

SELECTMEN'S MEETING AGENDA*

*Griffin Room, Town Hall
Regular Meeting 6:30 P.M.
Monday, November 30, 2015*

I. **CALL TO ORDER**

II. **PLEDGE OF ALLEGIANCE**

III. **WEEKLY BRIEFING**

IV. **PUBLIC COMMENT/ANNOUNCEMENTS**

A. New initiatives by Garden Club of Harwich – *Diane DiGennaro, President*

V. **CONSENT AGENDA**

A. Approve Minutes –

1. November 9, 2015 Regular Meeting
2. November 16, 2015 Executive Session

B. Approve Job Description for Assistant Library Director

C. Approve application by Wychmere Harbor Functions Limited Partnership for Pledge of Liquor License as required by lending institution

D. Approve petition by Verizon New England and Eversource Energy to relocate a pole on Harbor Way

E. Approve renewal of 2016 Mooring Servicing Agent Permits as recommended by Harbormaster

VI. **PUBLIC HEARINGS/PRESENTATIONS** (*Not earlier than 6:30 P.M.*)

A. Annual Meeting - Library Trustees – *Mary Warde*

B. Update on Accela permitting software – *Paula Champagne*

C. Presentation – Town Engineer's design of Lower County Road project – *Lincoln Hooper*

D. Presentation – Saquatucket Marina Dock Replacement Design – *Bourne Engineering*

E. Presentation - Judah Eldridge Property – *Jim Cheverie*

VII. **OLD BUSINESS**

VIII. **NEW BUSINESS**

A. Wastewater Moment – 2016 Annual Town Meeting Goals –

- Inter-Municipal Agreement with Chatham
- Governance Organizational Structure
- Recharge Site
- East Harwich Sewer Design
- Water/Wastewater Infrastructure Fund

IX. **TOWN ADMINISTRATOR'S REPORT**

A. Muddy Creek Construction Schedule

X. **SELECTMEN'S REPORT**

XI. **ADJOURNMENT**

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

Authorized Posting Officer:

Posted by: _____

Town Clerk

Ann Steidel, Admin. Secretary

Date: November 23, 2015



The Garden Club of Harwich, PO Box 301, Harwich Port, Massachusetts 02646
gardenclubofharwich.org

The Harwich Board of Selectmen
c/o Mr. Christopher Clark,
Town Administrator
732 Main Street
Harwich MA 02645

November 13, 2015

Dear Mr. Clark and Board of Selectmen,

The Garden Club of Harwich is enjoying a renaissance of sorts. Our fundraising has been very successful these past few years. We are poised to take on new projects that further our civic beautification mission. We presently care for 19 public spaces and over 30 blooming barrels. We provide a hundred holiday wreaths throughout the town, as well as coordinate a litter pick-up program. We offer scholarships and toolships. Our new initiatives include environmental grants to Harwich schools, as well as a Community Outreach program providing fresh flowers to the elderly and shut-ins. We are also enhancing our public parks with a more robust selection of perennials, shrubs and trees.

Our most ambitious project this spring will be the replacement of our Blooming Barrels. They are falling apart and in serious need of an upgrade. We will be replacing them with commercial grade 28"x28" square, black polyethylene planters. These are weather resistant. They are a great balance of classic style and durability. We are widening the scope of their placement to include Harwich Center.

We are so pleased to be partnering with the town on any and all of these projects. Link Hooper, the Director of Public Works, has been incredibly helpful in supporting these initiatives. His crew will help with the removal of the old barrels and the placing of the new ones. He's working closely with our Civic Beautification Chairpeople (Sally Smith and Amy Natiello) to improve our public spaces. I'm attaching their letter which details all the exciting projects underway. Amy Usowski, the Conservation Director, also has been extremely knowledgeable and open to improving Thompson's Field.

What a gift to live in a town where partnerships such as ours can flourish to improve the quality of life. I'm happy to talk further about any of these initiatives. Please know that we're always open to your ideas for making Harwich a more vibrant space.

Sincerely,

Ms. Diane DiGennaro, President

Helping To Keep Our Community Beautiful



The Garden Club of Harwich, PO Box 301, Harwich Port, Massachusetts 02646
gardenclubofharwich.org

Link Hooper
Director of Highways & Maintenance
273 Queen Anne Road
Harwich, MA 02645

November 11, 2015

Dear Link,

As the year draws to a close, we want to thank you for all that you and your crew do for the town and especially for the many ways that you have supported the efforts of the garden club. Without your advice and assistance, we would not be able to accomplish many of our projects.

So much that you do is from behind the scenes: making sure our water sources are turned on and off, delivering mulch and loam, carting away debris, cutting large limbs from trees, conducting fall clean-ups in our large gardens, assisting in digging holes for large plantings, removing overgrown shrubs.... How could we tend 19 town public spaces without your help?!

For your information, attached is our 2014-2015 Annual Summary for the public places that our club maintains, including the number of hours members worked and the amount of money spent for each garden.

The highlight of the year was our joint project to enhance the Exit 11 welcome sign and garden. By creating a raised bed and relocating the sign for better visibility and safety, a beautiful welcoming sight now greets visitors and residents alike to our town. Below is a photo in fall splendor.

Now, together we are embarking on creating another beautiful entrance to our town at the West Harwich/Route 28 site at Chase Library. Your help in storing and transporting the welcome sign for refurbishing is tremendous. Reinstalling it and creating a low raised bed will allow for more loam for us to plant eye-catching specimens.

The last column in the attached summary indicates a projection of expenses for the 2015-2016 year. Thanks to the efforts of our members in conducting excellent fundraising events this past year, we have a significant increase of funds to enhance our gardens with native, drought tolerant plantings.

Helping To Keep Our Community Beautiful



The Garden Club of Harwich, PO Box 301, Harwich Port, Massachusetts 02646
gardenclubofharwich.org

With your help, our goals include adding a water source at Exit 10, Exit 11, and Richard Rogers Memorial Park (at the intersection of Chase and Main), as well as change Doane Park's irrigation. At the moment, we are exploring approval of the removal of the hedge around Brooks Academy to be replaced with fencing and having the fountain repainted. This spring, we will address the U-shaped area at Thompson's Field created by the new exit on Chatham Road. Our plans are to revamp the garden to echo the natural wildlife beyond.

We look forward to our continued shared efforts to enhance The Harwiches!

Sincerely,

Amy Natiello & Sally Smith

Amy Natiello and Sally Smith,
Civic Beautification Co-Chairs

cc: The Harwich Board of Selectman
c/o Mr. Christopher Clark, Town Administrator



Exit 11 Welcome Sign, Fall 2015

Helping To Keep Our Community Beautiful

Civic Beautification Gardens – Summary – June 2015

CB Garden	Chair thru 6/15	Work Description	2015 Totals		Projected 2015-2016 \$
			Hours	Exp \$ **	
Brooks Academy	Jane Martin	Summer watering, weeding. Fall clean-up - remove annuals, plant bulbs. Spring clean-up, Apply compost, add new plantings, weed, edge. Summer watering schedule.	160	435	300
Brooks Academy Fountain	Nancy Pollard	Watering regularly during Summer. Fall clean up , bulb planting. Holiday decorations & spotlight. Clean fountain, fill, add chlorine. Apply Harwich Gold – and top soil because of tree roots. Select and plant shade annuals	70	171	675
Brooks Free Library	Nancy Hipp	Water, weeding, deadheading. Fall clean up, bulb planting. Spring clean-up, planting, replace damaged plants/ shrubs, weeding watering – (Town added water spigot at building Bank Street side in 2014)	130	119	200
Brooks Park Entrance	Aileen Demeusy	Summer watering, weeding. Fall clean-up, bulb planting . Spring clean up, selecting plant materials, planting, maintenance. Added 3 Percy Williams rhododendron.	1110	629	470
Chase Library	Pattie Tworek	Summer watering, weeding. Fall clean-up, removal of damaged/dying rose bush, pruning struggling Japanese Willow. Removal of sun perennials due to increasing shade. Cut back grasses. Spring clean-up, apply compost, plant new materials , annuals . Purchase, spread mulch.	70	73	300
Doane Park	Sue Mills	Summer watering, weeding, checking for problems. Fall clean-up raking, cutting back, weeding, bulb planting. Assembled holiday swags for fence posts. Swag removal. Scheduled several Spring clean-ups, edging, weeding, to prep for Town spreading mulch/Plant Sale.	540	19	1,500
Exchange Park	Judie Palleschi	Summer watering, dead heading, planting, weeding, pruning. Cut back Montauks. Fall plant bulbs, clean-up, divide daisies, lilies, remove viburnum. Spring clean-up, prep for town mulch /edging. Plant annuals for summer color.	57	349	400
Exit 10	Judy Martindale	Summer watering, weeding. Fall planting of bulbs, clean-up. Planted two Dwarf Spruce, weed , Spring clean up, Plant geraniums, water weed. Added 2 new hydrangea bushes.	90	193	468
Exit 11	Judi Cutts	Raised bed completed & sign moved. Annuals planted.	20	1714	700
HES Memorial Park	Sally Smith	All expenses were paid with a grant through HES.		0	200
Julien Road	Priscilla Perkins	Summer water, weed. Fall clean-up, plant bulbs and Mums, weed. Winter, remove mums, add Christmas décor. Spring clean-up, repair plow damage, apply 4 bags H Gold, prune, weed, apply mulch.	165	157	600
Millennium & Albro Park	Susan Pleines	Summer watering, weeding. Fall bulb planting, raking leaves clean-up. Spring clean-up, spread H Gold. Planted perennials. Boxwoods suffered Winter damage, some needed replacement..	65	319	600
Peace Garden	Mary Ann Wall	Summer watering, weeding, general maintenance. Fall clean-up, bulb planting. Spring clean-up of leaves & debris, spread 2 bags compost, annuals, pruning and trimming.	63	13	26

Richard Rogers Memorial Park	Irene Mitchell	Summer water, deadhead, sweep, rake, feed, fertilize. Fall bulb planting, dead head, clean-up. Spring clean-up, apply compost, plant roses, perennials, annuals, add mulch. Water plant donated plants.	75	287	500
Saquatucket Harbor	Nancy Patterson	Dead head, clean-up. Fertilize, weed, bulb planting, planting drought tolerant perennials. Some needed replacement after harsh winter.	48	58	305
So Harwich Post Office	Cindy Lastih	Summer watering, weeding, deadheading. Fall clean-up. Spring clean-up, planting, mulch.	40	19	200
Thompsons Field	Kathleen Welch	Major weeding, trimming, pruning, planting bulbs -Lost team members + need new chairperson.. Town mows front grassy area. Plans for 2015-2016 for town to change egresses and GCOH to revamp garden.	110	00	TBD
W Harwich Post Office	Linda Felice	Summer, remove pansies, watering, dead head. Fall remove annuals, plant kale, mums. Winter remove fall plantings, add evergreen boughs. Spring, clean soil, add H Gold, add fertilizer, plant pansies.	41	259	300
Wychmere Harbor Overlook	Joann Root	Summer watering, deadheading, weeding. Fall plant bulbs, weed, water, prune. Set up & remove holiday display. Spring clean-up, ad H Gold, plant annuals, also maintain two area memorial stones.	35	63	200
Total Hours Spent Working			2889		
Total Expenses reimbursed to CB Garden Chairs +GC expenditure for Exit 11 materials for raised bed installed by DPW				4877	7944
Overall Civic Beautification	Compile CB garden orders, ensure pick-up for each garden; Harwich Gold. Coordinate, shop for, deliver and plant annuals for Harwich Jr Theater, Albro House.: \$180 Order Signage for CB Awards, coordinate committee, scout for nominees, coordinate materials, announcements etc. certificates, frames.: \$50 Select, order and disseminate to all CB Chairs :Spring Bulbs - \$700.00			180 50 700	957: bulbs 2000: irrigation
Total general expenditures for CB				930	
Total Expenditures				5807	
Total Estimated Expenses 2015 - 16					***10,901

**** ROUNDED NUMBERS**

DOES NOT INCLUDE THOMPSON'S FIELD INITIATIVE FOR RECREATING GARDEN, SPRING 2016***

**MINUTES
SELECTMEN'S MEETING
GRIFFIN ROOM, TOWN HALL
MONDAY, NOVEMBER 9, 2015
6:30 P.M.**

SELECTMEN PRESENT: Brown, Cebula, Hughes, LaMantia, MacAskill

OTHERS PRESENT: Town Administrator Christopher Clark, Assistant Town Administrator Charleen Greenhalgh, Chief Clarke, Deputy Chief Farrenkopf, David LeBlanc, Scott Tyldesley, Barry Worth, Dana DeCosta, Liz Argo, and others.

MEETING CALLED TO ORDER at 6:30 p.m. by Chairman Hughes.

WEEKLY BRIEFING

- A. Presentation of Proclamation to Deputy Chief Kent Farrenkopf upon his resignation as Deputy Chief to accept Fire Chief position in Town of Eastham

Chief Clarke thanked Deputy Chief Kent Farrenkopf for his 32 years of commitment and service to the Harwich Fire Department. Chairman Hughes presented Deputy Chief Farrenkopf with a resolution honoring his years of service and wished him success in his new position as Chief of the Eastham Fire Department.

- B. Introduction of David LeBlanc and Scott Tyldesley as newly promoted Deputy Fire Chief and Lieutenant, respectively – Chief Clarke

Chief Clarke introduced David LeBlanc as the new Deputy Fire Chief and Scott Tyldesley as the new Lieutenant effective November 16, 2015. The Board congratulated them and wished them success in their new positions.

- C. Announcement of Public Hearing on CPC application for fenced in off-leash areas at Thompson's Field – Amy Usowski

Ms. Greenhalgh announced that the Conservation Commission will hold a Public Meeting on November 12, 2015 at the Community Center at 6:30 p.m. to present their application to the Community Preservation Committee for the installation of fenced in off-leash areas for dogs on the Route 39 side of Thompson's Field.

CONSENT AGENDA

- A. Approve Minutes –
1. October 19, 2015 Regular Meeting
 2. October 26, 2015 Regular Meeting
 3. November 2, 2015 Executive Session

- B. Approve appointment of David LeBlanc as new member to the Local Emergency Planning Committee and Barnstable County Regional Emergency Planning Committee
- C. Approve application for Change of Manager for Allen Harbor Yacht Club, Inc.
- D. Accept various donations to the Council on Aging Gift Account totaling \$340.00
- E. Approve application for Road Race by Ragnar Events LLC for May 13-14, 2016
- F. Approve request for assistance from the Caleb Chase Fund

Ms. Brown moved approval of the Consent Agenda. Ms. Cebula seconded the motion and the motion carried by a unanimous vote.

PUBLIC HEARINGS/PRESENTATIONS *(Not earlier than 6:30 P.M.)*

- A. Annual Meetings:
 - 1. Utility and Energy Committee – Barry Worth, Chair

Mr. Worth delivered the annual report of the Utility and Energy Committee and took questions from the Board.

- 2. Finance Committee – Dana DeCosta, Chair

Mr. DeCosta delivered the annual report of the Finance Committee and took questions from the Board. He distributed the attached report.

NEW BUSINESS (Taken out of order)

- A. Landfill Solar First Year Results and distribution of revenue – *discussion & possible vote*

Chairman Hughes outlined the following first year results of the landfill solar field and distribution of revenue and Ms. Argo took questions from the Board.

Harwich Landfill PV
8/1/14 - 8/9/15

kWh Share	NMC Share	PPA Cost Share	Net Benefit before Revenue Share	Revenue Share	Net Benefit after Revenue Share
3,328,060	\$564,485	(\$236,293)	\$328,192	\$101,561	\$429,752

Allocations by Department

	% of Harwich Total	kWh Share	NMC Share	PPA Cost Share	Net Benefit after Revenue Share
Water Dept	43%	1,431,066	\$242,729	(\$101,606)	\$141,123
Other Depts.	57%	1,896,994	\$321,756	(\$134,687)	\$187,069
Total	100%	3,328,060	\$564,485	(\$236,293)	\$328,192

Chairman Hughes stated that when the Board signed on they were led to believe that they would have \$300,000 available and they tied that money to union wage increases.

Mr. Clark stated that the \$328,000 is the Town's portion and 43% went to the Water Department. Chairman Hughes noted that we are in a deficit according to this accounting method. Ms. Cebula stressed that they agreed to this because at the time they were told that all the revenue would go to the general fund.

OLD BUSINESS

A. Proposed Adder to Agreement with CVEC – *discussion & possible vote*

Ms. Argo distributed the attached documents entitled "Further notes on CVEC Request for \$0.01 Adder on Round 1 Projects" and "Harwich Landfill: Net Metering Annual Report."

She reported that the adder would cost the Town \$43,591 or approximately 10.4%. She noted that she is still awaiting approval from Dukes County, Edgartown and Barnstable but all other towns have signed on. She said they need the Board's approval before they can do any legal work. She stated that it is "all or nothing" and if Harwich says no they will start making plans to cut back their services. Chairman Hughes reiterated that this money was earmarked for negotiated raises so if any of the Board members are thinking about turning money back, they need to think about where it would be coming from. He stressed that we don't have the money to give back. Mr. MacAskill asked for a new budget and calculations of benefits to the Town of Harwich. Chairman Hughes said it should be a "bare bones" budget. Ms. Cebula said they should be specific about what won't be provided in the new budget.

Ms. Argo asked Mr. Clark to send her an email of the Board of Selectmen's request so she can bring it to her board.

NEW BUSINESS (Continued)

A. Proposed upgrading of various Town department radios – Fire Chief – *discussion & possible vote*

Captain LeBlanc distributed the attached document entitled "Town of Harwich Radio System Upgrade." Chief Clarke stated that they are trying to make sure that we are prepared for a disaster as we don't have very good interoperability and that Police and Fire have a back-up system. He stated that the State is saying that the system is being upgraded and we will have to buy all new radios but they haven't even designed the upgrade yet. He stated that the Sheriff's Department is recommending we don't do anything this year and wait to see if there will be any State or Federal funding available. He gave assurance that Police and Fire can communicate effectively now but we need to plan for this. He requested to hold off on the radios at this time. Captain LeBlanc provided more specifics on what equipment would be required. Chief Guillemette said he fully supports what is being proposed and there is no need for immediate action.

B. Letter to Cape Light Compact regarding amendment process – *discussion & possible vote*

Ms. Cebula suggested making the language in the letter stronger and noted that we are asking the Cape Light Compact to change their charter to define significant changes versus administrative or housekeeping changes. She said the current letter just suggests that they think about it. The Board agreed and Ms. Cebula said she would bring back a new draft.

C. Wastewater Educational Moment – *discussion*

1. Figure 8-7: Pleasant Bay Watershed
2. Figure 8-12: Harwich Wastewater Needs Summary

Chairman Hughes provided an overview of Figure 8-7 and 8-12 of the Comprehensive Wastewater Management Plan.

TOWN ADMINISTRATOR’S REPORT

A. Free Cash – update

Mr. Clark outlined the following free cash analysis and took questions from the Board:

Revenues:	Amount
RE Taxes 2015	657,891
RE Taxes Prior Years	416,345
Tax Title	352,085
MVE	234,221
Ambulance	489,762
Waste Disposal	<u>359,023</u>
Total	2,509,327

B. Corrected 5-Year Plan Projection – update

Mr. Clark reported that there was an issue in the calculation and this is a corrected projection. He explained that originally we had a \$15,000 surplus after which the Accountant said that one of the revenue numbers was overstated. He said that a debt exclusion was double counted. He reported that we are in a projected deficit for FY17 in the amount of \$183,000 and on a \$60 million budget it is a fairly small amount. He said they would take that into account as the budget develops.

C. Capital Budget Request Summary (FY17 to 23) – update

Mr. Clark provided an updated Capital Budget Request Summary and outlined the significant changes.

SELECTMEN’S REPORT

Mr. MacAskill reported that he and Ms. Brown have agreed to switch liaison roles and he will now be liaison to the Utility & Energy Committee and Ms. Brown will be liaison to the Bikeways Committee.

ADJOURNMENT

Chairman Hughes adjourned the meeting at 8:22 p.m.

Respectfully submitted,

Ann Steidel
Recording Secretary

Town of Harwich, Massachusetts

Position Title: Assistant Library Director

Department: Library

Statement of Duties

The Assistant Library Director assists in the planning, administration, supervision and coordination of Library operations, activities and programs. Responsibilities include staff scheduling and coverage and all matters related to daily operation of the Library.

Essential Function

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

1. Manages day to day operations of the Library. Sets staff schedules and direct activities. Responsible for library-wide administrative matters and special projects as assigned by the Director. Assists in the selection, transfer, training, promotion, evaluation and termination of personnel. Interviews prospective employees, approves leave and schedule changes.
2. Manages the circulation function including, through the Shift Supervisor and Senior Library Technicians, training paraprofessional staff members in library routines, policies, and procedures; patron registration, holds management, materials check out and check in, handling of overdue and lost materials, fine collection, shelving and shelf reading, and stack maintenance. Serves as Volunteer Coordinator, and supervises the recruiting, training, and scheduling of volunteers. Implements new technologies and services such as Self-Checkout, Self Service of Holds and changes to the Integrated Library System.
3. Creates and implements a Staff Development Plan, identifies training needs; provides direct instruction and opportunities for professional development through development assignments, in-house training and continuing education programs. Trains paraprofessional staff and monitors work for accuracy and adherence to standards. Provides on the job training to coaches staff in the delivery of quality public library service in accordance with professional standards.
4. Monitors financial expenditures in the areas of the Library collection and programming provided for the public. Prepares an annual Collection Spending Plan using budgeted and non-budgeted trust and gift funds, distributing funds to the selectors for various areas of the collection. Tracks expenditures to ensure compliance with the plan and state standards for library certification. Coordinates scheduling and tracks expenditures on programs for adults, children, youth and people with disabilities to ensure compliance with Trust and Gift Spending Plan.
5. Responsible for special projects such as developing a Building Evacuation Plan, Disaster Plan and Collection Development Plan, as assigned by the Director. Initiates action for minor building maintenance repairs such as repairs to doors, windows, locks, lighting and plumbing, and tracks completion.

Town of Harwich, Massachusetts

6. Responsible for collection development of assigned areas. Reviews professional literature and selects materials appropriate to meet the needs and desires of patrons. Oversees cataloging and processing of those materials. Manages assigned areas of the collection, reviewing materials for currency, accuracy and completeness. Withdraws materials as needed and identifies areas of the collection needing updating and improvement.
7. Collects and analyzes statistical data on use of the Library services and resources of monthly reports and annual reports to the Massachusetts Board of Library Commissioners.
8. Participates in the activities of the library cooperative's automated network, including representing the Library and committee meetings, and integrates the cooperative's decisions and standards into Library operations. Represents the Library to community groups, town department meetings and regional meetings. Coordinates library-wide outreach effort to civic groups, non-profit organizations, and underserved segments of the community.
9. Responsible for a comprehensive publicity program educating the public on Library services and resources and informing them of upcoming programs and activities. Publicizes the availability of new services and resources to patrons in the Library, online users and the community through presentations, press releases, appearances on local cable programs and online calendars maintained by other organizations. Maintains assigned portion of the Library's website.
10. Provides reader's advisory services for patrons. Assists in patron's selection of reading materials through knowledge of the collection and current literature. Recommend authors, materials and resources. Locates sources for responding to reader's advisory questions and trains staff and the public in their use. Conducts book discussion groups and training programs.
11. Reviews library services, analyzes patron needs and researches and evaluates new products and services. Reviews professional literature for new services and programs that may be applicable to the Library, and to stay current with trends in the field. Provides professional expertise and guidance to the Library's Long Range Planning Committee and assists in setting goals and objectives to meet selected service responses. Plans and carries out activities in the Annual Action Plan.
12. Provides coverage at the Circulation Desk, checking materials in and out, responding to inquiries and requests from the public in person, on the phone and electronically as necessary. May shelf library materials; perform shelf reading and shift collections. May provide coverage of other public service desks as needed. In the absence of the Library Director, assumes charge of the Library and its operations.

Supervision

Works under the general supervision of the Library Director. Plans and carries out responsibilities with a high degree of independence in accordance with Library policies, professional standards, and budgetary limitations. Consults with the Library Director, as appropriate.

Town of Harwich, Massachusetts

Recommended Minimum Qualifications

Education and Experience

Three years experience as a professional librarian in a public library and 1 -2 years administrative/financial experience in a municipal public library. Master's Degree in Library and Information Science from an American Library Association accredited institution preferred.

Knowledge, Skills and Abilities

A candidate for this position should have:

- Knowledge of the principles of professional library work;
- Knowledge of automated library systems and emerging technologies;
- Ability to plan, organize and schedule a sustained program of library services in assigned areas of responsibility;
- Knowledge of reader Interest levels, books, authors and selection criteria; Ability to supervise the work of others;
- Excellent oral and written communication skills;
- Ability to establish and maintain harmonious interpersonal relationships with patrons and staff; and the
- Ability to create a welcoming atmosphere at the Library for community members and visitors of all ages, abilities and backgrounds.

Tools and Equipment Used

Equipment operated includes Computers, software, fax machine and other general office equipment.

Physical Demands

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

Minimal physical effort is required to perform administrative duties such as materials selection and staff scheduling; moderate physical effort under typical library conditions is required for tasks involving coverage of public desks and collection management and maintenance. Work at the Circulation Desk is characterized by constant moderate physical effort while performing a variety of tasks such as check in and check out, and retrieving materials from shelves at heights ranging from floor level to above the shoulder, emptying the book drop, and shelving and shifting of materials. The incumbent operates typical equipment found in an automated library such as a computer, printer, barcode reader, and copy machine. Must be able to push or pull a full cart or bin of books and lift and move cartons of library materials and other supplies delivered to the library. The employee is frequently required to stand for long periods, walk, sit, reach, bend and use hands to operate equipment. With or without adaptive equipment, the employee must speak and hear well enough to be able to communicate effectively with others and to read printed material. The employee lifts and moves boxes of books, equipment and furniture weighing up to 30 lbs.

Town of Harwich, Massachusetts

Work Environment

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

Work is performed in typical library conditions using standard automated equipment. Duties vary seasonally and according to fluctuations in library use and operations. The employee's schedule involves regular evening and weekend shifts. The employee has regular contact with library staff and volunteers, patrons, town employees, professional organizations, vendors and community groups. The Employee has access to confidential patron information and library record. Errors could result in poor customer service, inaccurate statistics, deterioration in the quality of the shared patron and bibliographic database, and the inability of the Library to meet its goals and objectives.

External and Internal applicants, as well as position incumbents who become disabled as defined under the American With Disabilities Act, must be able to perform the essential job functions (as listed) either unaided or with the assistance of a reasonable accommodation to be determined by management on a case by case basis.

Law Office of Singer & Singer, LLC

26 Upper County Road
P. O. Box 67
Dennisport, Massachusetts 02639

Andrew L. Singer

Myer R. Singer
Of Counsel

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Fax: (508) 398-1568
www.singer-law.com

November 4, 2015

Via Hand-delivery

Honorable Board of Selectmen
Town of Harwich Licensing Authority
732 Main Street
Harwich, MA 02645

Re: Liquor License Pledge Application

Dear Licensing Authority,

I am writing on behalf of Wychmere Harbor Functions Limited Partnership dba Wychmere Harbor Beach & Tennis Club, to submit the enclosed Liquor License Pledge Application for the licensed premises at 23 Snow Inn Road, two checks, and the required documentation for review by the Board and the ABCC.

It is my understanding that this request will be placed on the Board of Selectmen's Agenda as a Consent Agenda Item and does not require a public hearing process. We would like to be included on the Board's November 30, 2015 Agenda.

I will plan to be in attendance at the November 30, 2015, meeting to answer any questions you may have and am available to answer questions in the meantime as well. Thank you.

Very truly yours,


Andrew L. Singer

Enclosures

HARWICH BOARD OF SELECTMEN

Policy on the Pledge of Alcoholic Beverage License

This policy is designed to assist licensees and prospective licensees in understanding the Board of Selectmen's policy regarding the pledging of alcoholic beverages licenses:

1. Although the Board of Selectmen may, in its discretion, approve a license pledge of the alcoholic beverage license as collateral for a loan pursuant to M.G.L. Ch. 138, § 23, the Board of Selectmen reserves any and all rights it has to suspend, revoke, not renew, or otherwise regulate the license under M.G.L. Ch. 138, § 1, et al.
2. By its approval of the alcoholic beverage license and pledge of the license as collateral, the Board of Selectmen does not intend to become a party to the loan agreement and does not intend to bind or obligate the Town to any of the terms of the loan agreement.
3. In the event the license holder's pledge of license is approved by the Board of Selectmen, the pledge agreement and any associated loan documents must contain the following language:

“Notwithstanding the Harwich Board of Selectmen's approval of the alcoholic beverage license of _____, and pledge of the same as collateral pursuant to the terms of the agreement, the Board of Selectmen expressly reserves any and all rights it has to suspend, revoke, not renew, or otherwise regulate this alcoholic beverage license under M.G.L. Ch. 138, § 1, et al. Furthermore, the Board of Selectmen does not intend to become a party to this loan agreement and does not intend to bind or obligate the Town of Harwich to any of the terms of this loan agreement.”

4. In the event the lender requests a transfer of the alcoholic beverage license, the Board of Selectmen will not approve the transfer without the consent of the license holder or a final judgment from a court of competent jurisdiction adjudicating the lender as the sole holder of the pledged license under the terms of the loan documents.
5. The Board of Selectmen will not be bound or obligated to provide the notice to the lender of any actions that it takes relative to the alcoholic beverage license or license holder.
6. Upon suspension, revocation, or non-renewal of the alcoholic beverage license pledged as collateral, the lender shall immediately surrender the license to the Office of the Board of Selectmen in accordance with M.G.L. Ch. 138, § 65.

First Reading: September 25, 2006

Second Reading: October 2, 2006

Third Reading: October 10, 2006

Adopted: October 10/10/06



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 239 Causeway Street
 Boston, MA 02114
www.mass.gov/abcc

PETITION FOR CHANGE OF LICENSE

050600021

ABCC License Number

Harwich

City/Town

The licensee Wychmere Harbor Functions Ltd Partnership respectfully petitions the Licensing Authorities to approve the following transactions:

- Change of Manager
- Pledge of License/Stock
- Change of Corporate Name/DBA
- Change of License Type (\$12 ONLY, e.g. "club" to "restaurant")
- Alteration of Premises
- Cordial & Liqueurs
- Change of Location

Change of Manager

Last-Approved Manager:

Requested New Manager:

Pledge of License /Stock*

Loan Principal Amount: \$

16,000,000.00

Interest Rate:

4.5%

Payment Term:

10 yrs

Lender:

First Republic Bank

Change of Corporate Name/DBA*

Last-Approved Corporate Name/DBA:

Requested New Corporate Name/DBA:

Change of License Type

Last-Approved License Type:

Requested New License Type:

Alteration of Premises: (must fill out attached financial information form)

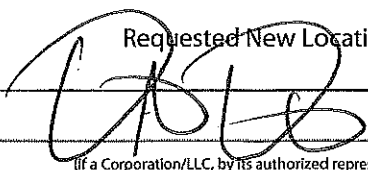
Description of Alteration:

Change of Location: (must fill out attached financial information form)

Last-Approved Location:

Requested New Location:

Signature of Licensee



Date Signed

9/9/15

(If a Corporation/LLC, by its authorized representative)

MASSACHUSETTS DEPT. OF REVENUE
P.O. BOX 7066
BOSTON, MA 02204



MARK E. NUNNELLY, COMMISSIONER
CHARLENE HANNAFORD, ACTING DEPUTY COMMISSIONER

WYCHMERE HARBOR FUNCTIONS LTD
23 SNOW INN ROAD
HARWICH PORT, MA 02646

T/P ID 271837723
Date 8/11/2015
Bureau CERTIFICATE

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

The Commissioner of Revenue certifies as of the above date, that the above named individual or entity is in compliance with its tax obligations payable under M.G.L. c. 62C, including corporation excise, sales and use taxes, sales tax on meals, withholding taxes, room occupancy excise and personal income taxes, with the following exceptions.

This Certificate certifies that individual taxpayers are in compliance with income tax obligations and any sales and use taxes, sales tax on meals, withholding taxes, and/or room occupancy taxes related to a sole proprietorship. Persons deemed responsible for the payment of these taxes on behalf of a corporation, partnership or other business entity may not use our automated process to obtain a Certificate.

This Certificate does not certify that the entity's standing as to taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law. Taxpayers required to collect or remit the following taxes must submit a separate request to certify compliance: Alcoholic Beverage Excise, Cigarette Excise, Sales Tax on Boats, International Fuels Tax Agreement, Smokeless Tobacco or Ferry Embarkation.

THIS IS NOT A WAIVER OF LIEN ISSUED UNDER GENERAL LAWS, CHAPTER 62C,
SECTION 52.

Very truly yours

A handwritten signature in black ink, appearing to read "Charlene Hannaford", is written over a horizontal line.

Charlene Hannaford, Acting Deputy Commissioner

**WYCHMERE HARBOR FUNCTIONS LIMITED PARTNERSHIP
CERTIFICATE OF VOTE RE: PARTNERSHIP RESOLUTIONS**

The undersigned, being the sole General Partner of the above-named limited partnership (the "Partnership"), hereby certifies that the following Resolutions have been unanimously approved and consented to by the General Partner and all of the Limited Partners of the Partnership, pursuant to Section 5.02 of the Partnership's Agreement of Limited Partnership:

VOTED:

That, in furtherance of the Partnership's Pledge of License dated January 15, 2015 in favor of First Republic Bank ("Lender"), the General Partner, Wychmere Holdings Corp., carry out whatever actions are necessary in order to apply for and consummate the Pledge of the Partnership's Alcoholic Beverages/Common Victualer License (the "License") to the Lender, as additional security for the Partnership's \$16,000,000.00 Term Loan from said Lender; and

VOTED:

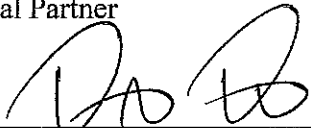
That, Demetrios Dasco, as duly authorized Treasurer, Secretary and Director of the Partnership's General Partner, Wychmere Holdings Corp., be authorized and directed to execute any and all documents and carry out such actions as he deems reasonable or necessary with respect to such Pledge.

The undersigned further hereby certifies that the foregoing votes and Resolutions have not been revoked or modified, and are still in full force and effect.

A copy of the License is attached hereto as Exhibit A.

WYCHMERE HARBOR FUNCTIONS
LIMITED PARTNERSHIP

By: Wychmere Holdings Corp., its sole
General Partner

By: 
Demetrios Dasco, its duly-authorized
Treasurer, Secretary and Director

8/31/15
Date

050600021
A 10-15-1985

LICENSE

050600021

ALCOHOLIC BEVERAGES

THE LICENSING BOARD OF

The...Town.....of.....Harwich.....CAPACITY 625

MASSACHUSETTS

HEREBY GRANTS A SEASONAL

COMMON VICTUALER

License to Expose, Keep for Sale, and to Sell

All Kinds of Alcoholic Beverages

To Be Drunk On the Premises

To...Wychmere Harbor Functions Limited Partnership dba Wychmere Harbor Beach & Tennis Club
Bruce A. Pelczarski, Manager

23 Show Inn Road, Harwich Port

on the following described premises
Wood frame structure adjacent to channel into Wychmere Harbor with 5 entrances, 2 dining rooms
2 kitchens; 4 lavatories. Deck and boardwalk adjoins channel on ground level. Deck adjoining
2nd level walking area on east side. 1st level cocktail lounge with bar and service bar off kitchen.
Liquor storage in cocktail lounge, kitchens and service bars.

This license is granted and accepted upon the express condition that the licensee shall, in all respects, conform to all the provisions of the Liquor Control Act, Chapter 138 of the General Laws, as amended, and any rules or regulations made thereunder by the licensing authorities. This license expires ~~December 31st, 2016~~ January 15th, unless earlier suspended, cancelled or revoked.

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed their official signatures this.....1st.....day of.....April.....20.....15

The Hours during which Alcoholic Beverages may be sold are

From.....8:00 A.M. - 1:00 A.M.

WEEKDAYS

10:00 A.M. - 1:00 A.M.

SUNDAYS & HOLIDAYS

L. Balchunas
[Signature]
[Signature]
LICENSING BOARD

THIS LICENSE SHALL BE DISPLAYED ON THE PREMISES IN A CONSPICUOUS POSITION WHERE IT CAN EASILY BE READ

**WYCHMERE HARBOR REAL ESTATE, LLC
MANAGER'S CERTIFICATE OF VOTE RE: COMPANY RESOLUTIONS**

The undersigned, being the sole Manager of the above-named limited liability company (the "Company"), hereby certifies that the following Resolutions have been unanimously approved and consented to by the Manager and all of the Members of the Company:

VOTED:

That, in furtherance of the Company's Pledge of License dated January 15, 2015 in favor of First Republic Bank ("Lender"), the Manager, Wychmere Holdings Corp., carry out whatever actions are necessary in order to apply for and consummate the Pledge of the Alcoholic Beverages/Common Victualer License (the "License") held by the Company's co-borrower and co-pledgor, Wychmere Harbor Functions Limited Partnership, to the Lender, as additional security for the Company's \$16,000,000.00 Term Loan from said Lender; and

VOTED:

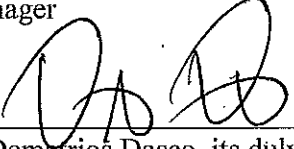
That, Demetrios Dasco, as duly authorized Treasurer, Secretary and Director of the Company's Manager, Wychmere Holdings Corp., be authorized and directed to execute any and all documents and carry out such actions as he deems reasonable or necessary with respect to such Pledge.

The undersigned further hereby certifies that the foregoing votes and Resolutions have not been revoked or modified, and are still in full force and effect.

A copy of the License is attached hereto as Exhibit A.

WYCHMERE HARBOR REAL ESTATE,
LLC

By: Wychmere Holdings Corp., its sole
Manager

By: 
Demetrios Dasco, its duly-authorized
Treasurer, Secretary and Director

Date

8/31/15

0198 9055 433
MASSACHUSETTS
ALCOHOLIC BEVERAGES

LICENSE

050600021

ALCOHOLIC BEVERAGES

THE LICENSING BOARD OF

The Town.....of.....Harwich.....CAPACITY 625

MASSACHUSETTS

HEREBY GRANTS A SEASONAL

COMMON VICTUALER

License to Expose, Keep for Sale, and to Sell

All Kinds of Alcoholic Beverages

To Be Drunk On the Premises

To.....Wychmere Harbor Functions Limited Partnership dba Wychmere Harbor Beach & Tennis Club
Bruce A. Pelczarski, Manager

.....23 Snow Hill Road, Harwich Port
on the following described premises
Wood frame structure adjacent to channel into Wychmere Harbor with 5 entrances, 2 dining rooms
2-kitchens; 4-lavatories; Deck and boardwalk adjoins channel on ground level; Deck adjoining
2nd level walking area on east side. 1st level cocktail lounge with bar and service bar off kitchen.
Liquor storage in cocktail lounge, kitchens and service bars.

.....
This license is granted and accepted upon the express condition that the
licensee shall, in all respects, conform to all the provisions of the Liquor Control
Act, Chapter 138 of the General Laws, as amended, and any rules or regulations
made thereunder by the licensing authorities. This license expires ~~December 31st,~~
20¹⁶....., unless earlier suspended, cancelled or revoked. ~~January 15th~~

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed their
official signatures this.....1st.....day of.....April.....20¹⁵.....

The Hours during which Alcoholic
Beverages may be sold are
8:00 A.M. - 1:00 A.M.

From.....
WEEKDAYS

10:00 A.M. - 1:00 A.M.

SUNDAYS & HOLIDAYS

L. Balchunas
[Signature]
[Signature]
[Signature]
LICENSING BOARD

THIS LICENSE SHALL BE DISPLAYED ON THE PREMISES IN A CONSPICUOUS POSITION WHERE IT CAN EASILY BE READ

PLEDGE OF LICENSE

Effective as of January 15, 2015, in consideration of a \$16,000,000.00 Term Loan from FIRST REPUBLIC BANK (“Lender”), to WYCHMERE HARBOR FUNCTIONS LIMITED PARTNERSHIP (“Pledgor”) and WYCHMERE HARBOR REAL ESTATE, LLC (“Real Estate LLC” and together with Pledgor collectively, the “Borrower”) and as evidenced by a Promissory Note of even date in the original principal amount of \$16,000,000.00 (the “Note”) from the Borrower, as the holder of a certain Common Victualer License (No. 050600021) for the sale of alcoholic beverages and food issued by the Town of Harwich in connection with the operation of the wood frame structure adjacent to the channel into Wychmere Harbor, located at 23 Snow Inn Road, Harwich Port, Massachusetts (the “License”) hereby collaterally (and subject to the approval of the Town of Harwich Licensing Board and the ABCC) pledges and assigns to the Lender and grants the Lender to the fullest extent permitted by law, a security interest in the License, together with any and all renewals and replacements thereto, all rights that have accrued and may hereafter accrue thereunder and the Pledgor’s right, title and interest therein and all proceeds thereof.

This pledge, assignment and grant of a security interest is to secure all obligations of the Borrower and/or the Pledgor to the Lender of every kind and nature and whether now existing or hereafter arising under the Note (as the same may be amended from time to time) any other loan documents (the “Other Loan Documents”) entered into in connection therewith (hereinafter, the “Obligations”). Capitalized terms not otherwise defined herein shall have the meaning set forth in the Note.

The Pledgor hereby irrevocably constitutes and appoints the Lender the true and lawful attorney of the Pledgor upon and during the occurrence and continuance of an Event of Default under the Note or the Other Loan Documents to (a) sell, transfer or otherwise dispose of the License at public or private sale, or by other appropriate methods for cash or on credit (any requirement of reasonable notice of such sale, transfer or other disposition shall be met if such notice is mailed by certified mail, postage prepaid, to the address of the Pledgor, whose mail address is 23 Snow Inn Road, Harwich Port, MA 02646, at least five (5) business days before the time of such sale, transfer or other disposition), and (b) upon such sale or sales, transfer or other disposition, to assign to the purchases full title thereto, free from any right of redemption, and, in the name of the Pledgor as applicable, to apply to the proper public authorities for such approval of any assignment so made as may be required by law or regulation. Expenses of retaking, holding, preparing for sale and selling the License pursuant to this Pledge shall include reasonable and actual attorney’s fees. The power of attorney hereby given by the Pledgor to the Lender shall be exercised in accordance with applicable law, and may be exercised by its successor and assigns.

The Pledgor, hereby covenants with and warrants to the Lender, as of this date, as follows:

1. Pledgor will request the approval, and if such request is approved and can be acted on by the Town of Harwich Licensing Board and the ABCC, shall secure the approval of the Pledge of License from the Town of Harwich Licensing Board and the ABCC.
2. The License is free from all encumbrances of every kind and nature.
3. The Pledgor will conduct the business of the Pledgor in an orderly and lawful manner, so as not to endanger the License or its value.
4. The Pledgor will apply seasonably to the proper authorities for renewal of the License or the application therefor, each year, and will pay the lawful annual fees therefor, and, at the expense of the Pledgor, as applicable, will take such lawful action as may be reasonable necessary to procure such renewal for each year, so long as any part of the Obligations remains outstanding. In the event of the Pledgor's failure to pay such lawful annual fees or take such lawful action, Lender may, at Lender's option and without obligation to it in any event, pay such annual fees or take such action. The expense and costs incurred by Lender pursuant to this paragraph shall be added to the Obligations, and shall be payable to the Lender by Pledgor on demand.
5. The Pledgor will not sell, transfer, assign, encumber or in any manner hypothecate the License without the express prior written consent of the Lender.
6. In order to effectuate the purposes of this Agreement, upon the exercise by the Lender of its rights hereunder upon the occurrence and continuance of an Event of Default under this Agreement, the Note or any Other Loan Document, the Pledgor will take all steps reasonably necessary or appropriate to accomplish a transfer of the License to the Lender's nominee, and, at the request of the Lender, will take any other action reasonably necessary to give the Lender's nominee the benefit of the License.
7. The Pledgor shall take all steps reasonably necessary and pay all sums required in order that the License be maintained and not be suspended or revoked.
8. The Pledgor shall pay to Lender on demand any and all reasonable expenses, including by not limited to, all reasonable and actual attorney's fees and expenses, which may be expended or incurred by Lender in its efforts to enforce its right and remedies under this Pledge Agreement.

It is understood and agreed that the obligations undertaken herein by the Pledgor are such as may be specifically enforced by equity; provided, however, that the foregoing intention is not in derogation of the right of the Lender, its successors and assigns, herein elsewhere given, to act in accordance with the terms of this Agreement without recourse to any court. Lender shall not be deemed to have waived any of Lender's right hereunder or under any other agreement, instrument or paper signed by the Pledgor unless such waiver be in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as waiver of such right or any other right. A Waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion. All of the Pledgor's rights and remedies, whether evidence hereby or by any other agreement, instrument or paper, shall be cumulative and may be exercise separately or concurrently and in any chronological order.

The Pledgor further agrees to execute and deliver to Lender any instrument or instruments necessary, proper or convenient to Lender, as reasonably determined by Lender, to carry into effect the terms, provisions and conditions of this Agreement.

It is understood that this assignment and grant of a security interest is made solely for the purpose of securing the Obligations, and, upon payment in full of the Obligations, it will become null and void.

Any rights given to the Lender hereunder may be further assigned by the Lender.

NOTWITHSTANDING THE HARWICH BOARD OF SELECTMEN'S APPROVAL OF THE ALCOHOLIC BEVERAGE LICENSE OF WYCHMERE HARBOR FUNCTIONS LIMITED PARTNERSHIP, AND PLEDGE OF THE SAME AS COLLATERAL PURSUANT TO THE TERMS OF THIS AGREEMENT, THE BOARD OF SELECTMEN EXPRESSLY RESERVES ANY AND ALL RIGHTS IT HAS TO SUSPEND, REVOKE, NOT RENEW, OR OTHERWISE REGULATE THIS ALCOHOLIC BEVERAGE LICENSE UNDER M.G.L. CH. 138, § 1, ET AL. FURTHERMORE, THE BOARD OF SELECTMEN DOES NOT INTEND TO BECOME A PARTY TO THIS LOAN AGREEMENT AND DOES NOT INTEND TO BIND OR OBLIGATE THE TOWN OF HARWICH TO ANY OF THE TERMS OF THIS AGREEMENT.

Upon the occurrence and continuance of an Event of Default under the Note or the Other Loan Documents, the Lender shall have the rights and remedies of a secured party under the Uniform Commercial Code, adopted in the Commonwealth of Massachusetts in addition to all other rights provided herein or otherwise.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Pledge of License as of the date first set forth above.

PLEDGOR:

**WYCHMERE HARBOR FUNCTIONS
LIMITED PARTNERSHIP**

By: WYCHMERE HOLDINGS CORP.

Its: General Partner

By: 

Jeffrey Leerink

Its: President

By: 

Demetrios Dasco,

Its: Treasurer

LENDER:

FIRST REPUBLIC BANK

By: 

Name: STEVEN STROUP

Its: VICE PRESIDENT

AMENDMENT OF LOAN DOCUMENTS

Reference is hereby made to a certain Loan Agreement, Promissory Note, Security Agreement and Assignment of Borrower's Interest in Contract Documents and Permits (collectively, the "Loan Documents") dated January 15, 2015, between Wychmere Harbor Functions Limited Partnership and Wychmere Harbor Real Estate, LLC as Borrower and First Republic Bank as Lender, relating to a Term Loan (the "Loan") from Lender to Borrower in the principal amount of \$16,000,000.00.

WHEREAS, a certain Pledge of License was executed by Borrower in favor of Lender, whereby the alcoholic beverage license held by Wychmere Harbor Functions Limited Partnership was pledged to Lender as additional security for the loan (the "Pledge"); and

WHEREAS, the Town of Harwich requires that certain language be included in such a Pledge and other Loan Documents in order to consider the approval request for such a Pledge.

NOW, THEREFORE, it is hereby agreed by Borrower and Lender that each of the Loan Documents shall be amended to include the following provision:

"Notwithstanding the Harwich Board of Selectmen's approval of the Alcoholic Beverage License of Wychmere Harbor Functions Limited Partnership, and Pledge of the same as collateral pursuant to the terms of this agreement, the Board of Selectmen expressly reserves any and all rights it has to suspend, revoke, not renew, or otherwise regulate this Alcoholic Beverage License under M.G.L. Ch.138, §1, et al. Furthermore, the Board of Selectmen does not intend to become a party to this Loan Agreement and does not intend to bind or obligate the Town of Harwich to any of the terms of this Agreement."

Except as expressly provided above, any and all other terms of the Loan Documents shall remain unchanged, and in full force and effect.

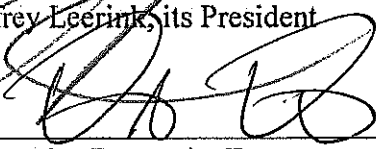
Executed as an instrument under seal, effective as of January 15, 2015.

BORROWER:

WYCHMERE HARBOR FUNCTIONS
LIMITED PARTNERSHIP

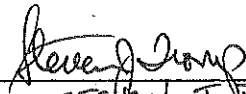
By: Wychmere Holdings Corp.,
its General Partner

By: 
Jeffrey Leerink, its President

By: 
Demetrios Dasco, its Treasurer

LENDER:

FIRST REPUBLIC BANK

By: 
Name: STEVEN J. TROUP
Its: VICE PRESIDENT



FIRST REPUBLIC BANK

It's a privilege to serve you®

PROMISSORY NOTE

(Term Loan – Fixed Rate -- Amortizing with Balloon Payment)

\$16,000,000.00

January 15, 2015

1. **Promise to Pay.** In installments and at the times stated in this Note, for value received, Wychmere Harbor Functions Limited Partnership and Wychmere Harbor Real Estate, LLC (collectively, "Borrower"), promises to pay to First Republic Bank ("Lender"), or order, at 111 Pine Street, San Francisco, California 94111, Attention: Commercial Loan Operations, or at such other place as the Lender may from time to time designate in writing, the principal sum of Sixteen Million and 00/100 Dollars (\$16,000,000.00), or so much thereof as may be disbursed by the Lender, with interest from the date of initial disbursement of all or any part of the principal of this Note (the "Disbursement Date") on unpaid principal at the interest rate or interest rates provided for in this Note.

2. **Interest Rate; Payment of Principal and Interest.**

2.1 **Certain Definitions.** For purposes of this Note, the following terms shall have the following definitions:

(a) **Note Rate.** The per annum interest rate on the principal sum of this Note which is outstanding from time to time.

(b) **Contract Rate.** A per annum interest rate equal to four and one-half percent (4.50%) per annum.

(c) **Payment Date.** February 15, 2015 and the same date of each month thereafter to and including the same date of the month immediately preceding the month in which the Maturity Date occurs.

(d) **Monthly Payment.** The total amount of the monthly installment payment of principal and interest due and payable under this Note on a Payment Date.

(e) **Calendar Date for Monthly Payments.** The same numerical date of each calendar month as the numerical date on which Monthly Payments are due under Section 2.1 (c) above, without reference to the specific calendar month of any such Monthly Payment.

2.2 **Interest.** From the Disbursement Date to the Maturity Date of this Note, the Note Rate shall be equal to the Contract Rate.

2.3 **Payments.** Subject to any re-amortization due in connection with any DSCR Paydown (as that term is defined in the Loan Agreement of even date between Borrower and Lender (the "Loan Agreement" which term shall include all modifications, extensions, renewals and replacements thereof), principal and interest shall be due and payable as follows:

(a) **Initial Interest Payment.** A single installment payment of interest only shall be due and payable on the first Calendar Date for Monthly Payments following the Disbursement Date. If the Disbursement Date falls on the same date as the Calendar Date for Monthly Payments, then no interest only installment payment shall be payable under this Section.

(b) **Amortized Payments of Principal and Interest.** Principal and interest shall be due and payable on each Payment Date as follows: Commencing on the first (1st) Payment Date after the Disbursement Date and continuing on each Payment Date thereafter, principal and interest shall be due and payable in equal monthly installments of Eighty-Nine Thousand Five Hundred Twenty-Five and 08/100 Dollars (\$89,525.06) each. The principal and interest payment set forth above shall be recalculated pursuant to the terms of the Loan Agreement if Borrower is required to make the DSCR Paydown.

13206191-v3

Loan No. 11-513011-7

Obfigor No. 0210367228, 0210367236

(c) **Payment on Maturity Date.** The entire unpaid principal balance of this Note and all accrued and unpaid interest thereon shall be due and payable on January 15, 2026 (the "Maturity Date"). BORROWER ACKNOWLEDGES AND AGREES THAT (1) THE LOAN EVIDENCED BY THIS NOTE IS NOT A FULLY AMORTIZING LOAN; AND (2) A SUBSTANTIAL PRINCIPAL BALANCE OR BALLOON PAYMENT OF PRINCIPAL SHALL BE DUE AND PAYABLE ON THE MATURITY DATE OF THIS NOTE.

3. **Loan Agreement; Interest Computation.** This Note arises out of a Loan Agreement dated the same date as this Note (the "Loan Agreement") executed by Borrower. All terms with an initial capital letter that are used but not specifically defined in this Note shall have respective meanings given to such terms in the Loan Agreement. All payments under this Note shall be made in immediately available funds and shall be credited first to accrued interest then due, thereafter to unpaid principal, and then to other charges, fees, costs, and expenses payable by Borrower under this Note or in connection with the loan evidenced by this Note (the "Loan") in such order and amounts as the Lender may determine in its sole and absolute discretion. If any payment of interest is not made when due, at the option of the Lender of this Note, such interest payment shall bear interest at the same rate as principal from and after the due date of the interest payment. Principal and interest shall be payable only in lawful money of the United States of America. The receipt of any check or other item of payment (a "payment item") by the Lender, at its option, shall not be considered a payment until such payment item is honored when presented for payment at the drawee bank or institution, and the Lender, at its option, may delay the credit of such payment until such payment item is so honored. Notwithstanding anything to the contrary contained in this Note, interest at the rates provided for in this Note shall be computed on the basis of a three hundred sixty (360) day year for the actual number of days during which the principal balance of this Note is outstanding. Borrower acknowledges and agrees that the calculation of interest on the basis described in the immediately preceding sentence may result in the accrual and payment of interest in amounts greater than those which would be payable if interest were calculated on the basis of a three hundred sixty-five (365) day year.

4. **After Maturity/Default Rate of Interest.** From and after either (a) the occurrence of an Event of Default (whether or not the Lender has elected to accelerate unpaid principal and interest under this Note as a result of such Event of Default); or (b) the maturity of this Note (whether the stated maturity date of this Note or the maturity date resulting from the Lender's acceleration of unpaid principal and interest), then in either of such circumstances, interest on the unpaid principal balance of this Note shall accrue at a rate equal to five percent (5.00%) per annum above the otherwise applicable Note Rate.

5. **Late Charge.** If any installment of interest, principal, or both principal and interest under this Note is not paid within ten (10) days after the date on which it is due, Borrower shall immediately pay a late charge equal to five percent (5.00%) of such installment to the Lender to compensate the Lender for administrative costs and expenses incurred in connection with such late payment. Borrower agrees that the actual damages suffered by the Lender because of any late installment payment are extremely difficult and impracticable to ascertain, and the late charge described in this Section represents a reasonable attempt to fix such damages under the circumstances existing at the time this Note is executed. The Lender's acceptance of any late charge shall not constitute a waiver of any of the terms of this Note and shall not affect the Lender's right to enforce any of its rights and remedies against any Person liable for payment of this Note.

6. **Waivers.** Borrower and all sureties, guarantors, endorsers and other Persons liable for payment of this Note (a) waive presentment, demand for payment, protest, notice of demand, dishonor, protest and nonpayment, and all other notices and demands in connection with the delivery, acceptance, performance, default under, and enforcement of this Note; (b) waive the right to assert any statute of limitations as a defense to the enforcement of this Note to the fullest extent permitted by law; (c) consent to all extensions and renewals of the time of payment of this Note and to all modifications of this Note by the Lender and Borrower without notice to and without in any way affecting the liability of any Person for payment of this Note; and (d) consent to any forbearance by the Lender and to the release, addition, and substitution of any Person liable for payment of this Note and of any or all of the security for this Note without notice to and without in any way affecting the liability of any Person for payment of this Note.

7. **Default.** The Loan Agreement provides, among other things, for the acceleration of the unpaid principal balance and accrued interest under this Note upon the occurrence of certain events. The Lender, at its option and without notice to or demand on Borrower or any other Person, may terminate any or all obligations which it may have to extend further credit to Borrower and may declare the entire unpaid principal balance of this Note and all accrued interest thereon to be immediately due and payable upon the occurrence of any Event of Default.

8. **Application of Payments.** Upon the occurrence of any Event of Default, the Lender, at its option, shall have the right to apply all payments made under this Note to principal, interest, and other charges, fees, costs and expenses payable by Borrower under this Note or in connection with the Loan in such order and amounts as the Lender may determine in its sole and absolute discretion.

9. **Modifications; Cumulative Remedies; Loss of Note; Time of Essence.** No modification or waiver by the Lender of any of the terms of this Note shall be valid or binding on the Lender unless such modification or waiver is in writing and signed by the Lender. The Lender's rights and remedies under this Note are cumulative with and in addition to all other legal and equitable rights and remedies which the Lender may have in connection with the Loan. The headings to sections of this Note are for convenient reference only and shall not be used in interpreting this Note. If this Note is lost, stolen, or destroyed, upon Borrower's receipt of a reasonably satisfactory indemnification agreement executed by the Lender, or if this Note is mutilated, upon the Lender's surrender of the mutilated Note to Borrower, Borrower shall execute and deliver to the Lender a new promissory note which is identical in form and content to this Note to replace the lost, stolen, destroyed or mutilated Note. Time is of the essence in the performance of each provision of this Note by Borrower.

10. **Attorneys' Fees.** If Borrower defaults under any of the terms of this Note, Borrower shall pay all costs and expenses, including without limitation attorneys' fees and costs, incurred by the Lender in enforcing this Note immediately upon the Lender's demand, whether or not any action or proceeding is commenced by the Lender.

11. **Applicable Law; Successors.** This Note shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts. This Note shall be the joint and several obligation of all Persons executing this Note as Borrower and all sureties, guarantors, and endorsers of this Note, and this Note shall be binding upon each of such Persons and their respective successors and assigns. This Note shall inure to the benefit of the Lender and its successors and assigns.

12. Borrower shall have the right to prepay all or part of the outstanding principal balance of this Note at any time without payment to the Lender of a prepayment fee or charge.

13. **Security.** This Note is secured.

(REMAINDER OF PAGE INTENTIONALLY BLANK)

(Signature Page Follows)

IN WITNESS WHEREOF, the undersigned have executed this Promissory Note UNDER SEAL to be effective as of the date first set forth above.

WITNESS:

BORROWER:

WYCHMERE HARBOR FUNCTIONS LIMITED PARTNERSHIP,
a Massachusetts limited partnership

By: Wychmere Holdings Corp.,
a Massachusetts corporation,
its General Partner

Bonnie Ruegger
Bonnie Ruegger

W.M.
Walter M. Mione

By: [Signature]
Jeffrey Lecrunk
Its: President

By: [Signature]
Demetrios Dasco
Its: Treasurer

WYCHMERE HARBOR REAL ESTATE, LLC,
a Massachusetts limited liability company

By: Wychmere Holdings Corp.,
a Massachusetts corporation,
its Manager

Bonnie Ruegger
Bonnie Ruegger

W.M.
Walter M. Mione

By: [Signature]
Jeffrey Lecrunk
Its: President

By: [Signature]
Demetrios Dasco
Its: Treasurer

**ASSIGNMENT OF BORROWER'S INTEREST
IN CONTRACT DOCUMENTS AND PERMITS**

Effective as of January 15, 2015, WYCHMERE HARBOR FUNCTIONS LIMITED PARTNERSHIP, a Massachusetts limited partnership and WYCHMERE HARBOR REAL ESTATE, LLC, a Massachusetts limited liability company both having a mailing address of 23 Snow Inn Road, Harwich Port, MA 02646 (hereinafter referred to as "Borrower", which term shall include its successors and assigns), for consideration paid, grants, transfers and assigns to FIRST REPUBLIC BANK, with a usual place of business at 411 Pine Street, San Francisco, CA 94111 (hereinafter referred to as "Lender", which term shall include its successors and assigns) to secure: (i) the payment of Sixteen Million AND 00/100 (\$16,000,000.00) DOLLARS, with interest thereon, payable as provided in a Promissory Note of even date (the "Note" which term shall include all modifications, extensions, renewals and replacements thereof); (ii) Borrower's obligations under a certain Mortgage and Security Agreement and Financing Statement of even date given to secure the Obligations as hereinafter defined; (iii) Borrower's obligations under a certain Loan Agreement, also of even date, entered into in connection herewith (the "Loan Agreement" which term shall include all modifications, extensions, renewals and replacements thereof); (iv) the obligations of Guarantors under any guaranty given with respect to obligations secured hereby; (v) all other obligations contained in or created under the Note or in or under any other instruments, documents or undertakings given or entered into as security for or in connection with the Note; and (vi) all covenants and agreements contained herein (all of the above enumerated obligations, as any of the same may be from time to time amended or extended, jointly and severally constituting the "Obligations" as that term is used herein and in any instrument, document or undertaking included within the term "Obligations") including (a) all of Borrower's right, title and interest in and to all contracts, agreements, plans and specifications and other documents or undertakings entered into or obtained by Borrower from third parties in connection with any Property governed by the Loan Agreement (hereinafter referred to as the "Contract Documents", which term shall include all changes, extensions, revisions, modifications, renewals, replacements and guarantees with respect thereto) and all licenses, permits, approvals, warranties now owned or hereafter acquired by Borrower with respect to the property ("Permits") above referred to. The Contract Documents and Permits relate to the certain parcel of land described in Schedule "A" attached hereto (hereinafter the "Property").

1. **BORROWER'S WARRANTIES**

Borrower warrants and represents that:

1.1 Borrower holds the interest and rights under the Contract Documents and Permits and there is not and will not be any assignment of any of the Borrower's rights under any of the Contract Documents or Permits to any person other than the Lender for so long as this assignment remains in effect.

1.2 Borrower is not in default under any of the Contract Documents or Permits and knows of no default on the part of any other party to any of the Contract Documents or Permits.

1.3 Borrower has not done or omitted to do any act which would estop Borrower from exercising any of Borrower's rights under any of the Contract Documents or Permits.

1.4 Borrower is not prohibited under any agreement with any other person or under any judgment or decree from the execution and delivery of this assignment or the performance of each and every covenant of the Borrower hereunder or in the Contract Documents or Permits.

1.5 No action has been brought or threatened which would in any way prohibit or impair the execution and delivery of this assignment or the performance of each and every covenant of the Borrower hereunder or in the Contract Documents or Permits.

2. BORROWER'S COVENANTS AND AGREEMENTS

2.1 Borrower will: (i) fulfill, perform and observe each and every condition and covenant of the Borrower contained in any of the Contract Documents and Permits; (ii) give prompt notice to the Lender of any claim of default under any of the Contract Documents or Permits given to or by the Borrower, together with a complete copy or statement of any information submitted or referenced in support of such claim; (iii) at the sole cost and expense of the Borrower, enforce the performance and observance of each and every covenant and condition of the Contract Documents and Permits to be performed or observed by any other party to any of the Contract Documents and Permits; and (iv) appear in and defend any action growing out of or in any manner connected with any of the Contract Documents and Permits.

2.2 Borrower will not, without the written consent of Lender which shall not be unreasonably withheld: (i) modify the terms of the Contract Documents or Permits unless required so to do by the terms of the Contract Documents or by law; or (ii) waive or release any person from the observance or performance of any obligation to be performed under the terms of the Contract Documents or Permits or from liability on account of any warranty given by them.

2.3 The rights assigned hereunder include all of the Borrower's right and authority: (i) to modify the Contract Documents or Permits (and to enter into other Contracts or acquire Permits); (ii) to terminate the Contract Documents; and (iii) to waive or release the performance or observance of any obligation or condition of the Contract Documents or Permits; provided, however, that such rights shall not be exercised by the Lender unless the Borrower is in default of its Obligations.

2.4 Borrower directs the grantor of, licensor of, or contracting party of any Contract Document, to recognize and accept Lender after any default by Borrower in its Obligations.

3. EVENTS OF DEFAULT

Any Event of Default set forth in the Loan Agreement shall be an Event of Default hereunder.

4. LENDER'S REMEDIES

Upon the occurrence of any Event of Default, Lender shall have and may exercise the rights hereinafter set forth without limitation on any other rights which Lender may possess, at law, by agreement or otherwise, all of Lender's rights and remedies to be deemed cumulative and not exclusive:

4.1 To perform any and all obligations of the Borrower contained in any of the Contract Documents or Permits and exercise any and all rights of the Borrower therein contained as fully as the Borrower itself could and without regard to the adequacy or security for the indebtedness hereby secured and with or without the bringing of any legal action or the causing of any receiver to be appointed by any court.

4.2 To take possession of any plans and specifications and other data, samples, renderings and engineering drawings or sketches reasonably required by the Lender in the exercise of its rights and remedies hereunder.

4.3 To do all other acts which the Lender may deem necessary or proper to protect its security. Lender shall have all rights of a secured party under the UCC with respect to any Contract Document or Permit.

Should the Borrower fail to perform or observe any covenant or comply with any material condition contained in any of the Contract Documents or Permits, then the Lender may, but without obligation to do so, without further notice to or demand on the Borrower and without releasing the Borrower from its obligations to do so, perform such covenant or condition and, to the extent that the Lender shall incur any costs or pay any monies in connection therewith, including any costs or expenses of litigation, such costs, expense or payment shall be included in the indebtedness secured hereby and by the Mortgage and shall bear interest from the incurring or payment of such costs, monies or expenses thereof at the rate specified in the Note for amounts advanced by the Lender on behalf of the Borrower.

The Borrower hereby appoints the Lender its Attorney-in-Fact to take such actions, execute such documents and perform such work, with or without entry into possession of the Property, as the Lender may deem appropriate in the exercise of the rights and remedies of the Lender granted herein. The powers herein granted shall include, but shall not be limited to, the powers to sue on the Contract Documents and Permits and to seek all governmental approvals required for the completion of the improvements contemplated by the Contract Documents, in the name of the Borrower or the Lender or both. The power of attorney granted hereby shall be irrevocable and coupled with an interest and shall terminate only upon the satisfaction of all Obligations. Except to the extent caused by the willful misconduct or gross negligence of the Lender, the Borrower shall indemnify and hold harmless the Lender, its successors, assigns and participants and any other person or entity acting hereunder for all losses, costs, damages, fees and expenses whatsoever associated with the exercise of this power of attorney and shall release the Lender and any other person or entity acting hereunder from all liability whatsoever for the exercise of the foregoing power of attorney and all actions taken pursuant thereto.

5. LENDER'S NEGATION OF LIABILITY

The Lender shall not be obligated to perform or discharge any obligation of the Borrower under any of the Contract Documents or Permits, and except to the extent caused by the willful misconduct or gross negligence of the Lender, the Borrower agrees to indemnify and hold the Lender harmless against any and all liability, loss or damage which the Lender may incur under any of the Contract Documents or Permits or under or by reason of this assignment and of and from all claims and demands whatsoever which may be asserted against it by reason of an act of the Lender under any of the terms of this assignment or under the Contract Documents or Permits.

6. NATURE AND EXERCISE OF REMEDIES

The remedies herein provided shall be in addition to and not in substitution for the remedies which are otherwise vested in the Lender in any of the other Loan Documents or in law or equity, all of which remedies are specifically reserved by the Lender. The remedies herein provided or otherwise available to the Lender shall be cumulative and may be exercised concurrently. The failure to exercise any of the remedies herein provided shall not constitute a waiver thereof nor shall the use of any of the remedies hereby provided prevent the subsequent or concurrent resort to any other remedy or remedies. It is intended that this clause shall be broadly construed so that all remedies herein provided for or otherwise available to the Lender until all sums due it by reason of this agreement have been paid to it in full and all obligations incurred by it in connection with the construction or operation of the contemplated improvements on the Property have been fully discharged without loss or damage to the Lender. Lender may assign its rights hereunder to any subsequent holder or any entity acquiring title to the Property.

7. CAPTIONS, GENERAL APPLICATION OF TERMS

Captions and headings employed herein are intended for convenience of reference only and shall not be deemed to affect, modify or define in any way or otherwise be used to construe the meaning of the text. Words used in the singular shall be deemed to include the plural, and pronouns of any gender shall be deemed to include all genders as required by context.

8. GOVERNING LAW

This agreement shall be governed by the laws of the Commonwealth of Massachusetts.

9. RELEASE

The complete and final discharge and release of Lender's lien under the Mortgage and Security Agreement and Financing Statement to which reference has hereinabove been made, shall likewise constitute a full and complete release of Lender's rights hereunder, except to the extent that Lender has previously reserved such rights by written notice to Borrower.

[next page is signature page]

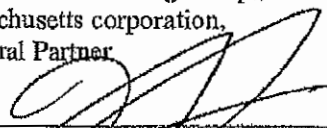
IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Assignment of Borrower's Interest in Contract Documents and Permits UNDER SEAL to be effective as of the date first set forth above.

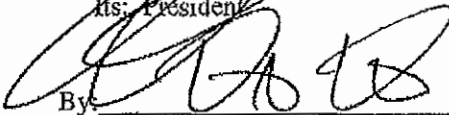
WITNESS:

BORROWER:

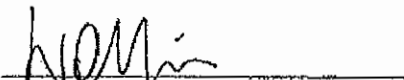
WYCHMERE HARBOR FUNCTIONS LIMITED PARTNERSHIP,
a Massachusetts limited partnership

By: Wychmere Holdings Corp.,
a Massachusetts corporation,
its General Partner

By: 
Jeffrey Leeink
Its: President

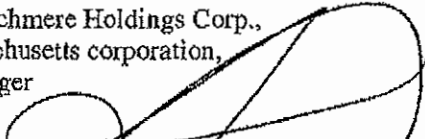
By: 
Demetrios Dasco
Its: Treasurer

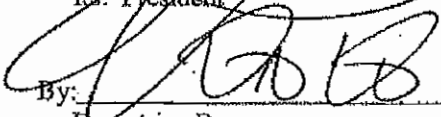

Bonnie Ruegger

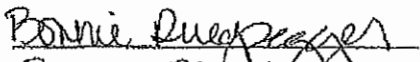

Walter Mirrone

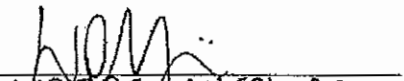
WYCHMERE HARBOR REAL ESTATE, LLC, a Massachusetts limited liability company

By: Wychmere Holdings Corp.,
a Massachusetts corporation,
its Manager

By: 
Jeffrey Leeink
Its: President

By: 
Demetrios Dasco
Its: Treasurer


Bonnie Ruegger


Walter Mirrone

[Signature page of Assignment of Borrower's Interest In Contract Documents and Permits]

SCHEDULE "A"

LEGAL DESCRIPTION

A. **UNITS.** UNIT 12-Building #4, UNIT 13-Building #5, UNIT 14-Building #6, UNIT 15-Building #7 and UNIT 16-Building #8 of the Wychmere Shores Condominium (the "Condominium") created under Master Deed dated May 3, 2010 and recorded with Barnstable County Registry of Deeds, Book 24546 , Page 299, (the "Master Deed"), as shown on the Condominium Site Plans and Floor Plans recorded with the Master Deed, together with the interests, rights and easements appurtenant thereto, including without limitation, the percentage interest in the Common Areas and Facilities of the Condominium under the Master Deed and the beneficial interest and Unit Owner's right under the Declaration of Trust of the Wychmere Shores Condominium Trust dated May 3, 2010 and recorded herewith with Barnstable County Registry of Deeds, Book 24547, Page 1, (the "Declaration of Trust").

B. **DECLARANT'S RIGHTS.** The Declarant's Rights, as defined in the Master Deed, and all other rights, easements and privileges accruing to the Declarant as Declarant under the Master Deed or the Declaration of Trust, as the same may be from time to time validly amended, including, without limitation, the right to subdivide and combine units; to construct and reconstruct buildings and improvements; to redevelop and further develop Units 12, 13, 14, 15 and 16, and/or the Additional Land; to use, modify, relocate construct and reconstruct roads, ways and parking areas; to install, repair, replace and relocate utilities; to pass and repass and store equipment and supplies on and over all parts of the Condominium Property; to add Additional Land and Units or to withdraw buildings, Units and Exclusive Use Areas and to recomputed percentage interests; to enter into or relinquish license agreements; to grant nonexclusive easements to Unit Owners to the Beach and Beach Easement; to amend the Master Deed and the Declaration of Trust; to alter Unsold Units and the percentage interests appurtenant to Unsold Units and to remove and replace Trustees during the term of the Initial Trustee. Capitalized terms used in this Section but not defined shall have the meanings set forth in the Master Deed or Declaration of Trust.

C. **792 Route 28 (also known as 792 Main Street), Harwich (South), Barnstable County, Massachusetts**

The land in Harwich (South), Barnstable County, Massachusetts, together with the buildings thereon, further bounded and described as follows:

Beginning at the South corner of the premises at the State Highway and at land now or formerly of Lillian H. Butlin, formerly of Hubbard; thence North 8° 24' East by land now or formerly of said Butlin, one hundred eighty and 74/100 (180.74) feet to a stone; thence North 72° 9' 10" West by land now or formerly of said Butlin, one hundred fifty-six and 30/100 (156.30) feet to a concrete bound at land now or formerly of the United Cape Cod Cranberry Company; thence West 27° 7' 50" East, one hundred nine and 78/100 (109.78) feet to a concrete bound; thence North 28° 39' 20" East, two hundred twenty-eight and 77/100 (228.77) feet to a pipe; thence North 15° 43' 40" East, three hundred thirty-eight and 99/100 (338.99) feet, all by land now or

formerly of said Cranberry Company to a pipe at the Northwest corner of the granted premises; thence S 86° 41' 30" East by land now or formerly of said Cranberry Company to a ditch in the cranberry bog; thence Southeasterly and Easterly and Northerly by said ditch and Cranberry Bog now or formerly of the United Cape Cod Cranberry Company to the North line of the granted premises; thence Easterly by said Cranberry Company to a pipe; thence South 71° 21' 10" East, twelve and 9/100 (12.09) feet to land now or formerly of Lucy M. Pelton; thence South 19° 21' 30" West, two hundred six and 96/100 (206.96) feet by said Pelton's land to a point; thence South 4° 17' 40" West, four hundred fifty-seven and 81/100 (457.81) feet by land now or formerly of said Pelton to the said State Highway; thence South 59° 18' 20" West, three hundred fifty-three and 53/100 (353.53) feet by said State Highway to the place of beginning; containing an area of 5.67 acres more or less; all as shown on "Plan of Land in South Harwich, Mass. owned by Alfred and Grace A. Everett. July 29, 1942." Benjamin P. Chase, Dennisport, Mass. Surveyor, and recorded with in Plan Book 67, Page 139 at the Barnstable County Registry of Deeds.



FIRST REPUBLIC BANK

It's a privilege to serve you®

MORTGAGE AND SECURITY AGREEMENT
AND
FINANCING STATEMENT

Effective January 15, 2015, WYCHMERE HARBOR REAL ESTATE, LLC, a Massachusetts limited liability company with a mailing address of 23 Snow Inn Road, Harwich Port, MA 02646 (hereinafter referred to as "Mortgagor", which term shall include its successors and assigns), for consideration paid, grants to FIRST REPUBLIC BANK, with a usual place of business at 111 Pine Street, San Francisco, CA 94111 (hereinafter referred to as "Lender", which term shall include its successors and assigns), with MORTGAGE COVENANTS, to secure: (i) the payment of SIXTEEN MILLION AND 00/100 (\$16,000,000.00) DOLLARS, with interest thereon, payable as provided in a Term Note of even date by Mortgagor and Wychmere Harbor Functions Limited Partnership, a Massachusetts limited partnership, as co-Borrowers (collectively, "Borrower") (the "Note" which term shall include all modifications, extensions, renewals and replacements thereof); (ii) the obligations of Borrower under a certain Loan Agreement of even date (the "Loan Agreement" which term shall include all modifications, extensions, renewals and replacements thereof); (iii) the obligations of Guarantors under any guaranty given with respect to obligations secured hereby; (iv) all other obligations contained in or created under the Note or in or under any other instruments, documents or undertakings given or entered into as security for or in connection with the Note (together with the Note and the Loan Agreement, collectively, the "Loan Documents" which term shall include all modifications, extensions, renewals and replacements thereof); and (v) all covenants and agreements contained herein (all of the above enumerated obligations, as any of the same may be from time to time amended or extended, jointly and severally constituting the "Obligations" as that term is used herein and in any instrument, document or undertaking included within the term "Obligations"), the collateral hereinafter specified.

1. THE COLLATERAL. The following items constitute the Collateral given to secure the Obligations hereunder and shall be included within the word "Collateral" as used herein:

12621965-v7

Loan No. 11-513011-7

Obligor No. 0210367228, 0210367236

RETURN TO
MORTGAGE & COLLAT ONE BOSTON PLACE, BOSTON, MA 02108
28620.0073

1.1 UNITS. UNIT 12-Building #4, UNIT 13-Building #5, UNIT 14-Building #6, UNIT 15-Building #7 and UNIT 16-Building #8 of the Wychmere Shores Condominium (the "Condominium") created under Master Deed dated May 3, 2010 and recorded with Barnstable County Registry of Deeds, Book 24546, Page 299, (the "Master Deed"), as shown on the Condominium Site Plans and Floor Plans recorded with the Master Deed, together with the interests, rights and easements appurtenant thereto, including without limitation, the percentage interest in the Common Areas and Facilities of the Condominium under the Master Deed and the beneficial interest and Unit Owner's right under the Declaration of Trust of the Wychmere Shores Condominium Trust dated May 3, 2010 and recorded with Barnstable County Registry of Deeds, Book 24547, Page 1, (the "Declaration of Trust").

1.2 DECLARANT'S RIGHTS. The Declarant's Rights, as defined in the Master Deed, and all other rights, easements and privileges accruing to the Declarant as Declarant under the Master Deed or the Declaration of Trust, as the same may be from time to time validly amended, including, without limitation, the right to subdivide and combine units; to construct and reconstruct buildings and improvements; to redevelop and further develop Units 12, 13, 14, 15 and 16, and/or the Additional Land; to use, modify, relocate construct and reconstruct roads, ways and parking areas; to install, repair, replace and relocate utilities; to pass and repass and store equipment and supplies on and over all parts of the Condominium Property; to add Additional Land and Units or to withdraw buildings, Units and Exclusive Use Areas and to recomputed percentage interests; to enter into or relinquish license agreements; to grant nonexclusive easements to Unit Owners to the Beach and Beach Easement; to amend the Master Deed and the Declaration of Trust; to alter Unsold Units and the percentage interests appurtenant to Unsold Units and to remove and replace Trustees during the term of the Initial Trustee. Capitalized terms used in this Section 1.2 but not defined shall have the meanings set forth in the Master Deed or Declaration of Trust.

1.3 LAND. The land on 792 Main Street, Harwich Port, Barnstable County, MA described in Schedule "A" attached hereto and forming a part hereof, together with all rights, easements and other appurtenances thereto (all of which, together with all other items of Collateral to the extent that context permits, are hereinafter referred to as the "Premises").

1.4 STRUCTURES, FIXTURES AND IMPROVEMENTS. Insofar as the same are or can, by agreement of the parties, be made a part of the realty, all buildings, structures and improvements, fixtures, equipment and appliances, personal property, goods, supplies and materials now or hereafter erected or placed on or affixed to the Premises or used or intended to be used in connection therewith or paid for from the proceeds of the loan secured hereby, including without limitation all elevators and elevator machinery, apparatus and equipment, all machinery, apparatus and equipment for the production and distribution of heated and cooled air, including oil and gas burners, furnaces and boilers, heat pumps, solar heating apparatus, air conditioning units, heating and air conditioning controls, fuel storage tanks, bins and other fuel facilities, all kitchen, bathroom and plumbing fixtures, machinery, equipment, apparatus and facilities, ovens, stoves, refrigerators, dishwashers, washing machines and driers, all sprinklers and fire

extinguishing systems, doorbell and alarm systems, all electric power generating systems, transformers and electrical distribution systems, equipment and facilities, ventilation and blower systems, garbage and trash receptacles, compactors and incinerators, all window shades, blinds, screens and screen doors, storm and other detachable windows and doors, awnings, cases, counters, closets, partitions, carpets and other floor coverings, signs, directories and other advertising or informational equipment, steel, bricks, lumber and masonry materials, paving materials, fences and fencing materials, insulation and sound-deadening materials, trees, shrubs and other landscaping items and improvements.

1.5 ITEMS NOT PART OF REALTY. All personal property belonging to Mortgagor situated on or about the Premises or used in connection therewith or paid from the proceeds of the loan secured hereby, including without limitation any of the items referred to in Paragraph 1.2, which are not and cannot, by agreement of the parties, be made a part of the realty.

1.6 PERMITS AND LICENSES, CONTRACTS. All contracts, agreements, permits, licenses and approvals entered into or obtained by or on behalf of Mortgagor or Mortgagor's predecessors relating to the construction, reconstruction, development and use of the Collateral, now existing or hereafter obtained or entered into, including without limitation construction contracts and bonds, architectural, engineering and consulting contracts, contracts for materials and fixtures, building permits, variances, special permits and curb cuts, occupancy permits, health permits, liquor, Victualer's and hotel permits and licenses, agreements and letters of assurance from utilities and Mortgagor's rights in all plans, drawings and specifications relating to or prepared in connection with the Premises.

1.7 LEASES, USE AGREEMENTS AND FRANCHISES. All of Mortgagor's right, title and interest as lessor or lessee, franchisor or franchisee or in any other capacity under any and all leases, licenses, use agreements, franchise agreements and any other agreements or arrangements for the use and enjoyment of property, real, personal or mixed, tangible or intangible, now existing or hereafter arising relating to the Premises, together with all rights, remedies, benefits and advantages to be derived therefrom, all rents, income and profits accruing to Mortgagor thereunder, including without limitation under or with respect to all deposits, guarantees and other security held or given by Mortgagor in connection therewith and under all renewals thereof and all right and power of Mortgagor to alter or amend, extend or renew, surrender, terminate, cancel or waive the same (individually and collectively the "Leases").

1.8 CONDEMNATION AND INSURANCE PROCEEDS: All awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the Premises as a result of (i) the exercise of the right of eminent domain, (ii) the alteration of the grade of any street, (iii) any other injury to or decrease in the value of the Premises, to the extent of all amounts which may be secured by this Mortgage and all awards and proceeds of insurance for the Premises or any part thereof to which Mortgagor is entitled for any taking of or casualty to all or any part of the Premises. All such awards and condemnation or insurance proceeds are hereby assigned to Lender and Lender is hereby authorized, subject to the provisions contained in this Mortgage, to

apply such awards and condemnation or insurance proceeds or any part thereof, after deducting therefrom any expenses incurred by Lender in the collection or handling thereof, toward the payment, in full or in part, of the Obligations.

2. GRANT OF SECURITY INTEREST. In addition to and not in limitation of the mortgage interest in real estate herein granted, Mortgagor hereby grants to Lender, as security for payment and performance of the Obligations, a Security Interest in accordance with the provisions of the Uniform Commercial Code in and to any item or category of Collateral which may be made subject to such an interest and in all proceeds and products therefrom, accessions thereto and substitutions therefor.

3. ASSIGNMENT OF LEASES. In addition to and not in limitation of any other security given for payment and performance of the Obligations, Mortgagor hereby grants, assigns and transfers the Leases as hereinabove defined to Lender. Notwithstanding such assignment, for so long as no default exists under the Obligations, Mortgagor shall have the right to collect and retain all rents, issues and profits from the Leases and to exercise all rights to the use, enjoyment and control of property obtained thereunder, provided that Mortgagor shall not collect any rents, issues or profits for a period of more than thirty (30) days in advance. Whether or not a default under the Obligations exists, or Lender has exercised its right hereunder, Mortgagor agrees faithfully and promptly to perform all of its duties and obligations under the Leases, to enforce and secure performance of the obligations of all other parties to the Leases and, in general, to preserve and defend Lender's security therein. Upon the occurrence of a default under the Obligations and at any time thereafter until Lender has accepted cure, Lender may, without waiving such default or any other right or remedy with respect thereto, exercise all of Mortgagor's rights under the Leases, including without limitation the right to collect and expend or apply rents, issues and profits and to use, enjoy and control property obtained thereunder. Until such time as Lender affirmatively elects to exercise its rights hereunder, Lender shall be under no obligation nor subject to any claim or liability with respect to the Leases or arising from this Assignment, whether to Mortgagor, to any other party to the Leases or otherwise and Mortgagor agrees to hold Lender harmless and indemnified from and against any such obligation, claim or liability arising prior to such exercise and any such obligation, claim or liability arising after exercise, except such as are caused by the willful malfeasance or gross negligence of Lender. Lender shall have the right to expend or apply any rents, issues or profits received by it in the exercise of its rights hereunder to the satisfaction of the Obligations and to reimburse Lender for any costs or expenses incurred by it in connection with the Obligations and with the exercise of its rights hereunder in whatever order Lender deems appropriate. Mortgagor agrees to cooperate with Lender in the establishment and exercise of Lender's rights hereunder, including without limitation by the execution upon request of an assignment of lease in such expanded form as Lender may require and the giving of any notices to tenants and other third parties requested by Lender in connection herewith.

4. MORTGAGOR'S COVENANTS. Borrower covenants and agrees:

4.1. OBSERVANCE OF OBLIGATIONS. To pay, perform and observe all of the Obligations.

4.2. REPAIR, OBSERVANCE OF LAW, USE. To keep and maintain the Collateral at all times in good order, repair and condition, permitting and suffering no strip, waste or abandonment of the Collateral to occur nor any violation of any law, ordinance, rule or regulation or any order or decree by any court or agency of competent jurisdiction or of any public or private restriction affecting the Collateral or the use thereof and not to materially change or alter the Collateral or the use to which the same is devoted without the prior written consent of Lender.

4.3. HAZARDOUS WASTE. Subject to the information contained in that certain Phase I Environmental Site Assessment (Project No. 11132223) dated May 9, 2013 prepared by EBI Consulting (the "Report") to maintain the Collateral at all times free of hazardous waste, contaminants, oil, radioactive or other material the removal of which is required or the maintenance of which is prohibited or penalized ("Materials"), and Mortgagor warrants and represents that the Collateral is affected by no such materials as of the date of this Mortgage and Security Agreement or that Mortgagor has fully informed Lender in writing of the existence, extent and exact nature of any such materials affecting the Collateral, has delivered to Lender copies of all permits, licenses and approvals required with respect thereto and is fully authorized and empowered, by virtue of such items, to maintain such materials. Mortgagor agrees promptly: (i) to notify Lender in writing of any change in the nature or extent of such materials maintained; (ii) to transmit to Lender copies of any citations, orders, notices or other material governmental communications received with respect thereto; (iii) to observe and comply with any and all laws, ordinances, rules, regulations, licensing requirements or conditions relating to the use, maintenance and disposal of such materials and all orders or directives from any official, court or agency of competent jurisdiction relating to the use or maintenance or requiring the removal, treatment, containment or other disposition thereof; and (iv) to pay or otherwise dispose of any fine, charge or imposition related thereto which, if unpaid, would constitute a lien upon the Collateral. Lender may order whatever tests it deems appropriate regarding hazardous waste at the expense of Mortgagor. Any cost, expense, loss or damage incurred or suffered by Lender and growing out of a failure of Mortgagor to strictly observe and perform the foregoing requirements, including without limitation reasonable attorneys' fees, shall be reimbursed to Lender promptly upon demand and, until paid, shall be added to the principal amount of the debt secured hereby and shall bear interest at the rate from time to time charged with respect thereto.

4.4. TAXES AND CHARGES. To pay when due all taxes, charges, assessments and water rates, on or against the Collateral or any interest therein or any payments in lieu thereof, to whomever the foregoing may be laid or assessed, including without limitation with respect to condominium units assessments for common expenses.

4.5. REAL ESTATE TAXES AND OTHER ACCUMULATIONS. To deposit with Lender monthly, on the same day as payments of interest are required in connection with the Note, or if no such monthly payments are required, on the first day of each month, a sum equal to such fraction of real estate taxes, betterment assessments and any other municipal charges for each year assessed or imposed with respect to the Premises, or payments in lieu thereof, as shall be estimated by Lender to be sufficient to provide in the

aggregate a sum adequate to pay said taxes, assessments, charges, or payments, as and when they become due and payable, and in addition, to deposit with Lender any balance necessary to pay in full said taxes, assessments, charges, or payments, prior to the date on which the same become due and payable, together, if so requested by Lender, with a sum equal to such fraction of the annual insurance premium as shall be estimated by Lender to be sufficient to satisfy such premium not less than one (1) month prior to the date on which the same is due and payable and not to seek or demand any return, whether by way of interest or otherwise, from the Lender on account of the funds held by Lender hereunder, except such return as may be required by statute.

4.6. LIENS ON COLLATERAL/OTHER DEBT. To notify Lender promptly of any lien, encumbrance or security interest existing, arising or asserted against the Collateral or any interest therein and to maintain the Collateral free and clear of all liens, encumbrances and security interests, except taxes not yet due and payable, unless the same have been approved in writing by Lender. With respect to security interest thus approved by Lender, Mortgagor agrees to make all payments that become due to any secured party holding such interest, and, at the request of Lender, to assign to Lender all right, title and interest in and to any and all agreements evidencing such security interest covering any of the Collateral, and Mortgagor hereby grants Lender full power and authority as attorney irrevocable of Mortgagor to make, execute, acknowledge and deliver such assignments. Mortgagor further agrees that if Mortgagor shall default in making any such payments, Lender may, without obligation to do so and without waiving any right or remedy for default hereunder, make such payment or may pay the entire balance due to such secured party. Mortgagor shall reimburse Lender for any amount thus expended promptly upon demand, and such amount, until paid, shall be added to the principal amount of the debt secured hereby and shall bear interest at the rate from time to time charged with respect thereto. Mortgagor shall not incur additional debt without the prior consent of Lender.

4.7. RIGHT TO APPROVE LEASES. Lender shall have the right to review and approve, prior to execution, all leases, except residential leases, licenses, franchises and occupancy arrangements relating to the Premises which cannot be cancelled by Mortgagor on thirty (30) days notice without penalty, and thereafter, no such lease (except residential leases), license, franchise or occupancy arrangement shall be materially altered, extended, foreshortened or terminated without Lender's consent.

4.8. FINANCIAL STATEMENTS. To submit to Lender income, expense and other financial statements and data concerning the Collateral, Mortgagor, Borrower, and any guarantor at such times, in such form and containing such information as Lender may from time to time request, including without limitation, the information required pursuant to the terms of the Loan Agreement.

4.9. INSURANCE OF COLLATERAL. Mortgagor shall keep the Collateral insured against fire and such other casualties and contingencies as Lender may from time to time require, to deposit, at the request of the Lender, all insurance policies or memoranda thereof with Lender forthwith after the binding of such insurance and to deliver to Lender new policies or memoranda for any insurance about to expire at least thirty (30) days

before such expiration, all such insurance to be first payable in case of loss to Lender (except as otherwise provided herein) and to be written by such companies, on such terms, in such form and for such periods and amounts as Lender shall from time to time approve including without limitation:

4.9.1 Hazard. Policies of fire and casualty insurance with extended coverage endorsement with full replacement cost, including coverage against vandalism and malicious mischief and including also sprinkler and boiler insurance, if applicable and, gross earnings coverage, so called, covering lost rent resulting from the foregoing hazards in an amount equal to not less than the gross rentals for a period of one (1) year.

4.9.2 Flood Insurance. Federal Flood Hazard Insurance to the extent required by applicable regulations.

4.9.3 Liability. Policies of liability insurance with minimum coverage of \$1,000,000.00 per occurrence and \$5,000,000 in the aggregate.

4.10. TAXES ON DEBT. To pay Lender on demand the amount of any tax payable by Lender which is attributable to the debt secured hereby, whether such tax is measured by the principal or the interest upon such debt or by Lender's real estate mortgage investments, deposits or otherwise, excluding, however, general income taxes levied against Lender.

4.11. PERFECTION AND EXTENSION OF SECURITY INTEREST; COSTS. To take such actions as Lender may reasonably request to perfect, maintain and extend the lien and security interest granted hereunder, including without limitation the execution and delivery of financing statements, amendments to and extensions of financing statements and to pay all costs incurred by Lender in connection with the perfection and the extension of Lender's security interest hereunder, including without limitation recording and filing fees and reasonable attorneys' fees.

4.12. COSTS IN CASE OF BANKRUPTCY OR OTHER PROCEEDINGS. If bankruptcy or other proceedings affecting the Mortgagor involve Lender's interest under this Mortgage and Security Agreement, including without limitation probate proceedings, condemnation proceedings, enforcement or other proceedings under any building, zoning, environmental or other law, ordinance or regulation affecting the Premises are commenced or threatened, to reimburse Lender promptly upon demand for all costs and expenses incurred by Lender in protecting its interest with respect to such proceedings, including without limitation reasonable attorneys' fees, and such amount, until paid, shall be added to the principal amount of the debt secured hereby and shall bear interest at the rate from time to time charged with respect thereto.

4.13. COSTS IN CASE OF TERMINATED FORECLOSURE. If foreclosure proceedings are begun because of Mortgagor's default hereunder and are subsequently terminated prior to a foreclosure sale for any reason whatsoever, including but not limited to termination caused by bankruptcy proceedings affecting Mortgagor, redemption or

agreement of the parties, to pay to Lender promptly upon demand all costs and expenses incurred in connection with such proceedings, including without limitation reasonable attorneys' fees, and such amount, until paid, shall be added to the principal amount of the debt secured hereby and shall bear interest at the rate from time to time charged with respect thereto.

5. LENDER'S RIGHTS. Lender shall have and Mortgagor hereby irrevocably authorizes and agrees to permit, to cooperate with and to facilitate the exercise of the following rights:

5.1 INSPECTION. To inspect the Collateral and Mortgagor's books and records with respect to the Collateral from time to time upon reasonable notice and without notice for reasonable cause.

5.2 PAYMENTS ON MORTGAGOR'S BEHALF; EXPENSES. To make any payment required to be made by Mortgagor hereunder when due if the same has not been paid by Mortgagor, including but not limited to all taxes, charges, assessments and water rates, or any payments in lieu thereof, which may at any time be or become a lien on the Collateral, and all condominium charges and insurance premiums. All such payments made by Lender and the amount of any costs and expenses to which Lender is entitled hereunder shall be reimbursed by Mortgagor to Lender promptly upon demand and, until paid, shall be added to the principal amount of the debt secured hereby and shall bear interest at the rate from time to time charged with respect thereto.

5.3 DEALINGS WITH MORTGAGOR'S SUCCESSORS. To deal, without notice, with Mortgagor's successor or successors in interest with reference to this Mortgage and Security Agreement and the Obligations secured hereby in the same manner as with Mortgagor without in any way vitiating or discharging Mortgagor's liability hereunder or upon the Obligations. No sale of any Collateral and no forbearance on the part of Lender or extension of the time for payment or performance of the Obligations or any other indulgence given by Lender shall operate to release, discharge, modify, change or affect the original liability of Mortgagor, either in whole or in part, unless expressly so stated by Lender in writing, and Mortgagor hereby expressly waives notice of any such forbearance, extension or other indulgence.

5.4 APPLICATION OF DEPOSITS. If Mortgagor shall default in payment or performance of the Obligations, to hold, dispose of and apply towards satisfaction of the Obligations any deposit or any other sum at any time held to the credit of Mortgagor and any other property of Mortgagor at any time in Lender's possession without first having recourse to any other rights or security which Lender may have or hold.

5.5 INSURANCE PROCEEDS. If the Collateral or any part thereof shall be damaged or destroyed by fire or other insured casualty, the amounts recovered pursuant to any insurance coverage in effect with respect thereto are hereby assigned and shall be paid to Lender and shall, at Lender's election, be applied towards reconstruction, repair or replacement of the Collateral, in which event, Lender shall release such proceeds from time to time for such purposes, at such times and upon such terms and conditions as Lender deems appropriate, or may be applied by Lender in satisfaction of the Obligations

then remaining unsatisfied, whether or not then due and in such order as Lender determines, and for the foregoing purposes, Mortgagor hereby appoints Lender its attorney-in-fact to negotiate, settle and collect any such proceeds (including without limitation the right to participate in any proceedings relating thereto) without, however, imposing on Lender any obligation to do so.

5.6 EMINENT DOMAIN PROCEEDS. If the Collateral or any part thereof shall be taken by eminent domain or by other act of any public authority, any damages in connection therewith are hereby assigned and shall be paid to Lender and shall, at Lender's election, be applied towards reconstruction, repair or replacement of the Collateral, in which event, Lender shall release such proceeds from time to time for such purposes, at such times and upon such terms and conditions as Lender deems appropriate, or may be applied by Lender in satisfaction of the Obligations then remaining outstanding, whether or not then due and in such order as Lender determines and for the foregoing purposes, Mortgagor hereby appoints Lender as its attorney-in-fact to negotiate, settle and collect such proceeds (including without limitation the right to participate in any proceedings relating thereto) without, however, imposing upon Lender any obligation to do so.

5.7 APPRAISAL. Lender shall have the right to order updated appraisals at Mortgagor's sole cost and expense. Absent a default in any of the loan documents (or in the event applicable regulation requires updated appraisals more frequently than once every three (3) years), or in order to test the Loan to Value Ratio covenant set forth in the Loan Agreement, Mortgagor shall be liable for the cost of no more than one (1) updated appraisal within each thirty-six (36) month period from the closing date of the loan hereunder.

6. DEFAULT. Without limitation, the occurrence of any of the following events in addition to those set forth in the Loan Agreement and the other Loan Documents, shall constitute a default and shall, at Lender's election and upon the expiration of applicable notice and cure periods set forth in the Note and which shall apply hereunder, if any constitute "Events of Default" and shall authorize and empower Lender to exercise any of Lender's rights and remedies hereunder and at law:

6.1 FAILURE TO OBSERVE OBLIGATIONS. Failure to pay, perform and observe each of Mortgagor's Obligations, including without limitation failure to pay when due any sum required hereunder or secured hereby as originally scheduled or upon acceleration and the failure of Borrower to observe any of its obligations under any of the documents, instruments, and agreements entered into in connection with the Note.

6.2 TRANSFER WITHOUT CONSENT. The sale, transfer, assignment or other disposition of or change by action of law or otherwise in title to the Collateral or any part thereof or in any equity, beneficial or other ownership interest in Borrower, including without limitation by action of law or merger of ownership entities, without first and in each instance having disclosed to Lender the full particulars of any such transfer proposed and obtained from Lender its written consent thereto. Such prohibited transfer shall constitute an immediate Event of Default and no notice or cure period shall apply.

6.3 FORECLOSURE OF OTHER LIENS. If foreclosure proceedings or other proceedings intended to enforce or realize upon any junior or senior mortgage or security interest covering all or any part of the Collateral, including without limitation action to foreclose or levy upon a tax lien, a sheriff's sale or any other proceeding whereby Mortgagor's ownership or right to possession or control of the Collateral may be threatened, should be commenced or instituted (provided that the commencement or institution of such proceedings with respect to an interest junior to Lender's interest hereunder shall not constitute an event of default unless the same continues for more than thirty (30) days, without being withdrawn or otherwise terminated in Mortgagor's favor or shall actually deprive Mortgagor of ownership, possession or control of the Collateral).

6.4 BANKRUPTCY OR OTHER INSOLVENCY. The appointment of a receiver, conservator or similar officer of any of the property of; the making of an assignment for the benefit of creditors, trust mortgage or composition with creditors or other arrangement of similar import by; or the commencement of any proceedings under any Bankruptcy or Insolvency Law, now or hereafter enacted by or against Borrower or any guarantor or endorser of the Obligations and which, in the case of an involuntary proceeding, is not dismissed within ninety (90) days of filing and which, in the case of an involuntary proceeding, is not dismissed or otherwise terminated within sixty (60) days of filing.

6.5 EVENT OF DEFAULT UNDER OTHER LOAN. An Event of Default occurs under any other loan from Lender to the Borrower or under any other loan from Lender which is guaranteed by any guarantor of the loan evidenced by this Note, whether now existing or hereinafter arising.

7. LENDER'S REMEDIES. Upon the occurrence of an Event of Default, Lender shall have and may exercise the rights hereinafter set forth without limitation on any other rights which Lender may possess, at law, by agreement or otherwise, all of Lender's rights and remedies to be deemed cumulative and not exclusive:

7.1. ACCELERATION. At Lender's election, to declare all monetary Obligations secured hereby immediately due and payable.

7.2. POWER OF SALE, REAL AND PERSONAL PROPERTY. This Mortgage is upon the STATUTORY CONDITION and upon the further condition that all of the Obligations as hereinabove defined shall be kept and fully performed and that for any breach of the foregoing, Lender shall have, in addition to any rights and remedies set forth herein and in any other instrument, document or undertaking entered into or given by Mortgagor or any other party as security for or in connection with the Obligations or available to Lender as a matter of law, the STATUTORY POWER OF SALE. Lender shall also have, as to personal property forming a part of the Collateral, all the rights and remedies of a Secured Party under the Uniform Commercial Code, including the option to proceed as to real estate and personal property separately or to proceed with respect to both together under the law relating to foreclosure of real estate mortgages. If Lender elects to proceed separately, Lender may require Mortgagor to make such Collateral available to Lender at a place to be designated by Lender, and unless such Collateral is

perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Mortgagor reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or other intended disposition thereof is to be made. All requirements for notice with respect to the sale or disposition of personal property shall be deemed met if such notice is mailed by certified mail, postage prepaid, to Mortgagor at the address herein below set forth, as the same may be from time to time changed in accordance herewith, or if no such address is set forth, to Mortgagor's last and usual place of business, at least five (5) days before the time of the sale or disposition. In the event the Lender elects to sell real and personal property together, the giving of those notices required with respect to the foreclosure of a mortgage on real estate will be deemed to be a complete satisfaction of all notice requirements with respect to the sale of personal property.

7.3. POSSESSION. Whether or not Lender has accelerated the Obligations or commenced foreclosure proceedings, Lender shall have the right to enter upon and take exclusive possession of the Collateral and of all books, records and accounts relating thereto without notice and without being guilty of trespass, and if Mortgagor refuses to surrender possession, to invoke any and all legal remedies to obtain possession. Lender may hold, lease, manage, operate or otherwise use or permit the use of the Collateral, itself or by other persons, firms or entities, in such manner, for such time and upon such terms as Lender may deem to be prudent and reasonable under the circumstances, and may make such repairs, alterations, additions and improvements and take any and all other action with reference thereto, from time to time as Lender may deem necessary or desirable and any amounts thus expended and any other costs and expenses incurred in the care and management of the Collateral and in prosecuting or defending any action brought by or against Mortgagor or Lender arising out of Lender's possession, including without limitation reasonable attorneys' fees, shall be reimbursed to Lender, and such amount, until paid, shall be added to the principal amount of the debt secured hereby and shall bear interest at the rate from time to time charged with respect thereto.

7.4. SALE IN PARCELS. If a foreclosure sale shall occur, Lender may, at its election, in the exercise of its power of sale, sell the Collateral in parcels, and said sales may be held from time to time in such order as the Lender may determine, and the power shall not be exhausted until all of said Collateral not previously released shall have been sold.

7.5. INTEREST ON SURPLUS. If a foreclosure sale or other disposition of the Collateral shall occur and if surplus proceeds shall be realized, Lender shall not be required to pay interest thereon pending distribution.

8. SUBROGATION TO RIGHTS OF PRIOR LIENS. In addition to and not in limitation of any other right or remedy which Lender may possess, Lender is hereby subrogated to the full extent of the Obligations to any and all liens, claims and demands and to the rights of the owners and holders of the same with respect to the Collateral which are paid or satisfied in whole or in part from the proceeds of the Note, and such liens, claims and demands shall be, and each of them hereby is, preserved and transferred to and hereafter shall be deemed to be held by Lender to the same extent as the same would have been preserved, transferred to and held by Lender,

had they been explicitly assigned or otherwise transferred to Lender by the prior holder thereof, notwithstanding the fact that a release, discharge, acknowledgment of satisfaction or other instrument of termination may have been delivered or recorded with respect thereto, provided that a discharge of this Mortgage shall be deemed to constitute also a discharge and release of any such item as to which Lender holds title solely by virtue of its rights under this paragraph.

9. CAPTIONS, GENERAL APPLICATION OF TERMS. Captions and headings employed herein are intended for convenience of reference only and shall not be deemed to affect, modify or define in any way or otherwise be used to construe the meaning of the text. Words used in the singular shall be deemed to include the plural, and pronouns of any gender shall be deemed to include all genders as required by context.

10. INVALIDITY, SEPARABILITY, NEGATION OF USURY. The invalidity, illegality or unenforceability of any provision hereof or of any instrument, document or undertaking secured hereby or entered into in connection herewith or of any particular application thereof shall not be deemed to affect or impair in any fashion the validity, legality or enforceability of any other such provision or application and any instrument, document or undertaking containing such a provision shall continue in full force and effect and shall be interpreted so as to implement as nearly as possible the intention of the parties in the absence of such provision. In the event that any interest payment, fee, charge or other payment collected hereunder or under any instrument, document or undertaking secured hereby or entered into in connection herewith is determined, individually or in the aggregate, to be in violation of any applicable usury or other legal limitation or prohibition, such payment shall be deemed, but only to the extent of such violation, to constitute a payment against the principal amount secured hereby, effective as of the date of such payment, and if such application to principal is not sufficient to rectify any such violation, shall be refunded by Lender to Mortgagor upon request.

11. NOTICES. Any notice required or permitted to be given hereunder shall be deemed duly given if in writing and mailed, postage prepaid, certified mail, return receipt requested,

if to Mortgagor, addressed to: Wychmere Harbor Real Estate, LLC
23 Snow Inn Road
Harwich Point, MA 02646
Attn: Demetrios Dasco

and, if to Lender, addressed to: FIRST REPUBLIC BANK
111 Pine Street
San Francisco, CA 94111
Attention: Commercial Loan Operations

Mortgagor or Lender may change their above set forth notice address only by written notice given as aforesaid.

12.. WAIVER OF MARSHALING. Notwithstanding the existence of any other security interests in the Collateral held by Lender or by any other party, Lender shall have the right to determine the order in which any or all of the Collateral shall be subjected to the remedies provided herein and the right to determine the order in which any or all portions of the

Obligations secured hereby are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Mortgagor, Borrower, any Guarantor, any party who consents to this Mortgage and any party who now or hereafter acquires a security interest in the Collateral and who has actual or constructive notice hereof hereby waives and shall be deemed to have waived any and all rights to require the marshaling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

13. CHOICE OF LAWS. This Mortgage shall be interpreted and enforced under Massachusetts law. Mortgagor consents to the jurisdiction of the courts of Massachusetts.

14. CONDOMINIUM RIGHTS. Mortgagor hereby agrees that Mortgagor will not, without the written consent of Lender, such consent not to be unreasonably withheld, vote or otherwise exercise the rights of Mortgagor as an owner of any condominium unit which forms a part of the Collateral on any matter concerning: (i) the amendment of the Master Deed or any other instrument or document establishing or governing the operation of the condominium (exclusive of amendments intended to correct scrivener's or typographical errors in any such instrument or document, (ii) the termination or partition of the condominium, (iii) the rebuilding or restoration of the condominium after casualty loss or eminent domain taking or any other disposition or use of the proceeds of insurance or taking with respect to the condominium, (iv) any matter which might reasonably be expected to require or result in the imposition of any special assessment or charge or liability upon unit owners over and above ordinary periodic assessments for common area maintenance and operating expenses, including without limitation in connection with any improvements to the common areas and facilities or the acquisition of units or of any other rights or assets by the Condominium Association, or (v) the imposition, modification or waiver of any restriction or limitation upon the ownership or use of a unit or the common areas and facilities other than customary rules and regulations governing the details of day-to-day use which would not reasonably be expected to have material effect upon the value of the units; and any exercise or purported exercise of any of such rights by Mortgagor without the written consent of Lender shall be void. Mortgagor hereby appoints Lender as Mortgagor's attorney-in-fact for the purposes of exercising any or all of the foregoing rights should Lender, in its sole discretion, so elect, which appointment shall be deemed to be coupled with an interest and irrevocable for so long as this mortgage remains undischarged of record. The foregoing provisions of this paragraph shall not apply to the exercise by the Mortgagor of the rights reserved by or to, or retained by, the Declarant under the original Master Deed.

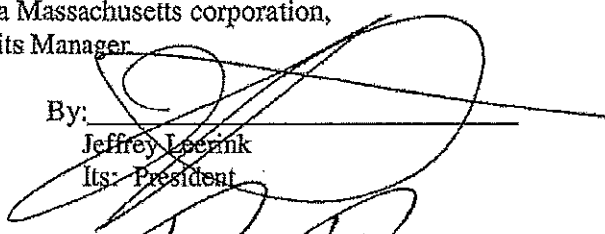
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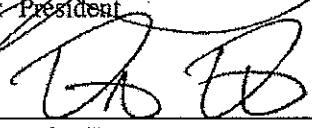
IN WITNESS WHEREOF, the undersigned have executed this Mortgage and Security Agreement and Financing Statement UNDER SEAL to be effective as of the date first set forth above.

MORTGAGOR:

**WYCHMERE HARBOR REAL
ESTATE, LLC**, a Massachusetts limited liability
company

By: Wychmere Holdings Corp.,
a Massachusetts corporation,
its Manager

By: 
Jeffrey Leeink
Its: President

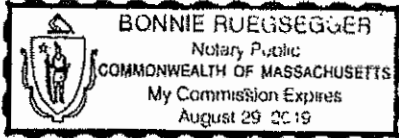
By: 
Demetrios Dasco
Its: Treasurer

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 10 day of December 2014, before me, the undersigned notary public, personally appeared Jeffrey Leerink, proved to me through satisfactory evidence of identification, which was Drivers License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purposes as said President of Wychmere Holdings Corp., Manager of Wychmere Harbor Real Estate, LLC.

Bonnie Ruegger
Bonnie Ruegger, Notary Public
My commission expires: August 29 2019

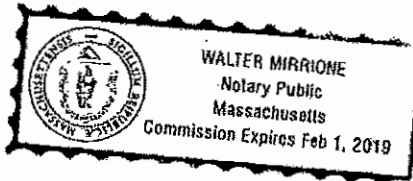


COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

On this 22nd day of December, 2014, before me, the undersigned notary public, personally appeared Demetrios Dasco, proved to me through satisfactory evidence of identification, which was Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purposes as said ~~President~~ Treasurer of Wychmere Holdings Corp., Manager of Wychmere Harbor Real Estate, LLC.

Walter Mirrone
_____, Notary Public
My commission expires: _____



SCHEDULE "A"
TO
MORTGAGE AND SECURITY AGREEMENT

A. UNITS. UNIT 12-Building #4, UNIT 13-Building #5, UNIT 14-Building #6, UNIT 15-Building #7 and UNIT 16-Building #8 of the Wychmere Shores Condominium (the "Condominium") created under Master Deed dated May 3, 2010 and recorded with Barnstable County Registry of Deeds, Book 24546 , Page 299, (the "Master Deed"), as shown on the Condominium Site Plans and Floor Plans recorded with the Master Deed, together with the interests, rights and easements appurtenant thereto, including without limitation, the percentage interest in the Common Areas and Facilities of the Condominium under the Master Deed and the beneficial interest and Unit Owner's right under the Declaration of Trust of the Wychmere Shores Condominium Trust dated May 3, 2010 and recorded herewith with Barnstable County Registry of Deeds, Book 24547, Page 1, (the "Declaration of Trust").

B. DECLARANT'S RIGHTS. The Declarant's Rights, as defined in the Master Deed, and all other rights, easements and privileges accruing to the Declarant as Declarant under the Master Deed or the Declaration of Trust, as the same may be from time to time validly amended, including, without limitation, the right to subdivide and combine units; to construct and reconstruct buildings and improvements; to redevelop and further develop Units 12, 13, 14, 15 and 16, and/or the Additional Land; to use, modify, relocate construct and reconstruct roads, ways and parking areas; to install, repair, replace and relocate utilities; to pass and repass and store equipment and supplies on and over all parts of the Condominium Property; to add Additional Land and Units or to withdraw buildings, Units and Exclusive Use Areas and to recomputed percentage interests; to enter into or relinquish license agreements; to grant nonexclusive easements to Unit Owners to the Beach and Beach Easement; to amend the Master Deed and the Declaration of Trust; to alter Unsold Units and the percentage interests appurtenant to Unsold Units and to remove and replace Trustees during the term of the Initial Trustee. Capitalized terms used in this Section but not defined shall have the meanings set forth in the Master Deed or Declaration of Trust.

C. 792 Route 28 (also known as 792 Main Street), Harwich (South), Barnstable County, Massachusetts

The land in Harwich (South), Barnstable County, Massachusetts, together with the buildings thereon, further bounded and described as follows:

Beginning at the South corner of the premises at the State Highway and at land now or formerly of Lillian H. Butlin, formerly of Hubbard; thence North 8° 24' East by land now or formerly of said Butlin, one hundred eighty and 74/100 (180.74) feet to a stone; thence North 72° 9' 10" West by land now or formerly of said Butlin, one hundred fifty-six and 30/100 (156.30) feet to a concrete bound at land now or formerly of the United Cape Cod Cranberry Company; thence West 27° 7' 50" East, one hundred nine and 78/100 (109.78) feet to a concrete bound; thence North 28° 39' 20" East, two hundred twenty-eight and 77/100 (228.77) feet to a pipe; thence North 15° 43' 40" East, three hundred thirty-eight and 99/100 (338.99) feet, all by land now or formerly of said Cranberry Company to a pipe at the Northwest corner of the granted premises;

thence S 86° 41' 30" East by land now or formerly of said Cranberry Company to a ditch in the cranberry bog; thence Southeasterly and Easterly and Northerly by said ditch and Cranberry Bog now or formerly of the United Cape Cod Cranberry Company to the North line of the granted premises; thence Easterly by said Cranberry Company to a pipe; thence South 71° 21' 10" East, twelve and 9/100 (12.09) feet to land now or formerly of Lucy M. Pelton; thence South 19° 21' 30" West, two hundred six and 96/100 (206.96) feet by said Pelton's land to a point; thence South 4° 17' 40" West, four hundred fifty-seven and 81/100 (457.81) feet by land now or formerly of said Pelton to the said State Highway; thence South 59° 18' 20" West, three hundred fifty-three and 53/100 (353.53) feet by said State Highway to the place of beginning; containing an area of 5.67 acres more or less; all as shown on "Plan of Land in South Harwich, Mass. owned by Alfred and Grace A. Everett. July 29, 1942." Benjamin P. Chase, Dennisport, Mass. Surveyor, and recorded with in Plan Book 67, Page 139 at the Barnstable County Registry of Deeds.



FIRST REPUBLIC BANK

It's a privilege to serve you®

**COLLATERAL ASSIGNMENT OF LESSOR'S INTEREST
IN LEASES, RENTS AND PROFITS**

Effective January 15, 2015, **WYCHMERE HARBOR REAL ESTATE, LLC**, a Massachusetts limited liability company with a mailing address of 23 Snow Inn Road, Harwich Port, MA 02646 (hereinafter referred to as "**Assignor**", which term shall include its successors and assigns), for consideration paid, grants, transfers and assigns to **FIRST REPUBLIC BANK**, with a usual place of business at 111 Pine Street, San Francisco, CA 94111 (hereinafter referred to as "**Lender**", which term shall include its successors and assigns) to secure: (i) the payment of SIXTEEN MILLION AND 00/100 (\$16,000,000.00) DOLLARS, with interest thereon, payable as provided in a Promissory Note of even date from Assignor and Wychmere Harbor Functions Limited Partnership, a Massachusetts limited partnership, as co-Borrowers (collectively, "**Borrower**") (the "**Note**" which term shall include all modifications, extensions, renewals and replacements thereof); (ii) Borrower's obligations under a certain Loan Agreement of even date (the "**Loan Agreement**" which term shall include all modifications, extensions, renewals and replacements thereof); (iii) Borrower's obligations under a certain Mortgage and Security Agreement and Financing Statement, also of even date, entered into in connection herewith (the "**Mortgage**" which term shall include all modifications, extensions, renewals and replacements thereof); (iv) the obligations of Guarantors under any guaranty given with respect to obligations secured hereby; (v) all other obligations contained in or created under the Note or in or under any other instruments, documents or undertakings given or entered into as security for or in connection with the Note (together with the Note, Loan Agreement and Mortgage, collectively, the "**Loan Documents**"); and (vi) all covenants and agreements contained herein (all of the above enumerated obligations, as any of the same may be from time to time amended or extended, jointly and severally constituting the "**Obligations**" as that term is used herein and in any instrument, document or undertaking included within the term "**Obligations**"), the Leases hereinafter specified.

12621957-v5
Loan No. 11-513011-7
Obligor No. 0210367228, 0210367236

28570.0073

1. THE LEASES. The term "Lease" as used herein shall mean and include each of the items hereinafter specified relating to the premises located at 792 Main Street, Harwich Port, Barnstable County, MA and Unit 12-Building #4, Unit 13-Building #5, Unit 14-Building #6, Unit 15-Building #7, Unit 16-Building #8 of the Wychmere Shores Condominium more particularly described in Schedule "A" attached hereto (collectively, the "Property"):

1.1 all right, title and interest of Assignor in, to and under any lease, tenancy agreement or other arrangement for use and occupancy of the Property, now existing or hereafter created, including but not limited to leases of less than seven (7) years' duration which are not of record.

1.2 all rents, issues and profits from the Leases and from the Property.

1.3 all security deposits or other deposits, guarantees, rental insurance, letters of credit, bonds and all other instruments, documents or undertakings given as security for or in connection with the obligations of any lessee, tenant or occupant (hereinafter "Tenant") under the Leases.

2. ASSIGNOR'S WARRANTIES. Assignor hereby warrants as follows:

2.1 OTHER ASSIGNMENTS. Assignor has made no assignment other than this Assignment of the Leases or of any of the rights of Assignor under any of the Leases;

2.2 OTHER ACTS. Assignor has neither done any act nor omitted to do any act that might prevent Lender from or limit Lender in acting under any of the provisions of this Assignment;

2.3 ADVANCE RENTS. Assignor has not accepted any rental or other payment for use and occupancy of the Property or any part thereof under any of the Leases covering any period that extends for more than one (1) month from the date of this Assignment.

2.4 TENANT DEFAULTS. To the best knowledge of Assignor, there is no default by any Tenant under the terms of any of the Leases;

2.5 PROHIBITIONS ON ASSIGNOR. Assignor is not prohibited under any agreement with any other person or any judgment or decree from (i) the execution and delivery of either this Assignment or any of the Leases; (ii) the performance of each and every covenant of Assignor under either this Assignment or the Leases; or (iii) the meeting of each and every condition contained in this Assignment or the Leases.

2.6 LITIGATION. No action has been brought or, to the best knowledge of Assignor, is threatened, which would interfere with the right of Assignor to execute this Assignment and perform all of Assignor's obligations contained in this Assignment and in the Leases; and

2.7 EXISTENCE OF LEASES, AMENDMENTS. The Leases are in full force and effect and have not been modified or amended.

3. ASSIGNOR'S COVENANTS. Assignor hereby covenants as follows:

3.1 **PERFORMANCE AS LANDLORD.** Assignor will (a) fulfill, perform and observe each and every term, condition and covenant of landlord contained in or entered into in connection with any of the Leases; (b) at no cost or expense to Lender, enforce the performance and observation of each and every covenant and condition of each of the Leases to be performed or observed by the Tenant thereunder; and (c) appear in and defend any action growing out of the obligations or liabilities of landlord, Tenant or any guarantor thereunder or with respect thereto;

3.2 **ACTS REQUIRING CONSENT.** Assignor will not either (a) modify any material or substantial terms or conditions of the Leases; (b) terminate or foreshorten the term or accept the surrender of any of the Leases unless due to substantial default by the Tenant thereunder; (c) waive, or release the Tenant from any material or substantial condition of any of the Leases; (d) permit the prepayment of any rents under any of the Leases for more than one (1) month prior to the accrual thereof; (e) give any consent to any assignment or sublease by the Tenant under any of the Leases; or (f) enter into any additional Lease relating to the Property without receiving the prior, written consent of Assignee, and any action taken as aforesaid without such consent shall be void at the election of Assignee. Assignor shall provide Assignee with tenant estoppels and subordination, nondisturbance and attornment agreements as Assignee may require.

3.3 **ACTIONS AFFECTING REVERSIONARY INTEREST.** Assignor shall take no action that shall cause or permit the estate of the Tenant under any of the Leases to merge with the reversionary interest of Assignor in the Property or any portion thereof and no such action shall be deemed to create a merger without Lender's written consent.

3.4 **NEGATION OF LIABILITY, INDEMNIFICATION.** Lender shall not be obligated to perform or discharge any obligation of Assignor under any of the Leases, whether or not Lender has acted to exercise its rights hereunder nor shall Lender ever be liable to Assignor for any action taken hereunder except such actions as constitute gross negligence or are taken in bad faith and without a business purpose. Assignor agrees to indemnify and hold Lender harmless against any and all liability, loss or damage which Lender may incur under any of the Leases or by reason of this Assignment, and from all claims and demands which may be asserted against Lender by reason of an act of Lender under this Assignment.

4. **EVENTS OF DEFAULT.** The term "Event(s) of Default" wherever used in this Assignment, shall mean: the occurrence of any Event of Default as set forth in the Note, the Mortgage, the Loan Agreement and any other Loan Documents, the failure by Assignor to duly observe any other Obligation, or the breach of any warranty by Assignor contained in this Assignment.

5. **LENDER'S REMEDIES.** Upon the occurrence of any Event of Default, in addition to and not in limitation of any and all other rights and remedies available to Lender under the Note, the Mortgage, or any undertaking entered into in connection therewith or at law, Lender may, without regard to the adequacy of security for the indebtedness secured hereby and with or without bringing any legal action or causing any receiver to be appointed by any court or other judicial authority (a) proceed to enter upon, take possession of and operate the Property without becoming a mortgagee in possession; (b) perform any and all obligations of Assignor contained in the Leases as fully as Assignor itself could, (c) make, enforce, modify and accept any Lease or modify rent; (d) do all of the acts which Lender may deem necessary or proper to protect the

security created by this Assignment; and (e) sue for and otherwise collect and receive all rents, profits and issues from the Property, including those past due and unpaid and to apply at Lender's sole discretion all such rents, profits and issues to the payment of: (i) the reasonable cost of all alterations, renovations, repairs and replacements; (ii) reasonable expenses incident to taking and retaining possession of the Property, and the management and operation thereof, and keeping the same properly insured, with interest on all such costs; and, whether or not Lender takes possession of the Property; (iii) all taxes, charges claims, assessments, and any other liens which may affect the Property; (iv) the cost of performance of the Obligations secured hereby, together with all reasonable costs and attorneys' fees; and (v) any sums due from Assignor to Lender, in such order of priority as to any of such items as Lender in its sole discretion may determine, any statute, law, custom or usage to the contrary notwithstanding. Entry upon and taking possession of the Property and the collection of the rents, issues and profits of the Property and the application thereof, as aforesaid, shall not operate to waive any default or prohibit the taking of any action by Lender under the Note, the Mortgage, this Assignment or other related loan documents or at law or in equity to enforce payment of the indebtedness secured by the Mortgage or to realize on any other security.

6. SUCCESSORS AND ASSIGNS. This Assignment shall inure to the benefit of and be binding upon Assignor and Lender and their respective heirs, executors, legal representatives, successors and assigns. Whenever a reference is made in this Assignment to Assignor or Lender such reference shall be deemed to include a reference to the heirs, executors, legal representatives, successors and assigns of Assignor or Lender.

7. TERMINOLOGY. All personal pronouns used in this Assignment whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Titles and Articles are for convenience only and neither limit nor amplify the provisions of this Assignment itself.

8. SEVERABILITY. If any provision of this Assignment or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Assignment and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

9. APPLICABLE LAW. This Assignment shall be interpreted, construed and enforced according to the laws of the state in which the Property is located.

10. NOTICES, DEMANDS AND REQUESTS. All notices, demands, or requests provided for or permitted to be given pursuant to this Assignment must be in writing and shall be deemed to have been properly given by depositing in the United States Mail, postpaid and registered or certified return receipt requested, and addressed to the notice address if any, set forth in the Mortgage. Assignor or Lender shall have the right from time to time and at any time during the term of this Assignment to change their respective addresses by notice as aforesaid, and each shall have the right to specify as its address any other address within the United States of America.

11. COLLATERAL NATURE OF ASSIGNMENT. So long as there shall exist no Event of Default, as defined in Paragraph 4, Assignor shall have the right to collect, but not more than one

(1) month prior to accrual, all rents, issues and profits from the Property (including, but not by way of limitation, all rental payments under any of the Leases) and to retain, use and enjoy the same.

12. ACTIONS AFFECTING JUNIOR LIEN HOLDERS. Assignor and Lender agree that (i) an extension or extensions may be made of the time of payment of all or any part of the indebtedness evidenced by the Note or of any other indebtedness secured by this Assignment or by the Mortgage; (ii) the terms of the Note, the Mortgage, and this Assignment may be modified; (iii) additional security may be given by Assignor; and (iv) any of the Leases may be modified, amended or released, all without altering or affecting the security created by this Assignment or its priority with respect to any junior encumbrance, grantee, purchaser or other person or entity, or any person or entity acquiring or holding an interest in the Leases or the Property or any portion thereof and without altering or releasing the Obligations of Assignor under the Note, the Mortgage, this Assignment or otherwise.

13. TERMINATION AND DISCHARGE. In the event the Mortgage entered into by and between Assignor and Lender in connection herewith is discharged of record then said discharge shall also discharge this Assignment.

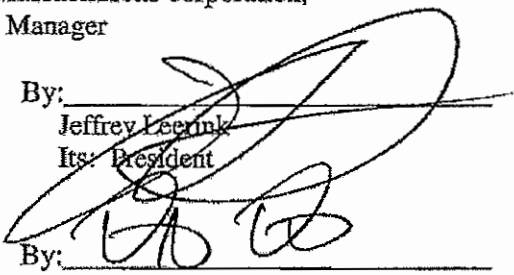
[next page is signature page]

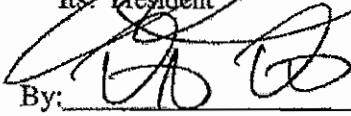
IN WITNESS WHEREOF, the undersigned have executed this Collateral Assignment of Lessor's Interest in Leases, Rents and Profits UNDER SEAL, to be effective as of the date first set forth above.

ASSIGNOR

**WYCHMERE HARBOR REAL
ESTATE, LLC**, a Massachusetts limited liability
company

By: Wychmere Holdings Corp.,
a Massachusetts corporation,
its Manager

By: 
Jeffrey Leeink
Its: President

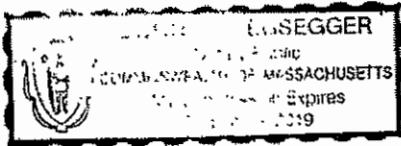
By: 
Demetrios Dasco
Its: Treasurer

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 18 day of December, 2014, before me, the undersigned notary public, personally appeared Jeffrey Leerink, proved to me through satisfactory evidence of identification, which was Drivers license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purposes as said President of Wychmere Holdings Corp., Manager of Wychmere Harbor Real Estate, LLC.

Bonnie Ruvessio
Bonnie Ruvessio, Notary Public
My commission expires: August 29, 2019

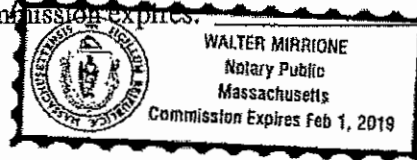


COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

On this 22nd day of December, 2014, before me, the undersigned notary public, personally appeared Demetrios Dasco, proved to me through satisfactory evidence of identification, which was Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purposes as said President of Wychmere Holdings Corp., Manager of Wychmere Harbor Real Estate, LLC. Treasurer

Walter Mirrione
_____, Notary Public
My commission expires: _____



SCHEDULE "A"
TO
COLLATERAL ASSIGNMENT OF LESSOR'S
INTEREST IN LEASES, RENTS AND PROFITS

A. UNITS. UNIT 12-Building #4, UNIT 13-Building #5, UNIT 14-Building #6, UNIT 15-Building #7 and UNIT 16-Building #8 of the Wychmere Shores Condominium (the "Condominium") created under Master Deed dated May 3, 2010 and recorded with Barnstable County Registry of Deeds, Book 24546 , Page 299, (the "Master Deed"), as shown on the Condominium Site Plans and Floor Plans recorded with the Master Deed, together with the interests, rights and easements appurtenant thereto, including without limitation, the percentage interest in the Common Areas and Facilities of the Condominium under the Master Deed and the beneficial interest and Unit Owner's right under the Declaration of Trust of the Wychmere Shores Condominium Trust dated May 3, 2010 and recorded herewith with Barnstable County Registry of Deeds, Book 24547, Page 1, (the "Declaration of Trust").

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C. 792 Route 28 (also known as 792 Main Street), Harwich (South), Barnstable County, Massachusetts

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Beginning at the South corner of the premises at the State Highway and at land now or formerly of Lillian H. Butlin, formerly of Hubbard; thence North 8° 24' East by land now or formerly of said Butlin, one hundred eighty and 74/100 (180.74) feet to a stone; thence North 72° 9' 10" West by land now or formerly of said Butlin, one hundred fifty-six and 30/100 (156.30) feet to a concrete bound at land now or formerly of the United Cape Cod Cranberry Company; thence West 27° 7' 50" East, one hundred nine and 78/100 (109.78) feet to a concrete bound; thence North 28° 39' 20" East, two hundred twenty-eight and 77/100 (228.77) feet to a pipe; thence

North 15° 43' 40" East, three hundred thirty-eight and 99/100 (338.99) feet, all by land now or formerly of said Cranberry Company to a pipe at the Northwest corner of the granted premises; thence S 86° 41' 30" East by land now or formerly of said Cranberry Company to a ditch in the cranberry bog; thence Southeasterly and Easterly and Northerly by said ditch and Cranberry Bog now or formerly of the United Cape Cod Cranberry Company to the North line of the granted premises; thence Easterly by said Cranberry Company to a pipe; thence South 71° 21' 10" East, twelve and 9/100 (12.09) feet to land now or formerly of Lucy M. Pelton; thence South 19° 21' 30" West, two hundred six and 96/100 (206.96) feet by said Pelton's land to a point; thence South 4° 17' 40" West, four hundred fifty-seven and 81/100 (457.81) feet by land now or formerly of said Pelton to the said State Highway; thence South 59° 18' 20" West, three hundred fifty-three and 53/100 (353.53) feet by said State Highway to the place of beginning; containing an area of 5.67 acres more or less; all as shown on "Plan of Land in South Harwich, Mass. owned by Alfred and Grace A. Everett. July 29, 1942." Benjamin P. Chase, Dennisport, Mass. Surveyor, and recorded with in Plan Book 67, Page 139 at the Barnstable County Registry of Deeds.

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513


Fax (508) 432-5039

Christopher Clark, *Town Administrator*

732 MAIN STREET, HARWICH, MA 02645



MEMO

TO: Board of Selectmen 
FROM: Christopher Clark, Town Administrator
RE: Utility Hearing – Harbor Way
DATE: November 17, 2015

On Tuesday, November 17, 2015, a Utility Hearing was held per the request of Verizon New England and Eversource Energy. The request was to relocate a pole on Harbor Way to allow a homeowner to install a driveway. As there were no objections to the work to be done, I recommend that the Board approve the request of so that Verizon New England and Eversource Energy can begin work as soon as possible.

MINUTES
Utility Hearing – Underground Service
Harbor Way
Tuesday, November 17, 2015
Town Hall Library
10:00 A.M.

Those present included: Ann Steidel – Administrative Secretary, Robert Cafarelli – Town Engineer, Howard Curtin – Homeowner, Kelly-Ann Correia – Verizon Representative, Jack Scott – Handron Homes Inc., Mary Lou Cahalane – Abutter.

Ms. Steidel opened the hearing at 10:00 A.M. and read the hearing notice. Ms. Correia stated that the request is to place the pole closer to the property line to allow for the homeowner to install a new driveway. Mr. Cafarelli asked if this would encroach on other properties or if there would be overhead trespass and Ms. Correia responded no. Ms. Steidel noted that there have been no objections from Town departments. At 10:03 Ms. Cahalane, an abutter, joined the hearing. She stated that there have been double poles at her property for 9 months. Ms. Correia said she would let Verizon know that. She further questioned how she would go about getting her Comcast line buried in the ground and Ms. Correia responded that she would have to contact Comcast directly for that. Mr. Cafarelli said he would recommend installation of the pole. Ms. Steidel closed the hearing at 10:08 a.m.

Submitted by:

Ann Steidel
Administrative Secretary

TOWN OF HARWICH
NOTICE OF PUBLIC HEARING
November 17, 2015

Pursuant to M.G.L. Ch. 166, § 22, a Public Hearing will be held at **10:00 AM on Tuesday, November 17, 2015** in the Harwich Town Hall Library, 732 Main Street, Harwich, MA in reference to the following matter:

A petition by VERIZON NEW ENGLAND and EVERSOURCE ENERGY requesting permission to relocate one (1) JO pole 18/3 to be relocated 36' north of current location on **Harbor Way**. The pole relocation has been requested by the customer to allow placement of a new driveway.

All abutters and other interested persons are invited to attend. For further information, please call the Town Administrator's Office at (508) 430-7513 or stop by Town Hall, 732 Main Street, Harwich where the information is on file.

Christopher Clark
Town Administrator

Cape Cod Chronicle
October 29, 2015

PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

August 28, 2015

To the Board of Selectmen

in HARWICH, Massachusetts

VERIZON NEW ENGLAND INC. and NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY request permission to locate poles, wires, cables and fixtures including the necessary anchors, guys and other such sustaining and protecting fixtures to be owned and used in common by your petitioners, along and across the following public way or ways:

Harbor Way:

Relocate one (1) JO pole 18/3 to be relocated 36' north of current location on Harbor Way.

The pole relocation has been requested by the customer to allow placement of new driveway.

Wherefore they pray that after due notice and hearing as provided by law, they be granted joint or identical locations for and permission to erect and maintain poles, wires and cables, together with anchors, guys and other such sustaining and protecting fixtures as they may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked-VZ N.E. Inc. Plan No. MA2015-61

Dated August 13, 2015

Also for permission to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioners agree that space shall be reserved and maintained for the limited purpose of attaching one-way low voltage fire and police signaling wires owned by the municipality or governmental entity for public safety purposes only.

VERIZON NEW ENGLAND INC.

By Daryl Crossman
Manager - Rights of Way

Dated this 28 day of AUG, 2015.

NSTAR ELECTRIC COMPANY dba EVERSOURCE ENERGY

By [Signature]
Rights of Way Representative

Dated this 5th day of October, 2015.

PETITION PLAN



HARWICH

VZ N.E. Inc. No. MA2015-61

MUNICIPALITY VERIZON NEW ENGLAND AND NSTAR ELECTRIC COMPANY DBA
EVERSOURCE ENERGY

DATE: AUGUST 13, 2015

SHOWING PROPOSED RELOCATION OF ONE POLE ON HARBOR WAY



PARCEL ID: 1-C2-4-0
28 HARBOR WAY

PARCEL ID: 1-G1-2-0
29 HARBOR WAY

HARBOR WAY

PARCEL ID: 1-G1-3-0
25 HARBOR WAY

PARCEL ID: 1-C2-6-0
24 HARBOR WAY



← -36'- →



EXISTING JO
POLE 18/P3 TO BE
RELOCATED

RIVER BEND WAY

NOT TO SCALE

1 JO POLE TO BE RELOCATED

LEGEND



EXISTING JOINTLY OWNED POLE
TO BE REMOVED



PROPOSED NEW JOINTLY OWNED POLE
TO BE INSTALLED



EDGE OF PAVEMENT



EDGE OF ROADWAY



PROPERTY LINE

Town of Harwich
Harbormaster's Office
715 Main Street – PO Box 207
Harwich, MA 02646
Phone (508) 430-7532
Fax (508) 430-7535

Memo



To: Chairman, Board of Selectman
From: John C. Rendon, Harbormaster
Date: November 23, 2015
Subject: MSA Renewals - 2016

I recommend the annual renewal of the Mooring Servicing Agent Permit for Allen Harbor Marine Service, AGL Mooring and Harwich Port Boat Yard. All Mooring Servicing Agents have satisfactorily performed the required mooring services and inspections for the Town of Harwich over the past year. A copy of a current Certificate of Liability Insurance for each Mooring Servicing Agent, as required by Section 2 of the HMP is enclosed.

Please let me know if you have any questions or concerns. Thank you.

Thank you,

John C. Rendon.

Encl: (3) Certificates of Liability Insurance

Cc: Town Administrator, Town of Harwich
Chairman, Waterways Committee



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/10/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER J.J. Ruddy Insurance Agency Inc. 153 Main St. Medford MA 02155 INSURED Allen Harbor Marine Service, Inc. PO Box 445 Harwich Port MA 02646	CONTACT NAME: Gale Fanciullo PHONE (A/C, No, Ext): (781) 396-4900 FAX (A/C, No): (781) 391-7597 E-MAIL ADDRESS: gfanciullo@jjruddyinsurance.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Hanover Insurance Company</td> <td style="text-align: center;">22292</td> </tr> <tr> <td>INSURER B:</td> <td>Hanover Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td>Granite State</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Hanover Insurance Company	22292	INSURER B:	Hanover Insurance Co.		INSURER C:	Granite State		INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES **CERTIFICATE NUMBER: 11/10/15** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL ISUBR INSD WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		IHN3042628	5/1/2015	5/1/2016	EACH OCCURRENCE \$ 1,000,000	
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
						MED EXP (Any one person) \$ 5,000	
						PERSONAL & ADV INJURY \$ 1,000,000	
						GENERAL AGGREGATE \$ 2,000,000	
						PRODUCTS - COM/POP AGG \$ 2,000,000	
						\$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$	
						BODILY INJURY (Per person) \$	
						BODILY INJURY (Per accident) \$	
						PROPERTY DAMAGE (Per accident) \$	
						\$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		IHN3042599	5/1/2015	5/1/2016	EACH OCCURRENCE \$ 4,000,000	
						AGGREGATE \$ 4,000,000	
						\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC051754532	10/1/2015	10/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 500,000
							E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Town of Harwich, Saquatucket Municipal Marina is listed as additional insured. Liability coverage includes Marina Operators Legal Liability & Protection & Indemnity

CERTIFICATE HOLDER Saquatucket Municipal Marina 715 Main Street P.O. Box 207 Harwich Port, MA 02646	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Gale Fanciullo/GAF <i>Gale Fanciullo</i>
--	--



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/13/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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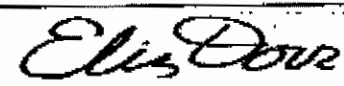
PRODUCER Germani Insurance Agency 908 Main Street Osterville, MA 02655	CONTACT NAME: PHONE (A/C. No. Ext): (508)428-9194 FAX (A/C. No.): (508)428-3068 E-MAIL ADDRESS: certs@germaniinsurance.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Essex Ins. Co. NAIG #
INSURED AGL Mooring Karl Niehoff P.O. Box 808 Hyannis Port, MA 02647	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Ocean Marine Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		9CD2057-3	5/25/2015	5/25/2016	EACH OCCURRENCE	\$ 500,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$ 1,000,000
						PRODUCTS - COMPI/OP AGG	\$
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 104, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Attn: Harwich Harbor Master Saquatucket Municipal Marina 715 Main St. - PO Box 207 Harwich Port, MA 02646 MMorris@town.harwich.ma.us	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**Brooks Free Library Board of Trustees
Annual Meeting with Board of Selectmen
Nov. 16, 2015**

The Board of Trustees would like to begin our annual report by saying thank you for your support for the funding to restore Monday hours. On Sept. 14, 2015, after a 10-year absence, the Library re-opened on Mondays and the response from the community has been extremely positive. They are very appreciative. As we had anticipated, re-opening on Mondays has spread out visits to the Library so that's it's much easier to find a parking space, and it's also resulted in increased use. Being open on Mondays is especially appreciated by parents of students who are now able to come every day after school and by working people who have limited time to come to the library and appreciate an additional day when they're able to stop by on their way home from work.

In February it will be 18 years since we moved back into the renovated and expanded building. The Library experienced dramatic increases in use in the first decade after the renovation. The rate of increase then stabilized to more manageable levels, but we're happy to report that the volume of activity continues to grow as we successfully adapt to the changing needs and interests of the community. A full page of statistics is included at the end of this report, but we would like to highlight a few. Today there are 13,231 Brooks Free Library cardholders, 9,555 of whom are full-time Harwich residents. Last year 237,876 items were checked out, a 54% increase in the past ten years. We responded to 16,840 reference questions, a 39% increase in the past ten years. Last year we provided 854 programs, which attracted 12,591 attendees.

This year we have expanded outreach efforts related to technology. We are holding monthly technology assistance programs at the Council on Aging and Pine Oaks, recording Tech Talks on Channel 18, and continue to offer Book-A-Librarian appointments for one-on-one technology help, in addition to weekly e-Book Help and Device Advice sessions and monthly technology workshops.

We continue to collaborate with local teachers on projects related to the curriculum and promote recreational reading by hosting field trips to the library and visiting classrooms. In collaboration with the librarian at Harwich Elementary School, we have several new initiatives. The Youth Services Librarian has just begun a new series of book talks in a different Elementary School classrooms every Friday morning, getting students excited about reading, and we've created a story-walk at the Middle School ball fields. The stories are changed frequently and a number of Elementary School teachers are taking advantage of the opportunity to allow the students to stretch their legs and get some fresh air while also focusing on reading.

We are currently hosting a paid intern from the Massachusetts Commission for the Blind. Erin Milde, a Brewster resident with sight loss, is working with Assistive Technology Coordinator Carla Burke in our Vision Impaired Technology Assistance at the Library (VITAL) program. The Executive Director of the Massachusetts Commission for the Blind was so impressed by our instructional program that he recently visited to learn more about how we were able to successfully establish this innovative program. The Commission is investigating potential funding sources they can use to have us assist them establish similar programs in other locations around the state.

This fall we're hosting an intern from Monomoy High School, providing developmental work experience to a high school senior. We participate in the Senior Tax Work-off Program and usually have several volunteers utilizing this program to reduce their property taxes.

This year, thanks to the efforts of the two co-chairs of the Trustees Building and Grounds Committee, Jeannie Wheeler and JoAnne Brown, and Town Facilities Manager, Sean Libby, we accomplished a major project for any library, the installation of new carpet. With the cooperation of all we successfully planned the installation in a way that minimized the impact on the public. We are proud of the teamwork that enabled us to be open through-out most of the three-week project. The final result is beautiful. The old rippled and threadbare carpet is gone; replaced with carpet tiles in a beautiful teal color that matches the shelving and creates a much warmer and more welcoming environment. The carpet tiles should also improve maintenance and our ability to replace stained or worn areas as needed. We'd like to also extend a special thanks to Maintenance Worker Wes Langway, who Sean assigned to be on-site at the Library full-time for the duration of the installation. It wasn't an easy logistical job but Wes did it with a cheerful manner and positive attitude, and that really helped set the tone and eased staff members' concerns as we got into the installation project.

This year we completed historic preservation assessment of exterior, which was funded by the Community Preservation Committee. The consultants identified \$800,000 in needed work on the exterior of the historic Brooks Block and original bank building. We organized a public presentation by the consultant, inviting all interested committees/departments as well as the general public. The Aug, 27th presentation ensured boards, committees and officials had opportunity to hear the presentation first hand. A question-and-answer period followed with great discussion on how to proceed. We have submitted the project for placement on the Capital Plan as well as a request for CPC funding. Other Town officials will be reviewing the recommendations to determine if the work can or should be accomplished in phases, and identifying sources of funds for that work.

As you know, we've also been dealing with a number of electrical repairs this year. Most recently, the library staff returned from Columbus Day weekend to find that the emergency light inverter had failed and the emergency lights and other lighting circuits that pass through the inverter were not working. It took two weeks for the manufacturer to repair the inverter. Although the library could not be open to the public for safety reasons during that time, staff worked diligently to provide modified services, opening a "Library in the Lobby" during daylight hours where patrons could pick up items they'd put on hold. They were also able to select from a small collection of books and movies we set up in the lobby and check those items out. We continued to provide reference services by phone and email, assisting patrons with technology questions, walking them through the process of downloading eBooks and placing requests for items. We then arranged to move our programs to other locations so our story-times, book groups, writers groups, Knit-Lit and other activities could continue. We wish to express thanks to the Harwich Junior Theatre for allowing us to use the HJT Arts Center to run our after-school program the 2nd week of the closing. Parents were very appreciative of the additional effort we made to ensure their middle-schoolers were safe and well supervised after school. Thanks also to Carolyn Carey at the Community Center for generously providing rooms for various book groups, writers groups, etc., to meet. Thank you also to Ann Steidel and Sandy Robinson in the Town Administrator's office for assisting us using the Library at Town Hall for several meetings and the Griffin Room for a large program on "Aids and Appliances for people with sight loss" with the Mass. Commission Blind on Oct. 22nd. Additionally, we thank the Chase and Harwich Port Libraries for giving us space to run our story-times there. We would not have been able to hold the Friday story-time at the Harwich Port Library because of space constraints but the Configuration Dance Studio, which rents the attached hall, generously offered their studio to us, so we'd like to thank them as well. Monomoy School District and Cape Destinations were also fantastic – the schools used Connect-Ed to notify parents of

closings and the change in the location of our after-school program. It was truly great to have such community support to help us continue to provide those services. We are most appreciative.

We would like to again express our appreciation to Facilities Manager Sean Libby. He is extremely professional, aware of priorities and the impact of malfunctions and repairs on operations. He is, however, hampered in his ability to respond by a lack of staffing. We have already seen tremendous improvement in building maintenance since this position has been filled, but in order to fully address the facilities issues, more resources are needed. Additional funding is not the only answer, however. As we've stated previously, often the problem is not funding but trying to find a contractor knowledgeable in complex building systems who is responsive - available in a timely manner and interested in performing the work. Internal assets in the form of Town employees, who are available to respond to priorities and always act in the Town's best interest, are needed. We understand that you recognize this need and would like to lend our support to the effort to fully staff a building maintenance department. The taxpayers will be better served by more responsive action on repairs, to correct problems before they escalate, and by better preventive maintenance to avoid problems in the first place.

We also support consolidation of the building maintenance budgets from the various departments into one consolidated budget under the Facilities Manager beginning in FY17. If this will not be done Town-wide and a phased-in approach is adopted, we ask that consideration be given to consolidating the Library maintenance budget early in the process and that the entire Library maintenance line be consolidated at one time. We are allowed to report a loss in municipal income due to a consolidation of the maintenance function to the Mass. Board of Library Commissioners without ill effects, but phasing it in over several years (i.e., reducing our municipal income by \$10,000 one year, \$15,000 the next year, and so on) may begin to look like attempts to avoid meeting the Municipal Appropriation Requirement. It will be less complicated and easier to track the changes if the Library's funds for maintenance are removed from our budget and consolidated into a central function one time.

Finally we would like to recognize and thank the Friends of the Brooks Free Library who generously give of their time and effort to help us meet the needs of the community. We also benefit from the services of numerous volunteers. Last year 130 individuals volunteered at the Library, performing over 4000 hours of volunteer service. The Chatham-Nauset Lions Club continues to be a great partner, supporting our VITAL program for people with vision loss. We'd also like to thank the Harwich Garden Club for the many hours of hard work maintaining the beautiful garden in the island of our parking lot. Without the help of these organizations and individuals we would be unable to maintain the level of services we provide, so we greatly appreciate their efforts.

Respectfully Submitted,

Brooks Free Library Board of Trustees

Mary Warde, Chairman

Joan McCarty, Vice Chairman

William D. Crowell, Treasurer

Kathleen Remillard, Secretary

JoAnne Brown, Co-Chair, Building and Grounds Committee

Jeannie Wheeler, Co-Chair, Building & Grounds Committee

Ann Emerson

Brooks Free Library Statistics Since Renovation

	Open Hours	Items Checked Out (Physical items, eBooks & eAudio)	Checkouts per Open Hour	Use of Electronic Resources not counted in checkouts	Inter-library Loans	Items in Collection (Physical collection & eBooks)	Number of Cardholders	Harwich Residents w/ Library Card	Reference Questions
FY1997	2025	92285	45.6		4354	38992	8907		2219
FY1998	1937	103910	53.6		6118	42603	9322	<i>not</i>	2472
FY1999	2013	110487	54.9		8630	45199	10562	<i>counted</i>	4360
FY2000	2060	111872	54.3		9624	51984	12313		3955
FY2001	2108	123401	58.5		12275	54684	13540		4613
FY2002	2076	128462	61.9		14677	58439	10867		6053
FY2003	2078	132869	63.9		24363	56833	12094	7811	8955
FY2004	2066	145212	70.3		29264	55784	11661	7838	11416
FY2005	2038	151871	74.5		33236	59565	12308	7574	12263
FY2006	1848	156630	84.8		37849	63041	13108	8043	12126
FY2007	1796	169529	94.4		44147	66393	13370	8289	13866
FY2008	1980	193024	97.5		52435	68620	14298	8457	13183
FY2009	1970	211719	107.5		61304	70454	11936	8682	15035
FY2010	1978	225385	113.9		65829	72620	12606	9014	15471
FY2011	1993	233533	117.2	<i>New item in</i>	71517	76093	12702	8983	15626
FY2102	2004	235597	117.6	<i>state report</i>	70730	81688	12573	8814	15861
FY2013	1981	235941	119.1	<i>for FY2015</i>	68663	85450	12379	8898	16472
FY2014	1940	237565	122.5		66801	90739	12511	8948	16656
FY2015	1922	237876	123.8	24564	62515	93757	13231	9555	16840

	Library Visits	Adult Programs	Adult Program Attendance	Youth Programs	Youth Program Attendance	Children's Programs	Children's Program Attendance	Total Programs	Total Program Attendance
FY1997	64492	5	110			119	3551	124	3661
FY1998	74263	8	1430			119	3419	127	4849
FY1999	64114	51	1076			161	3446	212	4522
FY2000	69654	10	335			172	4769	182	5104
FY2001	75240	80	520			196	6019	276	6539
FY2002	82569	71	673			234	8255	305	8928
FY2003	83627	235	1916	<i>included in</i>	<i>Adult counts</i>	285	8338	520	10254
FY2004	85677	341	2592	<i>until</i>	<i>FY2010</i>	284	6759	625	9351
FY2005	86990	496	2826			249	5939	745	8765
FY2006	82334	602	2608			254	7317	856	9925
FY2007	113584	396	1065			269	7303	665	8368
FY2008	129326	323	2460			286	8306	609	10766
FY2009	141852	534	3776			304	7701	838	11477
FY2010	151008	575	4047	42	273	317	6541	934	10861
FY2011	156535	602	3638	40	244	336	6775	978	10657
FY2102	157849	534	4340	30	519	330	7131	894	11990
FY2013	158081	701	4121	35	242	283	6357	1019	10720
FY2014	159388	572	4396	29	305	305	8493	906	13086
FY2015	159377	532	5097	65	348	257	7146	854	12591



Harwich Town Hall 732 Main St., Harwich, MA 02645 PH: (508) 430-7514

DR_FULL_LINE Begins With 97 Route 28
CORD_TYPE =

ject #	RECORD ID	DATE OPENED	ADDR FULL LINE	RECORD TYPE	RECORD NAME	DESCRIPTION	STATUS	MAP	LOT	AREA PARCEL
5-05	16235_BEM-2013-0916	9/9/2014	97 ROUTE 28	Building Historic Data Conversion	Building Historic Data Conversion	Notice of Intent	In Progress	10	W5	64,033.20
3-21	14361_BEM-2013-0916	5/15/2013	97 ROUTE 28	Historic Notice of Intent	Historic NOI to Demolish	Notice of Intent	Withdrawn	10	W5	64,033.20
	7685_BHJ-2013-0528	1/17/2013	97 ROUTE 28	Percolation Test Application	Percolation Test Application	Test Holes - 2; proposed to combine #93 & #97 for affordable housing development	In Progress	10	W5	64,033.20
3-4	7653_BHJ-2013-0497	1/9/2013	97 ROUTE 28	Percolation Test Application	Percolation Test Application	See #93 RT 28; Trench permit #13-4 shared between two lots for potential merge for affordable housing	In Progress	10	W5	64,033.20
81	2993_BHJ-2006-0766	5/1/2006	97 ROUTE 28	Title 5 Official Inspection	Title 5 Official Inspection	RET	In Progress	10	W5	64,033.20
	6565_276	6/1/2000	97 ROUTE 28	Building Historic Data Conversion	Building Historic Data Conversion	PLUMBING	Closed			
	6563_276	10/27/1999	97 ROUTE 28	Building Historic Data Conversion	Building Historic Data Conversion	RE-ROOF	Closed			
	43170_276	12/1/1995	97 ROUTE 28	Disposal System Construction Permit	Disposal System Construction Permit	21E RTN 4-11830	Closed	10	W5	64,033.20
	CT-2007-000060	12/1/1995	97 ROUTE 28	Enforcement/Board of Health/Complaint/NA	Enforcement BOH Complaint	RTN # 4-11830	Closed	10	W5	64,033.20
54	43169_276	12/26/1991	97 ROUTE 28	Disposal System Construction Permit	Disposal System Construction Permit	SEWAGE	Closed	10	W5	64,033.20
	6562_276	11/20/1991	97 ROUTE 28	Building Historic Data Conversion	Building Historic Data Conversion	ALTERATION	Closed			
A.	6564_276	3/28/1978	97 ROUTE 28	Building Historic Data Conversion	Building Historic Data Conversion	78-15	Closed			


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Bulletin Board  

⇒ After creating or searching for an application scroll down to see the navigation links and the information for the particular application.

This will reduce scrolling up and down.

Quicklinks  

- ▶ [Title 5 - License Check](#)
- ▶ [WC - Proof of Insurance](#)



My Navigation  

Record  

Menu Search New Delete GIS View Log Reports Help My Filters 

Showing 1-5 of 50+

<input type="checkbox"/>	Record #	Status	Tracking #	Address Line 1	Record Type
<input type="checkbox"/>	BLDTR-15-000696	Ready to Issue	TR15-134	10 KINGS RD	Trench
<input type="checkbox"/>	BOHDC-15-0736	Application Accelpted	S15-199	9 HAROLD ST	Disposal System Construction Permit
<input type="checkbox"/>	BOHDC-15-0740	Issued		9 WILLIA...	Disposal System Construction Permit
<input type="checkbox"/>	BOHPT-15-0737	Ready to Issue		10 KINGS RD	Percolation Test Application
<input type="checkbox"/>	BOHT5-15-0738	Plan Review	RET15-291	8 WALTHER...	Title 5 Official Inspection

Page of 10  

Record ID: BLDTR-15-000696

Menu Manage Inspection Delete Search Select Record To Copy From Edit Flow View Log

Record Inspections Related Records Inspections

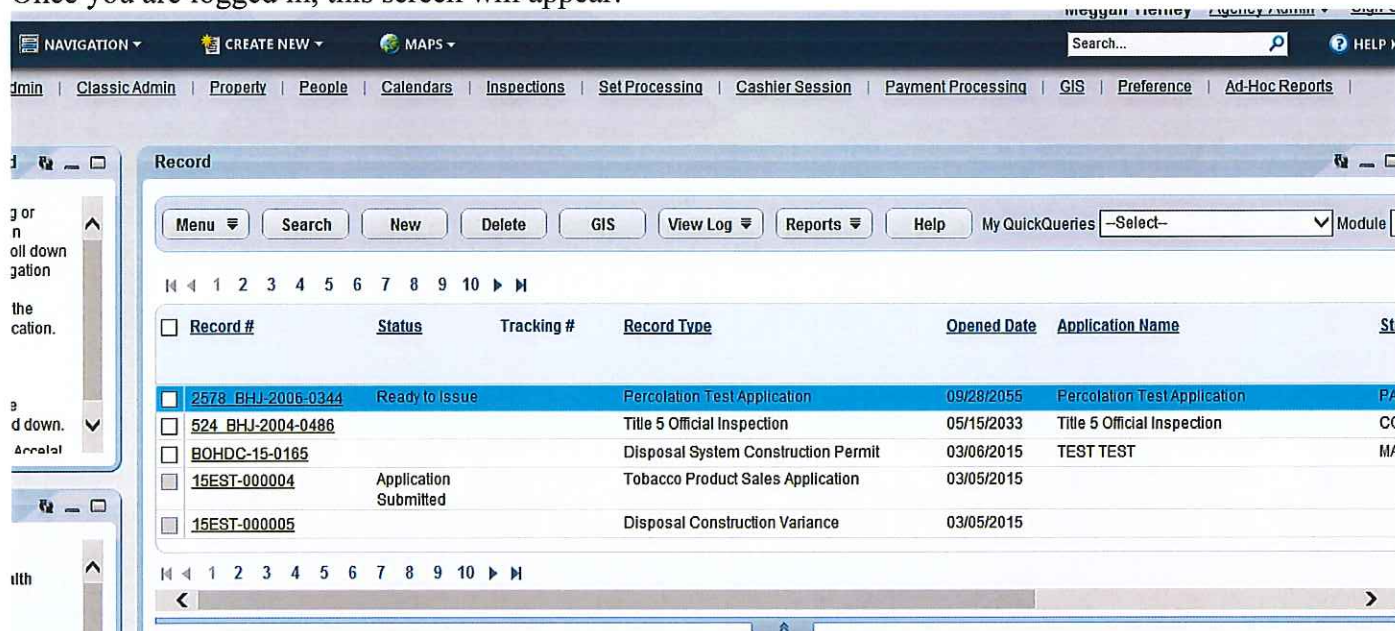
[Sched Date](#) [Inspection Type](#) [Status](#) [Insp Date](#) [Department](#) [Inspector](#) [Result Com](#)

0 record(s) found.

Accela Cheat Sheet-Disposal System Construction Permit

- Assign the report the next Sewage tracking # then log into Accela.

Once you are logged in, this screen will appear:



- Click the “new” button to start entering a new report. A new window will open with drop down options.
- For the “group” choose Board of Health, then for the “type” select “Disposal System”, then select “Disposal System Constr Permit” for the “sub-type”.

This screen will come up when you select your subtype.

The screenshot shows the 'Record Detail' form in the Accela software. At the top, there are buttons for 'Submit', 'Save without Submit', 'Estimate Fee', 'Reset', 'Cancel', and 'Help'. Below the buttons, the 'Record Detail' section is highlighted in blue and contains the text '(This section is required.)'. The form has several fields: 'Type' with the value 'BoardOfHealth/Disposal System/Disposal System Constr Permit/N', 'Application Name' with the value '17 Elliot Way', and 'Detailed Description' with the value 'Sewage 15-68'. There is also a 'check spelling' link at the bottom of the form.

- Enter the application Name as the Address of the work to be done.
- Put the Sewage # in the Detailed Description box.
- Enter the address in the next section and click “search”-this will populate the address, parcel and owner information. (HINT-USE THE LEAST AMOUNT OF INFO POSSIBLE-ENTER JUST “MILL” AND NOT Mill Point Road).

Address * (This section is required.)

New Search Delete Set Primary GIS

1 record(s) added successfully.

<input type="checkbox"/>	Primary	Street # (start)	Direction	Street Name	Street Type	City	State	Zip Code	Address Status
<input type="checkbox"/>	<input checked="" type="checkbox"/>	732		MAIN ST		Harwich	MA		Enabled

Parcel * (This section is required.)

Search Delete Get Address & Owner Set Primary GIS

1 record(s) added successfully.

<input type="checkbox"/>	Parcel #	Primary	Book	Block	Lot	Legal Description	Parcel Area
<input type="checkbox"/>	41-0-C5	<input checked="" type="checkbox"/>	9770	0	C5	732 MAIN ST	30492

- In the Professionals Section, use the drop down menu to select Septic System Installer.
- Enter the last name or the business name of the Installer who applied and then click search.

Professionals (This section is not required.)

Search Clear

License Type and License Number are both required

License Type *
 Septic System Inspectors

License # *

Primary
 Yes

First Name Middle Name Last Name
 Martins

Business Name

Address Line 1

Address Line 2

City State ZIP Code

E-mail

This pops up after you click search. Check the box next to the Installer you want then click “select”.

Menu Select Search Cancel New Help

<input type="checkbox"/>	License Type	State License #	First Name	Middle Name	Last Name	Business Name	License Expiration D.
<input checked="" type="checkbox"/>	Septic System Inspectors	147	Joseph		Martins	ACCU SEPCHECK	
<input type="checkbox"/>	Septic System Inspectors	SE 147	Joe		Martins	ACCU SEPCHECK	

If the Installer does not show up, they may need to be added. This is done separately as a new record and cannot be done while creating another record. See Licensing cheat sheet.

The APPLICANT section is next.

- Click the “as Lic. Prof” button and this information will auto-fill.

Applicant (This section is not required.)

Search As Owner **As Lic. Prof** As Contact

Type Applicant Primary Yes

Full Name
Organization Name
Address Line 1
Address Line 2
Address Line 3
City State Zip Code
E-mail

Home Phone
Mobile Phone
Business Phone

Ignore this section:

Form Designer: Single Entry Applicant Form

Applicant Address
New Look Up Deactivate Remove
Contact Address Line 1 City
Address ID
0 record(s) found.

Complete the app Specific Info as follows:

- Use the drop down menu to select the purpose of the permit
- Use the drop down menu to select the description of work (if known)
- Select the Use Type and the Type of Building from the drop downs

App Specific Info
HISTORIC REFERENCE NUMBERS
Tracking # Job Site #
Project #
GENERAL INFORMATION
Permit Purpose Upgrade - Existing Design Flow
Nature of Repairs or Alterations Description of Work Complete System
check spelling
Type of Building Dwelling
Use Type Residential

- Type in the design flow gallons per day and the calculated day flow (get from the application or the plan)
- Click yes/no to pump chamber/tight tank or I/A technology.

Number of Bedrooms

(Number)

Garbage Grinder

Design Flow Gallons Per Day

GPD (Number)

Calculated Day Flow Gallons

(Number)

Design flow provided

(Number)

Total Leaching Capacity in Gallons

GPD (Number)

Other type of Flow

Approved Design Flow

(Text)

[check spelling](#)

Pump Chamber *

Yes No

Tight Tank *

Yes No

UA Technology

Yes No

Installer

(Text)

Certificate of Compliance Date

- Leave the rest of the form blank then click “submit”

Your record will be active in the second portlet on the screen even if it is not visible in the top portlet.

- Go to the RECORD TAB and put our tracking # into “Short Notes” on the record tab.

Record ID: BOHDC-15-0340

Menu Save Reset Summary View Log Reports Help

Go To Summary Record Fee (0) Payment App Specific Info App Specific Info Tables (0) Workflow Inspections (0) Conditions

Record # BOHDC-15-0340 Opened Date 06/01/2015 Status Type Board/Of Health/Disposal System/Disposal System Cons

Application Name 17 Elliott Way Priority -Select-

Description Sewage 15-68

[check spelling](#)

Total Invoiced	Total Paid	Balance	Assigned to Department	Current Department	Assigned to Staff	Current User	Short Notes
0.00	0.00	0.00	-Select-		-Select-		S 15-68

Click **SAVE**.

Once this is done, invoice and pay the fee. Then go to workflow to accept the report.

Go into Ad-Hoc reports and print out the parcel detail report. Pull the septic file and attach the parcel detail report and the new DSCP application to the file.

Put the address on the clipboard on top of the file cabinet outside of Conservation’s door. And the file in the review bin.



TOWN OF HARWICH

DEPARTMENT OF PUBLIC WORKS


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

Telephone (508) 430-7555

Fax (508) 430-7598

MEMORANDUM

TO: Board of Selectmen

FROM: Lincoln S. Hooper, Director 

DATE: November 19, 2015

RE: Lower County Road Capital Project

I would like to propose a stand-alone reconstruction project for Lower County Road in FY 18 at an estimated cost of \$3.5M. I make this recommendation for several reasons including the poor condition of the road, structural defects with its base, a non-ADA compliant continuous sidewalk, old and failing drainage systems and the sheer scope of the project. Although Lower County Road is eligible for State funding in the TIP program (Transportation Improvement Program), there is no way to meet the Complete Streets criteria (sidewalks and bike lanes on both sides of the street) within the Town's 40' ROW. I am requesting consideration of funding this project outside of our Road Maintenance Plan to avoid disrupting our existing program.

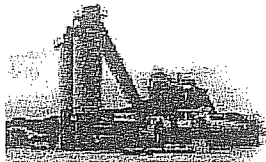
For reference, we typically spend approximately \$1.4M per year maintaining our 482 public roads (142 miles) with a combination of Chapter 90 funding of approximately \$700k and local funding of approximately \$700k. I am extremely proud of the conditions of the roads in Harwich and do not recommend attempting to fund a project of this size and magnitude within the confines of our existing Road Maintenance Plan.

We have had discussion with Town Engineer Bob Cafarelli and Town Surveyor Paul Sweetser about them performing the necessary survey and engineering for this project. I have estimated the cost of outsourcing this function to be approximately \$250k. In my humble opinion, Bob and Paul are both capable and qualified to perform this work in-house if given the time to do so.

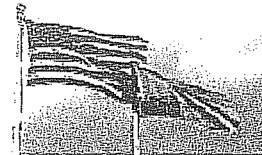
Please note that the attached estimate for this project is derived from Lawrence Lynch Corp. inserting data from Lower County Road into the bid they submitted for our Route 137 project (attached).

Thank you for your consideration in this matter.

Attachments: Lawrence Lynch Estimate for Lower County Road Reconstruction



LAWRENCE LYNCH CORP.



Lawrence-Lynch Corp. • P.O. Box 913 • 396 Gifford Street • Falmouth, MA 02541 • www.LawrenceLynch.com
 Phone (508) 548-1800 • Main Fax (508) 457-1825 • Construction Fax (508) 548-6917 • Toll Free In MA 1-800-352-7188

To: Town Of Harwich	Contact: Chris Nickerson
Address: Harwich, MA	Phone:
	Fax:
Project Name: - Harwich - Lower County Rd Reconstruction - Harwich	Bid Number: EHW-2011-051
Project Location: Rt 137, Harwich, MA	Bid Date: 11/22/2011
Addendum #: 1, 2,	

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
101.	CLEARING AND GRUBBING *Length By About 15' In The Event You Need It For The New Sidewalk	3.50	ACRE	\$7,204.97	\$25,217.40
102.51	INDIVIDUAL TREE PROTECTION	70.00	EACH	\$45.63	\$3,194.10
102.52	TEMPORARY TREE PROTECTION FENCE	500.00	FOOT	\$3.38	\$1,690.00
103.	TREE REMOVED - DIAMETER UNDER 24 INCHES	26.00	EACH	\$197.13	\$5,125.38
104.	TREE REMOVED - DIAMETER 24 INCHES AND OVER	1.00	EACH	\$1,084.88	\$1,084.88
120.1	UNCLASSIFIED EXCAVATION **Cut 16" Out Of Roadway Box For New Gravel And Hot Mix. **Cut Approx 8" In Side Walk Areas	16,100.00	CY	\$12.50	\$201,250.00
129.	PAVEMENT MILLING @ Each End Of Job Plus Transitions At Side Roads **	700.00	SY	\$32.00	\$22,400.00
141.1	TEST PIT FOR EXPLORATION	200.00	CY	\$50.00	\$10,000.00
145.	DRAINAGE STRUCTURE ABANDONED	7.00	EACH	\$158.84	\$1,111.88
146.	DRAINAGE STRUCTURE REMOVED	35.00	EACH	\$385.36	\$13,487.60
151.	GRAVEL BORROW For New Imported Gravel @ 8" Under Roadways And Sidewalks. ***	11,900.00	CY	\$19.80	\$235,620.00
170.	FINE GRADING AND COMPACTING ***	30,600.00	SY	\$4.27	\$130,662.00
187.31	REMOVAL AND DISPOSAL OF DRAINAGE PIPE SEDIMENTS	200.00	FOOT	\$16.30	\$3,260.00
201.	CATCH BASIN	93.00	EACH	\$1,472.74	\$136,964.82
202.	MANHOLE	12.00	EACH	\$1,889.90	\$22,678.80
204.	GUTTER INLET	18.00	EACH	\$849.37	\$15,288.66
205.	LEACHING BASIN	82.00	EACH	\$2,997.38	\$245,785.16
205.1	PRECAST CONCRETE LEACHING GALLEY	42.00	EACH	\$989.41	\$41,555.22
205.3	INFILTRATION CHAMBER	300.00	FOOT	\$59.32	\$17,796.00
220.	DRAINAGE STRUCTURE ADJUSTED	132.00	EACH	\$195.57	\$25,815.24
221.	FRAME AND COVER	127.00	EACH	\$608.34	\$77,259.18
222.1	FRAME AND GRATE - MASSDOT CASCADE TYPE	66.00	EACH	\$675.02	\$44,551.32
225.52	TRAP AND HOOD MUNICIPAL STANDARD	67.00	EACH	\$204.31	\$13,688.77
244.12	12 INCH REINFORCED CONCRETE PIPE CLASS V	2,510.00	FOOT	\$35.84	\$89,958.40
250.04	4 INCH PVC SANITARY SEWER PIPE	50.00	FOOT	\$25.25	\$1,262.50
258.	STONE FOR PIPE ENDS	20.00	SY	\$50.26	\$1,005.20
303.06	6 INCH DUCTILE IRON WATER PIPE (MECHANICAL JOINT)	35.00	FOOT	\$81.84	\$2,864.40
309.	DUCTILE IRON FITTINGS FOR WATER PIPE	150.00	LB	\$4.36	\$654.00
357.12	12 INCH GATE BOX	7.00	EACH	\$91.66	\$641.62
358.	GATE BOX ADJUSTED	29.00	EACH	\$480.16	\$13,924.64
367.06	6 INCH CAST IRON PLUG	1.00	EACH	\$128.49	\$128.49
370.1	8 X 6 INCH TAPPING SLEEVE, VALVE AND BOX	1.00	EACH	\$3,227.42	\$3,227.42
371.06	6 INCH COUPLING	3.00	EACH	\$312.35	\$937.05
376.	HYDRANT	2.00	EACH	\$3,428.52	\$6,857.04
376.2	HYDRANT - REMOVED AND RESET	4.00	EACH	\$1,090.31	\$4,361.24
376.5	HYDRANT - ADJUSTED	5.00	EACH	\$1,178.10	\$5,890.50

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
443.	WATER FOR ROADWAY DUST CONTROL	60.00	MGAL	\$198.44	\$11,906.40
460.	HOT MIX ASPHALT ****	6,600.00	TON	\$74.89	\$494,274.00
464.	BITUMEN FOR TACK COAT ****	1,500.00	GAL	\$6.00	\$9,000.00
472.	HOT MIX ASPHALT FOR MISCELLANEOUS WORK	270.00	TON	\$125.28	\$33,825.60
482.3	SAWING ASPHALT PAVEMENT	13,500.00	FOOT	\$0.01	\$135.00
504.2	GRANITE CURB TYPE VA4 - SPLAYED END	4.00	EACH	\$231.09	\$924.36
506.	GRANITE CURB TYPE VB - STRAIGHT	6,300.00	FOOT	\$19.44	\$122,472.00
506.1	GRANITE CURB TYPE VB - CURVED	360.00	FOOT	\$27.54	\$9,914.40
509.	GRANITE TRANSITION CURB FOR WHEELCHAIR RAMP - STRAIGHT	530.00	FOOT	\$27.71	\$14,686.30
509.1	GRANITE TRANSITION CURB FOR WHEELCHAIR RAMP - CURVED	320.00	FOOT	\$31.26	\$10,003.20
511.1	GRANITE EDGING TYPE SB - STRAIGHT	25.00	FOOT	\$15.26	\$381.50
512.1	GRANITE EDGING TYPE SB (RADIUS 10 FEET OR LESS)	25.00	FOOT	\$23.10	\$577.50
514.	GRANITE CURB INLET - STRAIGHT	42.00	EACH	\$238.64	\$10,022.88
515.	GRANITE CURB INLET - CURVED	3.00	EACH	\$290.43	\$871.29
516.	GRANITE CURB CORNER TYPE A	6.00	EACH	\$151.27	\$907.62
517.	GRANITE CURB CORNER TYPE B	3.00	EACH	\$239.81	\$719.43
580.	CURB REMOVED AND RESET	445.00	FOOT	\$15.87	\$7,062.15
583.	EDGING REMOVED AND RESET	1,120.00	FOOT	\$8.84	\$9,900.80
593.	EDGING REMOVED AND STACKED	120.00	FOOT	\$7.06	\$847.20
620.1	STEEL W BEAM HIGHWAY GUARD (SINGLE FACED)	725.00	FOOT	\$21.73	\$15,754.25
620.4	STEEL W BEAM HIGHWAY GUARD BURIED END (SINGLE FACED)	2.00	EACH	\$776.86	\$1,553.72
622.1	STEEL W BEAM HIGHWAY GUARD (SINGLE FACED/WOOD POSTS)	1,800.00	FOOT	\$21.73	\$39,114.00
622.3	STEEL W BEAM HIGHWAY GUARD - CURVED(SINGLE FACED/WOOD POSTS)	40.00	FOOT	\$22.82	\$912.80
622.4	STEEL W BEAM HIGHWAY GUARD BURIED END (SF/WOOD POSTS)	18.00	EACH	\$776.86	\$13,983.48
627.1	STEEL W BEAM TERMINAL SECTION (SINGLE FACED)	3.00	EACH	\$54.33	\$162.99
627.10	TYPE C-3-C HIGHWAY GUARD END ANCHOR ASSEMBLY	2.00	EACH	\$3,096.57	\$6,193.14
669.	FENCE REMOVED AND STACKED	700.00	FOOT	\$4.35	\$3,045.00
670.	FENCE REMOVED AND RESET	340.00	FOOT	\$24.45	\$8,313.00
691.3	BOULDER REMOVED AND RESET	1.00	LS	\$943.24	\$943.24
697.	SEDIMENTATION FENCE	1,530.00	FOOT	\$3.27	\$5,003.10
697.1	SILT SACK	99.00	EACH	\$97.90	\$9,692.10
698.3	GEOTEXTILE FABRIC FOR SEPARATION	120.00	SY	\$6.58	\$789.60
701.	CEMENT CONCRETE SIDEWALK	1,300.00	SY	\$27.00	\$35,100.00
701.2	CEMENT CONCRETE WHEELCHAIR RAMP	450.00	SY	\$51.21	\$23,044.50
702.	HOT MIX ASPHALT WALK SURFACE ****	855.00	TON	\$111.69	\$95,494.95
703.	HOT MIX ASPHALT DRIVEWAY	750.00	TON	\$0.02	\$15.00
710.4	BOUND - PLAIN GRANITE	3.00	EACH	\$470.83	\$1,412.49
711.	BOUND REMOVED AND RESET	2.00	EACH	\$619.82	\$1,239.64
715.	RURAL MAIL BOX REMOVED AND RESET	25.00	EACH	\$153.63	\$3,840.75
748.	MOBILIZATION	1.00	LS	\$223,367.57	\$223,367.57
751.	LOAM BORROW****	2,700.00	CY	\$40.00	\$108,000.00
765.	SEEDING*****	24,400.00	SY	\$1.36	\$33,184.00
767.8	BALES OF HAY FOR EROSION CONTROL	510.00	EACH	\$10.88	\$5,548.80
769.	PAVEMENT MILLING MULCH UNDER GUARD RAIL	2,590.00	FOOT	\$3.85	\$9,971.50
772.139	ARBORVITAE - GIANT 10-12 FEET	9.00	EACH	\$586.72	\$5,280.48
772.339	CEDAR - WHITE 10-12 FEET	9.00	EACH	\$478.07	\$4,302.63
774.651	CYPRESS - LEYLAND 10-12 FEET	7.00	EACH	\$695.37	\$4,867.59
804.3	3 INCH ELECTRICAL CONDUIT TYPE NM - PLASTIC - (UL)	1,100.00	FOOT	\$23.08	\$25,388.00
811.35	PULL BOX ADJUSTED	3.00	EACH	\$253.55	\$760.65
815.1	TRAFFIC CONTROL SIGNAL LOCATION NO. 1	1.00	LS	\$157,888.74	\$157,888.74
819.831	WIRE LOOP INSTALLED IN ROADWAY	800.00	FOOT	\$10.87	\$8,696.00
826.70	ELECTRIC SERVICE RISER RELOCATION	6.00	EACH	\$10.87	\$65.22
827.21	24 INCH WARNING CLUSTER (H1-2) - ALUMINUM PANEL (TYPE A)	3.00	EACH	\$135.81	\$407.43
832.	WARNING-REGULATORY AND ROUTE MARKER - ALUM.	300.00	SF	\$9.24	\$2,772.00

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
833.5	PANEL (TYPE A) DEMOUNTABLE REFLECTORIZED DELINEATOR - GUARD RAIL	75.00	EACH	\$5.43	\$407.25
833.7	DELINEATION FOR GUARD RAIL TERMINI	23.00	EACH	\$22.82	\$524.86
847.1	SIGN SUP (N/GUIDE)+RTE MKR W/1 BRKWAY POST ASSEMBLY - STEEL	72.00	EACH	\$92.35	\$6,649.20
850.41	ROADWAY FLAGGER	1,500.00	HR	\$45.51	\$68,265.00
852.	SAFETY SIGNING FOR CONSTRUCTION OPERATIONS	1,250.00	SF	\$8.62	\$10,775.00
853.1	PORTABLE BREAKAWAY BARRICADE TYPE III	12.00	EACH	\$114.08	\$1,368.96
854.016	TEMPORARY PAVING MARKINGS - 6 IN. (PAINTED)	84,800.00	FOOT	\$0.16	\$13,568.00
854.026	TEMPORARY PAVEMENT MARKINGS - 6 IN. (NON- REMOVABLE TAPE)	2,120.00	FOOT	\$0.49	\$1,038.80
854.036	TEMPORARY PAVEMENT MARKINGS - 6 IN. (REMOVABLE TAPE)	2,120.00	FOOT	\$0.98	\$2,077.60
856.	SPECIAL LIGHTING UNIT (FLASHING ARROW)	240.00	UDAY	\$8.69	\$2,085.60
856.12	PORTABLE CHANGEABLE MESSAGE SIGN	380.00	UDAY	\$19.56	\$7,432.80
859.	REFLECTORIZED DRUM	64,800.00	DDAY	\$0.20	\$12,960.00
864.04	PAVEMENT ARROWS AND LEGENDS REFL. WHITE (THERMOPLASTIC)	850.00	SF	\$4.89	\$4,156.50
864.32	SLOTTED PAVEMENT MARKER ONE-WAY YELLOW	40.00	EACH	\$17.38	\$695.20
864.35	SLOTTED PAVEMENT MARKER TWO-WAY YELLOW/YELLOW	120.00	EACH	\$17.38	\$2,085.60
865.1	CROSS WALKS AND STOP LINES REFL. WHITE (THERMOPLASTIC)	1,850.00	SF	\$1.58	\$2,923.00
866.04	4 INCH REFLECTORIZED WHITE LINE (THERMOPLASTIC)	19,225.00	FOOT	\$0.43	\$8,266.75
866.06	6 INCH REFLECTORIZED WHITE LINE (THERMOPLASTIC)	5,980.00	FOOT	\$0.65	\$3,887.00
866.12	12 INCH REFLECTORIZED WHITE LINE (THERMOPLASTIC)	210.00	FOOT	\$1.58	\$331.80
867.04	4 INCH REFLECTORIZED YELLOW LINE (THERMOPLASTIC)	18,250.00	FOOT	\$0.43	\$7,847.50
867.06	6 INCH REFLECTORIZED YELLOW LINE (THERMOPLASTIC)	4,790.00	FOOT	\$0.65	\$3,113.50
867.12	12 INCH REFLECTORIZED YELLOW LINE (THERMOPLASTIC)	775.00	FOOT	\$1.58	\$1,224.50
874.02	STREET NAME SIGN - TOWN STANDARD	75.00	EACH	\$59.76	\$4,482.00
874.2	TRAFFIC SIGN REMOVED AND RESET	30.00	EACH	\$103.22	\$3,096.60
874.4	TRAFFIC SIGN REMOVED AND STACKED	88.00	EACH	\$10.87	\$956.56
902.	3500 PSI, 1.5 IN., 520 CEMENT CONCRETE	40.00	CY	\$266.20	\$10,648.00
986.	MODIFIED ROCKFILL	85.00	TON	\$65.11	\$5,534.35
999.	BOND	1.00	LS	\$25,443.62	\$25,443.62

Total Bid Price: \$3,233,584.45

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Lawrence-Lynch Corp</p> <p>Authorized Signature: _____</p> <p>Estimator: Edmund H. Williams, P.E. 508-548-1800 ewilliams@lawrencelynch.com</p>
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CAPITAL PROJECTS REQUEST

1. Department: DPW
 3. Contact Person: Lincoln Hooper
 Phone #: 508-430-7555
 Email Address: highway@cape.com

2. Date Prepared: September 22, 2015

i. Project Title: <u>Lower County Road Reconstruction</u>	6. Purpose of Project Request Form: <div style="border: 1px solid black; padding: 5px; text-align: center; margin: 10px auto; width: 80%;"> Add a new item to the program </div>
ii. Department Priority: <u>B: Important/Necessary</u> Sequence: <u>1</u>	
7. Location: <u>Lower County Road</u>	
8. Description: <u>Complete reconstruction, including new road base, paving, drainage, and continuous sidewalk over 2.2 miles of roadway.</u>	

9. Justification and Useful Life: The road is in poor condition, with structural defects in its base and a sidewalk that is not ADA compliant. Although eligible for for State funding through the TIP Program, there is no way to meet the Complete Streets criteria (sidewalks/bike lanes on both sides) within the Town's right of way.

10. Requested Cost Estimates for:

2017	2018	2019	2020	2021	2022	2023
	\$ 3,500,000.00					

If your estimate is indexed for inflation, indicate adjustment percentage (%) used: N/A

Multi-Phase Project: Yes or No _____ How many years to complete? _____ Reliability of Cost Estimates: Strong, Average, Weak _____

11. Project Cost Summary:

Property acquisition:	
Planning / Engineering / Legal:	
Construction:	3,500,000.00
Furnishings / Equipment:	
Contingency / Other:	
TOTAL COST:	\$ 3,500,000.00

12. Recommended Method of Financing:

Taxes / Current revenues:	
Grants: Chapter 90 - approx	
Finance - Lease / Bonds:	
Capital reserve:	\$ 3,500,000.00
Other:	
TOTAL FINANCING:	\$ 3,500,000.00

13. Net Impact on Operating Costs (+ or -):

Direct Operating Costs	
Personnel: # of employees:	
Personnel: Full Salary/Benefit (
Purchased services:	
Materials and supplies:	
Equipment purchases:	
Utilities:	
Other:	
Indirect Operating Costs	
Fringe benefits:	
General administrative costs:	
Other:	
TOTAL OPERATING COSTS:	\$ -

14. Net Impact on Municipal Income (+ or -):

Taxes:	
Other income/Grants:	
Gain or loss from sale of replaced asset:	
TOTAL IMPACT ON INCOME:	\$ -

Reserved:

Committee Sign-Off:

Town Administrator Sign-Off:

COC Sign-Off:

*Individual sheet p/vehicle. Provide Fleet schedule with anticipated replacements.

CAPITAL PROJECTS REQUEST

1. Department: Harbormaster

2. Date Prepared: September 28, 2015

3. Contact Person: John Rendon

Phone #: 508 430-7532

Email Address: jrendon@town.harwich.ma.us

4. Project Title: SAQ Dock Replacement (Watersheet Reconfiguration)

6. Purpose of Project Request Form:

Modify a project already in the program

5. Department Priority: A: Mandatory or Crucial

Sequence: 1

7. Location: Saquatucket Harbor

8. Description: 2015 Town Meeting approved \$500K for Eng Design (pending). Construction project to dredge areas that are less than 6 ft below MLW within SAQ Harbor, replace all docks, piles and services and add handicap accessible ramp system that brings the marina in compliance with American with Disability Act (ADA). * See attached applicable sections of Design Report from Vine Associates and proposal from Bourne Eng.

9. Justification and Useful Life: Wood decking & framing is worn & splintered, much of the connecting hardware is bent and the flotation is deteriorated; docks are unstable & present a safety concern for the public. Fire & Bubbler systems are antiquated & ineffective. Severe shoaling along the north bulkhead, and electrical & plumbing systems require constant repair. 30 year useful life.

10. Requested Cost Estimates for:

	2017*	2018*	2019	2020	2021	2022	2023
\$	7,000,000.00						

If your estimate is indexed for inflation, indicate adjustment percentage (%) use: N/A

Multi-Phase Project: Yes or No How many years to complete? 1 or 2 Reliability of Cost Estimates: Strong, **Average**, Weak

11. Project Cost Summary:

Property acquisition:	
Planning / Engineering / Legal:	
Construction:	7,000,000.00
Furnishings / Equipment:	
Contingency / Other:	
TOTAL COST:	\$ 7,000,000.00

12. Recommended Method of Financing:

Taxes / Current revenues:	\$ 7,000,000.00
Grants:	Seaport Grant req'd
Finance - Lease / Bonds:	
Capital reserve:	
Other:	
TOTAL FINANCING:	\$ 7,000,000.00

13. Net Impact on Operating Costs (+ or -):

Direct Operating Costs

Personnel: # of employees:	None
Personnel: Full Salary/Benefit	
Purchased services:	
Materials and supplies:	
Equipment purchases:	
Utilities:	
Other:	

Indirect Operating Costs

Fringe benefits:	None
General administrative costs:	
Other:	
TOTAL OPERATING COSTS:	\$ -

14. Net Impact on Municipal Income (+ or -):

Taxes:	7,000,000
Other income/Grants:	
Gain or loss from sale of replaced asset:	
TOTAL IMPACT ON INCOME:	\$ 7,000,000.00

Reserved:

Committee Sign-Off:

Town Administrator Sign-Off:

COC Sign-Off:

*Individual sheet p/vehicle. Provide Fleet schedule with anticipated replacements.



Commonwealth of Massachusetts

Seaport Economic Council

93 State Pier

New Bedford, Massachusetts 01940

508-459-3333

OFFICE OF DIRECTOR
OF PORTS

KAREN M. PULLY
DEPUTY DIRECTOR
OF PORTS

CAROL A. BROWN
ACTING PORTS AND MARITIME SECRETARY

November 5, 2015

John Rendon
Harbormaster
Town of Harwich
PO BOX 207
Harwich Port, MA 02646

Dear John,

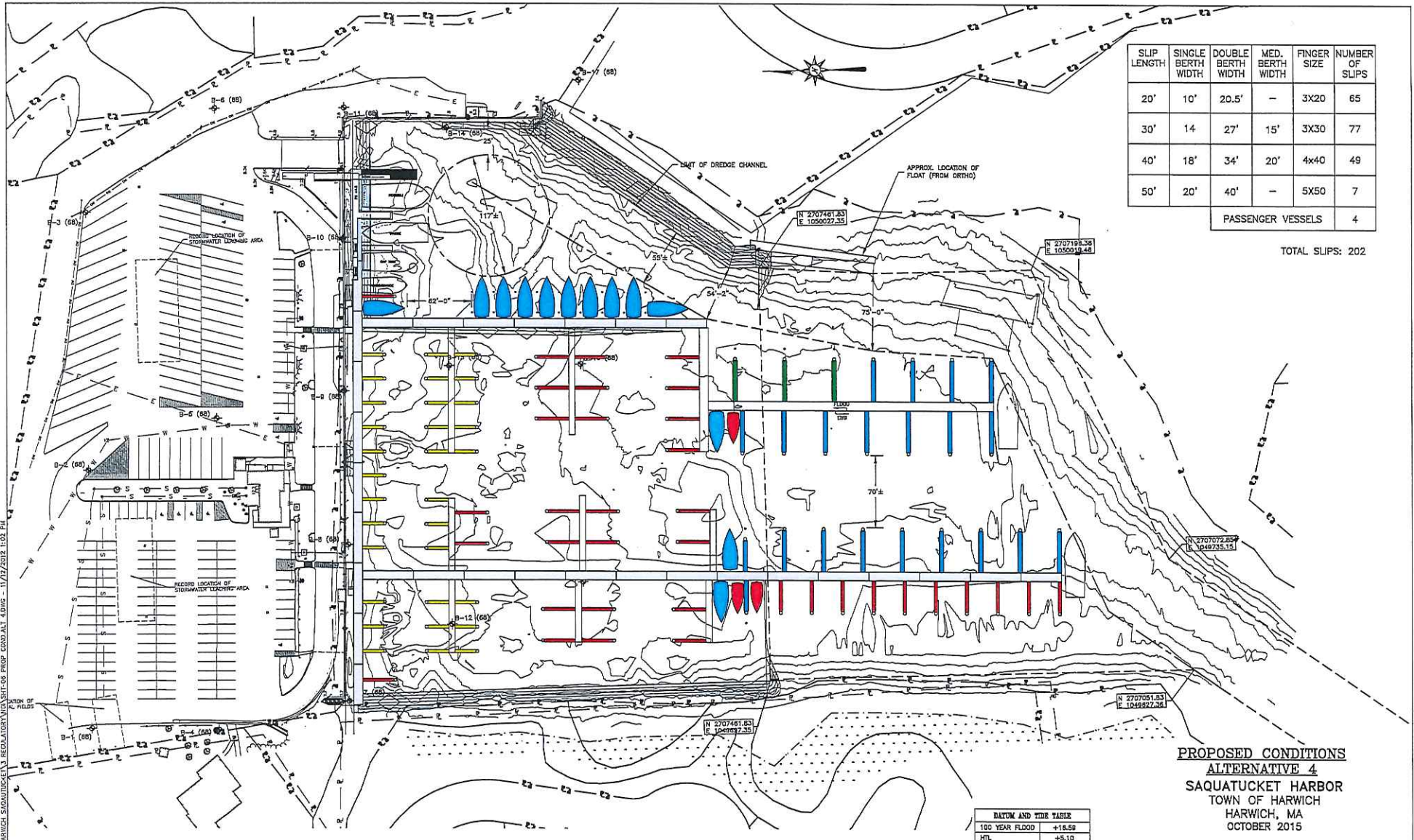
Thank you for your recent application to the Seaport Economic Council for improvements to the Saquatucket Municipal Marina. We applaud the ambitiousness of the project as well as the emphasis on constructing a handicap accessible ramp system to bring the marina into compliance with the Americans with Disabilities Act requirements.

Upon review of the application and the proposed schedule, our assessment is that this project is best suited for the FY17 fiscal year which begins on July 1, 2016. Therefore, we anticipate submitting this request to the Council in the first meeting of 2016 subject to positive reviews by the Port Professionals.

We look forward to continuing to work together to accomplish the Town's maritime economic goals. Please do not hesitate to contact me directly should you have any questions.

Respectfully,

Ellen Cebula
Deputy Director
Seaport Economic Council

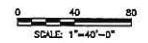


SLIP LENGTH	SINGLE BERTH WIDTH	DOUBLE BERTH WIDTH	MED. BERTH WIDTH	FINGER SIZE	NUMBER OF SLIPS
20'	10'	20.5'	-	3X20	65
30'	14'	27'	15'	3X30	77
40'	18'	34'	20'	4x40	49
50'	20'	40'	-	5X50	7
PASSENGER VESSELS					4

TOTAL SLIPS: 202

**PROPOSED CONDITIONS
ALTERNATIVE 4
SAQUATUCKET HARBOR
TOWN OF HARWICH
HARWICH, MA
OCTOBER 2015**

DATUM AND TIDE RISES	
100 YEAR FLOOD	+16.58
MFL	+5.10
MHW	+4.0
NAVD88	+2.59
MLW	+0.28
MLLW	0.0

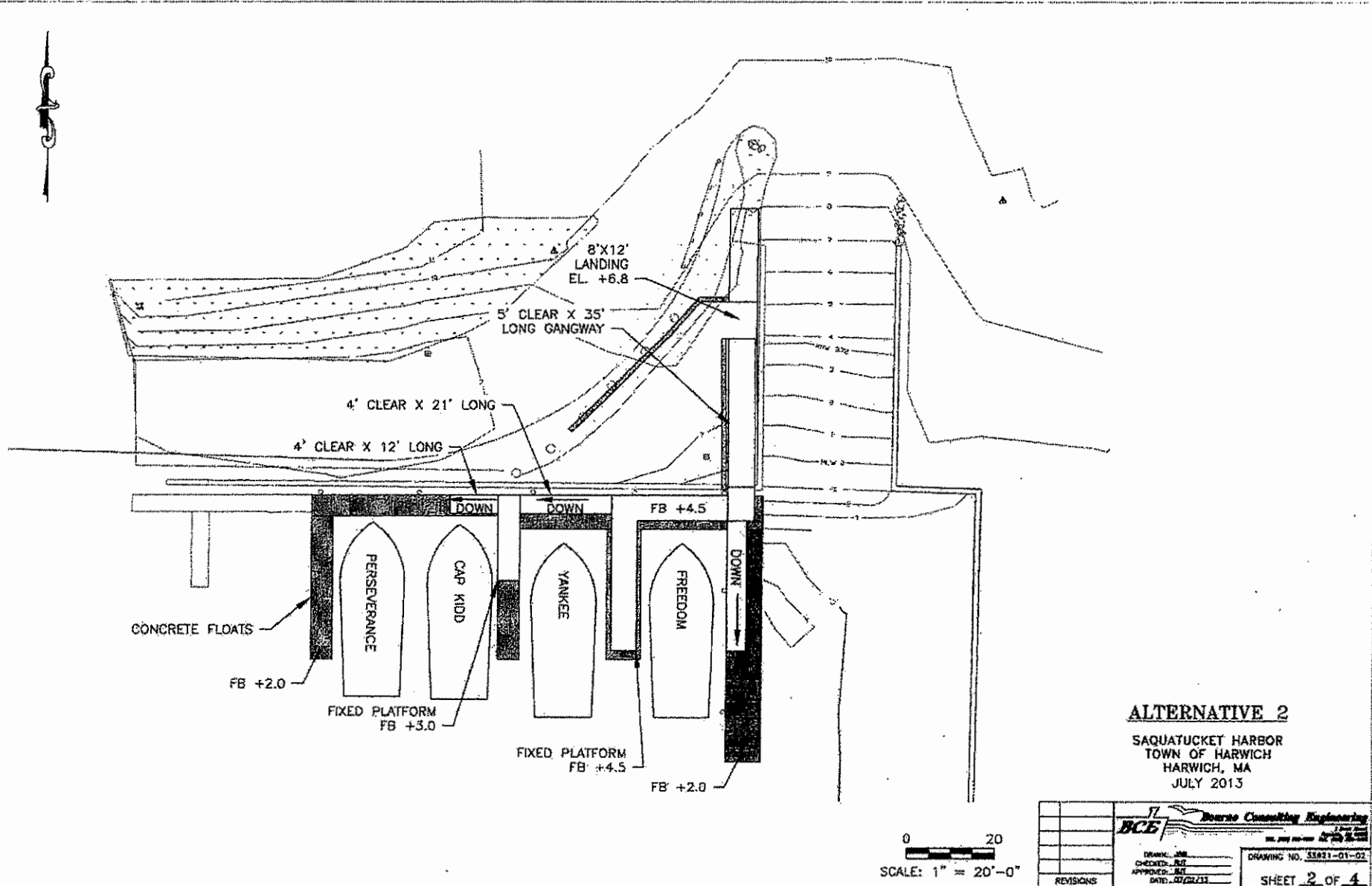


- GENERAL NOTES:**
- EXISTING TOPOGRAPHIC AND SOUNDING INFORMATION BASED ON FIELD AND HYDROGRAPHIC SURVEYS BY VNE ASSOCIATES - A DIVISION OF GZA GEOSCIENCE AND ENVIRONMENTAL ON OCTOBER 6 AND 7, 2011.
 - PROPERTY LINES ARE APPROXIMATE AND BASED ON MASS GIS TAX PARCEL BOUNDARIES DATA.
 - CHANNEL LIMITS ARE BASED ON USACE DREDGING PLAN OF ANDREWS RIVER, DATED JULY 17, 2009.
 - SITE BENCHMARK IS NOS TIDAL BENCHMARK "7495 A, 1993" SET IN TOP OF CONCRETE BULKHEAD.
 - HORIZONTAL POSITIONING, AS SHOWN, IS BASED ON MASSACHUSETTS STATE PLANE COORDINATE SYSTEM (NAD 83).

Bourne Consulting Engineering, PC <small>100 State Street, Harwich, MA 02543 TEL: (508) 833-0000 FAX: (508) 833-0001</small>		DRAWING NO. 35067-01-06
DRAWN: JSE/ASC CHECKED: RLT APPROVED: _____ DATE: 10/01/15	REVISIONS _____ _____ _____	

FIG. X-35067-01-06 HARWICH SAQUATUCKET HARBOR ALTERNATIVE 4 PROPOSED CONDITIONS - 11/17/2015 1:02 PM

File: X:\33911\33921_Harwich\ALTERNATIVES.dwg



ALTERNATIVE 2

SAQUATUCKET HARBOR
TOWN OF HARWICH
HARWICH, MA
JULY 2013

0 20
SCALE: 1" = 20'-0"

		BCE <i>Boone Consulting Engineering</i> <small>INC. 1000 MAIN ST. SUITE 200 HARWICH, MA 01945 TEL: 508-866-1100 FAX: 508-866-1101</small>	
DRAWING NO. 33921-01-02 SHEET 2 OF 4		DRAWING: JME CHECKED: BJT APPROVED: BJT DATE: 07/02/13	
REVISIONS		DATE	

SAQUATUCKET HARBOR IMPROVEMENTS										
HARWICH, MA										
Construction Cost Estimate										
ALTERNATIVE 4										
DIMENSIONS (FEET)										
ITEM	LENGTH	WIDTH	THICKNESS	SPACING	QUANTITY	UNITS	RATE	SUB TOTAL	TOTAL	
Mobilization					1	LS	10%	\$600,000	\$	600,000
Demolition					1	LS	\$290,000	\$290,000	\$	290,000
Site Prep					1	LS	\$50,000	\$50,000	\$	50,000
Bulkhead Repairs					1	LS	\$150,000	\$150,000	\$	150,000
Dredging					12158	CY	\$100	\$1,215,800	\$	1,215,800
Access Pier										
Deck (conc.)	8	6		2	96	SF	\$80	\$7,680		
Piles (SYP)			2	2	4	EA	\$1,800	\$7,200		
Piles (Greenheart)					0	EA	\$4,000	\$0		
Gangway (5'x20')					2	EA	\$12,000	\$24,000		
Additional Float	8	6		2	96	SF	\$100	\$9,600		
									\$	49,000
ADA Access										
Concrete Cutout for Gangway										
Demolition					1	LS	\$7,500	\$7,500		
Excavation					62	CY	\$25	\$1,550		
Concrete Cutout for Gangway					25	CY	\$2,500	\$62,500		
Concrete Retaining Wall					35	LF	\$700	\$24,500		
Paving					2800	SF	\$30	\$84,000		
Hand railing	105				105	LF	\$100	\$10,500		
Gangway (42'x5')					1	EA	\$21,000	\$21,000		
Ramp (18'x8') (30'x3')					2	EA	\$10,000	\$20,000		
Fixed Platform (60'x8')					1	EA	\$4,800	\$4,800		
Additional Float	54	10.67		1	577	SF	\$60	\$34,620		
Additional Float	88.5	10.67		1	945	SF	\$100	\$94,500		
									\$	366,000
Main Pier										
Float System										
Piles (SYP)	520		2	8	8	EA	\$1,800	\$14,400		
Piles (Greenheart)	0		0	0	0	EA	\$4,000	\$0		
Mains (timber)	0	0			0	SF	\$60	\$0		
Mains (conc.)	431	8.67			3737	SF	\$100	\$373,700		
Submains (timber)	0	0			0	SF	\$60	\$0		
Submains (conc.)					0	SF	\$100	\$0		
									\$	389,000
Main Pier Fingers										
Piles (SYP)					17	EA	\$1,800	\$30,600		
Piles (Greenheart)					0	EA	\$4,000	\$0		
Finger Floats (20')	20	3		12	720	SF	\$60	\$43,200		
Finger Floats (30')	30	3		2	180	SF	\$60	\$10,800		
Finger Floats (30')	30	5		2	300	SF	\$60	\$18,000		
Finger Floats (40')	40	4		3	480	SF	\$60	\$28,800		
									\$	132,000
East Pier										
Float System										
Piles (SYP)	740		2	3	3	EA	\$1,800	\$5,400		
Piles (Greenheart)	0		0	0	15	EA	\$4,000	\$60,000		
Mains (timber)	0	8.67			0	SF	\$60	\$0		
Mains (conc.)	729	8.67			6321	SF	\$100	\$632,100		
Submains (timber)	240	6			1440	SF	\$60	\$86,400		
Submains (conc.)	0	6			0	SF	\$100	\$0		
									\$	784,000
East Pier Fingers										
Piles					10	EA	\$1,800	\$18,000		
Piles					48	EA	\$4,000	\$192,000		
Finger Floats (20')	20	3		10	600	SF	\$60	\$36,000		
Finger Floats (30')	30	3		12	1080	SF	\$60	\$64,800		
Finger Floats (40')	40	4		14	2240	SF	\$60	\$134,400		
									\$	446,000
West Pier										
Float System										
Piles (SYP)	0		0	6	6	EA	\$1,800	\$10,800		
Piles (Greenheart)	0		0	23	23	EA	\$4,000	\$92,000		
Mains (timber)	0	0			0	SF	\$60	\$0		
Mains (conc.)	676.2	8.67			5863	SF	\$100	\$586,285		
Submains (timber)	420	6			2520	SF	\$60	\$151,200		
Submains (conc.)	0	0			0	SF	\$100	\$0		
									\$	841,000
West Pier Fingers										
Piles (SYP)					11	EA	\$1,800	\$19,800		
Piles (Greenheart)					34	EA	\$4,000	\$136,000		
Finger Floats (20')	20	3		9	540	SF	\$60	\$32,400		
Finger Floats (30')	30	3		27	2430	SF	\$60	\$145,800		
Finger Floats (40')	40	4		8	1280	SF	\$60	\$76,800		
									\$	411,000
Utilities										
Fire Protection					7	EA	\$700	\$4,900		
Lighting					15	EA	\$250	\$3,750		
Electrical/Water Distribution					30772	SF	\$10	\$307,717		
Power Pedestal foundations					100	EA	\$1,500	\$150,000		
									\$	467,000
Sub-Total										
									\$	6,191,000
Contingency					15%				\$	929,000
									TOTAL	\$ 7,120,000

CAPITAL PROJECTS REQUEST

1. Department: Harbormaster
 3. Contact Person: John Rendon
 Phone #: 508 430- 7532
 Email Address: jrendon@town.harwich.ma.us

2. Date Prepared: September 28, 2015

4. Project Title: Engineering Design - Saquatucket Harbor
 Landside

5. Department Priority: B: Important/Necessary
 Sequence: 2

6. Purpose of Project Request Form:

Modify a project already in the program

7. Location: Saquatucket Harbor

8. Description: Funds for engineering design of landside renovations for the SAQ Harbor complex, to include the Downey Property. Project includes new Harbormaster office building, garage & workshop, restaurant, and other site improvements relating to boardwalk, sidewalks, road access, and parking areas. Site plan proposal from SAQ Development Committee pending BOS approval..

9. Justification and Useful Life: Harbormaster office is an old make-shift building; front space was converted from an old shanty and the back office area was a shed. The entire building is poorly/barely insulated, and the piecemeal electrical wiring is old and not within current safety codes. Insufficient room for staff, Harbormaster currently shares a room with the Executive (con't. on seperate

10. Requested Cost Estimates for:

	2017*	2018*	2019	2020	2021	2022	2023
\$	250,000.00						

If your estimate is indexed for inflation, indicate adjustment percentage (%) user NIA

Multi-Phase Project: Yes or No How many years to complete? 1 Reliability of Cost Estimates: Strong, Average, Weak

11. Project Cost Summary:

Property acquisition:	
Planning / Engineering / Legal:	250,000.00
Construction:	
Furnishings / Equipment:	
Contingency / Other:	
TOTAL COST:	\$ 250,000.00

12. Recommended Method of Financing:

Taxes / Current revenues:	\$ 250,000.00
Grants:	
Finance - Lease / Bonds:	
Capital reserve:	
Other:	
TOTAL FINANCING:	\$ 250,000.00

13. Net Impact on Operating Costs (+ or -):

Direct Operating Costs	
Personnel: # of employees:	None
Personnel: Full Salary/Benefit	
Purchased services:	
Materials and supplies:	
Equipment purchases:	
Utilities:	
Other:	
Indirect Operating Costs	
Fringe benefits:	None
General administrative costs:	
Other:	
TOTAL OPERATING COSTS:	\$ -

14. Net Impact on Municipal Income (+ or -):

Taxes:	250000
Other income/Grants:	
Gain or loss from sale of replaced asset:	
TOTAL IMPACT ON INCOME:	\$ 250,000.00
Reserved:	
Committee Sign-Off:	
Town Administrator Sign-Off:	
COC Sign-Off:	

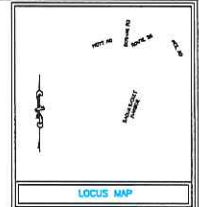
*Individual sheet p/vehicle. Provide Fleet schedule with anticipated replacements.

Harbormaster Department
Capital Project Requests
Continuation Page
September 2015

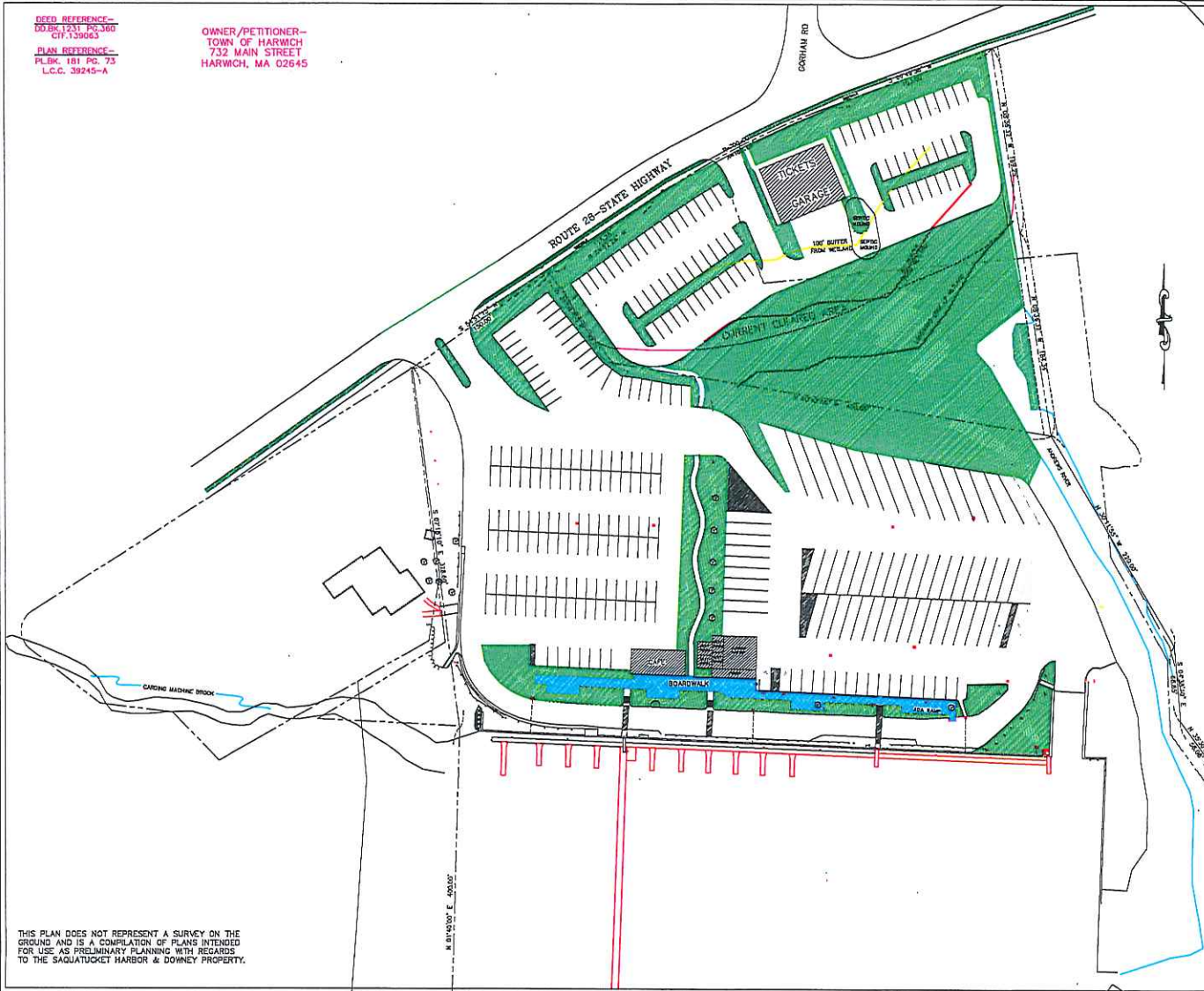
Project (FY2017): Engineering Design – Saquatucket Harbor Landside
(cont. Justification) Assistant and Deputy Harbormaster, providing no privacy to address issues with the public or other officials. A new Harbormaster Garage & Workshop will be built at the harbor, preferably on Downey property, where the large majority of our work is located. The current aging Bank Street facility will be sold. With the purchase of the Downey property, a portion of the property needs to be utilized to address the significant parking shortage that currently exists. In addition, as highlighted in the 2013 Vine Associates harbor study and the 2011 Cape Cod Commission harbor study, there is a need and opportunity to make site renovations that improve access and attraction to the harbor from the general public, such as boardwalks, sidewalks, nature trails, waterfront café, etc. SAQ Development Committee working on final site proposal.

DEED REFERENCE-
DDBK 1237 PG 300
CIV 120663
PLAN REFERENCE-
PLBK 181 PG 73
L.C.C. 39245-A

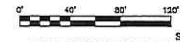
OWNER/PETITIONER-
TOWN OF HARWICH
732 MAIN STREET
HARWICH, MA 02645



ASSESSORS MAP IS
PARCELS: H4, H3, H2-6
ZONING CLASSIFICATION: R-1



PRELIMINARY PLAN OF SAQUATUCKET
HARBOR IN HARWICH,
MASSACHUSETTS
AS PREPARED FOR
TOWN OF HARWICH

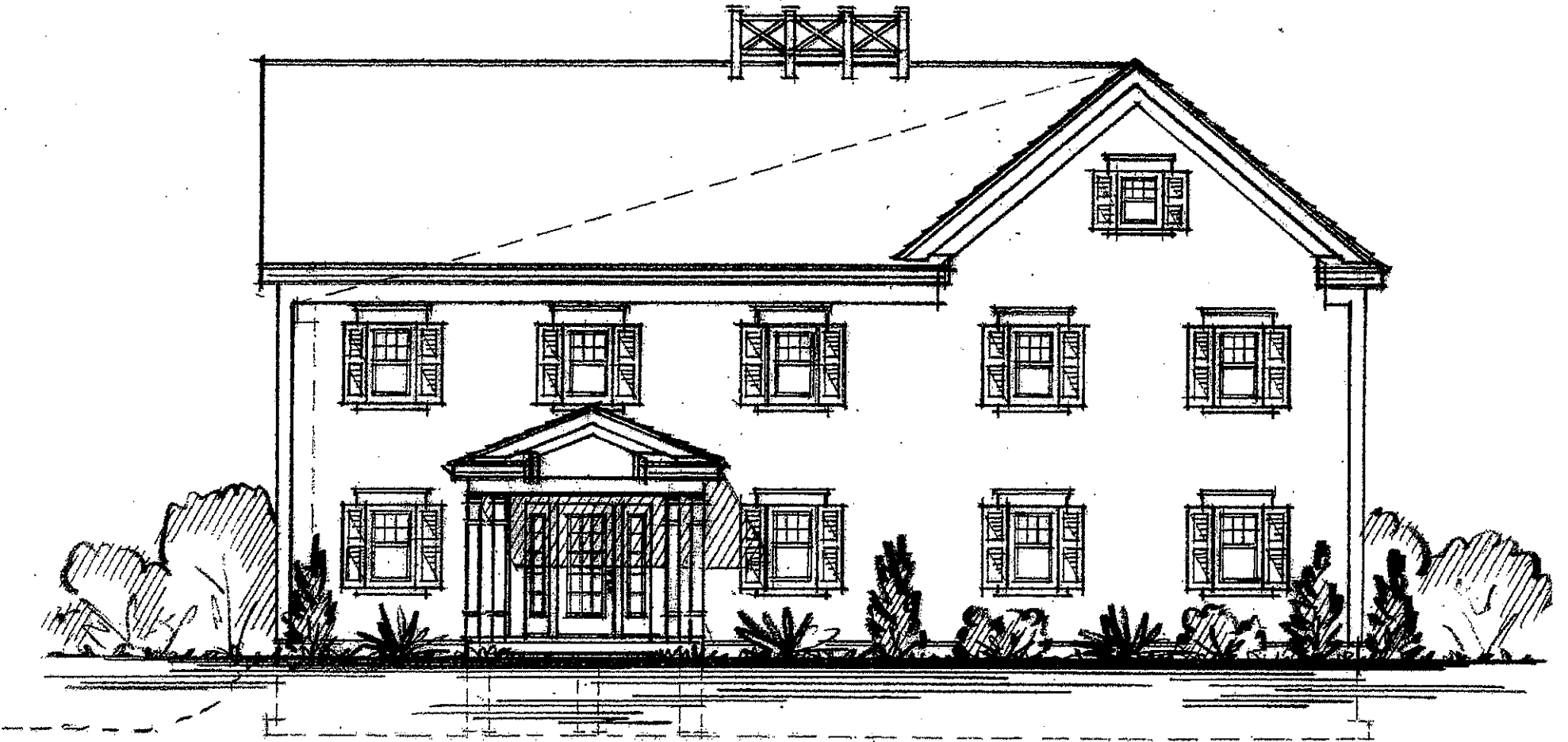


SCALE: 1"=40'

ENGINEERING DEPARTMENT
TOWN OF HARWICH
732 MAIN STREET
HARWICH, MA
02645

0000-00

THIS PLAN DOES NOT REPRESENT A SURVEY ON THE
GROUND AND IS A COMPILATION OF PLANS INTENDED
FOR USE AS PRELIMINARY PLANNING WITH REGARDS
TO THE SAQUATUCKET HARBOR & DOWNEY PROPERTY.



NORTH VIEW
scale: $\frac{1}{8}'' = 1'-0''$

ROUTE 22, PORT
TICKET OFFICES

#333

Ann Steidel

From: Jim Cheverie <cheverie@yahoo.com>
Sent: Tuesday, November 17, 2015 2:32 PM
To: Ann Steidel
Subject: Re: Board of Selectmen Agenda re Judah Eldridge Property

Last spring during the No on 9 campaign I had an opportunity to speak to a lot of Harwich residents about the Six Ponds DCPC and specifically the 25 acre parcel of land along Hawksnest Rd. A common theme began to emerge, people really want this land to be preserved. One person after another urged me to look past the No on 9 campaign and if we were successful in defeating question 9, they wanted me to work with the town to get this land into conservation use so future generations could enjoy this jewel that Harwich has. To this day I continue to get emails and facebook messages from people looking to see where I am on this.

A couple of weeks ago I attended the Planning board meeting where the board discussed the proposed zoning changes for East Harwich and voted to submit this plan to the Selectman, during this discussion they opened up the meeting to public comment. There were several residents who spoke about the need and their desire to see land set aside to be used as offsets for future growth and green space. There were at least two people who I do not know who specifically brought up the Hawksnest parcel and suggested that this land be used as an offset. They spoke about how the land is owners unknown, no property tax has been paid on it and since it is in the Six Ponds DCPC it would be a perfect fit for both preservation and a buffer of sorts between the denser commercial zone and the residential areas of the DCPC.

On Nov. 16th. at the Selectmans meeting the planning board made their presentation to a standing room only crowd. During public comments, once again several people spoke about the need for offsets. It seems apparent that any talk of changing zoning and increasing density needs to be tied into a discussion involving offsets.

I think between the wastewater discussions and the new zoning discussions that are occurring right now, acquiring this parcel would dovetail nicely into both of these plans. I think the time is right to start thinking about the possibility of having the town acquire this parcel for Conservation thereby removing it from inventory for future development - and I know from individual discussions I have had with several of you, that you at least in theory support this idea. The land is "owners unknown" and as such has not had property tax paid on it, so removing it from buildable inventory would not short the town any of this tax money. Ballot question #9 had the pricetag for these 25 acres as being around \$400k, given the large pricetag that the wastewater plan is carrying, this is indeed a bargain and one I'm sure the voters would approve of.

I come before you tonight to at least start a discussion on this and to get a general sense of what the board thinks and to see if you would at least in theory support such an idea. I am more than willing to assist this board however I can and I am open to any input or direction you might have. Thank you.



Media Release: Muddy Creek Restoration Bridge Traffic Advisory

November 17, 2015

For More Information Contact:

Robert Duncanson, Ph.D.
Director, Natural Resources Dept.
Town of Chatham
508-945-5165
rduncanson@chatham-ma.gov

Christopher Clark
Town Administrator
Town of Harwich
508-430-7513
cclark@town.harwich.ma.us

For Immediate Release (Chatham, MA) – With utility relocations and other work associated with construction of the Muddy Creek Restoration Bridge now underway, the Towns of Harwich and Chatham are providing updated information about anticipated traffic delays and detours affecting Route 28.

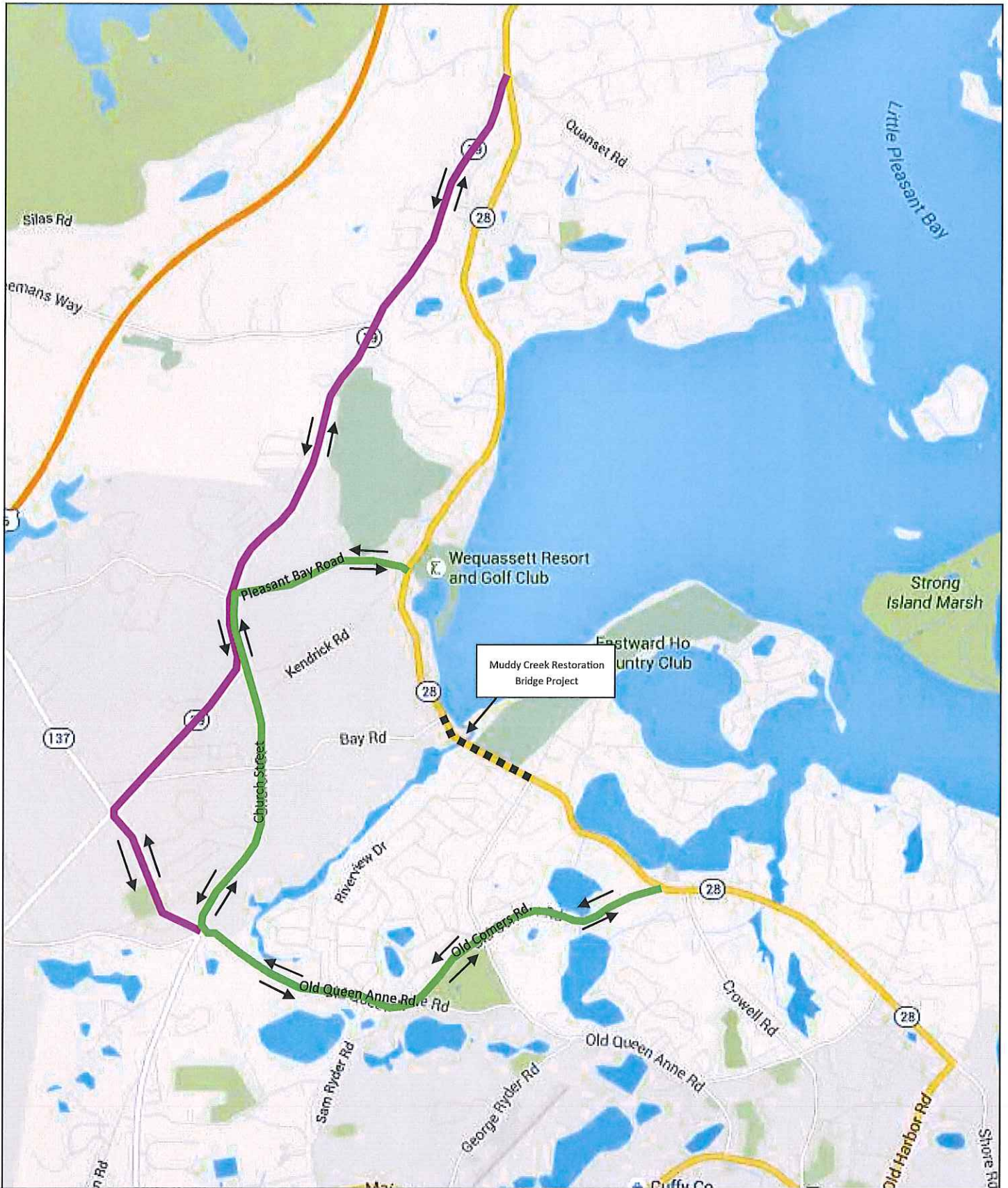
The temporary relocation of utilities, which started in October, will continue throughout November and December. Eversource, Verizon and National Grid will be installing temporary utility infrastructure during this time. These activities will require lane closures with alternating traffic and temporary detours that could last one to several days. The roadway will be open nights, weekends, and holidays. During this time the bridge contractor, MAS Building and Bridge, also will be undertaking site preparation activities.

The current schedule calls for the Contractor to locate equipment and begin excavation on January 4, 2016. At this time, Route 28 at the Muddy Creek Crossing will be closed to thru traffic for approximately sixteen weeks to allow for excavation of the existing roadway embankment, construction of the channel, installation of the bridge superstructure and paving. In accordance with MassDOT policy for state roads on Cape Cod, the project must be completed before Memorial Day 2016. It is expected that the road will be re-opened to thru-traffic before that time.

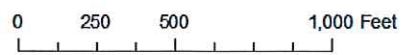
Beginning January 4, 2016 Route 28 will be closed to all but local traffic between Training Field Road in Chatham and Bay Road in Harwich. During periods of road closure a detour route will be in effect. Northbound (Chatham to Orleans) Route 28 traffic will be directed to Old Comers Road – Old Queen Anne Road – Church Street – Route 39 – Pleasant Bay Road (reverse for southbound traffic). Southbound traffic coming from South Orleans is encouraged to use Route 39 in lieu of Route 28.

Lighted message boards will be deployed in the vicinity of the site several days in advance of anticipated and detours. Detour signs will be posted along the approved detour route in keeping with the Traffic Management Plan approved by Massachusetts Department of Transportation and town Selectmen and public safety officials. Lighted message boards will also be used at key intersections to encourage trucks and thru-traffic to avoid Route 28 and use Route 39 when coming off of Pleasant Bay Road at Route 39, or when traveling south from South Orleans toward East Harwich and Chatham.

A map of the detour route is attached.



- Detour Route
- Alternative Truck Route
- ■ ■ ■ Road Closed (Local traffic only)



NOTE: THE INFORMATION ON THIS MAP IS INTENDED FOR PLANNING AND REFERENCE PURPOSES ONLY.

November 17, 2015