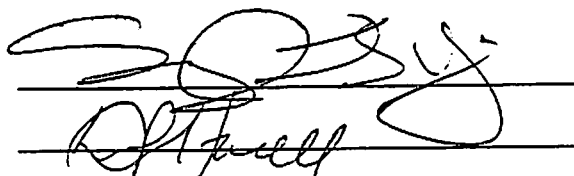
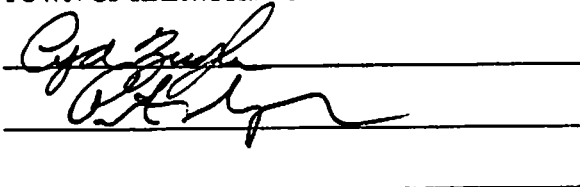
Any cranberry market order obtained by the town of Harwich can not be reassigned by the second party and shall remain the property of the town of Harwich.

The executed Contract Documents shall consist of the following:

- a. Legal Notice
- b. Request for Proposals (RFP)
- c. Specifications
- d. Three (3) signed copies of Lease Agreement
- e. Sketch Plan of Bogs (Exhibit A)
- f. Disclosure of Beneficial Interests in Real Property Transaction (Exhibit B)
- g. Three (3) signed copies of the Technical and Cost proposals (Exhibit C)
- h. Certificate of Non-collusion and Tax Compliance (Exhibit D)
- i. Reference Form (Exhibit E)
- j. Certificate of Insurance (provided by proposer)
- k. Currently Required Liability Coverage Limits
- l. Sketch Plan of Proposed Use (CHATHAM STREET BOG - Exhibit F)

IN WITNESS WHEREOF, the parties hereto have interchangeably set their hands and seals to this and to another instrument of like tenor the day and year first written above.

TOWN OF HARWICH BOARD OF SELECTMEN:



SECOND PARTY:



Approval as to form of Lease Agreement:

Jeanne McKnight, Kopelman & Paige
Town Counsel

Date: November 13, 2001

EXHIBIT F
Sketch Plan of Proposed Use

CHATHAM
CRANBERRY BOG
LEASE AGREEMENT

Carver Crowell d/b/a Carver Crowell & Son Cranberry Company

I have no intended use for the uplands of the bogs.

Signature Carver Crowell Date 11-20-01

EXHIBIT F
Sketch Plan of Proposed Use

CHATHAM
CRANBERRY BOG
LEASE AGREEMENT

Carver Crowell d/b/a Carver Crowell & Son Cranberry Company

I have no intended use for the uplands of the bogs.

Signature Carver Crowell Date 11-20-01

ACORD. CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YY)
01/17/2002**PRODUCER**MARK SYLVIA AGENCY
770A MAIN STREET
OSTERVILLE, MA 02655RECEIVED
JAN 18 2002SELECTMEN/
ADMINISTRATOR'S
OFFICETHIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**INSURED**CARVER CROWELL
PO BOX 338
HARWICHPORT, MA 02646**INSURERS AFFORDING COVERAGE**INSURER A FARM FAMILY CASUALTY INSURANCE COMPANY
INSURER B
INSURER C
INSURER D
INSURER E**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
	C. CLAIMS MADE OCCUR				MED EXP (Any one person) \$
					PERSONAL & ADV INJURY \$
					GENERAL AGGREGATE \$
					PRODUCTS - COMPOUND AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER				
	POLICY PROJECT LOC				
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO				
	ALL OWNED AUTOS				BODILY INJURY (Per person) \$
	SCHEDULED AUTOS				
	HIRENED AUTOS				BODILY INJURY (Per accident) \$
	NON-OWNED AUTOS				
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN FA ACC \$
					AUTO ONLY AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	OCCUR CLAIMS MADE				AGGREGATE \$
					\$
	DEDUCTIBLE				\$
	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU- O.M. TORY LIMITS \$
					EL EACH ACCIDENT \$
					FL DISEASE - FARM-IND- \$
					EL DISEASE POLICY LIMIT \$
	OTHER				
A	SPECIAL FARM PACKAGE "10"	2001 G 1492	1-16-02	06-13-02	LIABILITY 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONSPROPERTY INSURED FOR A CRANBERRY FARM AT OFF BIRCH STREET, HARWICH. FORMER CHATHAM CRANBERRY BOGS
THE TOWN OF HARWICH IS NAMED AS ADDITIONAL INSURED**CERTIFICATE HOLDER**ADDITIONAL INSURED: INSURER LETTER: ☒**CANCELLATION**THE TOWN OF HARWICH
C/O RON SANDA ASSISTANT TOWN ADMINISTRATOR
732 MAIN STREET
HARWICH MA 02645SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL
IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR
REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



Mark W. Sylvia, CIC
Agent
770A Main Street
Osterville, MA 02655
Bus: (508) 428-0440
Bus: (877) 428-0440 Toll Free
Fax: (508) 420-0475
158 Beach Road
Vineyard Haven, MA 02566
Bus: (508) 693-9111
Fax: (508) 693-7684

Date: Friday, January 18, 2002
From: MARK W. SYLVIA
To: 15084325039
Pages (including cover): 2
Memo: CROWELL CARVER HARWICH TOWN CERT 102
ATTN: RON SANDA

RON,
PLEASE REVIEW CERT FOR CARVER CROWELL. ANY QUESTIONS PLEASE CALL
OUR OFFICE (508) 428-0440 x10.

SINCERELY,
MARK W SYLVIA, CIC

We've Simplified Life.



Buying life insurance doesn't have to be a hassle.

MAIN STREET
CRANBERRY BOG
LEASE AGREEMENT

Agreement made this 13th day of _____ November _____, 2001, between the Town of Harwich, through its Board of Selectmen, hereafter called the first party, and

Leo G. Cakounes d/b/a Cape Farm Supply is hereafter called the second party.

Whereas the first party is the owner of the following real property.

The premises known as Main Street Cranberry Bog located at 374 Main Street, North Harwich, Barnstable County, Massachusetts, shown on Harwich Assessors Map 47 as Parcel A-10, containing 33.6 acres, total, 10.7 acres of bog, 2 acres of cedar swamp and pond, and 21.6 acres of upland, more or less, and being further shown on a plan recorded in the Barnstable County Registry of Deeds in Plan Book 460, Page 55 and described in the deed recorded in Barnstable County Registry of Deeds Book 10792, Page 257. The town of Harwich 2001 Assessment for this property is \$620,000.

Whereas the first party has been authorized to lease said premises by the vote under Article 6 of the Special Town Meeting on August 6, 2001:

Whereas the first party issued a Request for Proposals dated July 19, 2001 (the "Request for Proposals"):

NOW THEREFORE, the first party agrees to lease to the second party the afore mentioned premises under the following terms and conditions:

The term of said lease shall be for twenty (20) years commencing November 13, 2001, and ending November 12, 2021, and the second party will pay to the first party rent as follows:

Payment as listed on the attached Cost Proposal Form – Exhibit C, submitted with the proposal, and in accordance with the specifications listed in the Request for Proposal.

The second party, after payment of rent to the town, shall be entitled to all profits realized as the result of the harvesting of said bog, and other agricultural practices in accordance with the provisions of this lease.

The second party agrees during the term of said lease hereof, in accordance with the contract document (s) as defined on page two (2) of this lease agreement, to properly maintain said bog in a good and efficient manner keeping said bog free from weeds and generally maintaining it in a productive condition. All costs of maintaining said bog shall be the responsibility of the second party, including utilities, proper irrigation and water supply. Care must be taken not to cause flood damage to adjacent properties. Failure to properly maintain said bog shall constitute a breach of the lease.

All uses of the leased premises by the second party shall be in accordance with the Contract Documents. During the term of this lease, the Conservation Commission shall have the right to utilize such portions of the leased premises as it deems necessary (including the existing bog roads) to carry out the management and control of the leased premises for preservation, conservation, and passive recreation, which may include public access. Such management and control shall not unduly interfere with the rights and obligations of the second party to properly conduct the operation of the cranberry bogs and proposed agricultural use as specified in the attached Sketch Plan (Exhibit F) of proposed use in accordance with the provisions of this lease. Any changes to the said attached use plan shall require prior review and recommendation of the Conservation Commission and prior written approval from the Board of Selectmen and shall be within the scope of the Request for Proposals.

The second party agrees to indemnify, defend with counsel approved by the first party, and hold harmless the said Town of Harwich (First Party) from any and all costs, claims and damages, including reasonable attorney's fees, which may be sustained by or asserted against the First Party as the result of the maintenance, operation and harvesting of said bogs or any other activity or condition on or of said bogs or the leased premises performed, allowed or suffered, whether permitted by this lease or not, by the second party.

There shall be no assignment of subletting of the leased premises.

Further, the second party agrees to abide by all applicable State, Federal local laws, by-laws and regulations, including without limitation those governing the maintenance and operation of cranberry bogs and governing the hiring of employees and covenants and agrees to do no act or thing which constitutes an unfair labor practice, or constitutes discrimination in employment and the second party agrees to maintain all necessary Workers Compensation insurance as well as liability insurance, as reasonably required from time to time by the First Party, which liability insurance shall name the first party as additional insured.

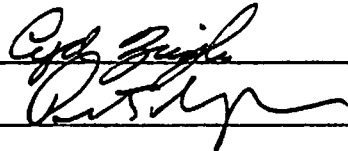
Any cranberry market order obtained by the town of Harwich can not be reassigned by the second party and shall remain the property of the town of Harwich.

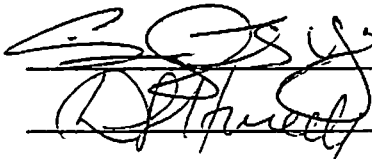
The executed Contract Documents shall consist of the following:

- a. Legal Notice
- b. Request for Proposals (RFP)
- c. Specifications
- d. Three (3) signed copies of Lease Agreement
- e. Sketch Plan of Bogs (Exhibit A)
- f. Disclosure of Beneficial Interests in Real Property Transaction (Exhibit B)
- g. Three (3) signed copies of the Technical and Cost proposals (Exhibit C)
- h. Certificate of Non-collusion and Tax Compliance (Exhibit D)
- i. Reference Form (Exhibit E)
- j. Certificate of Insurance (provided by proposer)
- k. Currently Required Liability Coverage Limits
- l. Sketch Plan of Proposed Use (MAIN STREET BOG-Exhibit F)


IN WITNESS WHEREOF, the parties hereto have interchangeably set their hands and seals to this and to another instrument of like tenor the day and year first written above.

TOWN OF HARWICH BOARD OF SELECTMEN:





SECOND PARTY:

 11/6/01 Cape Farm Supply

Approval as to form of Lease Agreement:

Jeanne McKnight, Kopelman & Paige
Town Counsel

Date: November 13, 2001

EXHIBIT F
Sketch Plan of Proposed Use

MAIN STREET
CRANBERRY BOG
LEASE AGREEMENT

Leo G. Cakounes d/b/a Cape Farm Supply

Please see the attached Sketch Plan of Proposed Uses for the uplands of the bogs.

Signature



Date

NOV 15 2001

FROM: [redacted]
 PASSED: 11/2 AM 11/20/00
 FROM: [redacted]
 TRAIL: [redacted]
 DATE: 11/20/00
 NAME: [redacted]

3
AREA

AND

WINTERAL

3

19

1

FLAX
FOND

Boys

Bags 1
AREA 1

2

4-24

Boys
AREA 4

PROPERTY BUILDING
D. 1010 FARM STAY

NOTHING

—

20

Q: name. Gender

Morgan et al.

AREA / USE

150

PASTORS / HONORARY (2003)

WATERBURY

Boonville, Tenn. :
(1914-15)

AREA 1 :

PRODUCTIONS OF CRANBERRIES, MAINTANCE OF
BOGS AS TO THEIR PRODUCTION OF BERRIES.

AREA 2 :

FENCED IN PASTURE AREA FOR GRAZING OF
ANIMALS LOCATED ALONGSIDE OF DRIVEWAY

AREA TO REAR OF PROPERTY, REBUILD EXISTING
BARN & SHED FOR ANIMAL HOUSING.

CREATE SOME FENCING FOR CONTAINMENT OF
ANIMALS ie: chickens, sheep, horse, cow
etc. IN MOST CASES THE FENCING USED WILL
BE CHAIN LINK KENNEL TYPE. REMOVEABLE AND
INTERCHANGEABLE.

ELECTRICITY AND WATER EXIST IN BUILDINGS
NOW AND WILL BE MAINTAINED.

AREA 3 :

NATURAL woodland : This area is set aside as
NATURAL wooded area FOR WILDLIFE AND NATURAL
WALK ACCESS.

I WILL MAINTAIN THE AREA IN CONJUNCTION WITH
TOWN WIDE BOG LEASE INFORMATION - Appendix J
TOWN WIDE BOG LEASE INFORMATION - Appendix J

AREA 4.

BOG MAINTANCE AREA.

AS DESIGNATED AREAS FOR SAND EXCAVATION.
 FOR BOG MAINTANCE
 ALSO ROADWAYS AROUND BOG FOR ACCESS
 AND BOG MAINTANCE.

AS TO THE IRREGULARITY OF SHAPE OF
 Bogs we intend to propose to the commission
 A PLAN TO SQUEEZE OFF AREAS, THIS WILL
 NOT BE DONE FOR SOMETIME BUT IT IS IN
 OUR RECLAIMING AND REBUILDING PLAN IN FUTURE.

SAND EXCAVATION SITES EXIST AS OF 10/10/01
 AND WILL BE OUR SOURCE UNLESS OTHERWISE
 CHANGED WITH COMMISSIONS APPROVAL IN FUTURE.

We intend to HAVE AREAS FOR MULCHING
 OF WEEDS AND DEBRIS REMOVED FROM Bogs
 AND ROADWAYS.

THE CONSTRUCTION OF BUILDING "I" WHICH WILL
 BE OUR FARM STAND IS PROPOSED. THIS IS
 A 10X16 SHED WITH SM. DECK & DOCK.


AREA 4 CONTINUED:

ALONG MAIN STREET A FENCE WILL BE INSTALLED WITH GATE ON DRIVEWAY AND BOG ACCESS ROAD TO EAST.

A PARKING AREA OF STREET WILL BE CREATED TO ALLOW THE PUBLIC TO PARK AND WALK AROUND AREA 4 AND ACCESS AREA 3 BY FOOT.

OTHER FENCING AND GATES MAY HAVE TO BE INSTALLED TO CONTROL ACCESS AND USE, i.e. THE TRAVEL BY HORSE, MOTOR BIKE, BICYCLE, OR MOTOR VEHICLE. MOST CONCERN IS ROADWAY TO WEST OF PROPERTY AND ITS POSSIBLE USE BY UNSUPERVISED CHILDREN.

THROUGHOUT THE PROPOSAL WE ENCOURAGE THE PUBLIC'S ACCESS TO THE PROPERTY. YET WE BELIEVE IN EQUAL USE, SHARED USE, AND MOST OF ALL SAFE USE. THIS CAN ONLY BE ACCOMPLISHED WITH CONTROL AND SUPERVISION.

ACORD. CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YY) 11/20/2001	
PRODUCER MARK SYLVIA AGENCY 770A MAIN STREET OSTERVILLE, MA 02655		508-428-0440		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURERS AFFORDING COVERAGE					
INSURED LEO G CAKOUNES 4 SPRINGTIDE LN. HARWICH, MA 02645		INSURER A: FARM FAMILY CASUALTY INSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E:			
COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
	CLAIMS MADE OCCUR				MED EXP (Any one person) \$
					PERSONAL & ADV INJURY \$
					GENERAL AGGREGATE \$
					PRODUCTS - COMPROP AGG \$
GEN. AGGREGATE LIMIT APPLIES PER POLICY PROJECT LOC					
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (E) accident \$
	ANY AUTO				
	ALL OWNED AUTOS				BODILY INJURY (Per person) \$
	SCHEDULED AUTOS				
	HIRED AUTOS				BODILY INJURY (Per accident) \$
	NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	OCCUR CLAIMS MADE				AGGREGATE \$
					\$
	DEDUCTIBLE				\$
	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS \$
					EL EACH ACCIDENT \$
					EL DISEASE - EA EMPLOYEE \$
					EL DISEASE - POLICY LIMIT \$
OTHER A SPECIAL FARM PACKAGE 2001 G 1280 05-21-01 05-21-02 LIABILITY 1,000,000 10					
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS PROPERTY INSURED FOR A CRANBERRY FARM AT 374 MAIN STREET, HARWICH, MA 02645. THE TOWN OF HARWICH IS NAMED AS AN ADDITIONAL INSURED					
CERTIFICATE HOLDER		ADDITIONAL INSURED; INSURER LETTER: X		CANCELLATION	
TOWN OF HARWICH C/O RON SANDERS ASSISTANT TOWN ADMINISTRATOR 732 MAIN STREET HARWICH, MA 02645		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.			
		AUTHORIZED REPRESENTATIVE 			

VI. BID PAYMENT BREAKDOWN

I have taken a base payment of \$2,500 annually and increased it by 2-½% each year to arrive at the payment schedule.

The base of \$2,500 was arrived at by the amount of tax revenue received by the Town if the property were to be held privately and taxes were paid on it under Chapter 61A.

The 2-½% increase was used as a factor because of the Town's revenue steadily increases by that amount with the exception made for override vote items.

(Please see the following attached sheets and receipts for calculations.)

LEASE OF CRANBERRY BOGS – COST PROPOSAL/BID FORM

The price proposals submitted for review can be graduated or fixed amounts in yearly payments. Proposals must specify how they arrived at said payment, *i.e. based on yearly yield of crop projected by past production or Cranberry Marketing Order.*

Also, specify if lease payments are subject to Production, Market Price, or Guaranteed each year.

ACKNOWLEDGEMENT OF RECEIPT OF ANY ADDENDA _____ (list ALL received)

1. MAIN STREET BOG - \$63,859 Total over 20 year lease. THE ANNUAL LEASE PAYMENTS ARE GUARANTEED.

(Please fill in each year with a dollar amount or \$0.00.)

Annual Lease Payment Plan

2002	\$2500	2006	\$2759	2010	\$3046	2014	\$3362	2018	\$3711
2003	\$2562	2007	\$2828	2011	\$3122	2015	\$3446	2019	\$3804
2004	\$2626	2008	\$2899	2012	\$3200	2016	\$3532	2020	\$3899
2005	\$2692	2009	\$2971	2013	\$3280	2017	\$3620	2021	\$4000

2. CHATHAM BOG (It is the Proposer's intent not to respond on this Bog)

Cost Proposals for each bog will be submitted in duplicate, in the same sealed envelope as the TECHNICAL Proposal. Each should be clearly marked "LEASE OF CRANBERRY BOG – COST & TECHNICAL PROPOSAL/CHATHAM or /MAIN STREET (indicate which bog)". Prices must be submitted using this Cost Proposal form (2 copies are included in the RFP for your convenience.

Proposer Name, Address: CAPE FARM SUPPLY
LEO G. CAKOUNES
4 Springtide Lane, Harwich Port, MA

Signature: _____

Date: 6/19/01

(Above must be a signature of a person authorized to sign and contract for the Company.)

Exhibit C

Appendix K

Land Stewardship Action Items

July 11, 2012

Harwich Conservation Commission
732 Main Street
Harwich, MA 02645
Attn: Amy Usowski, Administrator

RE: Land Stewardship Report Action Items

Dear Ms. Usowski and Members of the Conservation Commission:

BSC has prepared this Action Items List based upon the Land Stewardship Report submitted to the Town of Harwich. The following action items are site specific and should be completed as resources become available:

Depot Street:

- Work with the bog operator to protect turtle nesting sites within the borrow pits being used for bog operations.
- Work with the bog operator to reduce impacts to fish, especially Herring Fry, by preventing fish from traveling through the sluice. Netting may be used around the intake to keep fish away from the sluice during flooding operations.
- Close/narrow trails to reduce ORV use.
- Once the bog lease is up consideration should be given to close the bogs and recreate a natural stream and BVW. This may provide the Herring with a natural stream to access the ponds. It would also improve water filtration, absorption, cover, wildlife habitat, etc.

Robbins Pond:

- Gates or boulders or wood poles should be placed on each end of East Gate Road, the road should be closed on each end and parking lots should be created. Roadway should be narrowed to walking paths for access. This area can't be monitored by police because the road is too dangerous to travel. All parties, dumping, fires, drinking, ORV use and illegal activities should be stopped immediately. Non-criminal citations should be given to violators.

Slowatyki Property:

- Area should be left as is and the trails closed. This area has high value in habitat protection (especially for River Otter and endangered species) and should be left natural.
- The hunting camp on the island should be removed, and if possible, hunting prevented in this area to protect the habitat and animals using it.
- Protection for the Otter slide should be of highest concern at this parcel.

349 Main Street
(Route 28), Unit D
West Yarmouth
MA 02673

Tel: 508-778-8919
800-288-8123
Fax: 508-778-8966

www.bscgroup.com

Engineers

Environmental
Scientists

GIS Consultants

Landscape
Architects

Planners

Surveyors



Texeira Property:

- Consider signage to describe the unique ecosystems and site history with additional benches for bird watching.
- Enforce a no dog policy and consider creating a dog park for the town. This would provide dog owners with an alternative place for their dogs to run that won't interrupt the bird population and bird watching at this site.
- Review and certify the potential vernal pool located within the blocked off ditches of the old cranberry bog at the site. Maintain only the main channel to protect the potential vernal pool.
- Cut the site once per year to maintain grassland habitat but not within the BVW or buffer zone.
- Look into the golf course disposal site within the BVW and stop BVW impacts if possible.

Lothrop Avenue Parcels:

- Review and certify potential vernal pool.
- Monitor for invasive species, especially Phragmites, as it is growing across the street.
- Remove side trails located within the resource areas.
- Consider installing a sign describing the history of the small pox burial site and unique Atlantic White Cedar ecosystem.
- Consider wildlife viewing benches. This may include a pier with viewing platform across Lothrop Avenue within the salt marsh associated with the Herring River.

Grass Pond:

- The Site should be preserved as wildlife habitat. No work should be done at this location except for invasive species monitoring.
- If available, the town should consider purchasing additional parcels around Grass Pond to provide additional protection.
- Work with the neighboring golf course to stop dumping of grass clippings within the BVW and buffer zone.

Skinequit Pond:

- Consider purchasing adjacent property with dock access and parking. Remove the existing home and preserve the area for recreational use, picnicking, fishing and public pond access.
- Re-create the Herring ladder and clear the stream through the Phragmites to improve access for Herring and Alewife (off-site). Consider purchasing the land containing the fish ladder to allow the town to maintain it.
- Caution should be taken at this site as the existing bog contains an extremely high population of Deer Ticks.
- Consider removing a portion of the existing berm at the old bog to improve flood controls, BVW and habitat for fish.

Monmoy River – Isabella Smith Property:

- Invasive species removal as shown of the Management Map.



- Install a new box culvert at the Route 28 crossing to improve tidal flushing and access by Tommy Cod, American Eel, Crabs and shellfish.
- Continue to keep dogs out of this area to protect the exceptional bird watching habitat. Consider non-criminal citations for dog walkers and a town dog park as an alternative. Signage may also be used to describe why dogs are banned from this area and where dog owners can take dogs.
- Downed trees crossing the trails should be pruned and left on the trail to discourage ORV use. Pruning consists of cutting the limbs to make it easy to walk over the downed tree, but leaving the tree itself or cutting a small section of tree to walk through. Allow the Sphagnum Moss area previously widened to re-grow to protect this unique micro-habitat. Never widen trails to more than a single track.
- Protect Pitch Pines from borers by using Oak chips and preventing erosion and exposed roots.
- Consider new benches and openings for viewing of the river and wildlife.


Merckel Beach:

- Stop homeowners from creating individual personal trails through the dunes for beach access. Work with homeowners to combine trails into fewer main trails to protect the sensitive ecosystem and nesting bird habitat.
- No dogs should ever be allowed in dunes to protect nesting bird habitat.
- A small parking lot may be considered at the beach entrance to provide additional public access and usage of the beach and town owned property.

Great Swamp Bog:

- Remove East Gate Road (as described in Robbins Pond above).
- Close ORV trails and issue non-criminal citations for violators. Additional fines should be considered for anyone riding on the bog as this impacts crop production for the bog operator.
- Remove the cement pump house if no longer used by bog operator. This structure is a potential hazard and should be removed. The BVW in this area can also be replanted for additional wildlife habitat.
- Remove trash and debris along East Gate Road and at party locations near the bog.

Sincerely,
BSC Group, Inc.


Matthew Creighton, WPIT
Environmental Scientist
Project Manager