

SELECTMEN'S MEETING AGENDA*

Griffin Room, Town Hall

Regular Meeting 6:30 P.M.

Monday, January 25, 2016

I. **CALL TO ORDER**

II. **PLEDGE OF ALLEGIANCE**

III. **WEEKLY BRIEFING**

IV. **PUBLIC COMMENT/ANNOUNCEMENTS**

V. **CONSENT AGENDA**

- A. Approve the Award of Contract for the creation of an artificial reef to Robert B. Our, Co., Inc. in the amount of \$105,450
- B. Approve application for Road Race by B.A. Event Promotions for October 2, 2016
- C. Approve application for Auto Class IV Auto Repairman License for All Out Performance

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

VII. **OLD BUSINESS**

VIII. **NEW BUSINESS**

- A. Lease Agreement between the Town and Hot Stove, Inc. for Cranberry Valley Golf Course restaurant and bar concession – *discussion and possible vote*
- B. Town Administrator mid-year goals and objectives – *discussion and possible vote*
- C. Non-Binding Ballot question regarding the Harwich Middle School – *discussion and possible vote*
- D. Request for memorial bench to be placed on town property – *discussion and possible vote*

IX. **TOWN ADMINISTRATOR'S REPORT**

- A. Town Administrator Contract extension and Contract Amendment
- B. Health Insurance Costs in departmental line item of the budget

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

Sandra Robinson, Admin. Secretary

Date: January 21, 2016

Bid Opening Minutes
THURSDAY, JANUARY 14, 2016
ARTIFICIAL REEF PROJECT

At 2:00 P.M., January 14, 2016, in the presence of Paul Sweetser, Bob Cafarelli received and opened sealed bids for the creation of an Artificial Reef in the Sound off of Saquatucket Harbor. Bill Galvin and representatives from bidders were also present.

Five bids were received. Results of the bid opening from low to high were as follows:

Company Name	Bid Price
Robert B. Our , Co.	\$105,450
Coastline Consulting and Development, LLC	\$212,750
Donovan Custom Homes & Renovation	\$220,050
Francesco Demolition, Inc.	\$283,000
Tascon Corporation	\$336,000

The bids were taken under advisement for review by Town Staff and Division of Marine and Fisheries for subsequent recommendation to the Board of Selectmen for award of contract at a later date.

The bid opening was adjourned at 2:15 pm

Notes by: Bob Cafarelli, Town Engineer

COPY

OWNER-CONTRACTOR AGREEMENT

THIS AGREEMENT is made this 25 day of January, 2016, by the Town of Harwich, Massachusetts, hereinafter called the "Owner" and Robert B. Our Co., Inc. hereinafter called the "Contractor."

WITNESSETH, that the Owner and the Contractor for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK:

The Contractor shall furnish and install all labor and materials to move approximately 1000 square yards of demolition concrete material from Saquatucket Harbor property in Harwich to a designated artificial reef location in the Sound as outlined in a the Invitation for Bids, Instructions to Bidders, Bid Specifications, Plans, Permits, and any other related documents, prepared by the Town of Harwich.

ARTICLE 2. TIME OF COMPLETION:

The contractor shall commence work under this Contract on the date specified in the written "Notice to Proceed" from the Owner and shall bring the work to substantial completion before April 1, 2016.

ARTICLE 3. THE CONTRACT SUM:

The Owner shall pay the Contractor for the performance of the work, subject to additions and deductions by Change Order the Contract Sum of: \$105,450.00

ARTICLE 4. THE CONTRACT DOCUMENTS:

The following together with this Agreement form the Contract and all are as fully a part of the contract as if attached to this agreement or repeated herein: Invitation for Bids, Bidding Documents, Instructions to Bidders, Scope of Work, amendments, change orders, or other changes mutually agreed upon in writing; all applicable State laws, including but not limited to MGL Chapter 30, § 39M as amended, and MGL Chapter 149, §§ 26 and 27 (prevailing wages), municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the construction of the project; and the Contractor's Form of General Bid as accepted by the Town (including requirements of M.G.L. Chapter 149, sections 26-27 -- Prevailing Wage Rates).

ARTICLE 5. BONDS AND INSURANCE:

The contractor shall furnish insurance certificates, satisfactory to the Town, as proof of having met the requirements of Section 15, Instructions to Bidders.

ARTICLE 6. CONTRACT TERMINATION:

The Town may suspend or terminate this Contract by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement;
2. Violation of the provisions of this Agreement by the Contractor;
3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this contract.

ARTICLE 7. ASSIGNMENT:

The Contractor shall not make any assignment of this Contract without prior written approval of the Town.

ARTICLE 8. AMENDMENTS:

All amendments, change orders or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and the Contractor. Further, such amendments, change orders, or changes shall be in writing and signed by officials with authority to bind the awarding authority. Additionally, all amendments, change orders and changes shall be approved by the Town Accountant prior to execution by the awarding authority. No amendment, change order, or change to the contract provisions shall be made until after the written execution of the amendment, change order, or change to the Contract by both parties. All amendments, change orders and changes to this Agreement shall be in accordance with M.G.L. 30B, section 13.

ARTICLE 9. INDEMNIFICATION:

The Contractor hereby agrees to indemnify and hold harmless the Town from any and all claims, damages, losses and expenses (including attorney's fees) arising out of the performance of this Contract, when such claims, damages, losses and expenses are caused by the negligent acts, errors or omissions of the Contractor.

ARTICLE 10. APPROPRIATION:

This Agreement is subject to appropriation.

ARTICLE 11. DISCRIMINATION:

No person shall, on the grounds of race, color, national origin, sex or sexual preference, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any form.

The undersigned, Andrew Gould, in compliance with the Commonwealth of Massachusetts General Laws (Ter. Ed) Chapter 44, Section 31C, certifies that an appropriation in the amount required for this contract is available out of Account Number _____.

Andrew Gould, Finance Director/Town Accountant

CONTRACTOR:

THE TOWN:

Company Name: _____

Harwich Board of Selectmen

Signed By:

Title:

Date:

ATTEST:

Name: _____

Title: _____

INVITATION FOR BIDS
TOWN OF HARWICH

Sealed Bids for the creation of an artificial reef off the shore of Harwich in the Sound will be received at the Office of the Town Administrator, Town Hall, 732 Main Street, Harwich, MA 02645 until 2:00 p.m. prevailing time on Thursday, January 14, 2016 at which time and place said bids will be publicly opened and read aloud.

The scope of the work includes all labor and materials to move approximately 1000 cubic yards of demolition concrete material from Saquatucket Harbor property in Harwich to a designated artificial reef location in the Sound.

Bid security in the form of a bid bond, certified check, treasurer's or cashier's check, payable to the Town of Harwich, is required in a dollar amount of five (5) percent of the bid amount.

The Instructions to Bidders, Form of General Bid, Contract, Plans, Specifications, Performance and Payment Bond and other Contract Documents may be examined, and obtained from the Town of Harwich, Town Administrator's Office 732 Main Street, Harwich, MA 02645, Monday from 8:30 a.m. to 8:00 p.m. Tuesday through Thursday from 8:30 a.m. to 4:00pm. and Friday from 8:30 a.m. to 12:00 noon. To request mailing call (508) 430-7513.

All bids for this project are subject to applicable bidding laws of Massachusetts, including General Laws Chapter 149 and Chapter 30, Section 39M as amended. Wage rates are subject to the minimum wage rates as per M.G.L. Chapter 149, Section 26 to 270 inclusive.

The Successful Bidder must furnish a 100% Payment Bond with a surety company acceptable to the Owner. Complete instructions for filing Bids are included in the Instructions to Bidders.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays and legal Holidays excluded, after the opening of the bids. The Owner reserves the right to waive any informalities or to reject any or all bids

Christopher Clark

Town Administrator

Central Register: December 23, 2015

Chronicle: December 24, 2015

Posted: December 23, 2015

INSTRUCTIONS TO BIDDERS ARTIFICIAL REEF PROJECT, HARWICH

1. Receipt and Opening of Bids: The Town of Harwich herein called the Owner, will receive sealed Bids for the Artificial Reef Project, Harwich, 02645. Such Bids **submitted in duplicate** and addressed to the Office of the Town Administrator, Town Hall, 732 Main Street, Harwich, MA 02645 and endorsed "Artificial Reef Project" will be received at the Town Administrator's Office until 2:00OPM, Thursday, January 14, 2016, at which time and place said bids will be publicly opened and read aloud. Any bid may be withdrawn prior to the above scheduled time for the opening of the bids or authorized postponement thereof. Any bid received after the time and date specified will not be considered. The bidder agrees that this bid shall be good and may not be with-drawn for a period of 30 days, Saturdays, Sundays and legal Holidays excluded, after the opening of bids.

2. Location and Work to be Done

The general characteristics and principal details of the work are as shown on the attached plans. The Contractor shall furnish all labor, services, materials, equipment plant, machinery, apparatus, appliances, tools, supplies and all other things necessary to do all work required for the completion of the Work and as herein specified. The Work to be done and paid for under any item shall not be limited to the exact extent mentioned or de-scribed but shall include all incidental work necessary or customarily done for the completion of that item.

The Contractor shall furnish all labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies and all other things necessary to do all work required for the completion of each item of the work and as herein specified.

3. Minimum Criteria/Ability and Experience of Bidder. No award will be made to any bidder who cannot satisfy the Town that he/she has sufficient ability and experience in this class of work and sufficient capital and plant to enable him/her to prosecute and complete the work successfully within the time named. The Town's decision or judgment on these matters will be final, conclusive and binding.

Therefore, in addition to the price bid, the Form of General Bid shall include documentation to establish that the bidder meets the following minimum criteria:

1. Insurance as specified in Section 15.
2. Schedule for completion of the project as specified in Sections 8 and 14.

4. Conditions of Work. Each bidder must inform him/herself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to

do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract.

5. Security for Faithful Performance. Bidders must furnish along with Form of General Bid a Bid Bond in the sum of five percent (5%) of the total bid. Bonds furnished must be with a surety company acceptable to the Town. A Payment Bond in the amount of the bid will be required of the successful bidder.

6. Laws and Regulations. The Contractor shall abide by all applicable state laws, municipal by-laws, and the rules and regulations of all authorities having jurisdiction over the construction of this project, and shall be deemed to be included in the contract the same as though herein written out in full.

In particular, this contract is subject to M.G.L. c. 30:

Method of Payment to Subcontractors
G.L. c. 30, §39F (a) through (i)

Method of Payment to Contractors
G.L. c. 30, §39K

Differing Site Conditions
G.L. c. 30, §39N

Suspension of Work
G.L. c. 30, §39O

Prompt Decisions
G.L. c. 30, §39P

Records of Contractor
G.L. c. 30, § 39R

7. Liquidated Damages for Failure to Initiate Work Contracted. The successful bidder, upon his failure to initiate work as specified in the Notice to Proceed or to deliver the required Bonds within 10 days after he/she has received Notice to Proceed, shall forfeit to the Town, as liquidated damages for such failure or refusal, a portion of security deposited with his/her bid, but the amount forfeited shall not exceed the difference between his/her bid and the bid price of the next lowest responsible and eligible bidder. On case of death, disability, bonafide clerical or mechanical error of a substantial nature, or other similar unforeseen circumstances affecting the bidder, his/her bid deposit will be returned.

8. Site Disruption. The site is Saquatucket Harbor. Efforts should be made to minimize disruption of the normal operation of the area.

9. Obligation of Bidder. At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to his bid.

10. Information Not Guaranteed. All information given in the Contract Documents relating to existing conditions is from the best sources at present available to the Town of Harwich. All such information is furnished only for the information and convenience of bidders and is not guaranteed. It is agreed and understood that the Town does not warrant or guarantee that the existing conditions encountered during construction will be the same as those indicated in the Contract Documents.

It is further agreed and understood that no bidder or contractor shall use or be entitled to use any of the information made available to him or obtained in any manner on a basis of or ground for any claim or demand against the Town arising from or by reason of any variance which may exist between the information made available and the conditions, actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

11. Return of Bid Security. Each bid must be accompanied by a certified check, a bid bond, cash, a treasurer's or cashier's check, payable to the Town, in the amount of five percent (5%) of the total bid. Such checks will be returned to all except the three lowest responsible and eligible bidders within five days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids and the remaining checks will be returned promptly after the Town and the accepted bidder have executed the Contract; or, if no Contract has been executed, within 30 days, Saturdays, Sundays, and holidays excluded, after the date of the opening of the bids.

12. Right to Reject Bid. The Town may consider informal any bid not prepared and submitted in accordance with the provisions contained herein and may waive any informalities or reject any and all bids, should the Town deem it to be in the public interest to do so.

The Town may also reject bids which, in its sole judgment, are incomplete, conditional, obscure or not responsive or which contain additions not called for, erasures not properly initialed, alterations, or similar irregularities, or the Town may waive such omissions, conditions or irregularities.

13. Contractor Records. The successful bidder shall comply with the provisions of MGL Chapter 30, § 39R, concerning Contractor records.

14. Time for Completion. The bidder must agree to commence work on or before a date to be specified in the written "Notice to Proceed" from the Town and the Form of General Bid shall include a determination of the length of time to complete the project after receipt of "Notice to Proceed." It is the intent of the Town to have the project completed as

soon as practicable, but realizes weather may be a factor in the successful completion of this project. **Completion date to be no later than April 1, 2015.** Liquidated damages in the amount of \$500 per day will be charged unless the Town approves reasons for delayed completion.

15. Insurance. The successful bidder shall carry and maintain in effect during the term of the contract the following kinds and minimum amounts of insurance. Such insurance shall cover claims and suits which arise out of or result from the contractor's execution of the contract work.

Worker's Compensation: as required by the Worker's Compensation Laws of the Commonwealth of Massachusetts and, in conjunction therewith, Employer's Liability with a minimum limit of \$500,000

Comprehensive General Liability: including, but not limited to, Bodily Injury, Personal Injury and Property Damage Liability, Full Contractual Liability and liability arising from Explosion, Collapse and Underground Damage and all other application insurance necessary to carry out the contractual obligation to proceed under the contract. Minimum limit of liability is \$1,000,000 as required by the Town of Harwich's insurance carrier.

Automobile Bodily Injury and Property Damage Liability: for all owned, non-owned and hire vehicles operated in connection with the performance of the contract. Minimum limits of liability:

Bodily Injury :	\$1,000,000
Property Damage:	\$250,000

Certificate of Insurance: Prior to beginning work under the contract, the selected contractor shall furnish the Town a Certificate of Insurance naming the Town as a Certificate holder, acceptable to said Town evidencing the existence of the foregoing insurance coverages. Such Certificate also shall provide that the Town will be notified at least 30 days in advance of the cancellation or non-renewal of any insurance covered by the Certificate.

16. Award of Contract. In reviewing submitted bids, the Town will look for the bidder who meets the minimum criteria and submits the most advantageous price bid. If it is deemed in the best interests of the Town, all bids may be rejected and a further solicitation conducted.

17. Wage Rates. Prevailing wage rates as determined by the Commissioner of the Department of Labor and Industries under the provisions of M.G.L. c. 149, §26-27G, as amended, are a part of this project. It is the responsibility of the contractor, before bid opening, to request, as necessary, any additional information on prevailing wage rates for those trades people who may be employed for the proposed work under this contract. State schedules of prevailing wage rates are attached to this request for bids.

**SCOPE OF WORK
ARTIFICIAL REEF PROJECT
HARWICH, MASSACHUSETTS**

Furnish and install all labor and materials to move approximately 1000 square yards of demolition concrete material from Saquatucket Harbor property in Harwich to a designated artificial reef location in the Sound as outlined on the plans and specifications.

1. Grub bank and construct an equipment ramp:
There is a 4' to 5' grade difference from the lot that the concrete demolition material is stockpiled to the parking area for Saquatucket Harbor. An access ramp must be created for the heavy equipment to move the material from the lot to the loading area adjacent to the Harbor. The bank is to be grubbed and the ramp created with clean gravel material. Surface of ramp to be material capable of compaction sufficient for heavy equipment to traverse ramp with heavy loads.
2. Transport concrete rubble from stock piled area to loading area adjacent to Harbor, approximately 800 feet.
3. Load concrete rubble from loading area on to a barge in the Harbor.
4. Tow barge to Nantucket Sound and unload concrete at designated location approximately 2.8 miles south of Saquatucket Harbor in the Sound. Material to be deposited randomly on seafloor in discrete piles between 3' and 6' in elevation as designated by the permit, within a marked area, with no material greater than 6' in height off the bottom.
5. Repeat (# 1,2,3) until approximately 1000 cubic yards of concrete demolition disposed of at designated reef site.

**FORM OF GENERAL BID
ARTIFICIAL REEF PROJECT**

The undersigned proposes to provide for the **construction of an artificial reef in the Sound at a designated area 2.8 miles south of Saquatucket Harbor, Harwich, MA 02645** in accordance with the Invitation for Bids, Instructions to Bidders, Bid Specifications and any other related documents, for the contract price specified below:

Item #	Brief Description and Lump Sum Price in Words	Bid in Figures
1	Mobilization/ Demobilization	\$ _____ dollars
2	Grub bank and construct an equipment ramp	\$ _____ dollars
3	Move approximately 1000 cubic yards of concrete rubble	\$ _____ dollars
4	Load approximately 1000 cubic yards of concrete rubble on a barge	\$ _____ dollars
5	Tow barge to Nantucket Sound and unload concrete at designated location until all material deposited	\$ _____ dollars
6	Cleanup staging areas	\$ _____ dollars

TOTAL OF BID

The computed contract price for all Items inclusive is:

\$ _____ Dollars and _____ cents

The undersigned shall provide the following with this Form of General Bid:

- A Bid Bond in the sum of five percent (5%) of the total bid.
- Acknowledgement of Addendums, if any
- Tax Compliance Certification (attached)
- Non-Collusion Certification (attached)

The undersigned agrees that, if he is selected as a general contractor, he will within ten days, Saturdays, Sundays, and legal holidays excluded after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid.

BY: _____
Signature Date

Type or Print Name Title

CERTIFICATE OF NON-COLLUSION

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

(Signature of individual signing bid or proposal)

(Name of Company)

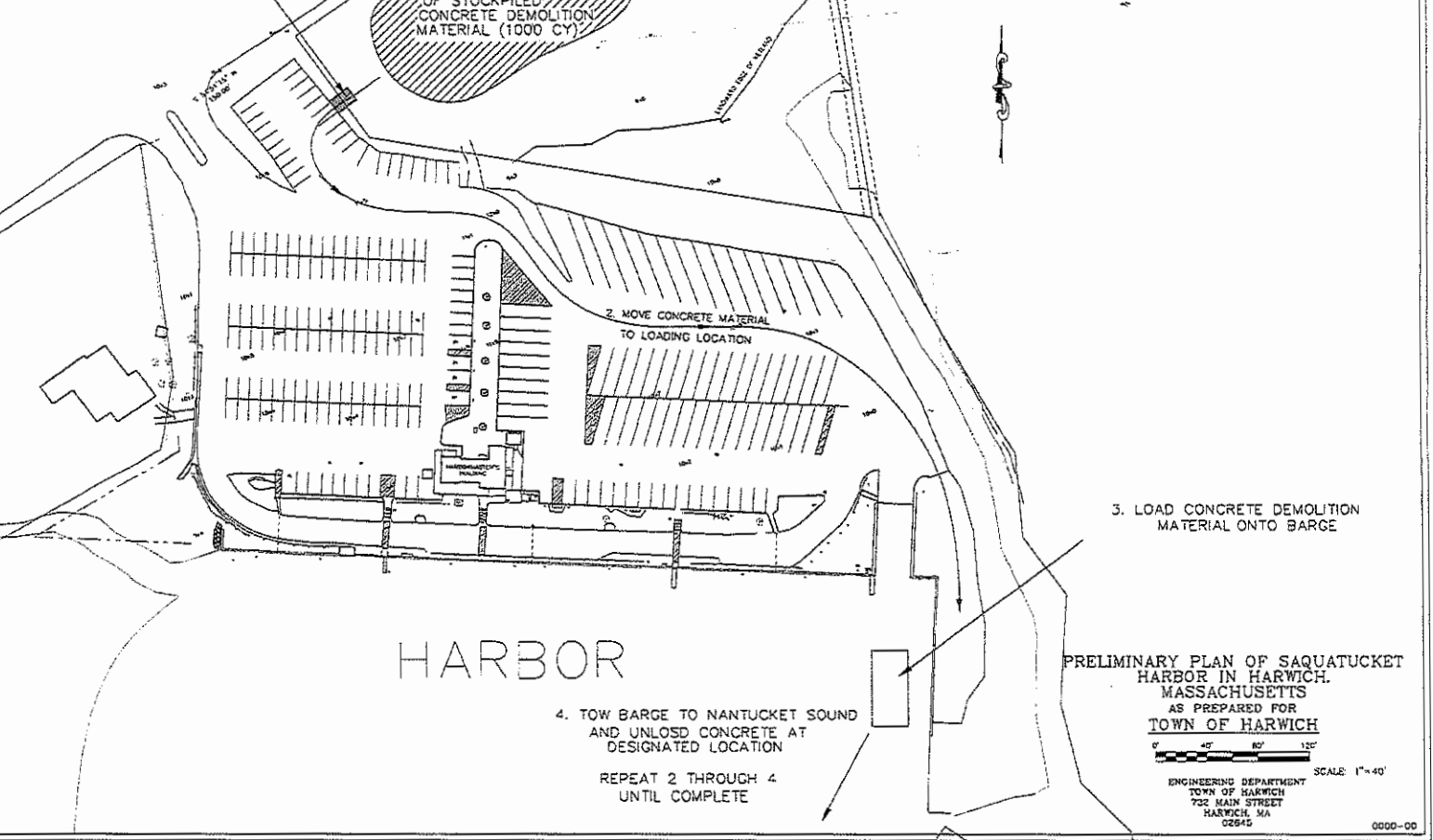
STATEMENT OF TAX COMPLIANCE

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to my knowledge and belief, have complied with all laws of the Commonwealth of Massachusetts relating to taxes.

Social Security or Federal
Identification Number

Signature of individual
signing bid or proposal

APPENDIX A
SAQUATUCKET SITE PLAN



!ARE OR

4. TOW BARGE TO NANTUCKET SOUND
AND UNLOSD CONCRETE AT
DESIGNATED LOCATION

REPEAT 2 THROUGH
UNTIL COMPLETE

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CACUVII A. 5 15 A CC.P.LACCA? C? PLANS 153EIVEEET
ROQ USE AS 55E001544ZASH 05 54154 REGANDS
TO THE 2,994.919147T 906411105 h DOWNEY 55560555

APPENDIX B

ARTIFICIAL REEF DESIGNATED LOCATION.

Figure 8. Location of proposed reef site.

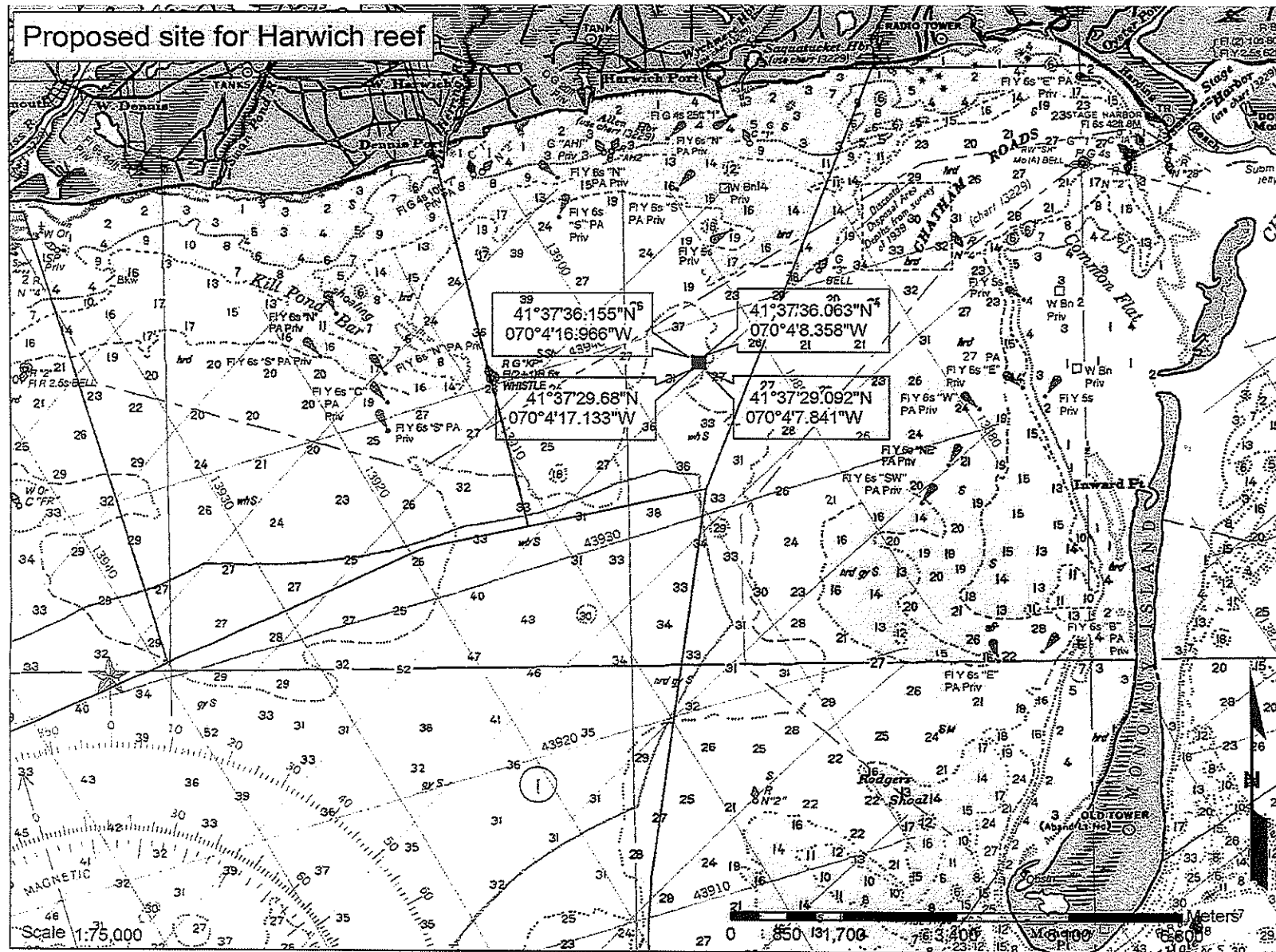
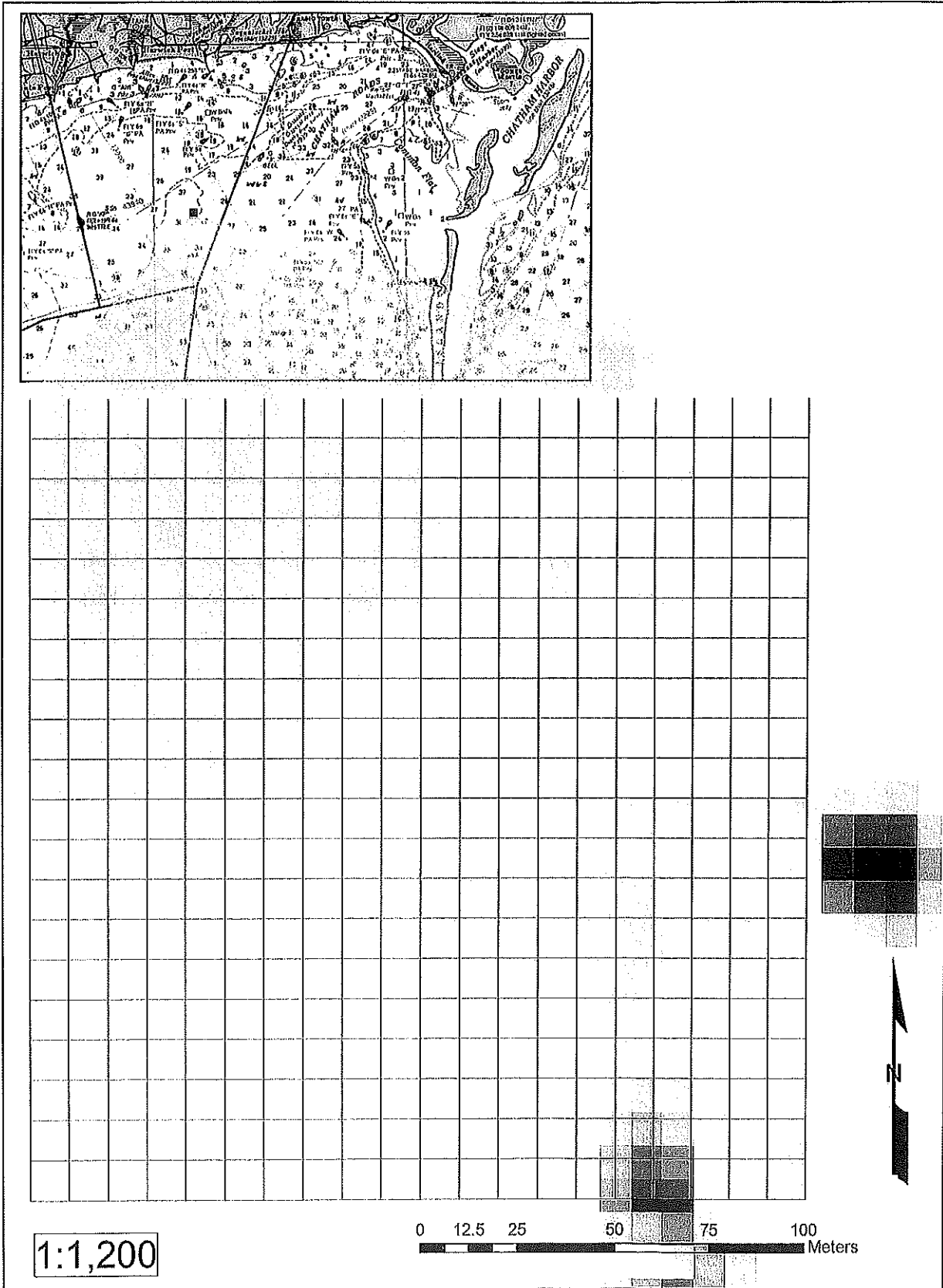
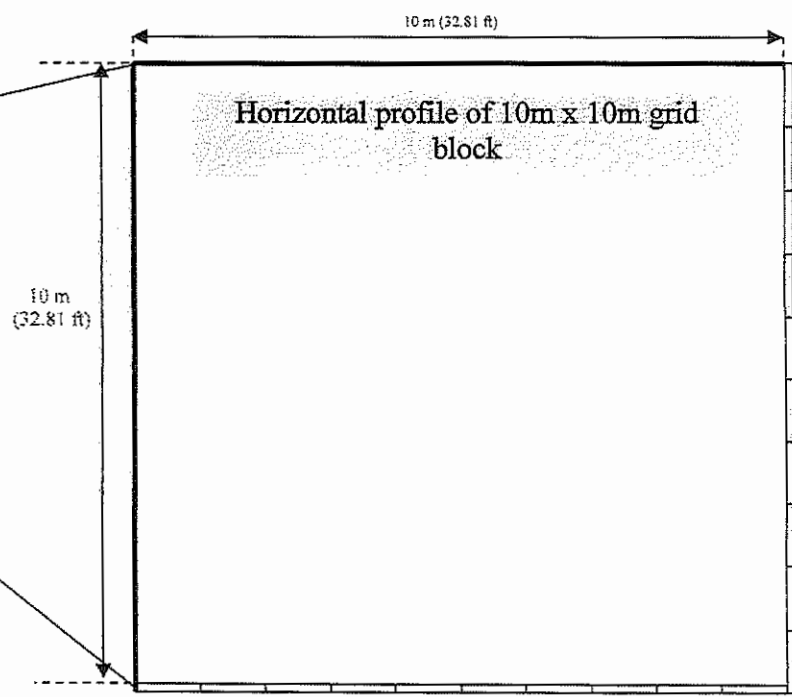
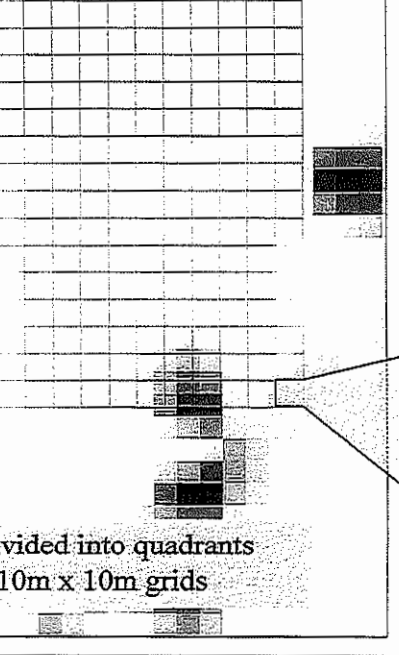


Figure 9. Harwich site divided into quadrants containing 10m x 10m grids.

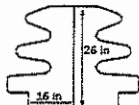
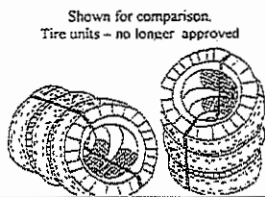


Total	9.88	400.00	152.00	3.26	1.11
One 10m x 10m block = 100m ² = 0.0247 acres					
1:2 ratio for dispersion of material based on study by Hueckel et al. (1989).					

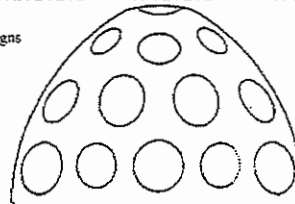
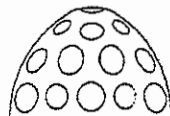


24 ft depth
vertical
clearance
MLLW

6 ft max ht
off bottom
for
materials



Examples of prefabricated designs



Seafloor

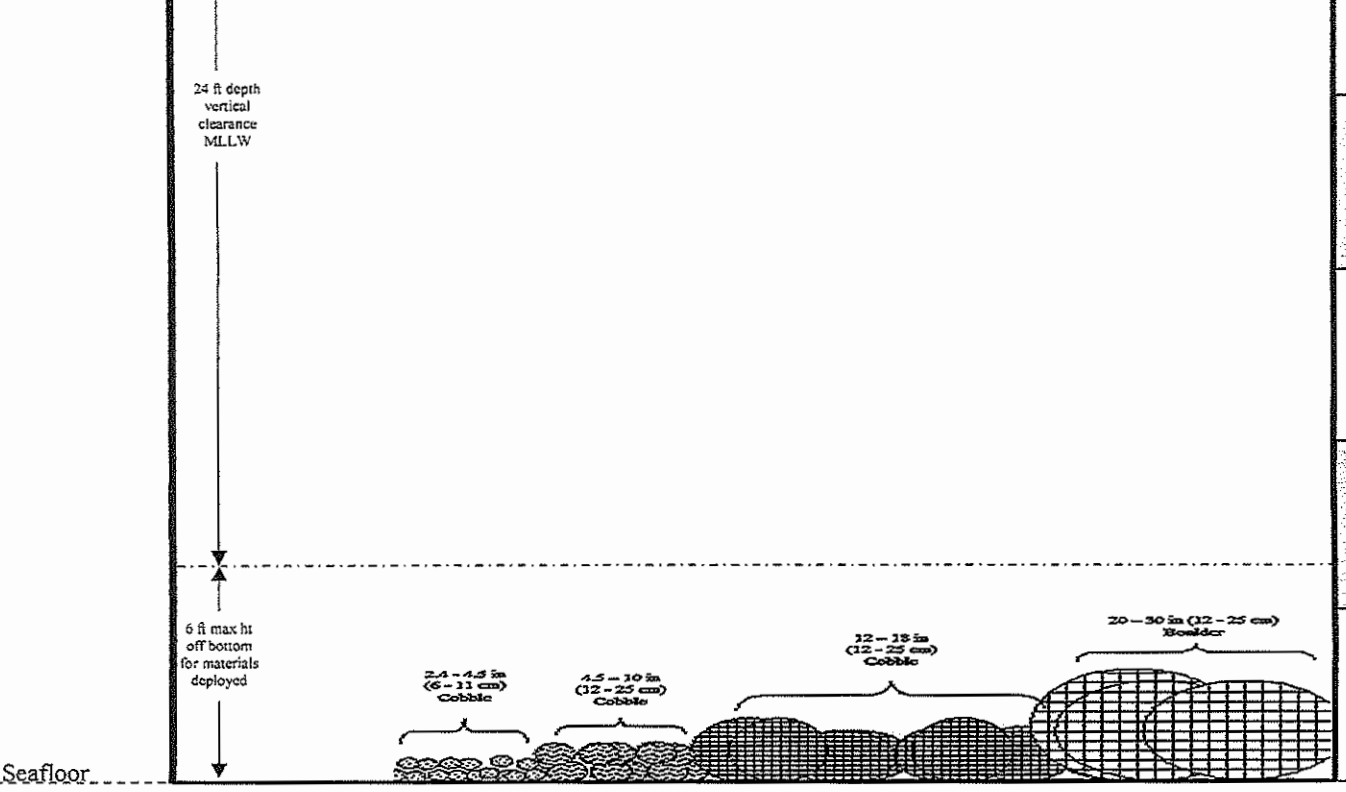
Prefabricated reef units not drawn to scale. Actual prefabricated material sizes can vary. Prefabricated unit images represent examples of different reef material options and are not an endorsement of any particular product or manufacturer.



page 20 of 21

DO 00
OOOOO

Prefabricated reef units not drawn to scale, Actual prefabricated material sizes can vary. Prefabricated unit images represent examples of different reef material options and are not an endorsement of any particular product or manufacturer.



Materials not drawn to scale. Actual material sizes will vary. Material images represent examples of different reef material options and are not an endorsement of any particular manufacturer.



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seafloor

n5',CE,12'

Materials not drawn to scale. Actual material sizes will vary. Material images represent examples of different reef material options and are not an endorsement of any particular manufacturer,

Figure 14. Example of random dispersion of designed reef structures within a 10m x 10m grid using a 1:2 ratio of new materials to existing bottom.

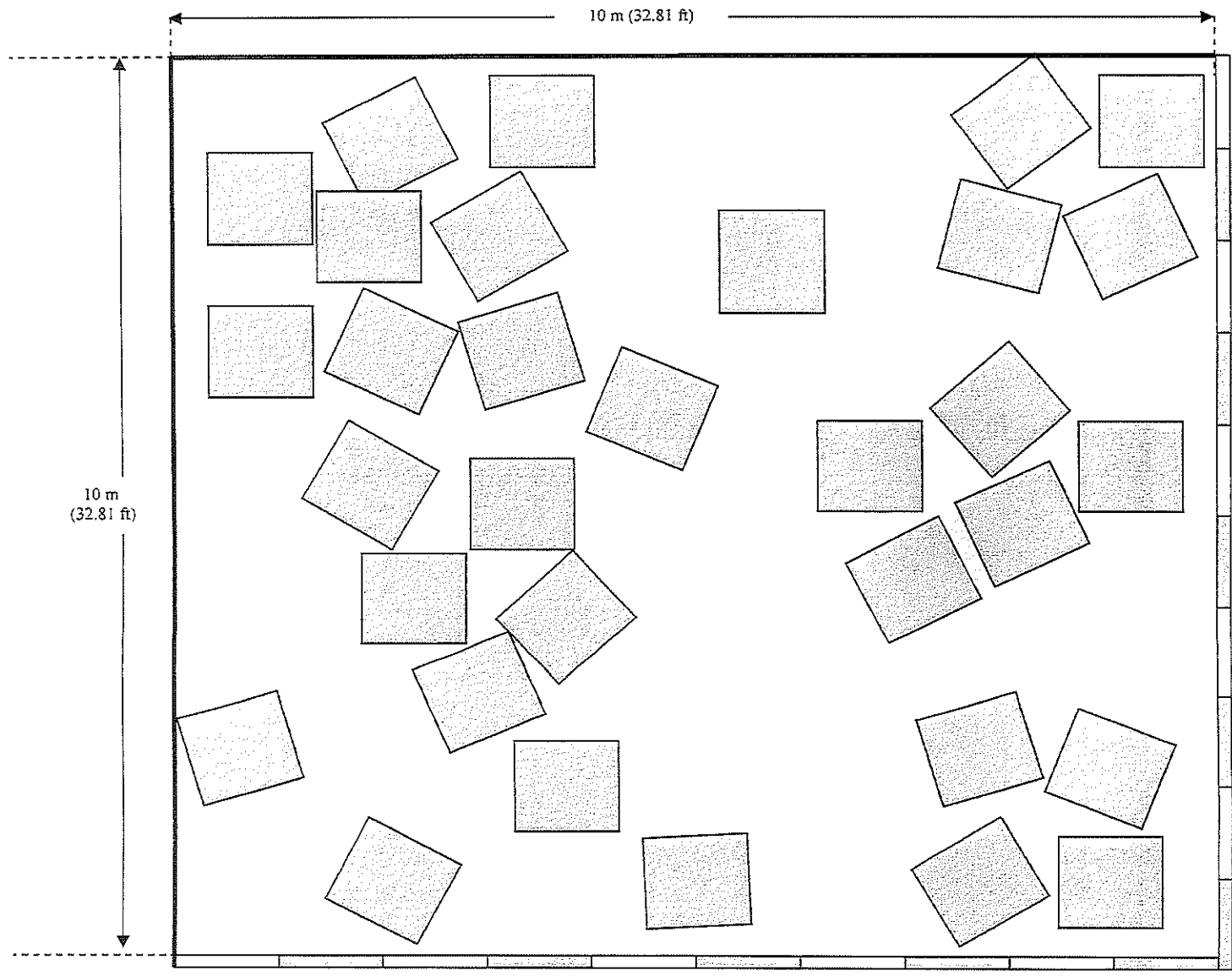
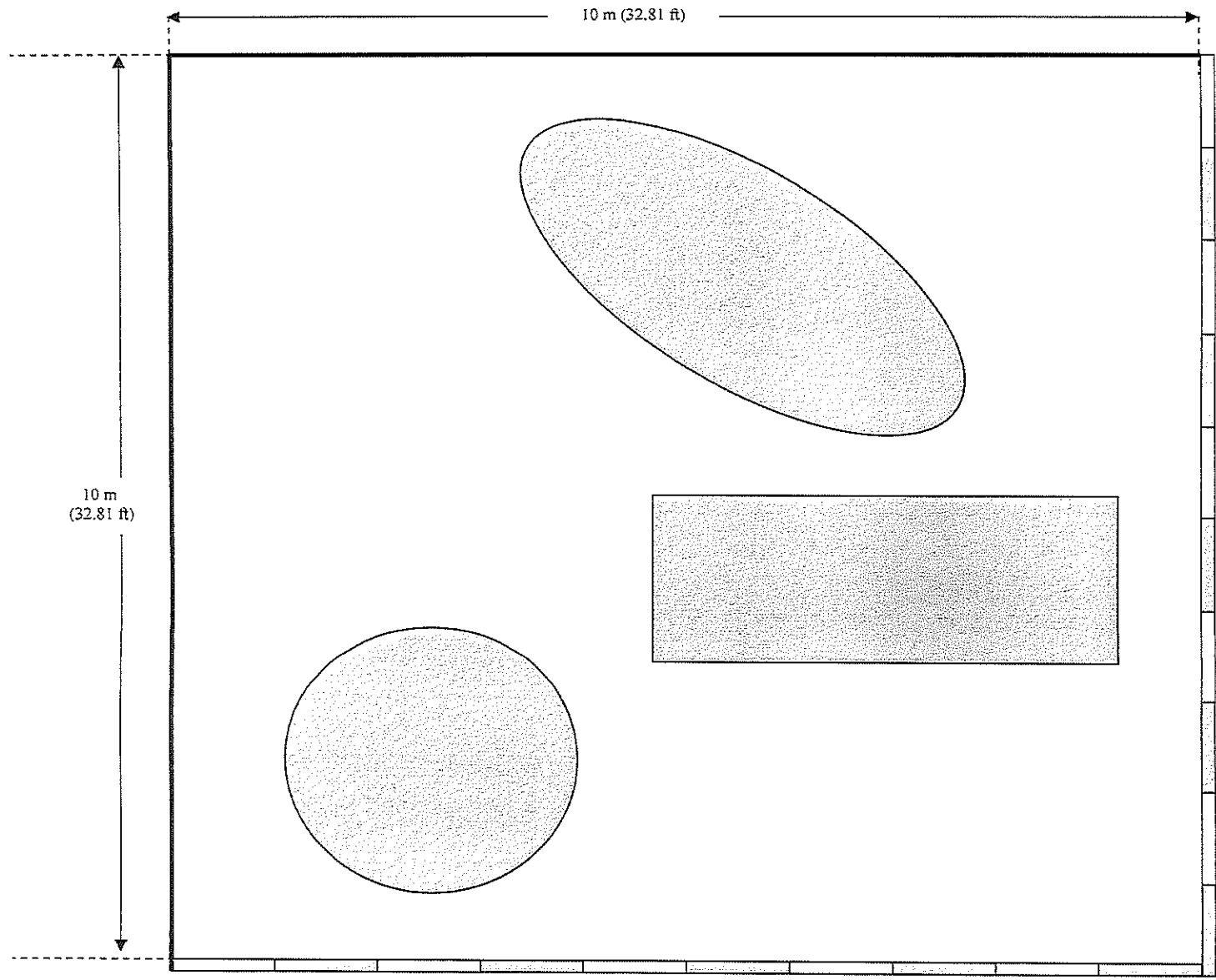
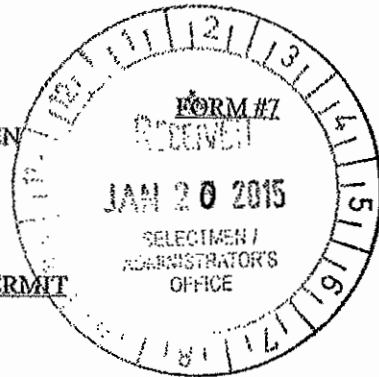


Figure 16. Example of random dispersion of consolidated materials within a 10m x 10m grid using a 1:2 ratio of new materials to existing bottom.





OFFICE OF THE SELECTMEN
 732 MAIN STREET
 HARWICH, MA 02645
 Telephone: (508) 430-7513



APPLICATION FOR LICENSE/PERMIT

PLEASE CHECK

ROAD RACE CRAFT FAIR OTHER

IN ACCORDANCE WITH THE PROVISIONS OF THE STATUTES RELATING THERETO, APPLICATION AS STATED ABOVE IS HEREBY MADE BY:

NAME OF BUSINESS B.A. Event Promotions PHONE 617-625-2140

BUSINESS ADDRESS 133 Walnut St., #3, Somerville, MA 02145

MAILING ADDRESS P.O. Box 2184, Hyannis, MA 02601-2184

PLEASE STATE THE PURPOSE FOR WHICH LICENSE/PERMIT IS REQUESTED _____

Harwich Cranberry Harvest Half Marathon and 10K Road Races

DESCRIPTION OF ROAD RACE/CRAFT FAIR/OTHER EVENT TO BE LICENSED, PLEASE LIST DATE, TIME, LOCATION/ROUTE, ETC.

DATE Sunday, October 2nd, 2016

TIME 10K race starts at 11:30 AM; Half marathon starts at 12 noon

ROUTE/LOCATION Start/Finish at Monomoy Regional High School entrance driveway. 10K proceeds on Oak St. to Queen Anne Rd. to Depot Rd. to Old Colony Rail Trail to Oak St. Half marathon proceeds on Oak St. to Main St. to Pleasant Lake Ave. to Har-Woods Ave. to Oak St. to Queen Anne Rd. to Depot Rd. to Uncle Venie's Rd. to Old Wharf Rd. to Julien Rd. to Rte. 28 to Gorham Rd. to Hoyt Rd. to Miles St. to Wyndemere Ave. to Lower County Rd. to Earle Rd. to Rte. 28 to Lothrop Ave. to Cape Cod Rail Trail to Old Colony Rail Trail to Oak St.
 (please use reverse side if necessary)

Lawrence P. Cole
 Signature of Applicant

Assistant to the Race Director
 Title

 Social Security Number of Federal Identification Number
B.A. Event Promotions
 Signature of Individual or Corporate Name

 Tax Exempt ID (for non-profit organizations)
Paul Collyer
 By Corporate Officer (if applicable)

REGULATORY COMPLIANCE FORM

THE EVENT(S) TO BE LICENSED AS DESCRIBED HEREIN HAVE BEEN REVIEWED AND APPROVED BY:

Kiri Adams 12/18/15
Police Department Date

Building Commissioner Date

Recreation & Youth Commission Date

Board of Health Date
[Signature] 01/19/2015
Fire Department Date

***Required signatures are to be obtained by the Applicant prior to submission of application with the Selectmen's Office.

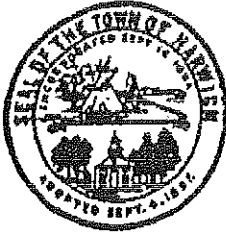
For Office Use Only

FEE _____ CASH _____ CHECK _____

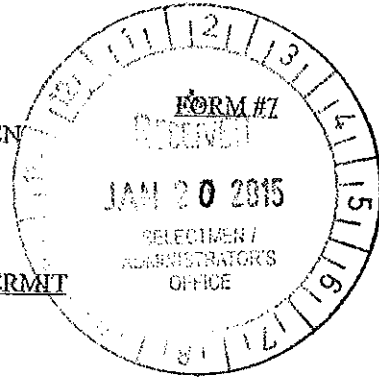
FOR _____

REVIEWED BY _____

DATE LICENSE ISSUED _____



OFFICE OF THE SELECTMEN
 732 MAIN STREET
 HARWICH, MA 02645
 Telephone: (508) 430-7513



APPLICATION FOR LICENSE/PERMIT

PLEASE CHECK

ROAD RACE CRAFT FAIR OTHER

IN ACCORDANCE WITH THE PROVISIONS OF THE STATUTES RELATING THERETO, APPLICATION AS STATED ABOVE IS HEREBY MADE BY:

NAME OF BUSINESS B.A. Event Promotions PHONE 617-625-2140

BUSINESS ADDRESS 133 Walnut St., #3, Somerville, MA 02145

MAILING ADDRESS P.O. Box 2184, Hyannis, MA 02601-2184

PLEASE STATE THE PURPOSE FOR WHICH LICENSE/PERMIT IS REQUESTED

Harwich Cranberry Harvest Half Marathon and 10K Road Races

DESCRIPTION OF ROAD RACE/CRAFT FAIR/OTHER EVENT TO BE LICENSED, PLEASE LIST DATE, TIME, LOCATION/ROUTE, ETC.

DATE Sunday, October 2nd, 2016

TIME 10K race starts at 11:30 AM; Half marathon starts at 12 noon

ROUTE/LOCATION Start/Finish at Monomoy Regional High School entrance driveway. 10K proceeds on Oak St. to Queen Anne Rd. to Depot Rd. to Old Colony Rail Trail to Oak St. Half marathon proceeds on Oak St. to Main St. to Pleasant Lake Ave. to Har-Woods Ave. to Oak St. to Queen Anne Rd. to Depot Rd. to Uncle Venie's Rd. to Old Wharf Rd. to Julien Rd. to Rte. 28 to Gorham Rd. to Mt Rd. to Miles St. to Wyndemere Ave. to Lower County Rd. to Earle Rd. to Rte. 28 to Lothrop Ave. to Cape Cod Rail Trail to Old Colony Rail Trail to Oak St.

(please use reverse side if necessary)

Lawrence P. Cole

Signature of Applicant

Assistant to the Race Director

Title

Social Security Number or Federal Identification Number

B.A. Event Promotions

Signature of Individual or Corporate Name

Tax Exempt ID (for non-profit organizations)

Paul Collyer

By Corporate Officer (if applicable)

*****REGULATORY COMPLIANCE FORM*****

THE EVENT(S) TO BE LICENSED AS DESCRIBED HEREIN HAVE BEEN REVIEWED AND APPROVED BY:

Kiri Adine 12/18/15
Police Department Date

Building Commissioner Date

Recreation & Youth Commission Date

Board of Health Date
[Signature] 01/19/2015
Fire Department Date

***Required signatures are to be obtained by the Applicant prior to submission of application with the Selectmen's Office.

For Office Use Only

FEE _____ CASH _____ CHECK _____

FOR _____

REVIEWED BY _____

DATE LICENSE ISSUED _____

NUMBER

16-12

THE COMMONWEALTH OF MASSACHUSETTS

FEE

\$ 100.00

TOWN OF HARWICH

This is to Certify that

Joseph D. Lang d/b/a All Out Performance

NAME

136 Factory Road, Harwich

ADDRESS

IS HEREBY GRANTED A LICENSE

For

Auto Class IV – Vehicle Repairman

This license is granted in conformity with the Statutes and ordinances relating thereto, and expires **January 1, 2017** unless sooner suspended or revoked.

LICENSING AUTHORITIES:

Date: _____

**LEGAL NOTICE
TOWN OF HARWICH
REQUEST FOR PROPOSALS
CRANBERRY VALLEY GOLF COURSE
LEASE OF RESTAURANT AND BAR CONCESSION**

The Town of Harwich is seeking sealed proposals under Chapter 30B, Massachusetts General Laws, for Restaurant and Bar Concession at the Cranberry Valley Golf Course 183 Oak Street, Harwich, Massachusetts. The initial term of lease will be three (3) years with the option for two, one year extensions at the exclusive option of the Town to offer such extension(s).

The site to be leased is the portion of the building designated as the Kitchen, Bar, and Inside Dining Area. It contains approximately 1,800 square feet of area (including storage area). The estimated value of leased property is \$120,000.

The Instructions to Bidders, Form of General Bid, Contract, Specifications, and other Contract Documents may be obtained from the Town of Harwich, Town Administrator's Office, 732 Main Street, Harwich, MA 02645 Monday from 8:30 a.m. to 8:00 p.m. Tuesday through Thursday from 8:30 a.m. to 4:00 p.m. and Friday from 8:30 a.m. to 12:00 noon. To request mailing call (508) 430-7513. Proposals may be submitted until **2:00 PM on Thursday, January 7, 2016**, at which time all bid proposals will be publicly opened. All proposals to be in duplicate and placed in one (1) sealed envelope clearly marked: "PROPOSAL RESTAURANT & BAR CONCESSION, CRANBERRY VALLEY GOLF COURSE NON PRICE PROPOSAL" and one (1) sealed envelope clearly marked: "PROPOSAL RESTAURANT & BAR CONCESSION, CRANBERRY VALLEY GOLF COURSE PRICE PROPOSAL."

The Harwich Golf Committee or its designee(s) will evaluate the proposals, on or before **January 22, 2016** and shall make a recommendation to the Harwich Board of Selectmen, as the Awarding Authority. The award shall be subject to successful negotiation of the lease.

The Town of Harwich reserves the right to reject any and all proposals when it is deemed to be in the best interest of the Town.

Mr. Christopher Clark
Town Administrator

The Cape Cod Chronicle: **December 10, 2015 and December 17, 2015**

SECTION III

TERM OF LEASE

The term of the lease is three years, with the option of two one year extensions commencing on April 1, 2016 and expiring March 31, 2019. The Town shall have the option, to be exercised at the Town's sole discretion, to extend the lease for an additional one year period, up to a maximum of two years.

SECTION IV

KEY DATES FOR THIS PROPOSAL

The purpose of this section is to communicate in this proposal that the Town has a realistic idea for the implementation of this agreement. These dates should be considered a necessary component for compliance for this RFP. All responsive proposals must comply with the end date.

DATE: December 10, 2015 and December 17, 2015, Advertised

DATE: Proposals are due no later than 2:00 p.m. on January 7,
2016 in the Office of the Selectmen

DATE: February 15, 2016 Award to bidder

DATE: Starting Date: April 1, 2016

SECTION V

PROPOSAL INSTRUCTIONS

A. INSTRUCTIONS

1. Attention of all vendors is directed to Chapter 30B of the General Laws of the Commonwealth of Massachusetts and to all other applicable sections of the General Laws as most recently amended which govern the award of this contract.
2. All proposals shall be submitted to the Town Administrator, Harwich Town Hall, 732 Main Street, Harwich, Massachusetts 02645 on or before the date and time stated in the Legal Advertisement.
3. All proposals must be submitted in **duplicate** and placed in one (1) sealed envelope clearly marked: "PROPOSAL RESTAURANT & BAR CONCESSION, CRANBERRY VALLEY GOLF COURSE NON PRICE PROPOSAL" and one (1) sealed envelope clearly marked: "PROPOSAL RESTAURANT & BAR CONCESSION, CRANBERRY VALLEY GOLF COURSE PRICE PROPOSAL." Proposals must be received per the time frame outlined in the Legal Advertisement. It is the sole responsibility of the vendor to insure that the proposal arrives on time and at the designated place.
4. Proposals shall provide all the information required in this Request for Proposals

SECTION VI

PROPOSAL REQUIREMENTS

A. MINIMUM REQUIREMENTS

The evaluation committee shall recommend to the Town Administrator to reject proposals which do not meet the following certain minimum requirements.

1. A minimum of three years experience in the restaurant business is required.
2. While it is permissible for the successful vendor to establish a separate business entity to operate at Cranberry Valley, it is highly desirable that the proposal be submitted by a party or parties related to an established corporation, partnership or firm who normally furnish such services as the principal business for which the corporation or firm is formed. A description of the firm including a list of clients (does not have to be complete list; sample is acceptable) and number of employees is required. If a corporation, please provide a Corporation Resolution Letter. (G).
3. If known at this time, the vendor should provide a list of the names and titles of personnel who will be assigned to represent the vendor.
4. The proposal must be signed by an agent of the company who has the authority to bind the company to a firm bid price.
5. The vendor must complete the attached Exhibits A through K.
6. Two current letters of recommendation regarding restaurant experience are required.

B. TECHNICAL SCOPE OF SERVICES

Vendor will operate and maintain a high standard of quality Food and Beverage and Liquor Service at the Cranberry Valley Golf Course, Oak Street, Harwich, MA. The main responsibility is to service the golfers playing at the facility. Vendor must demonstrate an ability to meet and maintain BOH /MDPH standards for food service permits.

It is a requirement of the Food and Bar Concession to be open for business seven (7) days a week in accordance with the following schedule:

	FOOD SERVICE	BEVEARGE SERVICE
April:	7:30 a.m. until 2:00 p.m.	until 3:00 p.m.
May :	6:30 a.m. until 2:00 p.m.	until 5:00 p.m.
June- August :	5:30 a.m. until 4:00 p.m.	until 8:00 p.m.
September:	6:30 a.m. until 4:00 p.m.	until 4:00 p.m.
Oct.- Nov.:	7:00 a.m. until 2:00 p.m.	until 2:00 p.m.

C. FINANCIAL SCOPE

The successful vendor will be required to provide a security deposit of cash or performance bond in the amount of \$5000 at the time that the lease is signed. With the non-price proposal, evidence must be submitted that the Performance Bond in that amount can be provided to the Town.

All vendors must complete and submit the Lease Payment Form shown as Exhibit A in this package.

Only the price proposal should include the specific information concerning the compensation the Town will receive from the vendor.

D. NON-PRICE PROPOSAL

All vendors must supply each of the following items and clearly structure and label the Proposal as outlined in Exhibit B:

1. Cover letter including the name of Agency/Firm, address and telephone number signed in ink by someone authorized to sign such documents.
2. Provide current Personal and Business Financial Statements (Current Balance Sheet and Income Statement). Provide Personal and/or Corporate Tax Returns, as applicable for the three – (3) most recent years. In respect of confidentiality, this may be submitted (1 copy) in a separate envelope which; although will be part of the proposal, would be kept in a separate file.
3. Submit résumés for all principals.
4. Submit a Disclosure Statement for Acquisition or Disposition of Real Property (Exhibit J).

E. ADDITIONAL NARRATIVE INFORMATION

1. The results of a Member Survey, discussion at public meetings and discussions with both Members and transient players suggest that an optimum menu should consist of several (perhaps no more than 6) standard menu items for breakfast and for lunch, supplemented by daily specials. Regarding breakfast items, standard egg and pancake items should be augmented by coffee, pastry and a “Grab ‘n Go” breakfast sandwich. Lunch menu items should range from burgers and hot dogs to sandwiches, salads and soups. Special attention must be paid to a “Grab ‘n Go” selection of wraps, sandwiches (in both large and small sizes) and other appropriate items designed to facilitate an expedited food option as golfers move from the 9th to the 10th holes. Vendors should submit proposed menus including daily offerings to golfers and others and tournaments/special menus demonstrating the vendors focus on providing fresh, healthy and quality food along with excellent service to all customers in a way that adds to the overall

Comparative Evaluation Criteria

2. Years of Experience

The applicant should demonstrate in the proposal the history of its experience. Clearly define and qualify the experience the company has in the food and bar service business, including, but not limited to golf course operations.

Not advantageous – less than three (3) years experience in managing and providing food and bar service.

Advantageous – between three (3) and seven (7) years experience in managing and providing food and bar service.

Highly Advantageous – eight (8) or more years experience in managing and providing food and bar service.

3. **Financial Capability**

Not Advantageous – applicant with clear and complete financial reports demonstrating its ability to provide the required \$5000 Cash or Performance Bond, but some reservations exist.

Advantageous – applicant with clear and complete financial reports demonstrating its ability to provide the required \$5000 Cash or Performance Bond, without highly leveraging self.

Highly Advantageous - applicant with clear and complete financial reports demonstrating its ability to provide the required \$5000 Cash or Performance Bond, and with cash reserves sufficient to meet unforeseen events.

4. Response to Scope of Services (Section VI – B)

Not Advantageous – proposal is vague; Town is unable to determine if it is consistent with expressed needs or project intent. No specific response to the requirement of Principal on site as outlined in RFP.

Advantageous – proposal is adequate, appeared consistent with project intent and responded to needs expressed by the Town in all areas, but response regarding the status of the Principal on site, as required in the RFP, is vague, misleading or incomplete.

Highly Advantageous – Proposal was very thorough, appeared consistent with project intent, and responded to needs expressed by the Town in all areas. Principal will meet the stated onsite requirements as outlined in the RFP.

SECTION VIII INSURANCE AND INDEMNITY

The Concessionaire shall hold harmless the Town from and against all loss or damage occasioned by the use or misuse of the premises, and will include indemnity against all reasonable costs, expenses and liability incurred in or in connection with any claim or proceeding, and the defense, including attorney's fees.

The concessionaire shall carry and maintain during the duration of the lease, insurance, naming the Town as additional insured, as provided in Exhibit G.

SECTION IX NOTICES

Any notice from the Concessionaire to the Town relating to the lease shall be delivered to the Golf Committee, who will forward its recommendation to the Board of Selectmen to consider Amendment(s) to the lease agreement:

Chairman
Harwich Golf Committee
Cranberry Valley Golf Course
183 Oak Street
Harwich, MA 02645
Tel: 508-430-5234
Fax: 508-432-4653

EXHIBIT A

LEASE PAYMENT FORM TO BE SUBMITTED IN PRICE PROPOSAL

The Town feels the value of an annual lease to be at least \$15,000. However, bids of less than \$15,000 per year will be considered if the qualifications and proposal of the bidder warrant. The Bidder acknowledges that the successful Bidder will be responsible for all trash removal and restaurant propane costs. The Town will be responsible for electric and water utility costs.

The vendor agrees to pay the Town of Harwich annual lease payments in the following amounts.

	Annual Lease Payment
1 st year	\$ _____
2 nd Year	\$ _____
3 rd Year	\$ _____
4 th Year (1 st renewal option)	\$ _____
5 th Year (2 nd renewal option)	\$ _____
TOTAL	\$ _____

The Board of Selectmen reserve the option as Awarding Authority to renew the Lease Agreement for up to two (2) additional years, and may initiate the process at least ninety (90) days prior to the expiration of the Lease Agreement. The vendor should provide Annual Lease Payments for the 4th through 5th year with the original proposal, in space provided above. The Board of Selectmen reserves the right to negotiate the renewal price, should it be deemed to be in the best interest of the Town at the time of the renewal.

The renewal option has been properly advertised as a reference on the Legal Advertisement for disposition through lease of town owned real property in accordance with the provisions of M.G.L., Chapter 30B, Section 16.

This proposal must bear the written signature of the VENDOR or an authorized agent of the VENDOR bidding on this concession. If the VENDOR is a corporation or by a partner and the title of such officers must be stated on the Corporate Resolution Letter (Exhibit F).

EXHIBIT C

TOWN OF HARWICH

CERTIFICATION OF GOOD FAITH

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

Signature of individual submitting bid or proposal

Name of business

Address

Phone

Date

EXHIBIT E

KITCHEN EQUIPMENT PROVIDED BY THE TOWN OF HARWICH

Bar

48" 3 Bay Glass Wash Sink
48" Service Station With Ice Well
48" Speed Rack
9 Green Light Fixtures

Dining Room

14 Dining Room Tables
52 Dining Room Chairs
13 Bar Stools
1 Service Counter w/Ice Well & Cabinet Storage
1 Canister Vacuum
6 Green Drop- Down Light Fixtures

Deck

39 Iron Arm Chairs
12 Iron Tables

Kitchen

American Range 4 Burner Stove w/Oven
Star 24"x24" Char Broiler
Pitco 40lb Fryer
Blodget Convection Oven
Castle 36" Griddle
Cuisinart Microwave
72" Prep Table w/Back & Left Splash
60" Stainless Table w/Cutting Board and Dish shelf
48" Metro Multisize 5 Solid Shelf Rack
36" Amco 3 Wire Shelf Rack
400lb Manitowok Ice Machine
Handwash Sink
Continental 2 Door Freezer
Continental 2 Door Refrigerator
96" Stainless Prep table
12" Slicer
Low Temp Dish Machine

EXHIBIT G

21. INSURANCE.

21.1: The LESSEE shall carry and maintain during the duration of the contract, insurance as specified below and in such form as shall protect him and any subcontractor performing work covered by this contract, or the LESSOR, from all claims and liability for damages for bodily injury, including accidental death and for property damage, which may arise from operations under this contract, whether such operations be by itself or by any subcontractor or by anyone directly or indirectly employed by either of them. Except as otherwise stated, the amount of such insurance shall be for each policy not *less* than:

- a. For liability for bodily injury including accidental death, \$1,000,000.00 for any one person and, subject to the same limit for each person, \$2,000,000.00 on account of one accident.
- b. For liability for property damage, \$1,000,000.00 on account of any one accident and \$2,000,000.00 on account of all accidents.
- c. Bodily Injury and Property Damage Insurance covering of all motor vehicles owned by the LESSEE in the amounts required in "21.1.a." and "21.1.b." above.
- d. Insurance in the amounts required in "21.1.a." and "21.1.b." above to cover bodily injuries and property damage resulting from the use of motor vehicles not owned by the LESSEE, while such vehicles are being operated in connection with the prosecution of the work under this contract.
- e. Owner's Protective Insurance secured by the LESSEE in behalf of the LESSOR, which will directly protect the lessor from liability for bodily injuries including accidental death in the amounts required in "21.1.a." above and for property damage in the amounts required in "21.1.b." above.
- f. All policies shall be so written so that LESSOR is listed as an additional insured and so that the LESSOR will be notified of cancellation or restrictive amendment. Certificates in triplicate from the insurance carrier stating the limits of liability and expiration date must accompany all bids. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this contract and article and the above paragraphs in accordance with which insurance is as required by such paragraphs of this contract. The LESSEE shall maintain a public liability insurance policy on the premises with coverage limits of not less than \$1,000,000.00 per person and \$2,000,000.00 per occurrence and the LESSOR named insured on said policy.
- g. The LESSEE agrees, as a condition of this lease, to provide to the LESSOR a certified copy of said insurance policy, showing the LESSOR as a named insured,

EXHIBIT H
BOARD OF HEALTH REQUIREMENTS

The Harwich Board of Health has established the following patron restrictions on the restaurant to conform with existing Title 5 requirements:

The restaurant has a seating capacity of 55 patrons inside the club house if flat wear is being used.

The restaurant has a seating capacity of 96 if plastic or paper is used.

Any other desired arrangement must be presented to and approved by the BOH.

EXHIBIT J

Disclosure of Beneficial Interests in Real Property Transaction

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

1. Public agency involved in this transaction: Town of Harwich

2. Complete legal description of the property:

The premises located at the end of the main foyer of the clubhouse at the Cranberry Valley Golf Course at 183 Oak St., Harwich, for the purpose to operate a food and bar service at said golf course that can serve the golfing community and the general public for thirty-six (36) month period, with two separate 12 month options

3. Type of transaction: Lease or rental for three years with two one year options:

4. Lessor: Town of Harwich

Lessee(s): _____

5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. *Note: If a corporation has or will have a direct or indirect beneficial interest in the real property, the names of all stockholders must also be listed except that, if the stock of the corporation is listed for sale to the general public, the name of any person holding less than ten percent of the outstanding voting shares need not to be disclosed.*

Name

Address

(Continued on next page)

EXHIBIT K

AGREEMENT OF LEASE

This AGREEMENT OF LEASE, made and entered into on this ____ day of January, 2016, by and between the **TOWN OF HARWICH**, a municipal corporation organized under the laws of the Commonwealth of Massachusetts, by its **BOARD OF SELECTMEN**, with offices at 732 Main Street, Town Hall, Harwich, Massachusetts 02645, hereinafter called the **LESSOR**, and _____, hereinafter called the **LESSEE**.

WHEREAS, the LESSOR, as owner of a golf course known as the **Cranberry Valley Golf Course** located in the Town of Harwich, Massachusetts, is seeking a LESSEE to operate a food and bar service at said golf course that can serve the golfing community and the general public in a pleasing, efficient manner; and,

WHEREAS, the LESSEE is desirous of leasing a portion of the clubhouse building to operate said space as a restaurant for a three (3) year period with two (2) separate one (1) year options to be offered at the sole discretion of the LESSOR and the LESSOR is willing to lease said property to said LESSEE;

NOW THEREFORE, the parties agree as follows:

1. PREMISES

1.1: The premises are located at the end of the main foyer of the clubhouse at Cranberry Valley Golf Course at 183 Oak St., Harwich, Massachusetts, and shall consist of the dining room, bar, kitchen, storage room as described in the Request for Proposals issued February 7, 2013. The restaurant accommodates approximately 55 patrons indoors if flatware is used and 96 patrons indoors if paper or plastic is used.

1.2: The Foyer is not part of the leased premises.

1.3: For the purpose of this lease, the Women's Restroom and Men's Restroom located on the first floor of the aforementioned clubhouse, as well as the rear deck and golf course, shall be considered common areas and the LESSEE and the LESSOR shall have equal access to said common areas, such as the back deck area and golf course.

2. TERM

2.1: The term of this lease shall be for three (3) years, commencing April 1, 2016 and terminating on March 31, 2019.

2.2: The right to exercise the options of two (2) additional and separate one (1) years will rest solely with the LESSOR with Guidance from the Golf Committee and Director of Golf Operations. Notice to exercise the option will be made in writing 90 days prior to the expiration of the lease.

MAY, JUNE, JULY, AUGUST & SEPTEMBER

All payments to be made by the LESSEE to the LESSOR as rent hereunder shall be made by the LESSEE to the LESSOR on or before the first day of each calendar month.

4. UTILITIES,

4.1: LESSEE is not responsible for water and electric utilities. LESEE is responsible for trash removal and restaurant propane costs.

5. TAXES. - RESERVED

6. SECURITY DEPOSIT.

6.1: LESSEE shall tender the LESSOR a security deposit in the amount of Five Thousand (\$5,000.00) Dollars upon the execution of this lease, to be paid by a certified check.

6.2: Said security deposit shall be held by LESSOR in a separate interest-bearing account as security for the LESSEE'S performance under this lease. At the LESSOR'S sole option, said security deposit may be used by the LESSOR to fulfill any of LESSEE'S obligations under this lease which LESSEE fails or refuses to fulfill, without prejudicing any other remedies available to LESSOR under this lease or at law.

6.3: Said security deposit shall be refunded to the LESSEE with whatever interest that has accrued at the end of the lease, minus any and all deductions that LESSOR has made under paragraph 6.2 above and further subject to LESSEE'S full compliance with the terms, conditions, provisions and covenants of this lease agreement.

7. USE OF LEASED PREMISES.

7.1: The LESSEE shall use the leased premises only for the purpose of operating a restaurant business under the terms and conditions set forth herein.

7.2: The LESSEE agrees that no electronic games shall be installed upon the leased premises without the permission of the Golf Committee

7.3: Gambling shall be expressly prohibited on the lease premises

7.4: The leased premises shall be used and conducted in a dignified manner.

7.5: The LESSEE will not permit any disorderly conduct in the leased area.

7.6: No entertainment shall be permitted on the leased premises without the prior written approval of the LESSOR and without the LESSEE obtaining the appropriate entertainment licenses from the Town of Harwich Licensing Authority.

7.7: Any entertainment furnished by the LESSEE shall be in good taste and acceptable to the standards of a publicly owned building.

9. HOURS AND DAYS OF OPERATION,

Unless subsequently agreed upon in writing by and between the parties, and subject to the terms and conditions of any licenses which the LESSEE may hold, the LESSEE agrees to the following terms and conditions concerning days and hours of operation:

9.1: The minimum hours of operation during which the LESSEE agrees to serve food to the public are as follows:

December through March: no hours required, however concessionaire may open if weather warrants it.

It is a requirement of the Food and Bar Concession to be open for business seven (7) days a week in accordance with the following schedule:

	FOOD SERVICE	BEVERAGE SERVICE
April:	7:30 a.m. until 2:00 p.m.	until 3:00 p.m.
May :	6:30 a.m. until 2:00 p.m.	until 5:00 p.m.
June- August :	5:30 a.m. until 4:00 p.m.	until 8:00 p.m.
September:	6:30 a.m. until 4:00 p.m.	until 4:00 p.m.
Oct.- Nov.:	7:00 a.m. until 2:00 p.m.	until 2:00 p.m.

(b) April: 5:30 A.M. through 5:00 P.M.

(c) May 1 through September 30: 5:30 A.M through 8:30 P.M.

(d) October: 7:00 A.M. through 7:00 P.M.

(f) November: 7:30 A.M. through 7:00 P.M.

9.2: The LESSEE agrees that it shall make no changes in the minimum hours of operation without the written consent of the LESSOR.

9.3: The LESSEE shall be open for business seven (7) days per week, except that said premises may be closed from December through March.

9.4: It is understood by and between the parties that the operation of the leased premises may be affected by weather conditions and that, by mutual agreement of the LESSEE and a duly authorized representative of the LESSOR, the LESSEE'S hours of operation on any given day may be less than, or greater than, that which is set forth above; subject to any restrictions as may be placed upon the LESSEE by local licensing authorities, which restrictions may, under no circumstances, be waived or altered by the parties hereto.

11.5: The LESSEE agrees to vacuum the leased premises on a daily basis and to shampoo the carpet on the leased premises three times yearly or on a more frequent basis should the LESSOR determine that more frequent shampooing is required.

11.6: The LESSEE shall save the LESSOR harmless within the leased premises from all loss and damage occasioned by the use or escape of water or by the bursting of pipes, as well as from any claim or damage resulting from neglect in not removing snow or ice from the roof of the building or from the sidewalks bordering upon the premises so leased, or by any nuisance made or suffered on the leased premises.

11.7: The LESSEE shall provide a written formal sanitation program which meets or exceeds the minimum requirements of all state, federal, municipal or other agencies authorized to inspect and/or accredit the Restaurant and its food service facility.

11.8: The LESSEE shall have the premises exterminated once a month or every two weeks if deemed necessary by the LESSOR.

11.9: The LESSEE shall provide, subject to the approval of the LESSOR, a detailed plan for the preventative maintenance of all restaurant equipment located on the leased premises.

11.10: The LESSEE agrees that it is further understood that the LESSEE shall be solely responsible for maintaining all furniture on the leased premises in a neat, clean and attractive condition at all times during the term, of this lease.

11.11: The LESSEE shall be responsible for repairing or obtaining repairs on any restaurant equipment located on the leased premises at the LESSEE's expense.

11.12: It shall be the responsibility of the LESSEE for the repair and maintenance of all electrical and plumbing work that pertains to the function of the restaurant at the LESSEE's expense.

11.13: Upon the written request of the LESSEE or upon the failure of the LESSEE to perform necessary repairs and maintenance, and at the sole discretion of the LESSOR, LESSOR may undertake repair or maintenance of the leased premises. In the event that LESSOR, at its sole discretion, elects to undertake any such repair or maintenance, LESSEE shall bear the full cost for said repair or maintenance, including, but not limited to, the cost for labor and materials. Failure of the LESSEE to pay for the full cost of said repair and maintenance within ten (10) days of being billed for same, shall constitute grounds for the termination of this lease agreement.

12. ALTERATIONS

12.1: The LESSEE shall not make any structural alterations or additions to the leased premises, but may make non-structural alterations provided the LESSOR consents thereto in writing.

12.2: All such allowed non-structural alterations shall be at LESSEE'S expense and shall be of such quality at least equal to the present construction.

12.3: Any alterations or improvements made by the LESSEE shall become the

proof at full load. Prior to the installation of any such receptacles, LESSEE shall obtain prior written approval for the proposed design and location of said receptacles.

14.6: The area surrounding the receptacles for temporary storage of recyclable materials shall be maintained in a clean and sanitary manner at all times. No recyclable materials shall be allowed to accumulate around any receptacle or to overflow from any receptacle.

15. GLASS

15.1: The LESSEE shall be solely responsible for all glass in or within the premises and for all the LESSEE'S property located in or upon the leased premises.

15.2: The LESSEE shall be responsible for the repair and replacement of any broken or cracked windows, caused by any act or omission of the LESSEE, its agents, servants or employees, within or on the demised premises, all at its own cost. The LESSEE shall also be responsible for assuring that all such windows are cleaned, both the interior and exterior side, on at least a weekly basis.

16. LESSOR'S ACCESS

16.1: The LESSOR or agents of the LESSOR may, at all reasonable times, enter upon the leased premises for the purpose of access to common areas in and around the leased premises.

16.2: The LESSOR or agents of the LESSOR may, at all reasonable times, enter to view and inspect the leased premises and make repairs and alterations as the LESSOR should elect to do and may show the leased premises to others.

17. FOOD

17.1: All meals prepared shall be nutritionally appropriate, attractively presented, varied sufficiently to avoid boredom, and must be presented with sufficient alternatives to allow for individual differences in tastes.

17.2: All food purchased by the LESSEE for use at the leased premises shall meet the following minimum specifications:

Meat, lamb, beef, veal	USDA Choice
Pork	US #1
Poultry, eggs, dairy products	Grade A
Canned vegetables.....	Choice
Frozen Vegetables.....	Grade A
Fresh produce	#1 Quality

All other food purchases must be of comparable quality.

17.3: The LESSEE is responsible for the receipt and storage, inventory control, and use of all food and other products consumed at the restaurant.

20.3: The LESSEE shall save the LESSOR, as owner of the demised premises, harmless and indemnified from and against all loss or damage occasioned by the use or misuse of water or any plumbing, heating or cleaning apparatus, gas or electric fixtures, leaking or bursting pipes or otherwise occasioned by any nuisance made or suffered by or from the demised premises.

20.4: This indemnity and hold harmless agreement shall include indemnity against all reasonable costs, expenses and liability incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof, including reasonable attorneys' fees.

20.5: The LESSEE shall pay to the LESSOR, on demand, for any damage caused to any portion of the leased premises, or to any portion of the entire areas known as Cranberry Valley Golf Course, incurred as a result of the LESSEE'S operation, and or occupancy, of the demised premises.

21. INSURANCE.

21.1: The LESSEE shall carry and maintain during the duration of the contract, insurance as specified below and in such form as shall protect him and any subcontractor performing work covered by this contract, or the LESSOR, from all claims and liability for damages for bodily injury, including accidental death and for property damage, which may arise from operations under this contract, whether such operations be by itself or by any subcontractor or by anyone directly or indirectly employed by either of them. Except as otherwise stated, the amount of such insurance shall be for each policy not *less* than:

- a. For liability for bodily injury including accidental death, \$1,000,000.00 for any one person and, subject to the same limit for each person, \$3,000,000.00 on account of one accident.
- b. For liability for property damage, \$1,000,000.00 on account of any one accident and \$3,000,000.00 on account of all accidents.
- c. Bodily Injury and Property Damage Insurance covering of all motor vehicles owned by the LESSEE in the amounts required in "21.1.a." and "21.1.b." above.
- d. Insurance in the amounts required in "21.1.a." and "21.1.b." above to cover bodily injuries and property damage resulting from the use of motor vehicles not owned by the LESSEE, while such vehicles are being operated in connection with the prosecution of the work under this contract.
- e. Owner's Protective Insurance secured by the LESSEE in behalf of the LESSOR, which will directly protect the lessor from liability for bodily injuries including accidental death in the amounts required in "21.1.a." above and for property damage in the amounts required in "21.1.b." above.
- f. All policies shall be so written so that LESSOR is listed as an additional insured

LESSEE hereunder in the leased premises or any buildings or improvement thereon shall be subject to involuntary assignment, transfer or sale or to assignment, transfer or sale by operation of law in any manner whatsoever, and any such attempted involuntary assignment, transfer, or sale shall be void and of no effect and shall, at the option of the LESSOR, terminate this lease.

24. FIRE, CASUALTY

24.1: Should a substantial portion of the leased premises or of the property of which they are a part, be substantially damaged by fire or other casualty, the LESSOR may elect to terminate this lease.

24.2: When such fire or casualty renders the leased premises substantially unsuitable for their intended use, the LESSEE may elect to terminate this lease if:

- (a) The LESSOR fails to give written notice within thirty (30) days of intention to restore the leased premises; or,
- (b) The LESSOR fails to restore the leased premises to a condition substantially suitable for their intended use within ninety (90) days of said fire or casualty.

24.3: The LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the leased premises, except for damage to the LESSEE'S fixtures, property or equipment.

25. BANKRUPTCY

25.1: If a petition shall be filed by or against the LESSEE under the Federal Bankruptcy Act or acts amendatory thereof or supplemental thereto, or if any assignment shall be made of the LESSEE'S property for the benefit of creditors, or if a receiver, guardian, conservator or other similar officer shall be appointed to take charge of all, or any portion of the LESSEE'S property by a court of competent jurisdiction, then, in any such case, the LESSOR lawfully may, immediately, or at any time thereafter, without the need of demand or notice, enter into and upon the demised premises or any part thereof in the name of the whole, repossess the same and expel the LESSEE and remove LESSEE'S goods, equipment and effects without being guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of monthly payments or preceding breach of covenant, and upon such entry this lease shall be deemed terminated.

26. DEFAULT BY LESSEE

26.1: In the event that the LESSEE shall default in the payment of any installment of rent or other sums herein provided for, and said default shall continue for ten (10) days, or if the LESSEE shall default in the observance or performance of any other of the LESSEE'S covenants, agreements or obligations hereunder, and such default shall continue for thirty (30) days, or if the LESSEE shall be declared bankrupt or insolvent according to the law, or shall enter an assignment for the benefit of creditors, then the LESSOR shall have the right thereafter to enter and take complete possession of the leased premises pursuant to any process required by law and to terminate this lease and/or remove the property of the LESSEE, without prejudicing any other remedies

27.3: In the event of the LESSEE'S failure to remove any of the LESSEE'S property from the premises, the LESSOR is hereby authorized, without liability to the LESSEE, for loss or damage thereto, and at the sole risk of the LESSEE, to remove and store any of the property at the LESSEE'S expense or to retain same under LESSOR'S control or to sell at public or private sale, without notice, any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to dispose of such property.

28. NON-DISCRIMINATION

28.1: The LESSEE covenants and agrees that it will not exercise or permit its officers, agent or employees to exercise any discrimination against any person because of race, sex, national origin, age, marital status, sexual orientation, disability or religion in the course of its use of the premises or its operations at the leased premises.

29. NOTICES

29.1: Any notice from the LESSOR to the LESSEE relating to the leased premises or to the occupancy thereof, shall be deemed duly served if left at the leased premises addressed to the LESSEE or, if mailed to the leased premises by registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSEE. Any notice from the LESSEE to the LESSOR relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LESSOR by registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSOR at Cranberry Valley Golf Course, Office of Director of Golf Course Operations, 183 Oak Street, Harwich, MA 02645 or to such other address as either party may specify to the other by notice given as provided herein.

30. SEVERABILITY.

30.1: If any provisions of this lease shall to any extent be held invalid or unenforceable, the remainder of this lease shall not be deemed affected thereby.

31. CONSTRUCTION OF LEASE

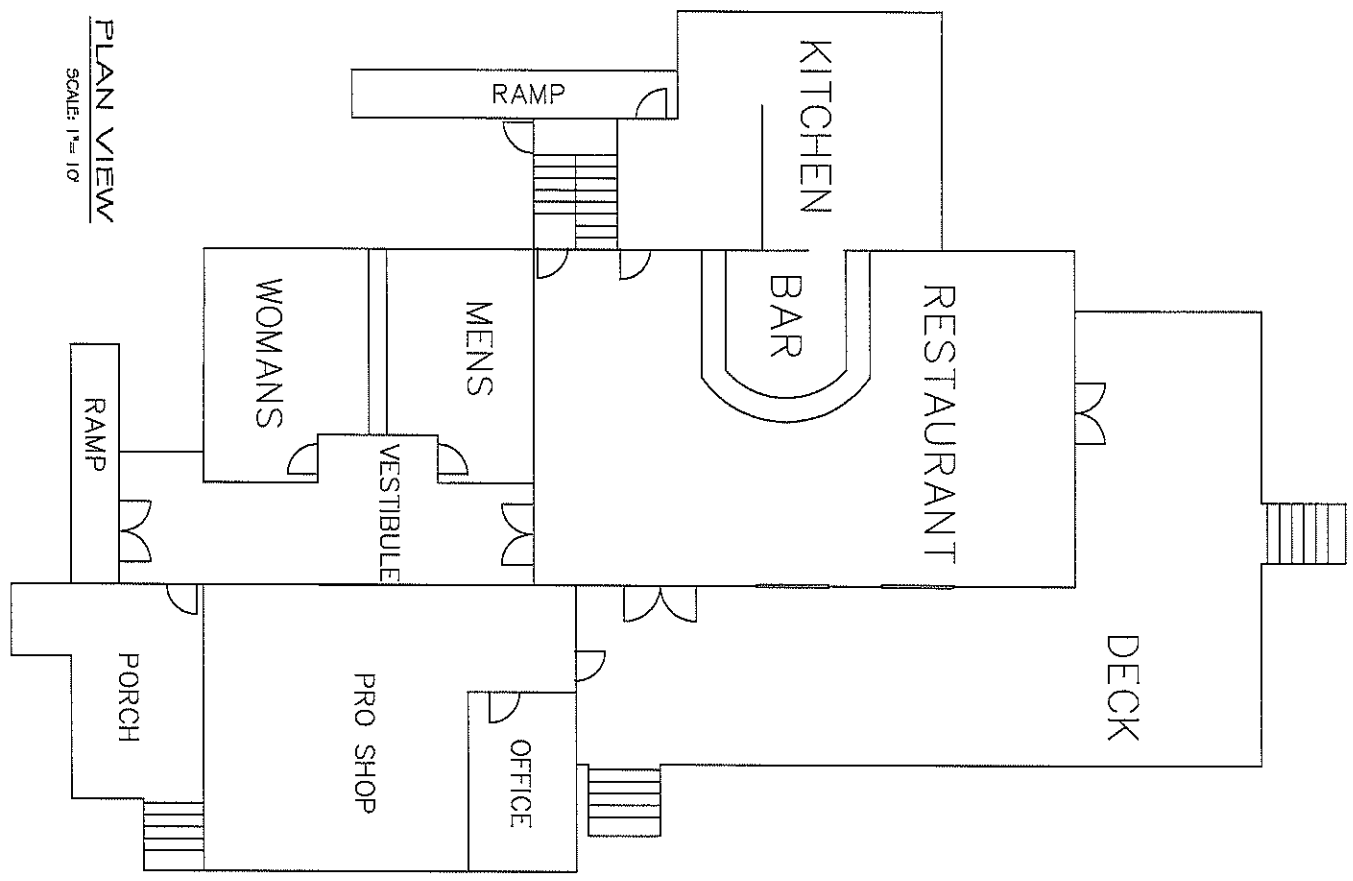
31.1: This lease shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

32. MODIFICATION OF LEASE

32.1: This instrument contains the entire agreement between the parties and supersedes all prior or contemporaneous oral or written agreements, and it may not be modified except in writing and signed by all parties.

33. MISCELLANEOUS OBLIGATIONS OF LESSEE

33.1: If the LESSEE'S operations hereunder cause or in any way bring about an increase in the LESSOR'S insurance premiums covering the premises, the LESSEE



PLAN VIEW
SCALE: 1"=10'



EMPTY ROOM
CRANBERRY VALLEY GOLF COURSE RESTAURANT

TOWN OF HARWICH
ENGINEERING DEPARTMENT

732 MAIN STREET
HARWICH, MA 02645
Tel (508) 430-7508

DESIGNED BY:
RMC
DRAWN BY:
RMC
CHECKED BY:
PS
APPROVED BY:
RMC

HORIZONTAL SCALE:
1"= 10'-0"
VERTICAL SCALE:
NONE
DATE:
06/01/11
PROJECT NUMBER:
11-018

NO.	DATE	REVISION

RESTAURANT SEATING PLAN
PREPARED FOR:
CRANBERRY VALLEY GOLF CLUB HOUSE
HARWICH, MASSACHUSETTS

PLAN VIEW

SHEET
NUMBER

1 OF 1

NON-BINDING ADVISORY BALLOT QUESTION REGARDING THE HARWICH
MIDDLE SCHOOL

The Board of Selectmen is evaluating options for the re-use or sale of the Harwich Middle School Building, and is seeking voter input on four options, all of which will require a future action of town meeting. **Please vote for only one option:**

1. Do you favor retention of the Harwich Middle School Building and changing the use to a mixed municipal-private use such as a relocated town hall and private leased area for cultural activities, which has a current estimated cost of \$11,476,000 for a full upgrade of the available 79,700 square feet of space and an estimated operation and maintenance cost of \$250,000 annual?
2. Do you favor demolition of the Harwich Middle School Building and retention of the land for a future general municipal use which has a current estimated cost to the Town of \$800,000 for demolition and site restoration?
3. Do you favor the sale of the Harwich Middle School Building and the land for affordable or senior housing purposes, which has a current estimated value of sale by the Town of \$650,000, with an annual tax value of \$20,000 to \$30,000 per year?
4. Do you favor the retention of the Harwich Middle School Building, but utilizing full building and land for a private cultural center?

Question 1 Explanation/Comments: 25,840 square feet of area within the older section of the Middle School would be renovated for approximately \$250 per square foot for a total of \$6,460,000. This would allow for fuller renovation of HVAC, roof, windows, etc. 50,160 square feet exists for the gymnasium and other spaces would be renovated for approximately \$100 a square foot for a total of \$5,016,000. This would provide minimal renovations to include window replacement, but no HVAC. The grand total for renovations would be an estimated \$11,476,000. The annual building maintenance costs of the Middle School have been estimated at \$250,000 per year based on the prior use(s) of the building. This contemplates the sale or lease of the current Town Hall and Albro House properties, including related parking. As a debt exclusion item this would add \$0.02 to the tax base during the borrowing period. The highest estimated increase would be \$7.00 for the median priced house of \$340,200 and a lowest estimated increase of \$2.00. Currently the Town is budgeting \$125,000 per year for upkeep and insurance for the building and grounds.

Question 2 Explanation/Comments: Demolition costs do not include environmental remediation of the building. The area would be loamed and seeded for a lawn area and the land would remain for future General Municipal Use. Currently the Town is budgeting \$125,000 per year for minimal upkeep and insurance for the building and grounds.

Question 3 Explanation/Comments: Two separate Middle School Committees reviewed proposals for the Middle School that focused on affordable or senior housing. The Stratford Capital Group submitted the sole response to a formal RFP issued by the first committee for 56 housing units of affordable workforce housing at a total purchase price of \$672,000. This proposal was not accepted, in part, due to location of several new buildings beyond the footprint of the existing school. The second Middle School Committee subsequently placed limits both on the number of potential housing units and where they could be built. The Wise Living Company responded with a proposal to build 40 units of senior housing with 25% designated as affordable to be built entirely within the existing footprint of the Middle School. Since this was an informal proposal, no purchase price was stated. This second proposal is the best current example of affordable or senior housing if the town chooses to go forward with a housing option. The private development would add approximately \$0.01 to the base tax rate.

Questions 4 Explanation/Comment: The building and land would be leased for the purposes of a private not-for-profit cultural center use which would include programs in such fields as photography, the visual arts in multimedia, choreography, the culinary arts, creative writing, lectures, stage productions, design and decorating, dance, recording, song writing, poetry, jewelry making, pottery, sculpture, music, arts and crafts, comedy nights, talent shows, fund raising events, and film production, for all ages and for all hours of the day, including after school and summer programs. The building would be leased as is and the lessee would be responsible for the utilities and basic maintenance costs estimated at \$250,000 per year. It would be the Cultural Centers responsibility for programmatic changes and upgrades. Currently the Town is budgeting \$125,000 per year for upkeep and insurance for the building and grounds.



Draft Layout 1st Floor Middle School 12-29-15

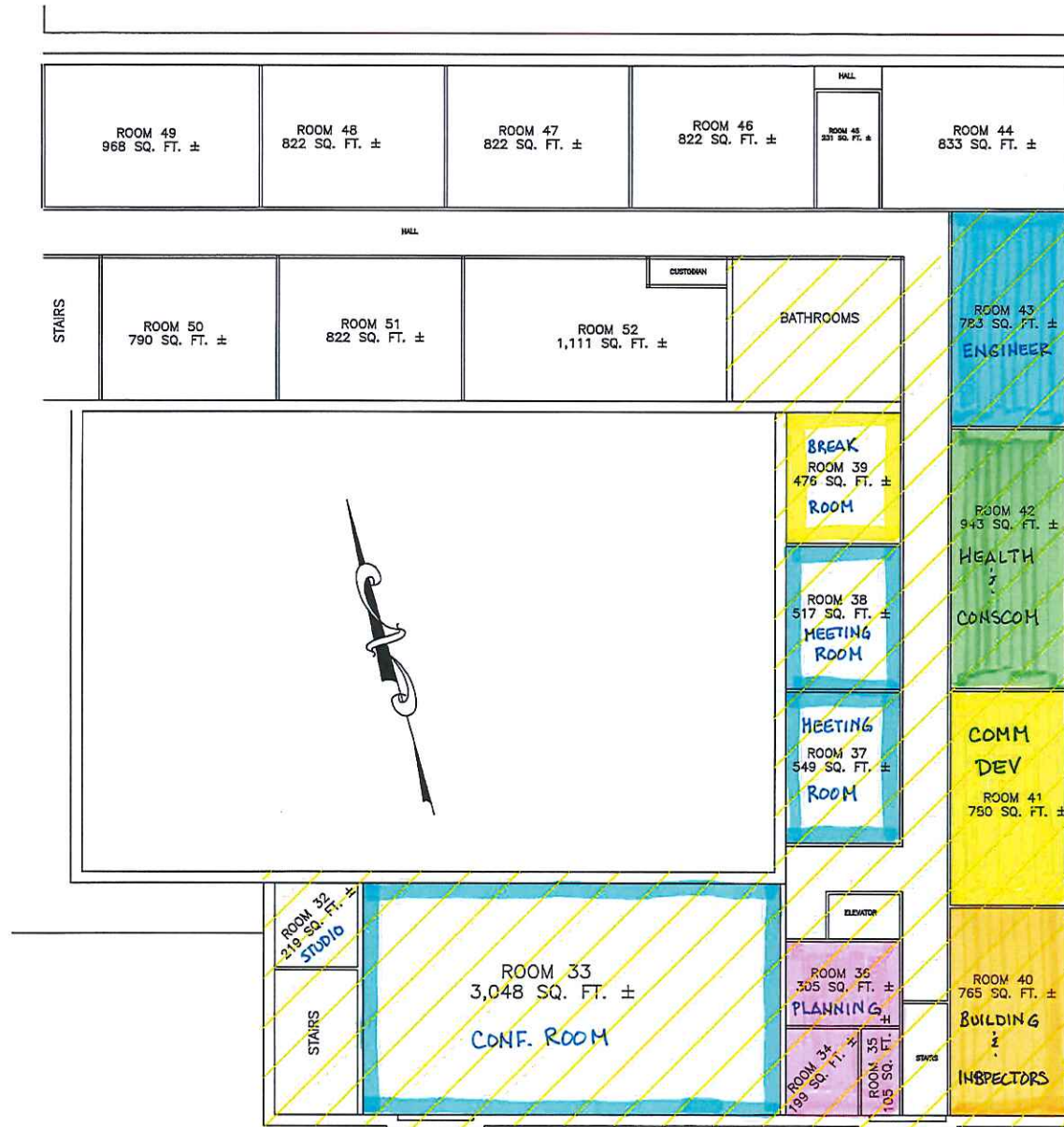
Color Code	Department	Current S.F.	Proposed S.F.
	Treasurer/Collector	1,024	1290
	Accounting	496	795
	Town Clerk	1138	1144
	Assessing	1026	1054
	Meeting Room	357	432
	IT	376	588
	Town Administration	1675	1825

MIDDLE SCHOOL
 PROPOSED TOWN HALL SPACE
 12,920 SF PER FLOOR
 25,840 SF TOTAL

OFFICE SPACE
 1ST FLOOR: 6,342 SF
 2ND FLOOR: 4,534 SF
 TOTAL OFFICE SPACE: 10,876 SF

SELECTMEN'S/CONFERENCE ROOM
 3,048 SF (LIBRARY)

MIDDLE SCHOOL FIRST FLOOR



MIDDLE SCHOOL
PROPOSED TOWN HALL SPACE
12,920 SF PER FLOOR
25,840 SF TOTAL

OFFICE SPACE
1ST FLOOR: 6,342 SF
2ND FLOOR: 4,534 SF
TOTAL OFFICE SPACE: 10,876 SF

SELECTMEN'S/CONFERENCE ROOM
3,048 SF (LIBRARY)

Draft Layout 2nd Floor Middle School 12-29-15

Color Code	Department	Current S.F.	Proposed S.F.
	Conservation	176	943
	Health	376	
	Conservation/Health	372	780
	Community Development	996	
	Building	193	609
	Inspectors	292	
	Building/Planning	280	765
	Planning	190	
	Engineering	398	783
	Breakroom (on 1 st fl currently)	235	476
	Conference Room	1,146	3,048
	Meeting Room	426	517
	Other (Former Health Window)*	148	549
	Studio	--	219

MIDDLE SCHOOL SECOND FLOOR

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

LOCUS ADDRESS-
263 SOUTH STREET

FOR REGISTRY USE ONLY

DEED REFERENCE-
BK. 837 PG. 335

PLAN REFERENCE-
PLBK. 070 PG. 125
PLBK. 108 PG. 153

GROSS AREA-
805,682 +/- SQ. FT.
18.49 +/- ACRES

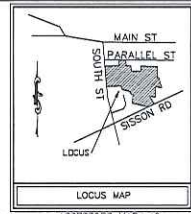
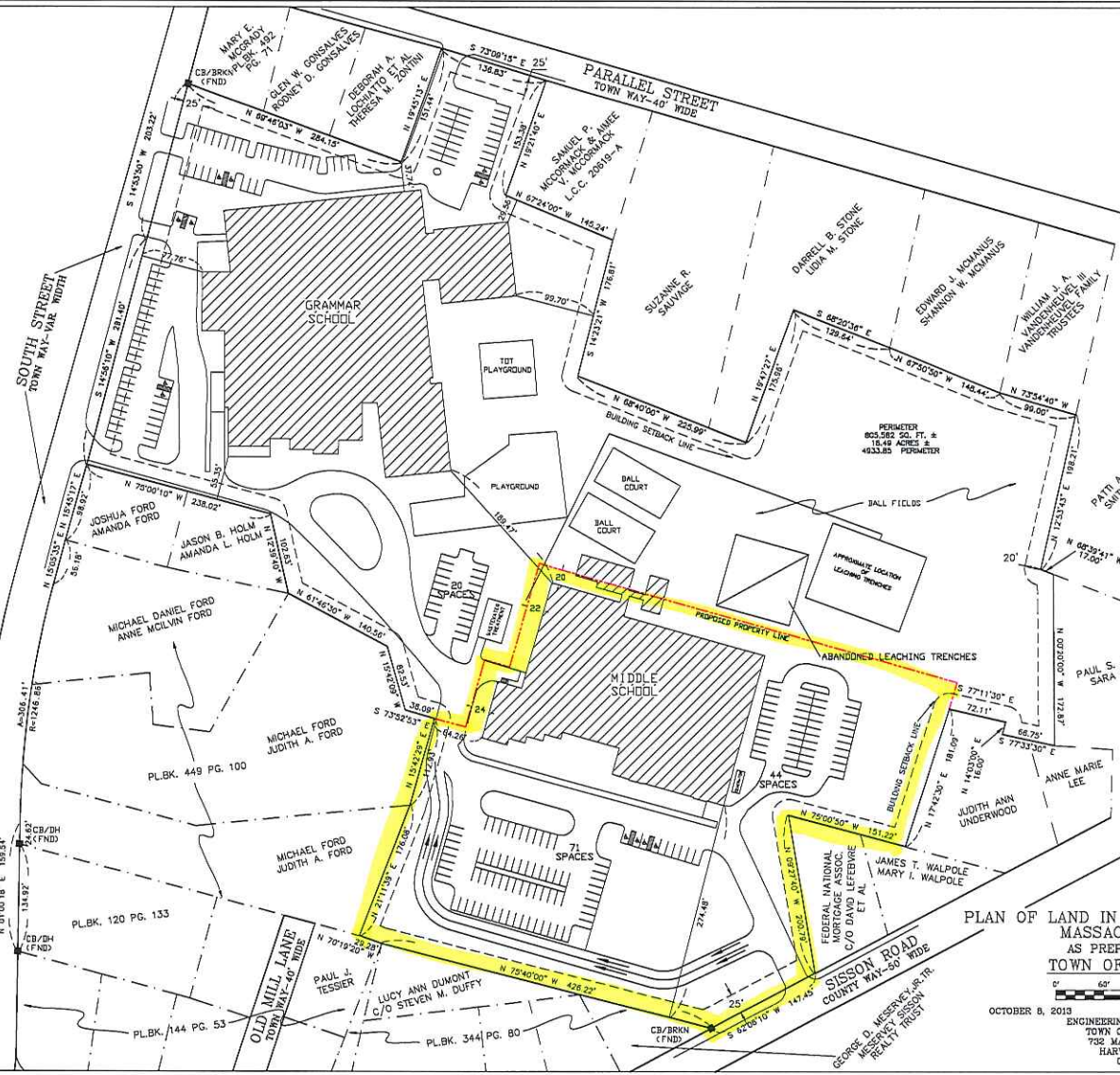
APPROVAL NOT REQUIRED UNDER
THE SUBDIVISION CONTROL LAW

APPLICATION DATE _____
ENDORSED DATE _____

HARWICH PLANNING BOARD
NO DETERMINATION OF COMPLIANCE WITH ZONING
REQUIREMENTS HAS BEEN MADE OR IS INTENDED

I CERTIFY THAT THIS PLAN CONFORMS TO THE
1976 RULES AND REGULATIONS OF THE REGISTERS
OF DEEDS.

DATE _____ PROFESSIONAL LAND SURVEYOR _____



ASSESSORS MAP: 40
PARCELS: 78
ZONING CLASSIFICATION: RM
SETBACK REQUIREMENTS-
FRONT 25'
SIDE 20'
REAR 20'
AREA REQUIREMENT-
40,000 SQ.FT.

PLAN OF LAND IN HARWICH (CENTER),
MASSACHUSETTS
AS PREPARED FOR
TOWN OF HARWICH



OCTOBER 8, 2013 SCALE: 1"=60'
ENGINEERING DEPARTMENT
TOWN OF HARWICH
732 MAIN STREET
HARWICH, MA
02645

1290-00

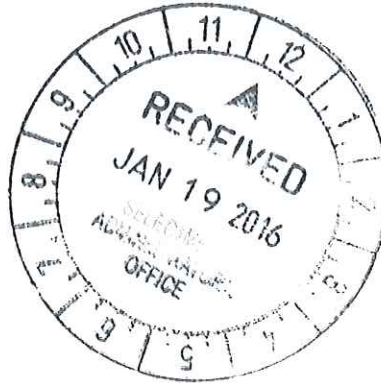


ROTARY CLUB of HARWICH-DENNIS

P.O. Box 188
South Dennis, MA 02660

Board of Selectmen
Town Hall
732 Main Street
Harwich, MA 02645

January 15, 2016



Dear Harwich Selectmen,

I hope this letter finds you all healthy and in high spirits. Winter is a good time for spring planning and to that end I have a request for you to consider.

A long time member of the Rotary Club of Harwich- Dennis passed away a few years ago and the club would like to fund a commemorative bench in his honor. We would like to place the bench in the small green area between the Town Hall parking lot and Old Colony Road. There are three young trees in the area I am referring to adjacent to the existing information board.

The bench would bear a plaque of dedication to Wally, who was also a veteran having served with the Coast Guard. Locating it there would allow his widow and daughter, Shirley and Sarah, to walk to it easily as they still live in their home which borders the Town Hall property on Old Colony Road.

Please offer guidance on a preferred style of bench, if any, or if there is any other committee I need to contact to make this happen. I would be happy to appear at one of your meetings if necessary.

Sincerely,

A handwritten signature in black ink that reads "Paul Anastasio".

Dr. Paul Anastasio

President

Rotary Club of Harwich- Dennis



Chartered 1948

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039



Christopher Clark, *Town Administrator*

732 MAIN STREET, HARWICH, MA 02645

To: Board of Selectmen

From: Christopher Clark, Town Administrator

Re: FY 16 Goals and Objectives - status report

Date: July 10, 2015 (original date) status report date **January 20, 2016**

Information technology: continue the implementation of the Accela electronic permitting application. Specific deliverables include implementing an internal online permitting system with user focus group. Completion by January 1, 2016. An online system for the general public to be implemented by June 30, 2016. Installation of fiber-optic cable between Town Hall and the Community Center for live broadcast by June 30, 2016.

Update: pending - a presentation was completed by the Health Director regarding the product based more full scale application of Accela electronic permitting. Staff continues to have some bugs that are working their way through. Staff has been using since May 2015. It is my hope to open the system to a few select to contractors as beta testing I hope to have this component operational by keep to the March 1, 2016.

Pending: Foster has completed the installation of the fiber between Town Hall and the Community Center. Foster, Jamie, Caleb and I did meet with an expert to help to implement live broadcast from Town Hall. Jamie is working with the consultant on studio and room improvements. The next step will be to prepare the funding request for the purchase of the equipment necessary to complete the various improvements.

Middle School Repurpose: to work with staff to prepare various concepts for reuse and prepare question for ballot of which options the community desires. Preparation for Board of Selectmen prior to finalization of the election ballot.

Update: mostly completed. Administration in working with the selectmen subcommittee is finalizing the final draft of the ballot questions for selectmen's approval. Upon approval, the questions will be sent to Attorney Giorgio for final review of the ballot questions and applicable write ups for the town to consider. Administratively mostly completed.

Wastewater: assist in the negotiation of the use of the Chatham facility. Preparation of an IMA for Board of Selectmen's consideration prior to closing of the warrant for the 2016 Annual Town Meeting. Work with the Board in the development of a governance model the integration of the Water Commission and the Board of Selectmen and the governance of wastewater. Prior to finalization of the warrant.

Update: partially completed: prepared a draft outline of an agreement with Chatham for an IMA. Attended a meeting between the two Board subcommittees. Currently waiting for Chatham to finalize a draft IMA for the board's consideration.

Continue to work with members of the board subcommittee on the issue of governance, regulations, coordination with the wastewater implementation committee and administration did provide financial parameters for the initial phases of the CW MP.

Monomoy Regional School District: preparation of an submission to Board of Selectmen of a draft agreement between Monomoy Regional School District, Town of Chatham and the Town of Harwich on a funding formula moving forward for the next five years among the three parties. Draft completed by July 2015.

Update: completed: prepared a draft agreement between Monomoy Regional School District, Town of Chatham and Town of Harwich regarding the funding formula for the next five years. Advocated for its approval to representatives of each.

Town assets: focus on three properties for upgrade or reuse the Albro House, Bank Street Fire Station and West Harwich School. Prepare concepts for Board consideration prior to January 1, 2016.

Update: partially completed: Albro House: partially completed: finalized the replacement of a tenant who departed. It appears that the board of selectmen, is contemplating tying the reuse of Albro house to the middle school reuse project. Bank Street Fire Station – completed. Presented potential reuse plan to the Board of Selectmen. The Board voted to retain and utilize as Harbormaster facility until Saquatucket redevelopment is complete. West Harwich School: partially completed: a neighborhood group and the Harwich Historical Commission has proposed a reuse plan for the Board of Selectmen to consider. A local group did respond to the RFI. A draft license agreement is being developed on the West Harwich school project. The project did receive a favorable CPC vote at its December meeting.

Financial: development of the 2017 budget within proposition 2 1/2 guidelines. Timing in accordance with Charter. In the evaluation of the budget to review various elements for efficiencies. Include two departments for specific review. Completion of public outreach financial software and visual information. To be completed by the end of September 2015.

Update: the FY 17 budget is still in the developmental phases the capital budget has been completed in presented to a joint meeting of finance committee, capital outlay committee and board of selectmen calling for the use of \$1.5 million from free cash. The operating budget is still in development. Free cash has officially been certified and just over \$4 million. This should give the town the opportunity to build reserves and potentially improve our bond rating.

Update: two departments for specific review: completed: review of the Council on Aging operation, specifically nurse services and chef services, have been completed along with the review of engineering services. Board voted to retain both at existing levels.

Update: completed - VisiGov has been provided with the data (revenue and expense) and has presented the material to the board of selectmen. Information will be posted on our website.

Personnel: FY 16 has two completed collective bargaining agreements. Administration will negotiate six collective bargaining agreements during FY 16 with the goal of completing the vast majority of those prior to the end of the fiscal year. Also, the recruitment and reimplementation of the Assistant Town Administrator position to be completed by October 1, 2015.

Update: partially completed: Fire, Patrol, and Water union negotiations have been completed. Actively engaged in negotiations with three of the six collective bargaining units. Two units we have reached tentative agreement (Managers and Dispatchers) and one unit (Police Superiors) we are in active negotiations. Assistant Town Administrator position has been filled and her start date is October 19.

Economic development to review and consider the plan are expanding the rental property taxation. Some towns on Cape Cod seek to tax summer homes that use rentals. To research this is a possibility and provide the Board of Selectmen with a report and to draft special legislation to accomplish the same. Completed prior to the finalization of the warrant.

Update: partially completed: a report has been completed on this topic with two recommendations one to consider reimplementation previously voted by law and second to consider filing special legislation to tax vacation homes. The board had a discussion of the report and wanted to see a concept plan implementing the registration of vacation homes. The majority of the board went along with the recommendation not to pursue a special legislation for the taxation of vacation homes.

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039



Christopher Clark, *Town Administrator*

Charleen Greenhalgh, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA

To: Board of Selectmen

From: Christopher Clark
Town Administrator

Re: Notification of Pending Expiration of This Agreement – Town Administrator's Contract

Date: January 21, 2016

Pursuant to Section 1 of my employment agreement with the Town of Harwich, it calls for me to provide notice to the Board of Selectmen in writing of the pending expiration of this Agreement. The purpose of this letter is to accomplish that. The Contract calls for me to do this at least three months prior to the expiration of the Agreement. My current Agreement expires June 30, 2016.

The same section continues to read on "Should the Town fail to notify the Town Administrator that the Agreement will not be extended within three months of the expiration of the Agreement, said Agreement shall continue in full force and effect for a single one (1) year term subject to any provisions of this Agreement which may be renegotiated by mutual consent of the parties." I believe the intent of this clause is to provide the Administrator with opportunity to transition, if that is the desire of the Board or if the Board takes no action then the Contract would continue for one year. My intent of writing this letter now is to express my interest and to request that the Board express it's interest in extending, or not extending, the current Contract. Roughly 90 days prior to the end of the Contract would be Friday, April 1, 2016, If the Board decides to not extend the Contract, I would like to have as much advance notice as possible to transition.

As I indicated at the Board of Selectmen's meeting of December 14, 2015, that it is my desire to extend my Contract for three additional years commencing on July 1, 2016. To this end, I have prepared an amendment to my existing Contract that would allow for the three-year extension. During the completion of my report and review of my goals and objectives I believe that much has been accomplished in the time that I had been serving as Town Administrator for the Town of Harwich. I would hope that during my time here, some of my positive accomplishments would be recognized not only by Board members, but also by employees and by members of the public I have come into contact with. I fully recognized that I am human and have made mistakes but I also believe that much has been accomplished.

I appreciate your thoughtful consideration to this matter.

Draft
Amendment Number One
Employment Agreement
between
Christopher Clark
and the town of Harwich

Both parties agree to continue the employment agreement between Christopher Clark and the Town of Harwich entered into the 12th day of November 2013 with the following amendments:

Number one: **Employment:**

amend the term from "December 30, 2013 through June 30, 2016" to "July 1, 2016 to June 30, 2019"

Number two: **Salary:**

Add a new paragraph:

"A 2% cola for years four (FY 17), five (FY 18) and six (FY 19) of the contract term will be granted dependent on the Town Administrator receiving a satisfactory/performance evaluation from the board of selectmen and the availability of call was for the Harwich Department heads during that particular year."

Amend the third paragraph by deleting "two thousand dollars" and replacing it with "two thousand five hundred dollars" this would increase my 457 retirement account application per year.

Number three: Leave Policy

Amend number of days of vacation from "20" to "25". This should be effective as of July 1, 2016. I've completed over 25 years of municipal government experience they believe this adjustment better reflects this level of service.

All other terms and conditions the existing contract would remain as previously agreed.

In witness thereof, the parties have hereunto signed this agreement is a duplicate thereof this ____ day of _____, 2016

Town Administrator:

Board of Selectmen:

Attested:

Approved As to Legal Form

Employment Agreement
Between
Christopher Clark
and the Town of Harwich

THIS AGREEMENT, pursuant to Chapter 41, Section 108N of the Massachusetts General Laws, and in accordance with Chapter 18 of the Acts of 2006, an Act Establishing a Board of Selectmen-Town Administrator Form of Government in the Town of Harwich (Special Act), made and entered into this 12th day of November 2013, by and between the Town of Harwich, Commonwealth of Massachusetts, a municipal corporation, hereinafter called the "Town", acting by and through the Board of Selectmen, hereinafter called the "Board", and Christopher Clark hereinafter called "Town Administrator".

In consideration of the promises herein contained, the parties mutually agree as follows:

1. Employment:

The Board hereby employs Christopher Clark as Town Administrator of the Town of Harwich and the Town Administrator hereby accepts such employment. The term of this Agreement shall be from December 30, 2013 through June 30, 2016. The Town Administrator agrees to continue employment with the Town until June 30, 2016, to remain in the exclusive employ of the Town and not to become employed by any other employer or engage in other business activity until the end of such employment term, unless termination or resignation is effected as provided in section 14 below. At least three (3) months prior to the expiration of the agreement, the Town Administrator shall notify the Board in writing of the pending expiration of this Agreement. Should the Town fail to notify the Town Administrator that the agreement will not be extended within three (3) months of the expiration of the Agreement, said Agreement shall continue in full force and effect for a single one (1) year term subject to any provisions of this Agreement which may be renegotiated by mutual consent of the parties.

2. Salary:

The Town agrees to compensate the Town Administrator at the annual rate of \$150,000. The parties agree that the salary stated above is the first year annual salary to be paid in installments throughout the year in the same manner as all other town employees. Subsequent increases will be considered by the Board based on annual performance appraisals, no less than once per year. See section 11. The Town Administrator is an exempt employee under the Fair Labor Standards Act and is not entitled to any overtime pay. The Town agrees that it shall not, at any time during the term of this contract reduce the salary, compensation or other benefits of the Administrator, except to the extent that such reduction is evenly applied across-the-board for all employees of the Town of Harwich.

A 2% cola for years two (FY15) and three (FY16) of the contract term will be granted dependent on the Town Administrator receiving a satisfactory review/performance evaluation from the Board of Selectmen and the availability of colas for the Harwich Department heads during that particular year.

Two thousand dollars per contract fiscal year will be deposited into the Town Administrator's 457 retirement account at the end of each fiscal year covered by this contract. For FY 14, the amount to be deposited will be prorated to one thousand dollars (\$1,000.00).

3. Leave Policy:

The Town Administrator shall be granted 20 days of vacation leave without loss of pay on an annual fiscal year basis. For FY14, the Town Administrator's vacation leave will be prorated to ten (10) days. Vacation may be carried over to subsequent years only with the pre-approval of the Board due to very significant conditions. Vacation will be scheduled and approved by the Chairman of the Board as much in advance as possible. On termination by either party of service with the Town, the Town Administrator would be entitled to receive payment at his current wage scale for any unused vacation time but the clear goal is for the time to be used and not carried over.

The Town Administrator will be entitled to 3 days of absence from duty without loss of pay for personal business per fiscal year. For FY14, the Town Administrator's personal leave will be prorated to one and a half (1 ½) days.

The Town Administrator shall be granted leave by the Chairman of the Board without loss of pay (Bereavement Leave) in the event of a death of his immediate family or certain relative(s). Such leave shall not be more than 5 calendar days for immediate family commencing with the notification of the death. The term(s) "immediate family" or "relatives" shall mean and include the following: Parents, Parents-in-law, Brother/Sister, Spouse, Children, Grandparents, and Grandchildren. Such leave shall not be more than 3 calendar days for Brothers/Sisters-in-law commencing with the notification of the death.

Sick leave shall be earned at the rate of 1 1/4 days per month. Accumulation of unused sick leave shall be limited to 200 days. Once all sick leave has been used, the Town Administrator will be required to use his vacation time or request an unpaid family medical leave if additional time is required, subject to the FMLA.

The Town Administrator will be entitled to the following paid holidays:

New Year's Day
Martin Luther King, Jr. Day
President's Day
Patriot's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Court leave of absence shall be granted to the Town Administrator as follows:

(1) If the Town Administrator is called upon to serve on a jury, the Town Administrator shall be paid the difference between any fees received while serving on the jury and his regular rate of pay.

(2) If the Town Administrator is summoned to appear in court as a witness for the Town or for an incident occurring during working hours, he shall receive full compensation for any time lost and shall return to the Town such fees as he may collect.

If the Town Administrator is unable to work as a result of any injury arising out of and in the course of his employment, he shall receive compensation in accordance with Chapter 152 of the General Laws (Workmen's Compensation Act). If the Town Administrator is on injury compensation, he may not do part-time or full-time work for another employer during that period.

4. Disability, Health and Life Insurance:

The Board agrees to provide the Town Administrator with the same group health and life insurance benefits available to the other non-union municipal employees in conformity with the provisions of Massachusetts General Laws, Chapter 32B. Further, up to \$1000.00 per fiscal year will be available to reimburse the Town Administrator for life or disability insurance purchased by him during the applicable fiscal year. For FY14, the maximum amount of available reimbursement will be prorated to five hundred dollars (\$500.00).

5. Retirement Benefits:

The Town Administrator will be eligible to participate in the Barnstable County Retirement System.

6. Professional Affiliations:

The Town agrees, subject to the Board's prior approval, to pay for the registration, travel and subsistence expenses of the Town Administrator for short courses, institutes, seminars and conferences that are necessary for his professional development.

The Town shall pay for the Town Administrator's registration fee(s) travel and subsistence expenses to and from the Massachusetts Municipal Association Annual Conference, the ICMA conference and the Massachusetts Municipal Managers' Association periodic conferences. If any of the above requires out-of-state travel, prior approval of the Board of Selectmen will be needed.

7. Use of Vehicle:

A total of \$400.00 per month for the entire contract term will be granted to allow the Town Administrator to offset all automotive costs including, but not limited to, his lease of a car of his choice, maintenance, operating expenses and insurance. This would allow use of the car for both personal and Town purposes.

8. Moving Expenses

The Town Administrator will be reimbursed for his moving expenses up to a maximum of \$5,000. It is understood and agreed that said reimbursement is limited to the actual and direct costs associated with the physical moving of the Town Administrator's personal belongings, such as the hiring of movers and/or the renting of moving equipment, and does not include any indirect costs or expenses he may incur in connection with any relocation.

9. Hours of Work:

The Town Administrator shall be required to devote the amount of time necessary to effectively, professionally, and diligently discharge the duties of the position and manage the affairs of the Town of Harwich and the employees under his supervision, which may include evening and/or weekend hours. It is understood that it is necessary for the Town Administrator to maintain office hours consistent with Town Hall, although the Town Administrator as an exempt employee under the FLSA may not necessarily be at the Town Hall during all of those hours.

The Town Administrator will be available to the Town at all times of the day through the entire year, except during periods of illness or approved vacation or other leave, and shall provide the Town with efficient means of communication and contact when he is either off duty or out-of-town for any and all reasons.

The Town shall reimburse the Town Administrator at the rate of \$25 per month for his use of his personal cell phone for Town use.

10. Duties:

The Board hereby agrees to employ the Town Administrator to perform the functions and duties specified in the Town Charter and General Laws as well as other legally permissible and proper duties and functions as the Board shall from time to time assign. It is acknowledged that the Town Administrator position is the Chief Administrative Officer of the Town.

The term "duties" shall not be construed to include occasional teaching, writing, speaking or consulting performed on personal time. Said activities are expressly allowed provided that any such activity does not raise a conflict of interest for the Town of Harwich.

11. Performance Evaluation:

The Board shall review and evaluate the Town Administrator every year during the month of April. Said review and evaluation shall be based on the goals and objectives developed jointly by the Board and the Town Administrator. Further, the Chairman of the Board shall provide the Town Administrator with a summary written statement of the evaluation findings of the Board and shall provide an adequate opportunity for the Town Administrator to discuss his evaluation with the Board.

Annually the Board and the Town Administrator shall define the goals and objectives which they determine necessary for the proper operation of the Town and the attainment of the Board's policy objectives, and shall

further establish a general priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limits specified and within the annual operating and capital budgets and appropriations provided by the Town and the events that have occurred during the year.

12. Indemnification:

To the extent permitted by law, the Town shall defend, save harmless and indemnify the Town Administrator against any tort, professional liability, claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties as Town Administrator, even if said claim has been made following his termination from employment, provided that the Town Administrator acted within the scope of his duties. The Town shall pay the amount of any settlement or judgment rendered thereon. The Town may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Town Administrator.

The Town shall reimburse the Town Administrator for any attorneys' fees and costs incurred by the Town Administrator in connection with such claims or suits involving the Town Administrator in his professional capacity.

This section shall survive the termination of this Agreement.

13. Notices:

Notices pursuant to this Agreement shall be given by deposit in the custody of the U.S. Postal Service, postage Prepaid and addressed as follows:

Town: Board of Selectmen
Harwich Town Hall
732 Main St.
Harwich, MA 02645

Town Administrator: Christopher Clark
8 Woodside Circle
Sturbridge, MA 01566

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Services.

14. Termination:

A. In the event that the Town Administrator desires to terminate this contract before the term of his service shall have expired, he may do so by giving written notice of his intention to the Board at least thirty (30) days in advance by certified mail, return receipt requested, directed to the Chairman of the Board of Selectmen at the Harwich Town Hall.

B. Pursuant to Section 4-1-1 of the Town of Harwich Charter, the Town Administrator shall serve at the pleasure of the Board. Notwithstanding any provisions of this Agreement, the Board may remove the Town Administrator from his position at any time subject to the removal procedures identified in Sections 4-8-1 through 4-8-6 of the Town of Harwich Charter.

C. In the event the Town Administrator is terminated by the Board during the term of this Agreement, the Town agrees to provide the Town Administrator, consistent with the terms of Section 4-8-6 of the Town Charter, a lump sum cash payment equal to sixty (60) days of annual base salary on his last day of employment with the Town. These payments shall be in addition to any other wages or benefits, such as any accrued but

unused vacation time, to which the Town Administrator may be legally entitled. This provision shall survive the termination of this Agreement.

D. This agreement may be terminated or modified by the parties by mutual written agreement at any time.

15. Entire Agreement:

This contract embodies the whole agreement between the Board and the Town Administrator and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. No changes to the express terms of this Agreement shall be enforceable unless reduced to writing and mutually executed.

16. Invalidity:

If any paragraph, part of, or rider to this Agreement is invalid, it shall not affect the remainder of said Agreement, but said remainder shall be binding and effective against all parties.

17. Counterparts:

This Agreement shall be executed in two counterparts, each of which shall be deemed to be an original, and both of which taken together shall be deemed one and the same instrument.

18. Governing Law:


This Agreement shall be governed by and construed pursuant to the laws of the Commonwealth of Massachusetts.

19. Appropriation:

All terms of this Agreement are subject to annual appropriation by Town Meeting.


IN WITNESS THEREOF, the parties have hereunto signed this Agreement and a duplicate thereof this 12th day of November 2013.

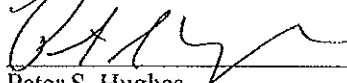
TOWN ADMINISTRATOR:

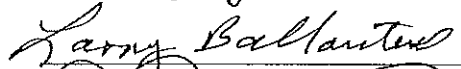


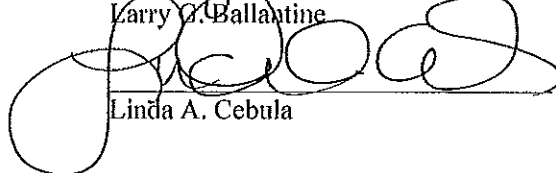
BOARD OF SELECTMEN:



Angelo S. LaMantia, Chair

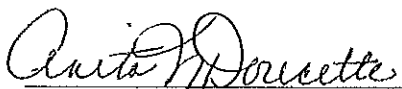
Edward J. McManus

Peter S. Hughes

Larry G. Ballantine

Linda A. Cebula

ATTESTED:



Anita N. Doucette, Town Clerk

APPROVED AS TO LEGAL FORM:

Town Counsel

Sandy Robinson

From: Christopher Clark
Sent: Thursday, January 21, 2016 8:25 AM
To: Sandy Robinson; Ann Steidel
Cc: phughes41@comcast.net; Andrew Gould
Subject: FW: Including Health Insurance Costs in Each departmental Line Item of the budget

Sandy or Ann,

Please include this material under the town administrator's reports for the January 25, 2016 meeting.

Chris

Christopher Clark
Town Administrator
Town of Harwich
732 Main Street
Harwich, MA 02645
Tel. 508.430.7513
Fax.508.432.5039
cclark@town.harwich.ma.us

From: Andrew Gould
Sent: Wednesday, January 13, 2016 11:52 AM
To: Christopher Clark <cclark@town.harwich.ma.us>; Charleen Greenhalgh <cgreenhalgh@town.harwich.ma.us>
Subject: FW: Including Health Insurance Costs in Each departmental Line Item of the budget

Here's the e-mail from John Giorgio regarding HIPPA laws.

Andy

From: John Giorgio [mailto:JGiorgio@k-plaw.com]
Sent: Friday, December 18, 2015 10:22 AM
To: Andrew Gould <agould@town.harwich.ma.us>
Cc: Christopher Clark <cclark@town.harwich.ma.us>; Ann Steidel <asteidel@town.harwich.ma.us>; Sandy Robinson <srobinson@town.harwich.ma.us>
Subject: Including Health Insurance Costs in Each departmental Line Item of the budget

Dear Andy:

You have informed me that the Town may be considering a new approach to building the Town's operating budget which would include for each Town Department a line item or items for indirect costs, including health insurance costs, in order to present to the voters a full cost for each department. Heretofore, the operating budget has included indirect costs for all departments in a single line item for health insurance, retirement, etc.

In my opinion, whether a particular employee is covered under the Town's health insurance program and whether that individual has an individual or family plan may be considered personal information which, as you know, the Town has a duty not to disclose. Therefore, to the extent that a separate break out of indirect costs has the potential to reveal the health insurance option for a particular employee, the Town would run the risk of revealing protected personal

information. While this may not be an issue for departments with multiple employees, I would caution that to the extent any department has a single employee or even a few employees, if breaking out the health insurance cost would enable anyone to identify the health insurance costs for a specific employee, the Town could potentially be exposing itself to an employee complaint of a privacy violation

In addition, we discussed whether including indirect costs in the budget line items could lead to the unintended consequence of having to call a special town meeting at the end of the year to make interdepartmental transfers, and I informed you that such a risk would be there in circumstances where there has been significant turnover or new hires in a particular department. Although G.L. c. 44, s. 33B provides some ability for the Board of Selectmen and the Finance Committee to approve such interdepartmental transfers without a town meeting vote, that authority is limited by the statute to a transfer of no more than 3% of the departmental budget or \$5,000 whichever is greater.

Please let me know if you have any further questions.

John

John W. Giorgio, Esq.
Kopelman and Paige, P.C.
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Boston, MA 02110
jgiorgio@k-plaw.com
Office: (617) 556-0007
Direct: (617) 654-1705
Fax: (617) 654-1735
Mobile Phone: (617) 785-0725