

SELECTMEN'S MEETING AGENDA*

*Griffin Room, Town Hall
732 Main Street, Harwich, MA
Executive Session 5:45 P.M.
Regular Meeting 6:30 P.M.
Tuesday, May 30, 2017*

I. CALL TO ORDER

II. EXECUTIVE SESSION – (1) Pursuant to MGL c.30A §21(3) to discuss strategy with respect to collective bargaining if an open meeting may have a detrimental effect on the bargaining position of the public body – HEA/Golf Department/ Unions Insurance side-letter; and (2) pursuant to M.G.L. c.30A, § 21(6), to consider the purchase, exchange, lease or value of real estate, if the Chair declares that a meeting may have a detrimental effect on the negotiating position of the public body – Marini Property; and (3) pursuant to MGL c.30A, §21(2) to conduct strategy sessions in preparation for negotiations with non-union personnel or to conduct collective bargaining sessions or contract negotiations with non-union personnel – Town Administrator Contract Extension

III. PLEDGE OF ALLEGIANCE

IV. WEEKLY BRIEFING

V. PUBLIC COMMENT/ANNOUNCEMENTS

VI. CONSENT AGENDA

A. Approve Minutes:

1. May 15, 2017 Executive Session
2. May 15, 2017 Regular Session

B. Approve Harwich Employee's Association Side Letter of Agreement

C. Approve FY18 Human Services Grant awards as recommended

D. Authorize the Chair to approve the proposal for the Town Wide Radio System voted at the May 2017 Annual Town Meeting

E. Approve application for a Coastal Zone Management grant for Saquatucket Landside project in the amount of up to \$500,000 – "Reconstructing for Resiliency at Saquatucket Harbor"

F. Approve and sign the Side Letter of Agreement between the Town and Unions to participate in the Benchmark Plans offered by the CCMHG

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

VIII. OLD BUSINESS

A. Process for the Tax Lien Auction - update

IX. NEW BUSINESS

A. Request for License Agreement for Robert Fratus to create safe and adequate access to his parcel by upgrading Hawksnest Road from a 9' dirt road to 18' wide gravel road

B. Board of Selectmen re-organization for 2017-2018

C. Selectmen's Summer Meeting Schedule

X. TOWN ADMINISTRATOR'S REPORT

A. Permitting Related to Beach Nourishment

B. General Beach Nourishment Policy

XI. SELECTMEN'S REPORT

XII. 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

Sandra Robinson, Admin. Secretary

Date: _____

May 25, 2017

**MINUTES
SELECTMEN'S MEETING
GRIFFIN ROOM, TOWN HALL
MONDAY, MAY 15, 2017
6:30 P.M.**

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

OTHERS PRESENT: Town Administrator Christopher Clark, Assistant Town Administrator Charleen Greenhalgh, John Rendon, Carol Coppola, Clem Smith, Tom Johnson, Leo Cakounes, and others.

Chairman MacAskill called the meeting to order at 6:30 p.m.

Chairman MacAskill reported that the Board had just come out of Executive Session where they discussed the Fire Chief's contract.

PUBLIC COMMENT/ANNOUNCEMENTS

Chairman MacAskill presented plaques to Mr. Hughes and Mr. LaMantia recognizing them for their outstanding contributions to the quality of life in Harwich on behalf of the citizens of the Town. Mr. Hughes and Mr. LaMantia thanked the staff and volunteers as well as the citizens for allowing them the opportunity to serve.

Golf Committee members Tom Johnson and Clem Smith reported on the recent success of the Service Military Golf Association event hosted by Cranberry Valley Golf Course.

CONSENT AGENDA

- A. Approve Minutes
 - 1. April 24, 2017 Regular Session
 - 2. April 24, 2017 Executive Session
- B. Vote to remove William Griswold from Community Center Facilities Committee due to lack of attendance
- C. Accept gifts to the Council on Aging Gift Account totaling \$390.00
- D. Approve appointment of Robert Aron to the Council on Aging for a term to expire June 30, 2020
- E. Accept resignation of Jeremy Gingras from Wastewater Implementation Committee, Brooks Academy Museum and Saquatucket Harbor Development Committee

Ms. Kavanagh moved approval of the Consent Agenda. Mr. LaMantia seconded the motion. With regard to Item B, Chairman MacAskill reported that Mr. Griswold's notification letter was returned to the Town but he is comfortable voting this as Mr. Griswold has not attended a meeting in quite some time. The motion carried by a unanimous vote.

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

- A. VisiGov presentation – Harwich 2.0

Mr. Alan Jones of VisiGov provided an overview of the Harwich Visual Government presentation and took questions from the Board. Mr. Hughes asked Ms. Coppola her thoughts and she responded that it is a useful tool that helps communicate the budget to the taxpayers. Mr. Hughes moved to remove the password protection on VisiGov for the Town of Harwich and let it go live and let folks in the general public use it. Ms. Brown seconded the motion. Mr. LaMantia commented that it should include the fees used by the Recreation & Youth Department. The motion carried by a unanimous vote.

OLD BUSINESS

A. Town Administrator's Performance Evaluation

Mr. LaMantia and Mr. Hughes said the review was favorable and wanted to extend Mr. Clark's contract. Ms. Brown said it is important that the new Board negotiates the new contract. Ms. Kavanagh said she is comfortable bringing the contract to the new Board. Chairman MacAskill said it was an above satisfactory evaluation and he looks forward to taking this up. No action was taken.

B. Action Item Register

Mr. Clark highlighted the updates to the Action Item Register. No action was taken.

NEW BUSINESS

A. Fire Chief contract extension

Chairman MacAskill reported that the Board has agreed on a contract extension with the Fire Chief. He said it is a new three year contract with a 2% contractual increase and \$2,000 which was done in a wage adjustment.

B. Joint meeting of Board of Selectmen and Housing Authority to consider appointment of Robert MacCready to the Housing Authority – discussion & possible vote

Chairman MacAskill reported that Mr. McCready will get one more year on the Housing Authority based on a decision from the State. He said Town Council will review that decision and the Board will affirm it.

C. Round Cove funding scrivener's error – Town Meeting follow-up

Mr. Clark explained that during the discussion of Article 19 relevant to reallocating prior appropriations from free cash towards the Round Cove project, a person in the audience questioned the incorrectly referenced Article 14 of the 2014 Annual Town Meeting and Mr. Rendon responded to the question by clearly identifying that the appropriate funding source was in fact Allen Harbor dredging and bulkhead project. He noted the article from the 2014 Annual Town Meeting should have been Article 31 instead of Article 14 and he had asked for guidance from Attorney Giorgio on this issue who opined that the article and motion contained a scrivener's error in misidentifying the actual warrant article from the prior year and the explanation from the Harbormaster had the effect of correcting that error in the article and motion.

D. Marijuana next steps

Mr. Clark said he spoke to Town Council and made the following statement:

The Town did vote at Town Meeting to do a moratorium to be able to focus on the issue of where retail establishments that want to can sell marijuana, where can they be located in the Town. The state legislature is taking up, there were in the legislature's standpoint some potential technical flaws in terms of timing to the law that was passed. None of this has anything to do with the recreational use for individuals with the six plants in their home. None of these corrections would be involved in that but there was a provision in the law potentially for a town to have a ballot question to see if the town wanted to allow for the retail, recreational sale and basically what I found out from the Town attorney is some towns, the Town of Dennis, did vote. There is a question though as to whether to have a Town-wide ballot to see if you want to have marijuana retail sales in the community or not and the Town of Dennis voted against doing that and they had that at the ballot box. Town Counsel informed me that it may be a meeting vote as well as a ballot question. The legislature is still working out the process that if the Town wants to not allow for retail establishments, there may be a mechanism to allow for that. The long and the short of it is he believes that they'll be a more detailed process laid out for how the Town would engage in that and if it was going to be at Town Meeting and/or also at the Town ballot. We could accomplish both because the moratorium that was put into effect was put into effect through June 30 I believe of next year so we would have sufficient time to allow for that ballot question to occur as well as obviously what track that the Selectmen would put the Planning Board on in terms of, if we are going to have retail establishments where in Town from a zoning perspective does it allow for that to occur. I did ask him also the question of what happens if the Town doesn't take any action and basically an establishment wanted to sell marijuana, would it be considered without any zoning restrictions would it be considered a retail establishment. So anywhere that zoning allowed for a retail establishment to operate than the marijuana could go basically anywhere where that is allowed so I think if the Town so desires to have the ability to control the location of it there will be, hopefully a process that we'll be able to layout for the Board to decide how it wants to address that issue, if it wants to address it. I did ask him if we're behind the game here in not doing anything this year and he thought that with the moratorium was kind of giving us an extension to be able to do it more deliberately, make sure that we have it accurate, he thought several towns took the same track as we did of let's see where we are and do a moratorium and now the Town can make a more informed decision for next year's Town Meeting and election.

Mr. Clark took questions from the Board. No action was taken on this item.

E. Follow-up on letter of support to Senator Cyr and Representative Peake regarding Saquatucket Landside Grant

The consensus of the Board was to move forward with the letters of support from Senator Cyr and Representative Peake and send one from the Board as well.

TOWN ADMINISTRATOR'S REPORT

A. Public Notice – U.S. Army Corps of Engineers – Responses by June 2, 2017

Mr. Clark reported that the comment period for putting the dredge material off of Rhode Island Sound from the Saquatucket project ends on June 2, 2017. He suggested sending a letter of support indicating the importance of the project to the Town and Mr. Rendon agreed.

B. Brooks Library Painting – Rebid Process

Mr. Clark reported that the lowest bid for the Brooks Library painting project was \$630,000 and that the funding available is \$490,000. He said they intend to do a re-bid and break the project into a base bid for the front of the building and then add alternates. Mr. Hughes cautioned that this isn't really the project that Town Meeting voted for. No action was taken.

C. Tax Lien Auction – Advertisement May 18, 2017 / Auction June 6, 2017

Mr. Clark reported that we have an advertisement going out for a tax lien auction to be held on June 6. He noted that people are responding and approximately \$115,000 has been paid since Friday. He pointed out that this is for properties which are over year in delinquency and he stressed that the Collector will work out a payment plan for anyone who asks. He said he is supportive of the Collector in this effort and clarified that this isn't something the Board has endorsed and is under the authority of the Collector. Chairman MacAskill expressed concerns that we are rushing through this and questioned if we have made every attempt to collect. Mr. Clark responded that every notice we've sent for a year hasn't yielded any results and he reiterated that payment plans are available. He added that these are more geared to second homes and rentals. Ms. Kavanagh expressed concerns as well for those with financial hardships and commented that she is not comfortable with this. Mr. LaMantia requested that the Collector divide the list perhaps by separating those delinquent for over four years. Mr. Clark said he could have a discussion with her and added that there are mechanisms for those in need but those people need to come forward. Mr. Hughes pointed out that those who are paying taxes are carrying the ones that aren't paying. He added that we should contact the property owners before taking action. Mr. Cakounes suggested the Board re-agenda this item and have the tax office explain the process. Mr. Clark said he would see if we can get the tax attorney to come in and explain the options. Chairman MacAskill said he is 100% against this in this timeframe and asked that it be delayed until they get more information and Ms. Brown agreed. Ms. Brown further suggested having a Board policy on this and Mr. Clark stressed that he would have to investigate that carefully with Town Counsel.

D. Letter from Earl Beardsley regarding use of Harwich Middle School

Mr. Clark reported that Mr. Beardsley had originally shown interest in using the Middle School for a STEM museum but has since decided he needs an independent building and we can show him the West Harwich School building.

SELECTMEN'S REPORT

Ms. Brown and Ms. Kavanagh thanked Mr. Hughes and Mr. LaMantia for their guidance.

ADJOURNMENT

Respectfully submitted,

Ann Steidel
Recording Secretary

**Town of Harwich
Human Service Grant Review Team**

May 22, 2017

To: Christopher Clark, Town Administrator
 Cc: Harwich Board of Selectmen
 Robert Cafarelli, Town Engineer
 From: Human Services Grant Review Team
 Re: FY 18 Human Services Grant

The FY18 Human Services Grant RFP was prepared by town staff and was announced on March 31, 2017, with a total of \$79,980 available. Proposal were due by noon on April 21, 2017. This year 13 proposals were received, four less than last year, totalling \$84,848. The review team, consisting of Barbara-Foley, COA Director; Kevin Grunwald, Social Services Coordinator; Sheila House, Youth Counselor; Lee Culver, Emergency Management Coordinator and Charleen Greenhalgh, Assistant Town Administrator reviewed the application. On May 22, 2017, the team reviewed the scoring sheets and comments. Based on those scores and comments, the team make the following recommendations for the FY18 Human Services Grants:

GRANT ALLOCATIONS	FY 2017	FY 2018 REQUEST	SCORES	RECOMMENDED FUNDING 2018
CAPABILITIES	\$5,460	\$6,000	24, 25, 23, 24.5, 24	\$6,000
HARWICH ECUMENICAL COUNCIL	\$7,875	\$10,000	23, 25, 20, 22.5, 27	\$9,500
INDEPENDENCE HOUSE	\$4,278	\$6,000	24, 25, 22, 22, 27	\$5,700
DUFFY HEALTH CENTER	\$3,780	\$4,000	25, 27, 22, 23.5, 21	\$4,000
DUFFY IN FROM THE STREETS	\$1,000	\$1,000	30, 26, 27, 22.5, 28	\$1,000
OUTER CAPE HEALTH SERVICES	\$5,335	No Submittal		
AIDS SUPPORT GROUP OF CC	\$4,198	\$5,000	26, 28, 23.5, 24, 24	\$4,665
SIGHT LOSS SERVICES	\$3,778	\$4,500	26, 24, 26, 23.5, 28	\$4,500
HOMELESS PREVENTION COUNCIL	\$7,130	\$9,393	29, 25, 25, 24, 25	\$9,000
SOUTH COASTAL LEGAL SERVICES	\$3,780	No Submittal		
WE CAN	\$4,278	\$7,275	22, 28, 19, 23.5, 24	\$5,900
FAMILY PANTRY	\$8,750	\$10,000	28, 25, 27, 22.5, 27	\$10,000
LOWER CAPE OUTREACH COUNCIL	\$7,080	No Submittal		
CAPE COD CHILD DEVELOPMENT	\$1,780	\$2,800	28, 24, 21, 19, 15	\$2,800
GOSNOLD	\$3478	\$9,880	29, 29, 21, 21, 20	\$8,500
ALZHEIMERS FAMILY CAREGIVER	\$7000	\$9,000	22, 25, 22, 18, 29	\$8,415
HOPE HEALTH	\$1000	No Submittal		
TOTAL	\$79,980.00	\$84,848.00		\$79,980.00

Charleen Greenhalgh

From: David LeBlanc
Sent: Tuesday, May 23, 2017 4:15 PM
To: Christopher Clark
Cc: Charleen Greenhalgh; Ann Steidel; Norman Clarke
Subject: town Wide Radio System
Attachments: Comtronics Quote # 27745 - Town Wide Radio System- Infrastructure Water Department.pdf

Chris,

Attached is the proposal for the approved portion of the Town Wide System.

We will be able to build out the system, install all Water Department radios, and purchase all portable radios (hand held) for the Town Hall/Rec departments, base radios for Town, and some of the Fire Department mobile radios. There is flexibility within the quote to change around radios as needed.

This will include all programming, but also give us the ability to program radios in the future as needed.

If possible, I would like to have the Selectmen sign this at their next meeting so we can get moving on the project.

I am available if you have any questions.

Dave



Deputy Fire Chief David LeBlanc
Harwich Fire Department
175 Sisson Road
Harwich, MA 02645

d.leblanc@harwichfire.com

Office - 508.430.7546 Ext 4800 Cell -508.364.4432



COPY

Quotation

Date : 05/23/2017

Quotation Number : 27745-5

1230 Furnace Brook Parkway
 Quincy, MA 02169
 617-770-0212 (P) 617-770-0429 (F)

Quotation For : Harwich, Town of / Fire Dept.
 Attention : David LeBlanc
 d.leblanc@harwichfire.com

Phone : 508-364-4432

Fax : 508-432-5685

Invoice To: Harwich, Town of / Fire Dept.
 175 Sisson Road
 Harwich, MA 02645-2616

Ship To: Harwich, Town of / Fire Dept.
 175 Sisson Road
 Harwich, MA 02645-2616

Salesperson	Terms	Quote Valid To	Shipping Date	Shipping Via
Vincent Mascio	N30		TBA	Best Way

Comments or Special Instructions Motorola Turbo Town Wide Radio System- Infrastructure & FCC

Quantity	Description	Unit Price	Amount
	=====		
	6 CHANNEL MOTO TURBO CAPACITY + RADIO SYSTEM		
	=====		
	TOWN WIDE RADIO SYSTEM PROJECT		
3.00	Motorola MTR3000 Base Repeater	\$2775.00	\$8,325.00
3.00	Option,Add 800 MHZ 100W Power	\$2880.00	\$8,640.00
3.00	Option, MTR3000, Capacity Plus	\$1333.60	\$4,000.80
3.00	Wireline, 4 Wire	\$320.00	\$960.00
3.00	Option, Rack Mount Hardware	\$60.00	\$180.00
1.00	Public Safety, 84" X 19" X 24" Chatsworth Locking Cabinet.	\$2785.00	\$2,785.00
3.00	Power Strip,Trip,24 Outlets,72	\$98.00	\$294.00
2.00	Smart UPS 2400W/3000VA Primary & Back Up	\$1499.00	\$2,998.00
1.00	74-89A-03-2D-03-LR T-PASS TX/RX MCPLR 3 CHANNEL 800 MHZ	\$8571.43	\$8,571.43
	=====		
	CONTROL STATIONS WITH MAG MOUNT ANTENNAS		
	=====		
	WATER (1) TOWN (6) FIRE (1)		
8.00	Motorola XPR5580e 800/900 MHz Enabled Mobile Radio Includes: Color, Alpha-Numeric Display, Paul Microphone, 1000 Channels, GPS Enabled, Bluetooth Audio & Data, Power Cable (3) Year Warranty	\$795.96	\$6,367.68
8.00	Ant,Mobile,806-894MHz,3db,NMO	\$32.40	\$259.20
8.00	Ant, Mobile, Mag Mount, Mini U	\$37.84	\$302.72
8.00	Power Supply,XPR5000	\$158.40	\$1,267.20
8.00	Desktop Microphone, XPR5000 Series	\$96.00	\$768.00



Quotation

Date : 05/23/2017

Quotation Number : 27745

1230 Furnace Brook Parkway
 Quincy, MA 02169
 617-770-0212 (P) 617-770-0429 (F)

Quantity	Description	Unit Price	Amount
===== PORTABLE RADIOS AND ACCESSORIES ===== WATER (3) TOWN (30) FD (2)			
35.00	Port, XPR7580, 806-941MHz	\$929.28	\$32,524.80
7.00	Option,Add Speaker Mic	\$65.00	\$455.00
2.00	2 Wire Surveillance Kit, Blk,	\$122.00	\$244.00
===== MOBILE RADIOS - REMOTE & DASH MOUNT ===== WATER DEPARTMENT (6) DASH MNT- (6) REMOTE MNT			
12.00	Motorola XPR5580e 800/900 MHz Enabled Mobile Radio Includes: Color, Alpha-Numeric Display, Paul Microphone, 1000 Channels, GPS Enabled, Bluetooth Audio & Data, Power Cable	\$795.96	\$9,551.52
12.00	Ant,Mobile,806-894MHz,3db,NMO	\$32.40	\$388.80
12.00	MB8UM - 0-1000 MHz, 3/4" Brass Mount, Mini UHF	\$18.00	\$216.00
6.00	Adapter Kit, XPR5000, Remote	\$88.00	\$528.00
6.00	Cable, Remote Mount, 5 Meter, XPR5000	\$52.00	\$312.00
===== MOBILE RADIOS - REMOTE & DASH MOUNT ===== FIRE DEPARTMENT (15) DASH MNT- (5) REMOTE MNT			
20.00	Mob, XPR 5580e, 806-941 MHz	\$795.96	\$15,919.20
5.00	Adapter Kit, XPR5000, Remote	\$88.00	\$440.00
5.00	Cable, Remote Mount, 5 Meter, XPR5000	\$52.00	\$260.00
20.00	Ant,Mobile,806-894MHz,3db,NMO	\$32.40	\$648.00
20.00	MB8UM - 0-1000 MHz, 3/4" Brass Mount, Mini UHF	\$18.00	\$360.00



Quotation

Date : 05/23/2017

Quotation Number : 27745

1230 Furnace Brook Parkway
 Quincy, MA 02169
 617-770-0212 (P) 617-770-0429 (F)

Quantity	Description	Unit Price	Amount
	=====		
	LABOR - INSTALLATION - PROGRAMING - FCC		
	=====		
1.00	Infrastructure - Fixed Equipment Installation	\$6125.00	\$6,125.00
1.00	Control Station - Labor - Bench Tech Assembly (8)	\$1000.00	\$1,000.00
1.00	Mobile Radio Installations Water (12) 6 Remote Mount & 6 Dash Mount	\$6833.33	\$6,833.33
1.00	Mobile Radio Installations - Fire Department 5 Remote Mount & 15 Dash Mount	\$13333.33	\$13,333.33
3.00	Programming Template Code Plug Build	\$190.00	\$570.00
75.00	Program Water 3 Portable 12 Mobile 1 Control Station Program Fire 2 Portable 20 Mobile 1 Control Station Program Town 30 Portable 0 Mobile 6 Control Station	\$35.00	\$2,625.00
	=====		
	MOTOROLA XPR7000 SERIES PROMOTION TRADE IN 10 GET \$1300.00 INSTANT REBATE		
	=====		
3.00	MotoTrbo 10 /\$1300 Trade In	\$(1300.00)	\$-3,900.00
	=====		
	PROGRAMMING SOFTWARE AND CABLE		
	=====		
1.00	Portable, Mobile and Repeater Customer Programming Software (CPS) Package - DVD disk and MOL download. Software Package includes CPS, Air Tracer, Tuner, RDAC, MNIS MCDD, DDMS and the MOTOTRBO System Planner. 3 Year Subscription.	\$479.00	\$479.00
1.00	PMKN4102B - XPR7000 PROGRAMMING CABLE	\$159.00	\$159.00
	=====		
	FCC LICENSING & COORDINATION SERVICES		
	=====		
1.00	Licensing & Coordination FCC - (2) 800 MHz Channels	\$1775.00	\$1,775.00



Quotation

Date : 05/23/2017

Quotation Number : 27745

1230 Furnace Brook Parkway
 Quincy, MA 02169
 617-770-0212 (P) 617-770-0429 (F)

Quantity	Description	Unit Price	Amount

Authorized Signature: _____ Date : _____ P.O. Number : _____

	\$136,566.01
Tax Rate	0.00 %
Sales Tax	\$0.00
Shipping and Handling	\$0.00
TOTAL	\$136,566.01

Please make all checks payable to **COMTRONICS CORPORATION**
 If you have any questions concerning this quote, please call Vincent Mascio

THANK YOU FOR YOUR BUSINESS !!!

Coastal Resilience Grant Program FY18

RFR ENV 18 CZM 02

Applicant: Town of Harwich

Address: 732 Main Street, Harwich, MA 02645

Local Project Managers

- Robert Cafarelli, P.E.

rcafarelli@town.harwich.ma.us

(508)430-7508

- Amy Usowski, Conservation Administrator

ausowski@town.harwich.ma.us

(508)430-7538

Project Title: "Reconstructing for Resiliency at Saquatucket Harbor"

Total Project Cost: \$3,637,171

Match Amount: \$3,000,000

Grant Amount Requested: \$500,000

Project Summary:

This proposed project is for the construction of new facilities on the landside portion of the Town of Harwich's Saquatucket Harbor Marina. Plans are nearing completion and permitting for the project is about to begin. In May of 2017, the citizens of the Town approved \$3,000,000 for the construction. Our estimated project cost is \$3,637,171.00. Currently, the Harbormaster's Office is in the Velocity Flood Zone. The entire site is in an A Zone. All new buildings would be in the A Zone, and built to or above required flood standards. The Town and the Saquatucket Development Committee would like to work with the successful contractor(s) to construct the project. Anticipated start date would be after Labor Day 2017, and will be substantially complete by Memorial Day 2018. In the design of the project, we have taken into account to

design and engineer the project, including plans for site preparation and construction taking into account local conditions, so that this site and the proposed structures on it are more resilient and adaptable to climate change, as well as the flooding and increased probability of large storm events that come with it. By doing this, we can minimize the threat to public safety and damage to public property.

It is the also goal of the Town and the Saquatucket Development Committee to improve the properties environmentally, make them more visually appealing, better accommodate the Harbormaster and Natural Resources Director, and attract more people than just boaters to this beautiful harbor. The site plan details a new Harbormaster's office at 715 Route 28, a small snack shack, a new multi-purpose building at 730 Route 28, a boardwalk with viewing platforms for the public at 715 Route 28, and more green space for people to gather as well as for local artisans to sell their wares. In the final phase of this project, the Town and the Committee would like to daylight the Andrews River, which runs through a 300+ foot pipe on the eastern boundary of this project site. This will not only restore natural flow, but restore fringe of salt marsh that once was present at the mouth of this small river. Permitting with respective departments will begin in June 2017. Please see project timeline for more details.

Background and Project Site:

In 2014, the Saquatucket Development Committee (Committee) was formed; composed of the Harbormaster, Chairman of the Waterways Committee, Conservation Administrator, Conservation Commission member, Planning Board member, as well as several members of the community. The Committee has held monthly public meetings for the past three years, with routine input and assistance from the Town Planner, Town Engineer, and the 300+ members of the community who have taken an interest in this project and are kept apprised of concepts via email and public meetings. The Massachusetts Office of Coastal Zone Management granted an \$187,500 Coastal Resiliency Grant for the planning of this project in FY 17. With this funding, we hired Architectural Firm Brown, Lindquist, Fenuccio, and Raber. Site plans were generated from a collaboration of the Town Engineer and Town Surveyor along with Moran Engineering Inc. Please see enclosed architectural renderings and site plans.

Squatucket Harbor is a large municipal marina that currently has 191 slips for recreational and commercial boats, and will have 202 slips when the marina itself is reconstructed next year. The upland area consists of the current town-owned side of Saquatucket Harbor of 5.1 acres at 715 Route 28 acres as well as the newly-acquired property of 730 Route 28 that consists of 2.195 acres, for a total project site area of 7.295 acres. The entire property is in either a V Zone or an A Zone, so while we cannot get out of the A Zone, we can get existing structures out of the V Zone.

Currently there is an existing Harbormaster's office that also houses the Natural Resources Director at 715 Route 28. This building was constructed in 1975, and as per the recently-adopted FEMA flood maps, is partially in the A Zone and partially in the V Zone. The associated existing parking area and septic system are also completely in the flood zone. The 2.195 acre property adjacent to this at 730 Main Street, which the town recently acquired for harbor purposes, used to have a gas station and pizza restaurant on it. These buildings were in very poor condition, and were taken down two years ago and the site cleaned with the help of donations from town residents. The site of the old gas station was deemed contaminated

several years ago before the town purchased the property. Over the past several years, the remedial soils have been removed, and monitoring wells are now showing clean readings. This property is within an A Zone.

The eastern-most property line is delineated by the Andrews River, which is currently is very restricted and trickles through a 300'+ long pipe under Route 28. It is the desire of the Town and the Committee to daylight this river. While even before this pipe was put into place, this river was very low flow, daylighting it would allow for natural flow to return; salt water would be able to go farther upstream, and freshwater would be able to make its way down easier without this impediment. It would increase the flooding capacity of the riverfront area, as well as help to restore the wetlands upstream to their natural state. As the town portion of the Harbor has a bulkhead, and the remainder either substantially residentially developed or has steep banking, the daylighting of this river is critical to allow for wetland migration.

1. Coastal Hazards Management:

The current project site (both 715 and 730 Route 28) lies within both V and A Flood Zones. Now that the Town owns both properties, they will be combining these two lots into one. The existing Harbormaster's building is partially within the V Zone. The new Harbormaster's Office is proposed to be outside the V Zone, but in the A Zone. The Harbormaster is the first responder for any water-related emergencies in town. It is critical that his facility is rebuilt out of the Velocity Zone. At the May 2016 Town Meeting, the community voted to allocate funds to completely re-construct the docks, floats, and pilings. Pilings will be longer to accommodate for sea level rise. The most northern side of the marina, where the parking area and Harbormaster's office are, is protected by a bulkhead. The Harbormaster has it in his five-year capital plan to replace this, at which time it will most likely need to be built higher to accommodate for higher tides and preventing flooding hazards so as to protect this critical town facility.

The Andrews River on the eastern boundary of the site is severely restricted, as it goes through a very narrow, 300'+ long pipe that is partially collapsed before going into the harbor. When we do get a high-tide storm event, the water that does get through has a hard time draining out, leaving the upper reaches flooded longer. There are several low-lying properties that are minorly affected by this. The daylighting of this river in phase 3 of this project will allow the river to flow naturally, so while flood waters will be able to get to the upper reaches, they will also drain out faster.

2. Problem and Climate Adaptation:

During Hurricane Bob in 1990, seas rose up into the parking area at Saquatucket Harbor, surrounding the existing Harbormaster's office. This building was constructed in 1975, the leach field in 1967, and no flood-proofing measures were implemented. The fact that in the future the site would face more frequent inundation was not taken into account. During a storm event, it is critical that the Harbormaster's office, with all the public safety and electronic equipment needed in case of an emergency, is kept safe, so that the Harbormaster can get the calls and respond as quickly as possible to any emergency.

It is also critical that the septic system is not inundated by flood waters that would cause water quality issues in the area. It is the Committee's desire to have these new harbor facilities last at least for the next 30 years, and in order to do so, we need to factor in what the most likely sea

level rise scenario will be for that period of time at minimum. To this end, we have designed both the new Harbormaster's Office and Snack Shack to be at elevation 13', even though BFE is 11'. Also, both of these structures, though in an A-Zone, will have pile-supported foundations. The boardwalk (as shown on the site plan) will also be pile-supported, and not connected to the buildings. The new septic system will be a FAST system, which has additional nitrogen-removing technology.

3. Need for Assistance:

The state office of Energy and Environmental Affairs lists one Environmental Justice census block in Harwich. This area constitutes parts of Harwich Center and Harwich Port. The project site is just east of this; within easy walking distance for these community members. The Town is having discussions with Mass DOT to extend the sidewalk from downtown Harwich Port on Route 28 to this site, to promote better pedestrian access to this beautiful town resource.

The Town has both the financial and technical capacity to advance these resilience efforts. The Town Engineer, Harbormaster, and Conservation Administrator along with the rest of the Saquatucket Development Committee members have been getting input from the other permitting departments such as the Planning Department, Conservation Department, and Health Department for the past few years getting questions answered and resolving potential issues. This group, combined with the successful contractor(s), will be fully capable of advancing this project. Financially, this project has been supported now twice by the community at Town Meetings; in May 2016 for assistance with funding for planning, and in May 2017 with \$3,000,000 to be put towards construction. They see our harbors as a whole as a valuable town asset. After construction is completed, the Town would like to undertake the endeavor to daylight the Andrews River, which currently runs through a 300'+ long pipe on the eastern side of this property. Achieving financial assistance for construction from this grant will show the community that the Town is trying to help save them money, which often results in greater support for future town projects.

4. Project Description and Public Benefit:

This project is for the landside re-development of two parcels that border Saquatucket Harbor. The project site contains both V and A Flood Zones, a brackish wetland and buffer zone to it, and an impaired river. This project implements three of the StormSmart Climate adaptation actions listed in Section B of this application. These three are Public Education and Communication, Natural Storm-Damage Prevention Techniques, and Redesigns and Retrofits. First, a detailed description of the proposed project within the context of **Redesigns and Retrofits**:

This is a construction project. It will bring the plans that we have been working hard on for the past several years to life. The existing Harbormaster's Office at the site was built in 1975, is in poor condition, partially within a Velocity Zone while the rest of it is in an A Zone. While new septic tanks were installed in the 1990's, the leach field that exists is still the original one built in 1967. The new Harbormaster's Office will be outside of the V Zone. It will be in the A Zone, which has a BFE of 11.' The office and snack shack will be at elevation 13' to account for future sea level rise and the likelihood of more frequent damaging storm events. Also, these buildings

will be on a pile-supported foundation. The septic will be a new Title V compliant system with better separation to groundwater and enhanced nitrogen-removal capability.

The project includes numerous other amenities, such as a new multi-use building for harbor and natural resources purposes up near Route 28, which will be in the A Zone but the first finished floor will be above BFE. Also included in this project is additional parking for the harbor as it is currently at or above capacity during the summer months, and a revegetation plan for the entire site, using predominantly native, drought tolerant plant species ([Appendix C](#)). In addition, an ADA compliant boardwalk will bring people from the new parking area near Route 28 and continue up to and on the water side of the new Harbormaster's Office and Snack Shack. This boardwalk, along with Snack Shack and proposed artisan sheds in the proposed greenspace, will draw more than just boaters to Saquatucket Harbor, which is one of the project team's main goals.

Natural Storm-Damage Prevention Techniques (d) Salt marsh restoration:

The Andrews River, which is the eastern boundary of this site, once flowed freely from the harbor northward, but was put through 300' long pipe extending from north of route 28 southward to the harbor. This pipe has collapsed, flow is limited. The Town and the Committee would like to remove the pipe and restore the natural flow at the end of this project. If the pipe were removed, the mouth of the river as it goes into the harbor would revert to salt marsh with a little assistance in the form of invasive plant removal and native replanting. In addition, flood waters would be able to drain from the northern reaches of the river more freely, and the time period that these areas would be inundated would be smaller.

There is also a brackish wetland between 715 and 730 Route 28, and we would like successful firm to incorporate a restoration plan for this wetland, as it is highly invaded by *Phragmites*, bittersweet, honeysuckle, and olive. This will improve wildlife habitat and the capacity of this wetland to provide storm damage prevention and flood control.

Public Education and Communication

The monthly public meetings that the Committee has been having on this project for the past two years has included discussions on designing for climate change and sea level rise. The Committee wishes for this project to be an example of how to design for climate change. To take this education further, are to generating brochures about climate change adaptation that we will available to the public at all of our harbors in Town, and provide an example to other coastal communities. We will also have an Open House when the project is complete, highlighting the aspects of the project that have made it more resilient.

5. Transferability:

This project approach and the finished product can be used locally here in Harwich at our other harbors as well as for other coastal communities. The key is community involvement from the very start, as well as involving the applicable permitting department heads in the preliminary planning.

For the past two years, the Saquatucket Development Committee has held monthly public meetings to explain the environmental and building constraints on this project site, as well as to take community input on what people would like their harbor to look like and what services they would like to enhance. Having a project team composed of the Harbormaster, Conservation Administrator, Waterways Committee Chairman, Planning Board and Conservation Commission members, as well as members of the community and assistance from the Town Engineering and Surveying Department from the very outset was integral to get this off the ground. We also have over 300 people on our email list, and we send them notices of meetings and updates. The community has felt that they have a part and a say in this project from day 1, and because of this, the community has financially supported the construction of a new dock system as well as resoundingly supported the funding for both the planning and construction phases of this project. Through experience with many other projects, Harwich knows that public outreach and support are key to getting a project going. We hope that this project will be a model for other coastal communities on how to update a municipal harbor facility that is both more resilient to climate change and more attractive to the community.

6. Timeline:

	<u>June '17</u>	<u>July '17</u>	<u>August '17</u>	<u>September '17</u>	<u>Memorial Day '18</u>
Consultants provide 99% complete documents to architect	Late May/Early June				
Final drawing and specification review/ prep release of bid documents	x				
Permitting	x	x			
Release project for bid		July 12			
Site briefing for interested bidders		x			
Bids Due			August 9		
Review bids, select contractor, finalize construction contract			x		
Site Mobilization for Contractor				x	
Substantial project completion					x

7. Budget:

The Town has a very detailed cost estimate as we are getting very close to a final design. Please see Appendix A for the complete budget detail from the Architect. The in-kind match for this project is \$3,000,000. This was approved at Town Meeting and by the Ballot in May 2017 by the taxpayers. In addition, staff from the Town such as the Harbormaster, Town Engineer, and Conservation Administrator have spent, and will continue to spend, countless hours working on this project.

Budget Explanation:

The Town is very close to having a final cost estimate from the Architect. This project will need to go out to bid, but this is the best estimate for project cost as of this date. Site work is extensive on this project. All three new buildings will be built at-or-above standards for being in an A Zone. Drainage systems will be improved. Green Space will be enhanced, parking lots will be improved, and there will be a new nitrogen-reducing septic system. New raised boardwalks will allow for greater accessibility and enjoyment of the site, as well as being more environmentally-friendly. The goal of this project all along has been to make this property more resilient, to have a facility that will be suitable for years to come, and on the whole to make Saquatucket Harbor a place for everyone, both boaters and non-boaters.

8. Project Management:

Project Co-Managers: See attached resumes for each of the following:

- Amy Usowski, Conservation Administrator
ausowski@town.harwich.ma.us (508)430-7538
- Robert Cafarelli, P.E., Town Engineer
rcafarelli@town.harwich.ma.us (508)430-7508

Partners:

Please see attached letters of support from the Harwich Harbormaster, the Natural Resource Director, and the Saquatucket Development Committee/Waterways Committee Chairman.

Appendices

Appendix A: Budget

April 18th, 2017 (UPDATED)
Preliminary Project Cost Estimate for
Construction Contract #'s 1,2,3
Saquatucket Harbor, Landside Redevelopment
Town of Harwich

Information in the following preliminary project cost estimate pertaining to vertical construction was prepared by an independent construction cost estimator and is based upon the 70% Construction Document drawings dated 4/7/2017. Site work construction cost estimates were provided by the Town of Harwich Engineering department who is coordinating all site related improvements. We would recommend that the budget be updated as the Design Development & Construction Documents are further developed.

Construction Contract #1		
Scope: Harbormaster Building (with all restrooms), Garage Building, All Elevated Boardwalks, Ramps, and Stairs, Site Lighting and Landscaping.		
Direct Construction Cost Buildings:		
Demolition and removal of Existing Harbormaster Building: (Not Inclusive of any potential haz-mat abatement)		
		\$7,980
Harbormaster Building:	2,838 sf @ ±\$350 /SF	\$991,497
Garage Building	2,478 sf @ ±\$283 /SF	\$701,790
	Building Costs Subtotal:	\$1,701,287
Direct Construction Cost Site Improvements: (Work In Construction Contract #1 ONLY)		
Elevated decks, ramps, stairs & boardwalks (Included conc. retaining wall at east end) ±6,743 sf @ ±\$41 /SF		
		\$277,435
Landscaping (Marina and Downey properties)		
		\$120,930
Irrigation (Marina property lawn areas only)		
		\$35,321
Split rail fencing (Marina and Downey properties)		
		\$27,300
Site/ pathway lighting and power pedestals (Marina and Downey properties)		
		\$58,087
	Site Costs Subtotal:	\$619,073
Direct Costs Sub-Total		\$2,220,340
General Contractor Associated Costs:		
General Conditions	7.50%	\$166,526
General Administrative O&P	5%	\$111,017
P&P Bond	2%	\$33,305
	G.C. Costs Subtotal:	\$310,848
Sub-Total Estimated Construction Contract #1 Cost		\$2,531,188
Recommended Contingency (Based on Schematic Design Level Estimating)	10%	\$253,119
Total Estimated Construction Contract #1 Cost + 10% Recommended Contingency		\$2,784,306

Construction Contract #1 "Add Alternate - 1"		
Scope: 500sf Seasonal Snack Shack		
Direct Construction Cost Site:		
Seasonal Snack Shack:	550 sf @ ±\$463.84 /SF	\$255,115
	Add All. Costs Subtotal:	\$255,115
General Contractor Associated Costs:		
General Conditions	7.50%	\$19,134
General Administrative O&P	5%	\$12,756
P&P Bond	2%	\$3,827
	G.C. Costs Subtotal:	\$35,718
Sub-Total Estimated Construction Contract #1 "Add Alternate - 1" Costs		\$290,831
Recommended Contingency (Based on Schematic Design Level Estimating)	10%	\$29,083
Total Estimated Construction Contract #3 Cost + 10% Recommended Contingency		\$319,914

April 18th, 2017 (UPDATED)
Preliminary Project Cost Estimate for
Construction Contract #'s 1,2 3
Saquatucket Harbor, Landside Redevelopment
Town of Harwich

Construction Contract #2		
Scope: Downey Parking Lot and Drainage; Marina Added Parking and Pavement Demo; Asphalt Walkways; Various other Site Improvements		
Direct Construction Cost Site:		
Downey Site work (Exclusive of septic)		\$210,000
Marina Site work (Exclusive of Septic)		\$90,000
	Site Costs Subtotal:	\$300,000
General Contractor Associated Costs:		
General Conditions	7.50%	\$22,500
General Administrative O&P	5%	\$15,000
P&P Bond	2%	\$4,500
	G.C. Costs Subtotal:	\$42,000
Sub-Total Estimated Construction Contract #2 Cost		\$342,000
Recommended Contingency (Based on Schematic Design Level Estimating)	10%	\$34,200
Total Estimated Construction Contract #2 Cost + 10% Recommended Contingency		\$376,200

Construction Contract #3		
Scope: New Downey Property Septic Installation; New Marina Property Septic Installation		
Direct Construction Cost Site:		
Downey Septic work		\$25,000
Marina Septic work		\$100,000
	Site Costs Subtotal:	\$125,000
General Contractor Associated Costs:		
General Conditions	7.50%	\$9,375
General Administrative O&P	5%	\$6,250
P&P Bond	2%	\$1,875
	G.C. Costs Subtotal:	\$17,500
Sub-Total Estimated Construction Contract #3 Cost		\$142,500
Recommended Contingency (Based on Schematic Design Level Estimating)	10%	\$14,250
Total Estimated Construction Contract #3 Cost + 10% Recommended Contingency		\$156,750

Total Estimated Construction Costs of all 3 Contracts (Inclusive of 10% contingency)	\$3,317,258
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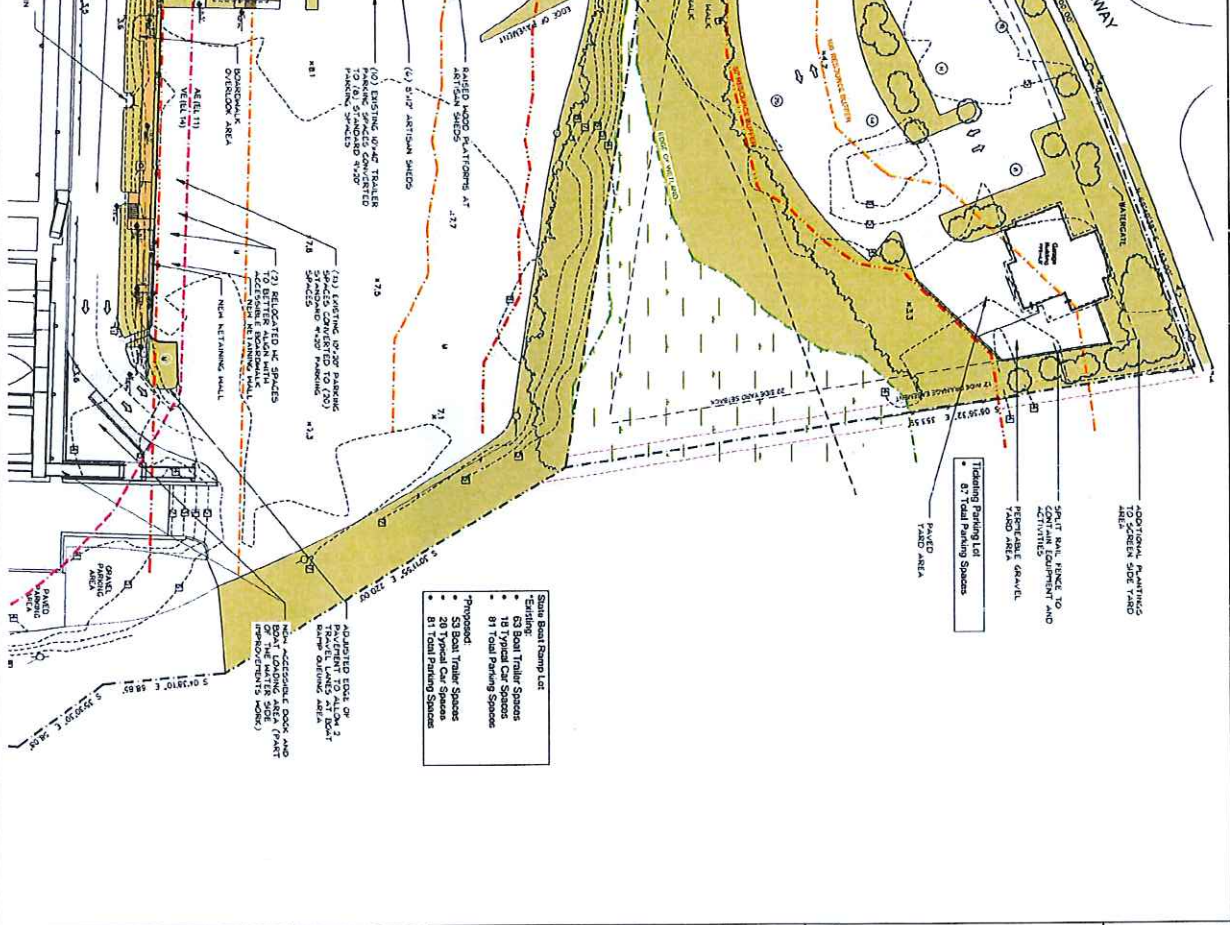
Total Estimated Construction Costs of all 3 Contracts (With "Add A/c -1")	\$3,637,471
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Notes:

(1) Possible project expenses not included in the estimate are:

- Hazardous Materials Removal
- Project escalation costs for extended period to groundbreaking
- Clerk of the Works (Assumed by Town)
- Temp facilities for harbor masters operations and storage inclusive of moving costs, setup and breakdown.

Appendix B: Site Plans, Maps, and Photos of Site



DATE

BROWN LINDQUIST FEIUCCO & RABER ARCHITECTS, INC.

203 VILLOA STREET, SUITE 200
WILMINGTON, MA 01897

PH 508-932-8382
FAX 508-932-8318

**SAQUATUCKET HARBOR
LANDSIDE IMPROVEMENTS**

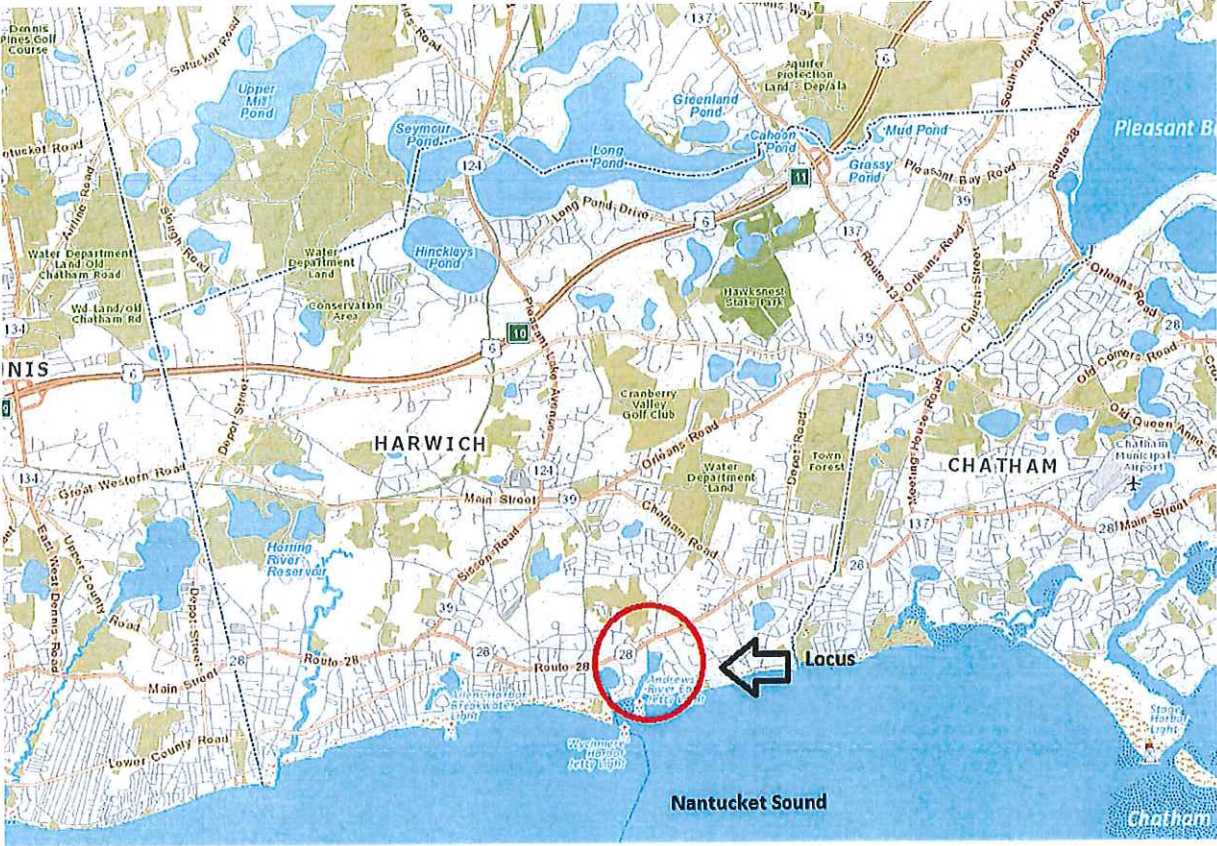
715 MAIN STREET
HARWICH PORT, MA 02646

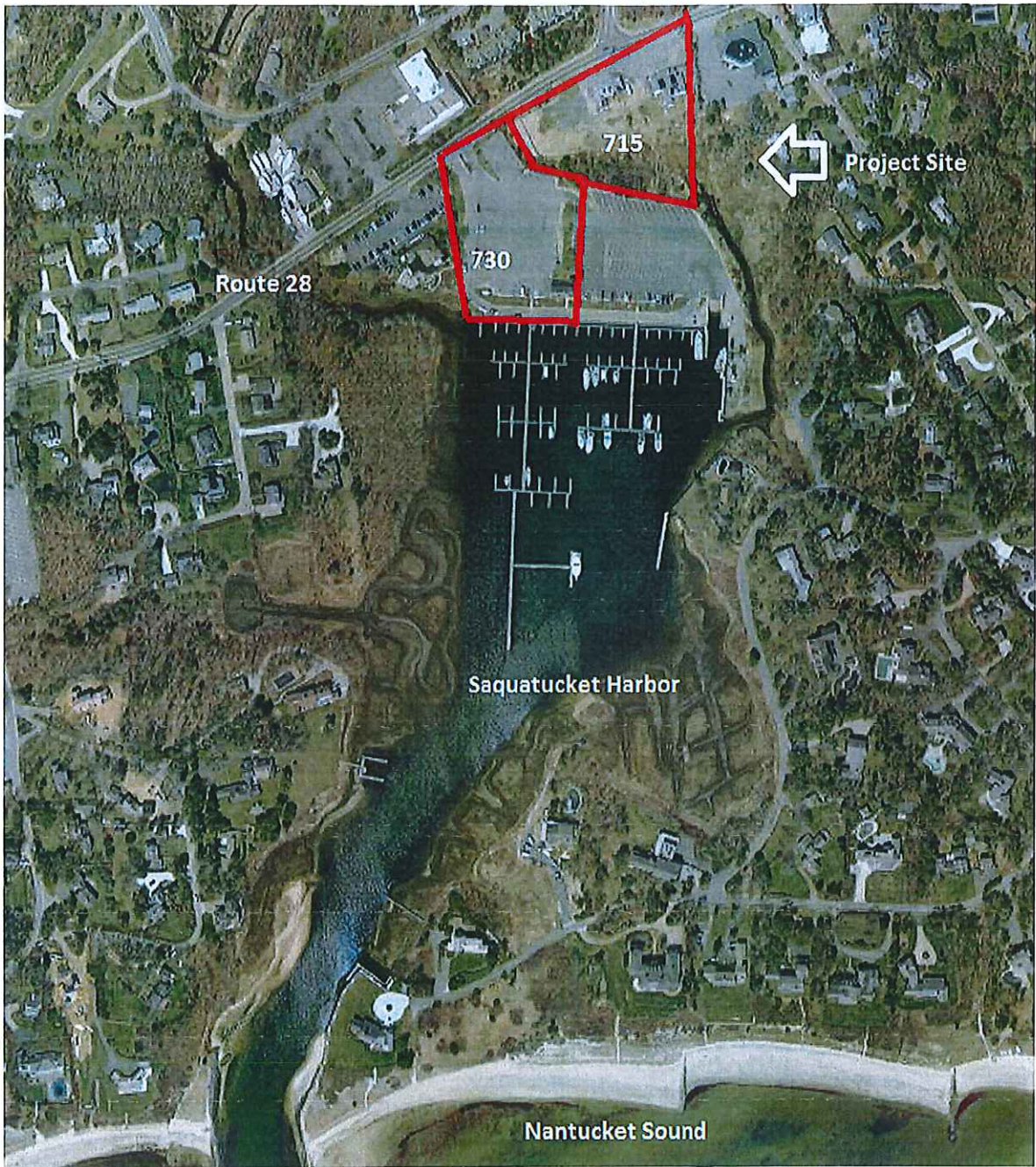
**OVERVIEW
SITE PLAN**

DATE ISSUED:	3/1/2016
REVISIONS:	
DESIGNED BY:	
DRAWN BY:	195
CHECKED BY:	
DATE:	

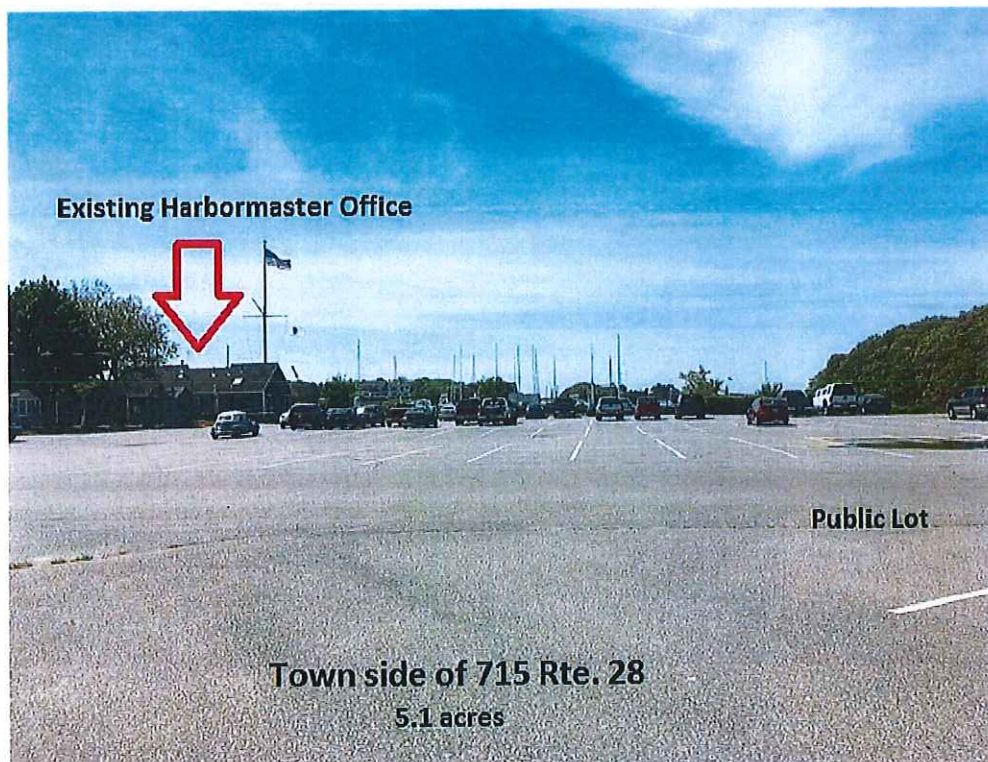
DRAWING NO.:
SP1.0

Maps and Photos:

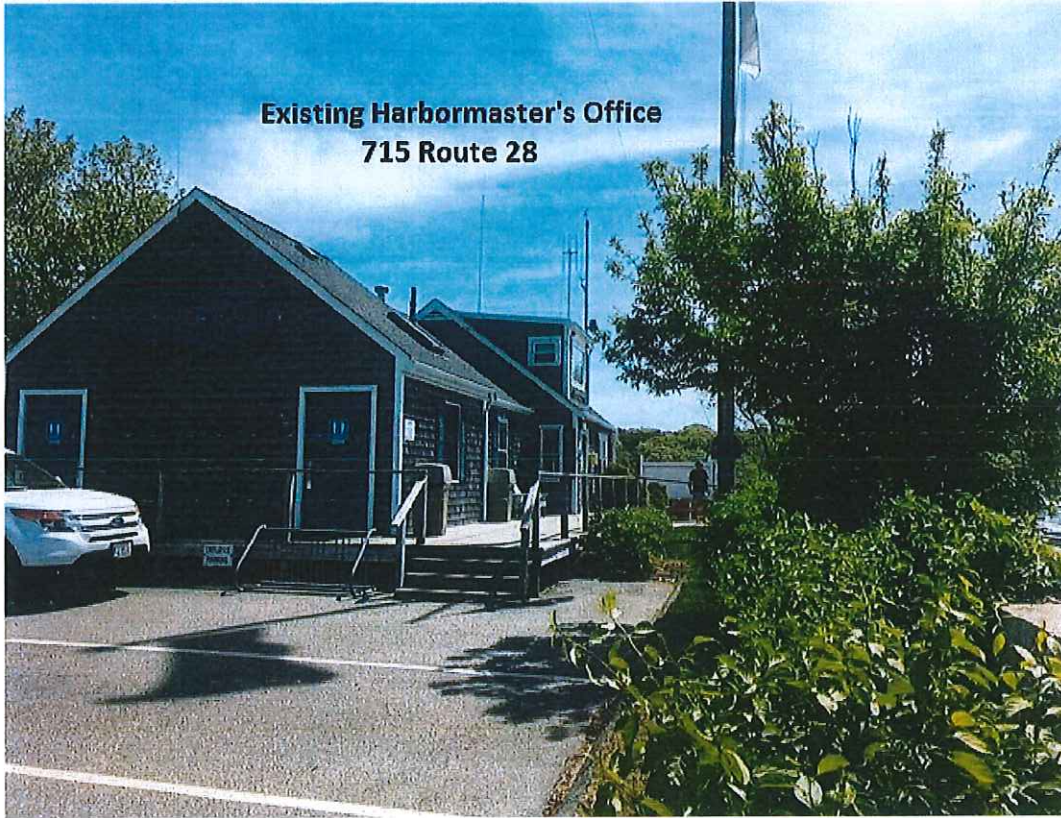




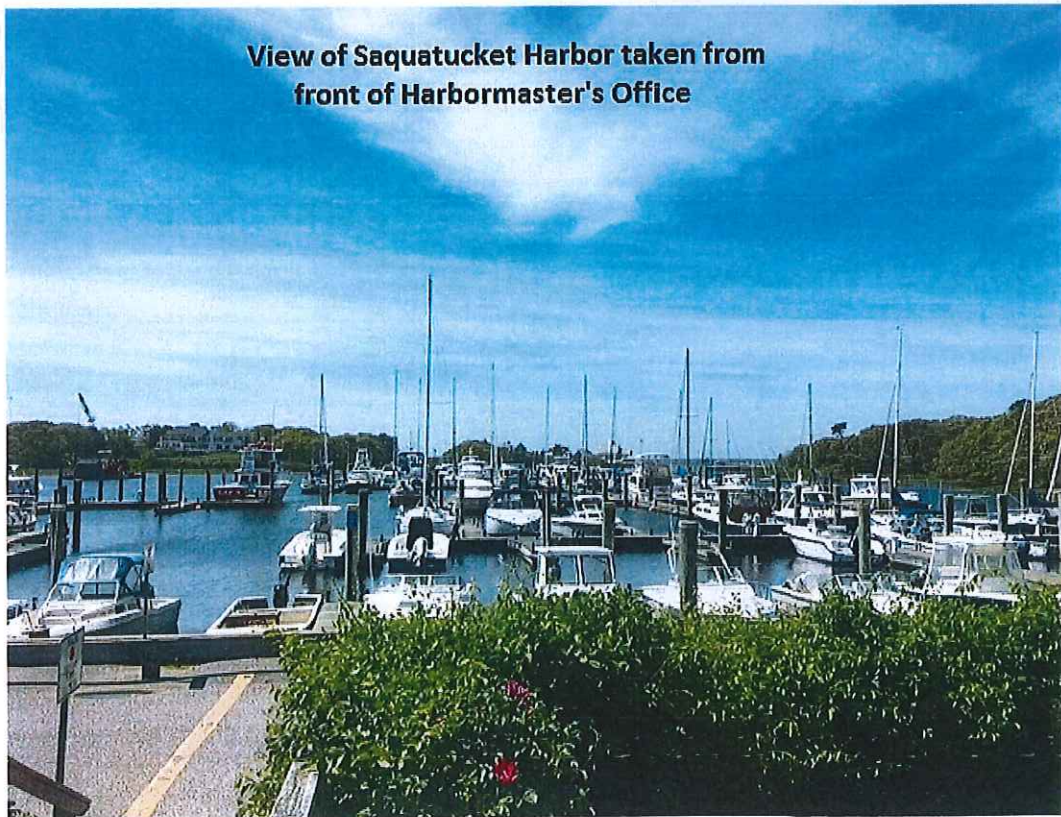
Project Site: 715 and a portion of 730 Route 28. Buildings seen on this aerial on 715 Route 28 have been torn down.



**Existing Harbormaster's Office
715 Route 28**



**View of Saquatucket Harbor taken from
front of Harbormaster's Office**



Amy Usowski

47 Tupper Avenue, Sandwich, MA 02563

(508)562-0593 ausowski@town.harwich.ma.us

Professional Experience:

2011-present **Conservation Administrator – Town of Harwich, MA**

Department Head for the Conservation Department. Administer the Wetlands Protection Act and Town of Harwich Wetlands Protection Bylaw. Staff the Conservation Commission, Real Estate and Open Space Committee, Trails Committee, Vice-Chair of the Saquatucket Development Committee, and Coastal Workgroup of the Pleasant Bay Alliance. Responsible for maintenance of town-owned conservation lands. Lead numerous environmental service events throughout the year. Assist with the planning of town waterfront projects.

2007-2011 **Conservation Agent/Natural Resources Officer/Shellfish Constable/Assistant Harbormaster – Town of Eastham, MA**

Staff to the Conservation Commission and administrator of the Wetlands Protection Act and Eastham Wetlands Bylaw for the Town. Assisted in maintenance of town conservation areas, shellfish propagation, and harbormaster duties.

2006-2007 **Land Steward for the Barnstable Land Trust**

Monitored and evaluated properties owned by the Trust, assisted with the purchase of key parcels of land, evaluated conservation restrictions.

2006-2007 **AmeriCorps Cape Cod – Member**

Completed a year of volunteer service in the environmental field, learning land and water resource management techniques, assisting with disaster response, marine mammal rescue, and teaching environmental education.

Education:

B.S. Biology with a concentration in Sustainable Development – Saint Michael's College, Colchester, VT – member of the Sigma Xi Scientific Honor Society.

Additional Coursework/Memberships

- Member of the Massachusetts Association of Conservation Commissions
- Completed additional coursework in Natural Resource Management and Sustainable Development from Boston University

TOTAL DUE 6/6/17	OWNER	PARCEL	TYPE	MAILED TO	WATER	LETTER
5,276.54	ANITA M ERAMIAN ET AL	47/A6-1-R	BLDG		PAID	
48,459.95	ARLENE KOMYATHY &	80/D97-R	BLDG	OUT OF STATE	FY 17 DUE	
52,007.27	BARBARA ADAMS	69/X5-R	BLDG	OUT OF STATE	FY 17 & 16 DUE	RETURNED
98,791.54	BERNARD G SYKES TRUSTEE,	16/N1-23-R	BLDG		FY 17 DUE	
8,183.33	CAROLYN CURTIS-MAHONEY &	18/X3-13-R	BLDG	STOUGHTON	PAID	
29,449.16	CHARLES N FELT	6B/L89-R	BLDG	OUT OF STATE	FY 17 DUE	
20,295.18	DEBORAH S BELLINGHAM, TRUSTEE	24/W6-2-R	BLDG	E. FALMOUTH	FY 17 DUE	
7,359.31	ELSA M GALETSA ET ALS	22/A2-8-R	BLDG	OUT OF STATE	FY 17 DUE	
7,761.14	FORTUNATA SANTOS	39/C3-11-R	BLDG		NONE	
17,062.88	FRANCA V EILERS &	70/K3-24-R	BLDG		PAID	
4,992.69	GEORGE THOMAS DICKERT JR TR ET AL,	75/J1-1-R	BLDG		PAID	
26,278.24	JAMES D PENA	70/E4-R	BLDG	LYNNFIELD	PAID	
23,668.13	JEANNETT J SULLIVAN	3/E1-B-R	BLDG	OUT OF STATE	FY 17 & 16 DUE	
1,453.49	JOHN HARDIN &	18/N3-R	BLDG	HOPKINGTON	PAID	
22,002.00	JON A LICHTER TRS ET ALS,	17/A1-15-R	BLDG	WELLESLEY	FY 17 & 16 DUE	
18,171.83	KATHERINE U RICHARDS	92/G7-205-R	BLDG		FY 17 DUE	
54,408.81	LINDA AZANOW	32/F1-41-R	BLDG	NATICK	PAID	
44,847.36	LINDSEY B HALE	6B/H1-2-R	BLDG	WALTHAM	PAID	
9,333.20	LUCINDA OLMSTED RUST	13/Z4-R	BLDG		PAID	
1,391.04	MARIE A DEDOMINICIS	45/X1-R	BLDG		FY 17 DUE	
93,526.76	MYRA LOUISE SPRINGER BURNS	46/X6-R	BLDG		NONE	RETURNED
1,289.81	PETER A GIORGIO &	40/G4-R	BLDG		PAID	
28,638.80	ROBERT L RANDOLPH	62/H1-7-R	BLDG		PAID	
33,869.76	ROBERT S GROSE ET AL,	18/X1-11-R	BLDG		PAID	
18,033.52	SHARON JAMES	56/W3-R	BLDG	OUT OF STATE	FY 17 & 16 DUE	
34,474.57	STEVEN LEDERMAN	23/W2-R	BLDG		FY 17 & 16 DUE	
3,082.76	SUSAN E DAILINGER ESTATE OF	76/A3-R	BLDG		FY 17 & 16 DUE	RETURNED
24,189.70	SUZANNE R SAUVAGE	40/S7-R	BLDG	OUT OF STATE	FY 17 DUE	
49,261.29	THOMAS P WOODRUFF SR &	18/E5-R	BLDG		FY 17 & 16 DUE	

12,243.58	WALTER D DALUZE,	72/A1-4-R	BLDG		PAID	
3,661.58	WILLA M GILDERSLEEVE,	63/A72-R	BLDG	OUT OF STATE	PAID	RESENT
2,268.91	BERNARD G SYKES TRUSTEE,	58/G4-2-8-R	CONDO			
2,270.26	BERNARD G SYKES TRUSTEE,	58/G4-2-7-R	CONDO			
3,805.23	BERNARD G SYKES TRUSTEE,	58/G4-2-9-R	CONDO			
4,137.30	BERNARD G SYKES TRUSTEE,	58/G4-2-5-R	CONDO			
4,313.65	BERNARD G SYKES TRUSTEE,	58/G4-2-1-R	CONDO			
4,746.23	BERNARD G SYKES TRUSTEE,	58/G4-2-6-R	CONDO			
5,042.29	BERNARD G SYKES TRUSTEE,	58/G4-2-4-R	CONDO			
8,584.36	BERNARD G SYKES TRUSTEE,	58/G4-2-2-R	CONDO			
1,633.92	DEBORAH ANN DESIMONE	13/T4-2-14A-R	CONDO	QUINCY		RETURNED
3,861.81	NORMAN KATZ &	1/C1-C85-R	CONDO	SHARON		
13,391.89	NORMAN KATZ &	1/C1-15-R	CONDO	SHARON		
508.09	ALFRED BAKER ESTATE OF	20/A24-R	LAND			RETURNED
44,477.00	AWE LLC	16/W7-B-R	LAND	OUT OF STATE		RETURNED
1,089.20	BARBARA J DECOSTA	32/C3-R	LAND	OUT OF STATE		RETURNED
13,318.74	BARNSTABLE HOLDING CO INC	103/V4-2-R	LAND	HYANNIS		RETURNED
26,112.27	BENJAMIN ROSE ESTATE OF	69/X4-R	LAND	FALMOUTH		
4,294.72	BERNARD G SYKES TRUSTEE,	24/W6-1-R	LAND			
96,290.08	CHARLES D HOLMES	72/G3-R	LAND			RETURNED
31,580.49	CHARLES R CHASE	86/B13-R	LAND	UNKNOWN		
801.29	CHARLES S HARTIG ESTATE OF ET	32/Q9-R	LAND			RETURNED
46,965.77	CHARLES S HARTIG ESTATE OF ET AL	86/B15-R	LAND			
62,241.82	CHARLES S HARTIG ESTATE OF ET AL	86/B16-R	LAND			
83,347.85	CHASE HARRY H EST OF	11/U3-B-R	LAND	S. DENNIS		
3,884.58	CHASE MARSHALL E EST OF	27/A3-R	LAND	OUT OF STATE		RETURNED
9,360.77	CHASE MARSHALL E EST OF	28/A1-R	LAND	OUT OF STATE		RETURNED
1,004.08	CHRISTOPHER R KEYES	78/A16-19-20-R	LAND	S. SANDWICH		
34,181.96	CLARENCE L CHASE	46/F6-R	LAND	W. SOMERVILLE		
34,837.64	CLARENCE L CHASE	46/F2-R	LAND	W. SOMERVILLE		

57,776.20	DAVID M HALL	13/L1-13-R	LAND	BOSTON		RETURNED
9,284.08	DAVID WHITE TR,	78/H11-16-19-R	LAND	CUMMAQUID		
9,284.08	DAVID WHITE TR,	78/H15-16-19-R	LAND	CUMMAQUID		
17,162.84	DAVIS STEPHEN	31/P8-R	LAND			RETURNED
1,587.63	DEBORAH L HALLIDAY ET AL	28/D2-R	LAND	WEYMOUTH		RETURNED
60,262.64	DELLA F GABBETT EST OF	44/P4-A-R	LAND	AMHERST		
21,945.10	DOANE MEADOWS LLC	86/M7-R	LAND	CHATHAM		
139,071.74	DONALD NEWTON &	113/K1-R	LAND	MELROSE		
2,583.30	DORIS B GESSNER TRUSTEE,	60/C4-R	LAND	E. FALMOUTH		
447.90	DUMONT LUCY ANN	31/B6-R	LAND			
9,658.72	EMMA FREEMAN WHITE ET ALS	33/E1-R	LAND	OUT OF STATE		
65,297.06	EUGENE F NICHOLS	94/B1-1-R	LAND	UNKNOWN		
1,137.67	FIDELITY FINANCIAL INC	93/C2-7-R	LAND	CENTERVILLE		RETURNED
3,968.96	FLEET BANK SUCCESOR TRUSTEE U/	95/B18-R	LAND	BOSTON		RETURNED
48,503.42	FLORENCE ELDREDGE	31/D13-R	LAND			RETURNED
378.45	FLOYD L THAYER TR,	31/P1-8-R	LAND			RETURNED
10,435.09	GRACE SPINOLA	48/T11-R	LAND	BROCKTON	NONE	
4,874.39	GRANITE MOTORBILE COMPANY	73/X173-R	LAND	CHATHAM		RETURNED
75,192.97	HENRY SMALL ET ALS	58/N9-R	LAND	UNKNOWN		
7,295.92	HERBERT F ROWLEY TRS ET AL	21/X3-2-R	LAND		NONE	
7,016.74	HERMAN VICTOR BEHRING	96/D8-R	LAND	UNKNOWN		
6,632.23	IDA HUBBARD	55/L1-R	LAND			RETURNED
1,623.44	JAMES MCFILLIN	41/S1-73A-R	LAND	OUT OF STATE		
2,917.55	JAMES MCFILLIN	41/S1-7-R	LAND	OUT OF STATE		
30,061.79	JAMES MCFILLIN	41/S1-52A-R	LAND	OUT OF STATE		
9,284.08	JAMES H QUIRK JR TR,	78/H11-12-15-R	LAND	YARMOUTHPORT		
21,730.36	JENNIFER S WELCH TR	78/H11-7-11-R	LAND	CUMMAQUID		
7,600.23	JOHN E WHITE &	43/E11-R	LAND	OUT OF STATE		
2,634.72	JOHN J CROWLEY ET AL TRUSTEES	46/M9-R	LAND	HINGHAM		
69,635.06	JOHN PERRY	56/K4-R	LAND	OUT OF STATE		RETURNED

50,429.37	JOHN S FERNANDES	56/W5-R	LAND	OUT OF STATE	
844.02	JOHN W MISKELL	66/G2-R	LAND	E. DENNIS	
9,615.57	JONATHAN F WELCH TR,	78/H11-21-25-R	LAND	CUMMAQUID	
50,942.73	JOSEPH W CULLEN	4/S5-4-R	LAND		
3,787.37	KATHLEEN BADER	56/B3-12-R	LAND	CONCORD	
18,816.33	KATHY ROWLEY CAFARELLI &	13/E3-1-R	LAND		FY 17 & 16 DUE
4,100.52	KIM WOODBURY TRS,	72/L261-R	LAND	LAKEVILLE	
63,778.56	LEWIS I TAYLOR ET AL,	86/B11-R	LAND	UNKNOWN	
51,847.22	LEWIS TAYLOR ET AL,	86/B2-R	LAND	UNKNOWN	
10,428.66	LILLIAN HARDING	115/K6-R	LAND	UNKNOWN	
26,143.59	LOUIS HELFAND OR THE HEIRS OF	78/A47-R	LAND	OUT OF STATE	
70,914.41	LOUISA ESTATE NICKERSON OF	73/F7-R	LAND	UNKNOWN	
913.42	MADELINE M CROWELL ESTATE OF	92/P1-R	LAND		RETURNED
6,653.06	MANUEL SANTOS ESTATE OF	47/C7-R	LAND		RETURNED
72,311.89	MANUEL THACHER JR	39/C3-8-2-R	LAND		RETURNED
86,569.81	MANUEL THACHER JR	39/C3-8-1-R	LAND		RETURNED
21,336.02	NANCY M BAILEY	83/P8-R	LAND		RETURNED
27,889.45	NANCY M BAILEY	83/P25-R	LAND		RETURNED
5,315.59	PATRICIA MARKOFF TRS,	22/X1-21-R	LAND	FALMOUTH	
42,831.58	PATRICIA MARKOFF TRS,	22/M1-R	LAND	FALMOUTH	
57,670.39	PATRICIA MARKOFF TRS,	22/S3-R	LAND	FALMOUTH	
51,905.42	RAGOSA MARY MARGARET ET ALS	39/B6-R	LAND	BOSTON	RETURNED
2,627.96	RALPH C NICKERSON ET ALS	67/T3-R	LAND	OUT OF STATE	RETURNED
22,862.38	ROGER NUNES SR	39/J4-R	LAND		
19,355.22	SHAWN M ELLIS TRS ET ALS	78/H3-8-11-R	LAND	SANDWICH	
24,370.61	STEPHEN KONOPACKA	74/R3-4-R	LAND	STONEHAM	
525.07	STEVEN A COVE SENIOR	34/E6-R	LAND	PROVINCETOWN	
1,158.29	STEVEN A COVE SR	34/E5-R	LAND	PROVINCETOWN	
3,631.63	STEVEN A COVE SR	43/E8-R	LAND	PROVINCETOWN	
44,386.60	STEVEN A COVE SR	34/E4-R	LAND	PROVINCETOWN	

2,613.03	UNKNOWN OWNERS	43/E7-R	LAND	UNKNOWN
2,760.09	UNKNOWN OWNERS	24/C3-R	LAND	UNKNOWN
3,228.62	UNKNOWN OWNERS	96/D12-R	LAND	UNKNOWN
3,432.50	UNKNOWN OWNERS	34/E5-A-R	LAND	UNKNOWN
3,741.31	UNKNOWN OWNERS	43/E9-A-R	LAND	UNKNOWN
3,838.54	UNKNOWN OWNERS	31/C7-R	LAND	UNKNOWN
3,842.13	UNKNOWN OWNERS	32/B6-R	LAND	UNKNOWN
3,857.66	UNKNOWN OWNERS	43/E10-R	LAND	UNKNOWN
3,895.58	UNKNOWN OWNERS	43/E9-R	LAND	UNKNOWN
4,410.12	UNKNOWN OWNERS	32/B5-R	LAND	UNKNOWN
4,451.23	UNKNOWN OWNERS	34/E5-B-R	LAND	UNKNOWN
4,648.11	UNKNOWN OWNERS	57/E3-R	LAND	UNKNOWN
5,397.00	UNKNOWN OWNERS	76/B3-R	LAND	UNKNOWN
5,606.61	UNKNOWN OWNERS	31/C3-R	LAND	UNKNOWN
6,913.57	UNKNOWN OWNERS	69/N2-R	LAND	UNKNOWN
7,937.13	UNKNOWN OWNERS	31/D13-1-R	LAND	UNKNOWN
8,366.23	UNKNOWN OWNERS	31/P4-R	LAND	UNKNOWN
14,247.58	UNKNOWN OWNERS	31/P11-R	LAND	UNKNOWN
14,819.19	UNKNOWN OWNERS	96/D13-R	LAND	UNKNOWN
15,033.30	UNKNOWN OWNERS	31/C5-R	LAND	UNKNOWN
15,326.50	UNKNOWN OWNERS	32/B7-R	LAND	UNKNOWN
16,021.31	UNKNOWN OWNERS	43/E12-R	LAND	UNKNOWN
17,996.64	UNKNOWN OWNERS	55/L4-R	LAND	UNKNOWN
26,679.20	UNKNOWN OWNERS	28/C8-R	LAND	UNKNOWN
40,321.04	UNKNOWN OWNERS	86/B17-R	LAND	UNKNOWN
41,649.93	UNKNOWN OWNERS	86/B14-R	LAND	UNKNOWN
48,459.49	UNKNOWN OWNERS	86/B3-R	LAND	UNKNOWN
57,024.74	UNKNOWN OWNERS	57/A6-R	LAND	UNKNOWN
65,212.76	UNKNOWN OWNERS	31/D18-R	LAND	UNKNOWN
70,968.41	UNKNOWN OWNERS	34/E3-R	LAND	UNKNOWN

78,335.75 UNKNOWN OWNERS

33/E2-R LAND UNKNOWN

607.73 WILLIAM JOHNSTON

78/A1-52--53-R LAND UNKNOWN

3,512,707.55

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "License") is entered into on this ____ day of _____, 2017, by and between the Town of Harwich, acting by and through its Board of Selectmen, having an address of 732 Main Street, Harwich, Massachusetts 02645 (the "Town"), and Robert Fratus, having an address of _____, Massachusetts _____ ("Licensee").

WHEREAS, the Town is the owner of record of Hawksnest Road (a.k.a Seth Whitefield), Harwich, that is an unimproved 9' dirt road ("Premises");

WHEREAS, Licensee owns an adjacent parcel _____;

WHEREAS, Licensee desires to create safe and adequate access to his parcel and upgrade Hawksnest Road from a 9' dirt road to 18' wide gravel road;

WHEREAS, Licensee requests that the Town permit Licensee to upgrade Hawksnest Road for safe and adequate access on said Town-owned road described in a deed recorded with the Barnstable County Registry of Deeds in Book __, Page ____ (the "Property");

WHEREAS, the Town is amenable to allowing Licensee to upgrade Hawksnest Road for safe and adequate access; and

WHEREAS, the parties desire to set out the terms and conditions of Licensee's use of the Property; and

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

USE, PURPOSE, TERM. The Town hereby grants Licensee and its contractors, agents, representatives, employees, and invitees a license to enter, use and improve a the portion of the Property shown as "License Area" (the "License Area") on the sketch plan attached hereto as Exhibit A and incorporated herein for the sole purpose of widening and upgrading Hawksnest Road for safe and adequate access. Licensee acknowledges that it is not required to construct the improvements, but that should Licensee wish to construct the same, the Improvements shall be constructed at Licensee's sole cost and expense and in accordance with the terms and conditions set forth below (the "Work"). Licensee acknowledges and agrees that the Town shall not have any obligation to pay for or contribute toward the Improvements and other costs of the Work.

Such entry and use by Licensee, its contractors, agents, representatives, employees, permittees and invitees may be exercised from the date of this License until _____, unless terminated in accordance with the provisions of Section 9 below. Such entry and use shall be further limited by the provisions of Section 5.

CONSIDERATION. In consideration for this License, Licensee shall pay a fee of \$1.00 and shall bear all costs and expenses associated with the exercise of the rights granted hereunder, together with the observation and performance by Licensee of all the obligations and covenants

set forth within this License to the reasonable satisfaction of the Town.

CONDITION OF THE PREMISES. Licensee accepts the License Area in its "as is" condition for the purpose of this License, and acknowledges and agrees that the Town has made no representations or warranties regarding the fitness of the License Area, the supply of utilities thereto, or its suitability for the construction of the Improvements. Nothing in this License shall be construed as requiring the Town to maintain the License Area during the term of this License or in any manner.

LICENSEE'S CONDUCT. During the exercise of the rights hereby granted, Licensee shall at all times conduct itself so as not to unreasonably interfere with the Town's use or by individuals having lawful rights over said Town Road, and observe and obey directives of the Town and its duly designated representatives, as well as all applicable laws, statutes, ordinances, regulations and permitting or licensing requirements. Licensee shall, during the term of this License and at its sole expense, maintain the License Area and the Improvements and other structures thereon in good and safe order and condition. The Licensee's responsibilities shall include the restoration or repair of any and all damage to the License Area and/or the remaining Property resulting from any act, failure to act or negligence of the Licensee, its contractors, agents, representatives, employees, invitees and/or permittees (with the Licensee, the "Licensee Parties"). This obligation shall survive the expiration or termination of this License.

WORK. The Licensee shall notify the Town no later than ten (10) business days prior to the commencement of Work and pursue its completion with reasonable diligence. The parties acknowledge that the sketch plan attached hereto as Exhibit B is a preliminary drawing of the Improvements. The Improvements shall be constructed substantially in accordance with the Approved Plans. Licensee shall not make any other alterations to the License Area without the Town's prior written consent, which may be withheld in its sole discretion

The Licensee shall procure all necessary permits before undertaking the Work, and cause all the Work to be performed in a good and workmanlike manner, and in accordance with the requirements of insurers, employing new materials of good quality. The Licensee shall at all times comply with (i) the plans and specifications; and (ii) all applicable local, state and federal rules, regulations, statutes, and by-laws.

The Licensee shall not permit any mechanic's liens or similar liens to remain upon the License Area and/or the remaining Property for labor and materials furnished to the Licensee in connection with work of any character performed at the direction of Licensee and shall cause any such lien to be released of record without cost to the Town. If the Licensee does not perform the Work itself, it shall employ responsible contractors to perform the Work,

The Licensee shall install such fencing and other safety devices, if any, necessary to ensure the safety of the Town's personnel, persons on the License Area and the Property, adjacent property owners and their property and the general public. The Town is not responsible for the security of the License Area and the Work, which shall be at all times the

sole responsibility of the Licensee.

The Licensee shall not permit any mechanics' liens, or similar liens, to remain upon the Licensed Area and/or the Property for labor and material furnished to the Licensee or claimed to have been furnished to the Licensee in connection with work of any character performed or claimed to have been performed at the direction of the Licensee and the Licensee shall cause any such lien to be released of record forthwith without cost to the Town. All laborers and materialmen furnishing labor and materials for the Work shall release the Town from any and all liability.

The Licensee may bring such vehicles and other equipment upon the License Area as would ordinarily be used to undertake the Work, but the Licensee shall not store any equipment or materials thereon without the Town's prior written consent. The Licensee shall be responsible for the security of its equipment, materials, and the Improvements. The Town shall have no responsibility for any damage to the same from theft or vandalism.

The Licensee shall inform the Town at least fourteen (14) days prior to the completion of the Work so that the Town may inspect the same and assess compliance with the team hereof.

The provisions of this Section shall survive the termination of this License.

INDEMNIFICATION AND RELEASE. The Licensee agrees to indemnify, defend and hold harmless the Town from and against any and all claims, demands, suits, actions, costs, judgments, whatsoever, including reasonable attorneys' fees, which may be imposed upon, incurred by, or asserted against the Town by reason of (a) any failure on the part of Licensee to comply with any provision or term required to be performed or complied with by Licensee under this License, (b) for the death, injury or property damage suffered by any person in or around the License Area relating in any way to Licensee's exercise of its rights under this License and/or the Improvements and/or the negligence or willful misconduct of any of the Licensee Parties, (c) the release, emission, storage or maintenance by Licensee or any of the other Licensee Parties of any toxic or hazardous waste or materials, pollutants, or substances, including without limitation, asbestos, PCBs, petroleum products and byproducts, substances defined or listed as "hazardous substances" or "toxic substances" or "hazardous waste" or "hazardous material", as those terms are defined by any applicable laws, rules or regulations; or (d) any defect in the materials installed or improvements made or negligence in the assembly or construction of the Improvements in, on, under or upon the License Area.

Licensee hereby releases the Town, its employees, officers, agents, board members, and attorneys from any claims, actions, rights of action, causes of action, damages, costs, loss of services, expenses, compensation, attorneys' fees or other liability or responsibility for Licensee's losses or damages related to the condition of the License Area, and Licensee agrees and covenants that it will not assert or bring, nor cause any third-party to assert or bring, any claim, demand, lawsuit or cause of action against the Town, including, without limitation, claims for property damages, diminution in property value claims, personal injury or death damages and

any other damages relating to, or arising from, Licensee's use of the License Area.

The provisions of this Section shall survive the expiration or termination of this License.

INSURANCE; BOND

The Licensee shall maintain public liability insurance, including coverage for bodily injury, wrongful death and property damage, in the minimum amount set forth herein to support the obligations of Licensee under the terms of this License to indemnify, defend and hold harmless the Town: General Liability: \$1,000,000 per occurrence; and \$3,000,000 Aggregate for Bodily Injury and Property Damage combined

Prior to entering upon the License Area, and at such other times as the Town may reasonably request, the Licensee shall provide the Town with a certificate of insurance in each case indicating the Town is an additional insured on the policy(ies) and showing compliance with the foregoing provisions. Licensee shall require the insurer to give at least thirty (30) days' written notice of termination, reduction or cancellation of the policy(ies) to the Town. The insurance coverage required hereunder shall be placed with insurance companies licensed by the Massachusetts Division of Insurance to do business in the Commonwealth of Massachusetts and have a Best's rating of B+ or better.

To the extent required by law, Licensee or Licensee's contractors shall maintain the following insurance coverages:

1. General Liability of at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$3,000,000 Annual Aggregate Limit. The Municipality should be named as an "Additional Insured".
2. Products and Completed Operations should be maintained for up to 3 years after the completion of the project.
3. Automobile Liability (applicable for any contractor who has an automobile operating exposure) of at least \$1,000,000 Bodily Injury and Property Damage per accident. The Municipality should be named as an "Additional Insured".
4. Workers' Compensation Insurance as required by law. Include Employers Liability Part B
4. Builders' Risk Property Coverage for the full insurable value (completed value) of the portion of the building under construction to include the existing structure. It should include "All Risk" insurance for physical loss or damage including theft
5. Property Coverage for materials and supplies being transported by the contractor, as the Town's Property Contract provides coverage for personal property within 1000 feet of the premises.
6. Umbrella Liability of at least \$2,000,000/ occurrence, \$2,000,000/aggregate. The Municipality should be named as an Additional Insured.

Prior to the commencement of any work on the License Area, Licensee shall provide Town with a copy of the contractor's insurance certificate indicating liability insurance coverage as

herein specified, and copies of any approvals, including any building permits, necessary or obtained to conduct said construction.

To the extent possible, Licensee shall obtain, for each policy of insurance secured by it, provisions permitting waiver of any claims against the Town for loss or damage within the scope of the insurance, and Licensee, for itself and its insurers, waives all claims against the Town as to such claims covered by such insurance.

The required insurance coverages hereinbefore specified shall be placed with insurance companies licensed by the Massachusetts Division of Insurance to do business in the Commonwealth of Massachusetts.

RISK OF LOSS. Licensee agrees that it shall use and occupy the Property, including the License Area, at its own risk, and the Town, its agents, employees, representatives, officers, agents, board members and attorneys shall not be liable to Licensee for any injury or death to persons entering the License Area/Property pursuant to the License, or loss or damage to vehicles, equipment or other personal property of any nature whatsoever of Licensee, or of anyone claiming by or through Licensee, that are brought upon the License Area/Property pursuant to the License, except if such injury, death, loss or damages is caused by the willful act or gross negligence of the Town, or its employees, agents or contractors.

TERMINATION and REVOCATION. This License shall be revocable by either party upon written notice of revocation at least thirty (30) days prior to the termination date stated within said notice, except in the event of default in Licensee's obligations, including the insurance obligations, in which case reasonable notice may be given less than thirty (30) prior to the termination date.

In the event of the termination of this License by either party, Licensee, at the Town's request and at Licensee's sole expense, shall remove any and all Improvements from the License Area, and restore and/or repair the License Area to such condition as shall be specified by the Town, within thirty (30) from the effective date of such termination,. All Improvements allowed to remain on the License Area by the Town shall become the Town's property. This obligation shall survive the termination of this License.

RIGHTS OF THE TOWN TO ENTER. The Town reserves the right and Licensee shall permit the Town to enter upon and use the License Area at any time and for any and all purposes at the Town's sole discretion, and Licensee's use shall not interfere with the Town's use of the License Area.

NOTICE. For purposes of this License, the parties shall be deemed duly notified in accordance with the terms and provisions hereof, if written notices are hand-delivered, sent by registered or certified mail, postage prepaid, or sent by recognized overnight mail, or sent by confirmed facsimile transmission, to the addresses set forth above, or to such other addresses as may from time to time hereafter be designated by the parties by like notice

MISCELLANEOUS

A. No Estate Created. This License shall not be construed as creating or vesting in Licensee any estate in the License Area, but only the limited right of use as hereinabove stated.

B. Survival of Terms and Provisions. All appropriate terms and provisions relating to the restoration of the License Area affected hereby shall survive the expiration and/or termination of this License, in addition to the survival of other terms stated herein to so survive.

C. Waivers. Notwithstanding anything herein to the contrary, no provision of this License, no entry upon, travel over or other use of the License Area by the Town, nor the Town's granting of any rights or assumption of any obligations hereunder shall not waive, bar, diminish or in any way affect: (i) any legal or equitable right of the Town to regulate or issue any order with respect to the affected premises; (ii) waive any limitations on liability afforded a body politic of the Commonwealth of Massachusetts; or (iii) pursue any other claim, action, suit, damages or demand related thereto.

D. Severability. If any court determines any provision of this License to be invalid or unenforceable, the remainder of this instrument shall not be affected and each provision of this License Agreement shall be valid and enforceable to the fullest extent permitted by law.

E. Governing Law. This License shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, and any and all legal actions brought in connection with this License shall be brought in courts within the Commonwealth of Massachusetts.

In Witness Whereof, the parties hereto have caused this License Agreement to be executed on this day of, 2017.

In Witness Whereof, the parties hereto have caused this License Agreement to be executed on this ____ day of _____, 2017

TOWN OF HARWICH
By Its Board of Selectmen

LICENSEE: Robert Fratus

By: _____

Name:

Title:

EXHIBIT A

[sketch plan of License Area]

EXHIBIT B

[preliminary drawing of the Improvements]

X = No Meeting

Proposed Summer Schedule

2017

JANUARY							FEBRUARY							MARCH						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7				1	2	3	4				1	2	3	4
8	9	10	11	12	13	14	5	6	7	8	9	10	11	5	6	7	8	9	10	11
15	16	17	18	19	20	21	12	13	14	15	16	17	18	12	13	14	15	16	17	18
22	23	24	25	26	27	28	19	20	21	22	23	24	25	19	20	21	22	23	24	25
29	30	31					26	27	28					26	27	28	29	30	31	
APRIL							MAY							JUNE						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1		1	2	3	4	5	6					1	2	3
2	3	4	5	6	7	8	7	8	9	10	11	12	13	4	5	6	7	8	9	10
9	10	11	12	13	14	15	14	15	16	17	18	19	20	11	12	13	14	15	16	17
16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24
²³ / ₃₀	24	25	26	27	28	29	28	29	30	31				25	26	27	28	29	30	
JULY							AUGUST							SEPTEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1			1	2	3	4	5						1	2
2	3	4	5	6	7	8	6	7	8	9	10	11	12	3	4	5	6	7	8	9
9	10	11	12	13	14	15	13	14	15	16	17	18	19	10	11	12	13	14	15	16
16	17	18	19	20	21	22	20	21	22	23	24	25	26	17	18	19	20	21	22	23
²³ / ₃₀	²⁴ / ₃₁	25	26	27	28	29	27	28	29	30	31			24	25	26	27	28	29	30
OCTOBER							NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7				1	2	3	4						1	2
8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9
15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16
22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23
29	30	31					26	27	28	29	30			²⁴ / ₃₁	25	26	27	28	29	30

No meetings : June 12
June 26

July 3
July 17
July 31

Aug 14
Aug 28