

SELECTMEN'S MEETING AGENDA*

Donn B. Griffin Room, Town Hall

732 Main Street, Harwich, MA

Executive Session 5:15PM

Regular Meeting 6:30 P.M.

Monday, October 21, 2019

**As required by Open Meeting Law, you are hereby informed that the Town will be video and audio taping as well as live broadcasting this public meeting. In addition, anyone in the audience who plans to video or audio tape this meeting must notify the Chairman prior to the start of the meeting.*

I. CALL TO ORDER

II. EXECUTIVE SESSION: Pursuant to MGL Chapter 30A, section 21 (a) (1) to convene in Executive Session for the purpose of discussing and considering complaints brought against a public employee

III. PLEDGE OF ALLEGIANCE

IV. WEEKLY BRIEFING

A. Sewerage Work Improvement Phase 2 – Contract #1 – Construction Schedule – Weekly Update

V. PUBLIC COMMENTS/ANNOUNCEMENTS

VI. CONSENT AGENDA

1. Vote to confirm the recommendation of Police Chief David Guillemette to appoint Jack Burns as a part-time Special Police Officer effective October 21, 2019 with an hourly rate of \$21.00

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

A. Presentation – Dockside Seafood Shack first season overview – Joe Griffiths to present

VIII. NEW BUSINESS

A. Annual Meetings with the Board:

1. Harwich Accessibility Rights Committee

2. Waterways Committee

3. Affordable Housing Committee

B. Accept the gift of artwork - The Bottle Project

C. Request for approval for one (1) day Entertainment License for the Winstead Inn and Beach Resort. Live music (3 person combo) and amplification. The event will be held on Saturday, October 26, 2019 from 5:00 pm to 10:00 pm.

D. Vote to approve Seaside Market Application, Schedule and Rental Agreements for 2020

IX. CONTRACTS

A. Award bid to Robert B. Our, Co., Inc. and vote to approve – Catch Basin Replacement & Drainage Infrastructure Installation (Unit Price Work) Contract - \$394,200.00

X. OLD BUSINESS

A. Vote to approve an Annual, On-Premises, Farmer Series Permit for Wines – First Crush Winery

XI. TOWN ADMINISTRATOR'S REPORTS

A. Playground update – Line of demarcation

B. Departmental Reports

XII. SELECTMEN'S REPORT

XIII. 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

Patricia Macura, Admin. Secretary

Date: _____
October 17, 2019

TOWN OF HARWICH, MASSACHUSETTS
SEWERAGE WORKS IMPROVEMENTS PHASE 2 – CONTRACT #1
SEWER PROJECT

CONSTRUCTION SCHEDULE – WEEKLY UPDATE
Date Submitted: October 16, 2019

One Week Look Ahead (10/21-10/25)

- Mainline Sewer Crew # 1
 - Continue Installation on RT 39
** Detour **
- Mainline Sewer Crew # 2
 - Continue Installation on RT137
** Detour **

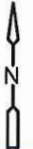
Two Week Look Ahead (10/28-11/1)

- Mainline Sewer Crew # 1
 - Continue Installation on RT 39
** Detour **
- Mainline Sewer Crew # 2
 - Continue Installation on RT137
** Detour **

Three Week Look Ahead (11/4-11/8)

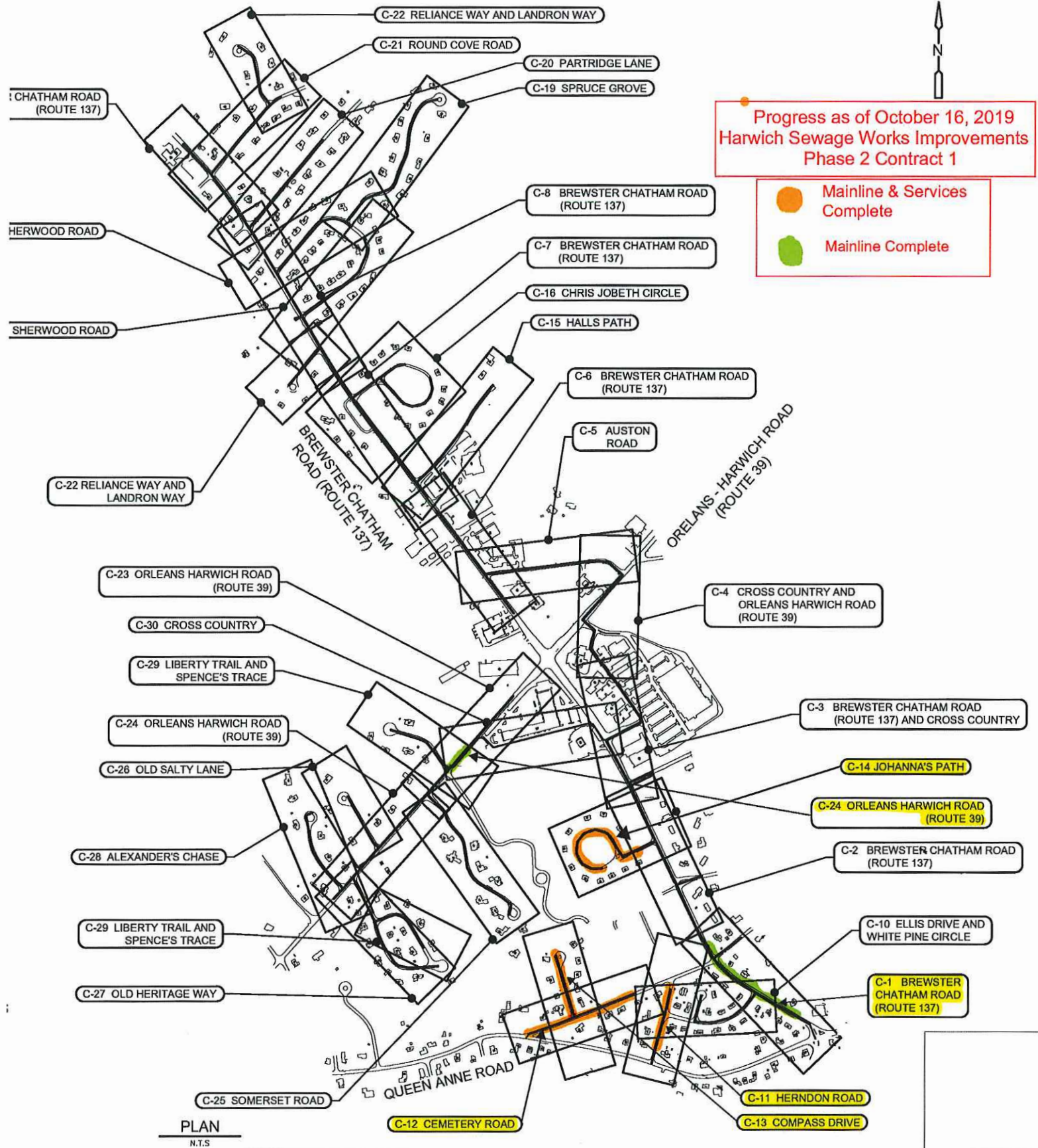
- Mainline Sewer Crew # 1
 - Continue Installation on RT 39
** Detour **
- Mainline Sewer Crew # 2
 - Continue Installation on RT137
** Detour **

Please note that this is a projected schedule and will be adjusted accordingly based on the Contractor's actual progress and the weather. On an as needed basis auxiliary crews will be performing testing, installing inverts, raising castings, paving , and performing general cleanup at various locations throughout the project area.



Progress as of October 16, 2019
 Harwich Sewerage Works Improvements
 Phase 2 Contract 1

- Mainline & Services Complete
- Mainline Complete



PLAN
 N.T.S.



HARWICHPolice

DEPARTMENT

183 Sisson Road, Harwich, MA 02645

Tel 508-430-7541 Fax 508-432-2530



DAVID J. GUILLEMETTE
Chief of Police

KEVIN M. CONSIDINE
Deputy Chief

Memorandum

TO: *Board of Selectmen*
Christopher Clark
Town Administrator

FROM: **David J. Guillemette** 
Chief of Police

DATE: **October 15, 2019**

SUBJECT: **Special Police Officer Appointment Recommendation**

Background

The Harwich Police Department has an authorized strength of 35 sworn full time officers. The department also employs a number of Special Police Officers who augment our roster and assist with traffic details and special events. With the increase in road construction in town it has become quite challenging to fill all of the traffic details that are requested by various town departments and private companies. Adding qualified Special Officers will help cover the traffic details and increase public safety at these locations.

Recommendation

I am requesting that Officer Jack Burns be appointed as a part-time Special Police Officer for the Harwich Police Department effective October 21, 2019 with an hourly rate of \$21.00.

Candidate Information

Animal Control Officer Burns will officially retire from the Harwich Police Department on October 4, 2019 after 20 years of dedicated service. Jack will be added to our roster as a Special Police Officer to assist with working traffic details.

Patti Macura

From: griffithsjwg@aol.com
Sent: Monday, October 07, 2019 1:57 PM
To: Patti Macura
Subject: Select board mtg

Patti: I am requesting I be placed on Board meeting agenda 10/20 to give a brief report to Board on the operation of The Dockside Seafood Shack's first season and answer any questions they may have. Thanks - Joe. Griffiths

Sent from AOL Mobile Mail
Get the new AOL app: mail.mobile.aol.com

HARC ANNUAL REPORT TO BOS 2019

Harwich Accessible Rights Committee Annual Report 201

The mission of the Harwich Accessibility Rights Committee (HARC) is to advise and guide the Town of Harwich and the general public regarding issues of disabilities and accessibility as ordered by the Americans with Disabilities Act (ADA) and the Massachusetts Architectural Access Board. Also, the Harwich Accessibility Rights Commission provides information and referral services to residents and visitors. In the process, we work closely with the local Harwich churches, elderly services, and the Veterans Agent.

The definition of an elderly, or senior citizens to HUD is anyone over 62 ½ years of age; the percentage, per capita in Harwich is one of the highest in the state, and it is growing.

As far as Disability Status – Harwich has an elevated level of individuals with special needs!

In 2014, looking at the noninstitutionalized Harwich population, 12%, were individuals that claimed some type of disability, this was up from 9.3% in 2000.

Today the population today is about 12,220. But it can swell to three times that in the summer.

For those Harwich residents that are under 18 years of age; 4.8% claimed a disability.

In the 18 to 64 age range, of Harwich residents, 10.7% claimed a disability.

Regarding the Harwich population of persons 62 years of age or older, which is over 31% of the residents; 12% of those in that age group claim some type of disability.

These levels of over 12% disability, particularly of those of seniors, represent a significant need for requirements of ADA approved accessibility within the entire Harwich community.

These percentages are high in comparison to the 9.3% level for the state.

The Harwich Accessibility Rights Committee (**HARC**) currently has only three (3) active members. We have openings for two full-time member and two alternate members. These present members have been active, professional and an asset to the Town of Harwich.

Because so many Harwich residents go south in the winter, those two alternate members are a critical element in maintaining a Meeting Quorum. During the last year, six of the monthly meetings were canceled due to a lack of a Quorum.

Two years ago, the Harwich Accessible Rights Committee, “HARC” participated in an ADA Self-Evaluation and Transition engagement; that is required in every community in the United States. As a result of this evaluation, that was conducted by ADA Certified Consultants, HARC was made aware of 271 ADA violations regulations. The Town of Harwich is in the process of becoming in ADA compliance.

I’m concerned that because of a limited HARC membership, we do not have the ability to perform the assigned duties, therefore I would like to invite any and all interested individuals, that would like to participate in the meetings, along with those interested in the opportunities and responsibilities of becoming active HARC members of the committee, to join us.

W. Matthew Hart  October 21, 2019

Chairman Harwich Accessible Rights Committee

Patti Macura

From: Cynthia Hartman <cynhartman@gmail.com>
Sent: Tuesday, October 15, 2019 9:23 AM
To: Patti Macura
Subject: Fwd: Town of Harwich, MA Bottle Project Venue Approval Request
Attachments: Venue Request Town of Harwich .docx

Town of Harwich, MA Bottle Project Venue Approval Request

Attn: Patti Macura,

pmmacura@town.harwich.ma.us
508-430-7513

From: Cynthia Hartman
cynhartman@gmail.com
561-703-5373

Letter to Town Selectmen:

Michael MacAskill
Larry Ballantine
Donald Howell
Edward McManus
Stephen Ford

cc: Town Administrator: Christopher Clark

**Proposed sites: Harwich Cultural Center 204 Sisson Rd. Harwich MA
Harbor Master Office Saquatucket Harbor, Harwich Port, MA**

Hello Patti,

I hope I have attached all the information needed for the success of The Bottle Project venue approval. I will leave the correct distribution of this package to you. I have included the photos in the body of the information. If there is additional information I need to provide, or questions to answer, please don't hesitate to contact me.

I appreciate your guidance with this request very much. It is my first request to a Board of Selectmen.

Thank you,

Cynthia Hartman
Artist in Residence
Harwich Cultural Center #215
Harwich, MA 02645

Home:
486 Route 28
Harwich Port, MA 02646

Town of Harwich, MA
Bottle Project Venue Approval Request

Attn: Patti Macura,
pmmacura@town.harwich.ma.us
508-430-7513

From: Cynthia Hartman
cynhartman@gmail.com
561-703-5373

Town Selectmen:
Michael MacAskill
Larry Ballantine
Donald Howell
Edward McManus
Stephen Ford

cc: Town Administrator: Christopher Clark

Proposed sites: Harwich Cultural Center 204 Sisson Rd. Harwich MA
Harbor Master Office Saquatucket Harbor, Harwich Port, MA

Hello Patti,

I hope I have attached all the information needed for the success of The Bottle Project venue approval. I will leave the correct distribution of this package to you. I have included the photos in the body of the information. If there is additional information I need to provide, or questions to answer, please don't hesitate to contact me.

I will be out of town from Oct 1 to Oct 10, 2019. I agree with your suggestion that this venue approval request be scheduled on the Tuesday, October 15, 2019 agenda, so I can be there to address it.

I appreciate your guidance with this request very much. It is my first request to a Board of Selectmen.

Thank you,

Cynthia Hartman
Artist in Residence
Harwich Cultural Center #215
Harwich, MA 02645
Home:
486 Route 28
Harwich Port, MA 02646

The Bottle Project

The Bottle Project is supported in part by:

- A grant from the Harwich Cultural Council, a local agency supported by the Massachusetts Cultural Council, a state agency
- Cynthia Hartman, Artist
- The Harwich Cultural Center, Town of Harwich, MA
- Baskins Ace Hardware, of Harwich Port, MA

Launched during ArtWeek, April 26, 2019, The Bottle Project is a piece of living, public art, that can be installed in an indoor or outdoor venue. It is a hands-on art project created by the community for the community.



The Bottle Project May 2019

The Bottle Project was originally designed as an activity for children. However, from the moment it was launched on ArtWeek, April 26 to May 4, 2019. The Bottle Project quickly took on a life of its own. When school age children began to have fun painting, recycling, recreating a canvas of plastic water bottles, the rest of the community and visitors delightfully, joined in the project.

School age children, members of the community and visitors designed, decorated, recreated and upcycled/recycled their empty water bottles. Then inserted them into a large approximate 4' by 7' indoor/outdoor decorative grid, constructed of green Multi-Purpose Mesh PVC Net Fencing. A barrier like that used for construction, snow barriers, gardens, landscape fencing. This created the community canvas.



The Bottle Project 9/15/19

Over 100 hours and hundreds of participants painted, cut, decorated and artfully enjoyed creating The Bottle Project. Beginning with the ArtWeek in April/May 2019 continuing at Town of Harwich events throughout the season; ArtWeek, Harwich Cultural Center Open Studios, Town of Harwich Summer Program, Brooks Park Arts and Crafts Festival and The Cranberry Harvest Festival the community canvas has been completed.

Collectively and to the credit of our environmentally consciousness community and visitors, we have proudly created a Public Art piece for the enjoyment of The Town of Harwich, MA.

The last and final stage of The Bottle Project continues forward with further design, embellishments and creative applications, manipulation of the canvas and the artistic expertise of the artist, Cynthia Hartman. Below are plastic bottles art design examples from other US artists and groups.



Dale Wayne



Tonawanda, NY Students

The Bottle Project has received significant publicity and promotion from the Cape Cod Chronicle, our local Harwich Cable Channel 18, Dinah Lane Show Artist Spotlight, Harwich Cultural Center Newsletters, Harwich Cultural Council, and MA Cultural Council events.

The Bottle Project has kept over 1500 single use plastic water bottles out of our recycling center and reduced plastic in the landfill. It has inspired our community and visitors to creatively re-approach, reuse and recycle plastic waste. The Bottle Project has also drawn the attention of cities and towns and organizations in MA, CT, NY and FL.

The Bottle Project has been invited to participate with 2020 The Blue Institute, International World Oceans Conference, the national organization, Surfrider and the Wellfleet Spat Shellfish Festival.

I would like to install and present the final Bottle Project public art piece to the Town of Harwich during the Harwich Holiday Stroll in December 2020. I have had positive discussions about two venue selections. A discussion with Carolyn Carey Director and Erica Strzepek, Program Aide of the Harwich Cultural Center to place the piece in that building. In addition, I have discussed hanging the piece in the new Harbormaster Office at Saquatucket Harbor with John Rendone, Harbormaster.

The Bottle Project can be installed in any public building or property for everyone to enjoy. The Harwich Elementary school, the Chamber of Commerce or Town Hall could be considered as other venue alternatives. If the Board of Selectmen would like to see the piece, let me extend an open invitation to my studio for a preview. Ed McManus has seen the project in progress at The Brooks Park Arts and Crafts Show and The Cranberry Harvest Festival.

Thank you,

Cynthia Hartman



OFFICE OF THE SELECTMEN
732 MAIN STREET
HARWICH, MA 02645
508-430-7513

APPLICATION FOR ENTERTAINMENT LICENSE

- Weekday Entertainment (\$75) 1 day (\$25) New application
 Batters Box (\$50) Renewal
 Go Carts (\$50) Annual
 Miniature Golf (\$50) Seasonal
 Trampolines (\$25) Opening Date _____
 Theater (\$150 per cinema)
Automatic Amusement:
 Juke Box (\$100 each)
 Video Games (\$100 each) Other _____

Business Name Winstead Inn And Beach Resort Phone 508.432.4444

Business Address 4 BRADDOCK STREET

Mailing Address P.O. BOX 432

Owners Name & Address GREGORY WINSTON

Email Address WINSTEADINN@gmail.com

Managers Name & Address DORIS HEYWOOD, 109 PARALLEL STREET

TIMES AND DAYS OF WEEK FOR ENTERTAINMENT (Please note this application does not cover Sundays. You can obtain a Sunday license application at the Selectmen's Office):

ENTERTAINMENT TYPE: (Check all appropriate boxes)

- Concert Dance Exhibition Cabaret Public Show Other
- Dancing by Patrons
- Dancing by Entertainers or Performers
- Recorded or Live Music (3 person combo, finishes at 10:00pm) 5pm to 10pm
- Use of Amplification System
- Theatrical Exhibit, Play or Moving Picture Show
- A Floor Show of Any Description
- A Light Show of Any Description
- Any Other Dynamic Audio or Visual Show, Whether Live or Recorded

At any time during this concert, dance exhibition, cabaret or public show, will any person(s) be permitted to appear on the premises in any manner or attire as to expose to the public view any portion of the body as described in Mass. General Laws Chapter 140, Section 183A, Para. 3.

___ Yes No

If Yes, answer questions 1 through 4 below. Attach a separate sheet and/or exhibits if necessary:

1. Describe in complete detail the extent of exposure during the performance and the nature of the entertainment: _____
2. Furnish additional information concerning the condition of the premises and how they are suitable for the proposed entertainment: _____
3. Fully describe the actions you will take to prevent any adverse effects on public safety, health, or order: _____
4. Identify whether and how you will regulate access by minors to the premises: _____

Days/Hours of Business Operation October 26, 5:00pm - 10:00pm

Pursuant to MGL, Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all State tax returns, and have paid all State taxes under the law.

[Signature] owner Federal I.D. # 04-3218750

Winstead Inn & Beach Resort Federal I.D. #

[Signature] Federal I.D. #

Signature of Partner Federal I.D. #

REGULATORY COMPLIANCE FORM

The premises to be licensed as described herein have been inspected and found to be in compliance with applicable local codes & regulations, including zoning ordinances, health regulations & building & fire codes.

Building Commissioner

Board of Health

Fire Department

comments:

Police Department

Required signatures to be obtained by the applicant prior to submission of new applications.



2020 Rental Agreement

This Agreement dated **October 10, 2019** by and between the Town of Harwich, Massachusetts ("Town"), acting by and through its Town Administrator, of 732 Main Street, Harwich, MA 02645, and NAME. ("Renter").

WHEREAS, the Town owns the real property, known as Seaside Marketplace at Saquatucket Marina, 715 MA-28, Harwich Port, MA 02646, as shown on Harwich Assessor's Map 15 T3-1.

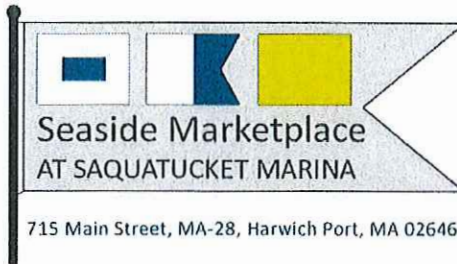
WHEREAS, the Renter is a claimed user of an area described as Seaside Marketplace at Saquatucket Marina.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual promises and agreements contained herein, the parties agree as follows:

Whereas in consideration of **\$000.00** and the mutual promises and agreements contained herein and the grant of a release from the Renter to the Town, the parties hereto agree as follows:

The Town grants the Renter a Rental Agreement to occupy a portion of the property described as Seaside Marketplace at Saquatucket Marina at 715 MA-28 in its current location on Town Property, subject to the terms and conditions contained herein.

1. The term of the Rental Agreement shall be for a period at will commencing at **8:30 a.m. on DATE** and ending at **7:30 p.m. on DATE** when terminated pursuant to any provision hereof. At the end of the Rental Agreement, unless further extended, the Renter shall remove all personal property from the occupied area and surrender the area and key to the Town.
2. Due upon signing the rental agreement: 1) the full rental fee of **\$000.00** for one 8' x 12' unit submitted as one check payable to the Town of Harwich and 2) a **\$50.00** security deposit submitted as one check payable to the Town of Harwich. The security deposit to be returned after move-out inspection and a completed post evaluation is returned. **NO rental fee refund for inclement weather or failure to appear.**
3. The Renter is required to carry commercial general liability insurance and submit 14 business days prior to occupation a Certificate of Insurance naming the Town of Harwich as an additional insured in the amount of **\$1,000,000.00**.
4. The Town will not be responsible for any sudden or unforeseen malfunctions of equipment. The Town is not liable for damages to the applicants and/or their guests including consequential and incidental damages that might result from a malfunction of equipment.
5. The Renter will not hold the Town of Harwich responsible for any and all lawsuits for damages caused by the use of the premises of the applicant.
6. This Rental Agreement is license only and can be terminated at will by the Town of Harwich or its representatives.
7. The Town recognizes that it is bound by law and must prohibit certain activities. Those activities prohibited include but are not limited to: any activity that may be injurious to the building, grounds or persons; any activity in conflict with any Federal, State, local laws or regulations.
8. It is expected the Renter will present themselves at all times in a respectful and professional manner. The use of alcoholic beverages, marijuana, or use of any illegal drug, is prohibited as well as illegal conduct or activities of a lewd and lascivious nature (including public nudity). No smoking in or near the marketplace units. Inappropriate or disruptive conduct will result in immediate revocation of the Rental Agreement to use the facility.
9. No dumping of hazardous materials in any form, e.g. paints, thinners, varnish, etc., is allowed. No open flames allowed inside or outside of the rental unit.
10. The display of items directly on the exterior walls of the rental unit including artwork, product, signs, or flags, must be preapproved by Harwich Cultural Center staff.



11. The Renter is required to report the number of visitors to their rental unit, number of sales made, and gross dollar revenue. Information will be confidential but allow for future planning. Failure to submit the post evaluation report may result in rescission of the security deposit and/or the opportunity to participate in subsequent years.
12. The marketplace is open **from 10:00 a.m. to 6:00 p.m. for full week rentals; 10:00 a.m. to 3:00 p.m. for weekend rentals.** By written agreement from the Town Administrator, the Renter is free to open earlier or stay open later, but the rental unit must be open and staffed by the Renter during the designated hours.
13. Except during severe, inclement weather which would place the safety of the Renter and his or her work in jeopardy, failure to be open to the public during designated hours could result in cancellation and rescission of the rental agreement. Renter may close for a one-hour break on a rotating basis between the four marketplace units.
14. Public bathrooms are located on the main deck of the Harwich Harbormasters Office.
15. Free public parking is available in any of the adjacent parking lots. The Renter is free to bring their vehicle as close to the facility as is reasonably possible for the sole purpose of unloading and loading only. No overnight parking.

I (we) the undersigned do forever release, acquit, discharge, and covenant to hold harmless the Town of Harwich, a municipal corporation of the Commonwealth of Massachusetts, and its successors, departments, officers, employees, servants and agents (i.e. its representatives), of any and all actions, causes of action, claims, demands, damages, costs, loss of services, expenses and compensation on account of, or in any way growing out of, directly or indirectly, all known and unknown personal injuries or property damage which may arise out of the use of the Seaside Marketplace at Saquatucket Marina by me (us) the organization I represent, now or hereafter; FURTHERMORE, I hereby agree to protect the Town of Harwich and its representatives against any claim for damages, compensation or otherwise growing out of or resulting from injury in connection with my (our) organization's use of the Seaside Marketplace at Saquatucket Marina for the activity(ies) during the period(s) under this agreement, and to INDEMNIFY, reimburse or make good to the Town of Harwich or its representatives any loss or damage or costs, including attorneys' fees, the Town of Harwich or its representatives may have to pay if any litigation arises from the activity(ies) during the period(s) under this agreement.

Executed as a sealed instrument on the day and the year first above written.

Town Administrator, Town of Harwich

Renter

Date

Date

Renter

Date



To be considered for the 2020 season, submit the following information:

1. Applicant(s) information (page 1).
2. Portfolio information outlining qualifications and intend use, include information for both applicants (page 2).
3. Select **available dates** only; placement based on medium, variety, and space availability (page 3).
4. Email three digital images of work, per applicant, to culturalcenter@townofharwich.us; label files with last name.
5. Complete application may be returned or mailed to the Harwich Community Center, 100 Oak Street, Harwich, MA 02645 or emailed to culturalcenter@townofharwich.us. Application will not be processed without receipt of digital images.
6. Upon acceptance, applicant(s) will be required to sign a formal rental agreement, submit one rental fee check, one security deposit check, and a certificate of general liability insurance naming the Town of Harwich as an additional insured.

Applicant One Name _____

Organization _____

Mailing Address _____

Town _____ State _____ Zip _____

Phone _____ Email _____

Website _____

Social Media _____

Did you participate in Seaside Marketplace Season 1? _____

Applicant Two Name _____

Organization _____

Mailing Address _____

Town _____ State _____ Zip _____

Phone _____ Email _____

Website _____

Social Media _____

Did you participate in Seaside Marketplace Season 1? _____



In 100 words or less, description of your work, include the medium, the materials used, and any features that you feel are unique to your work. (Additional sheet may be attached.)

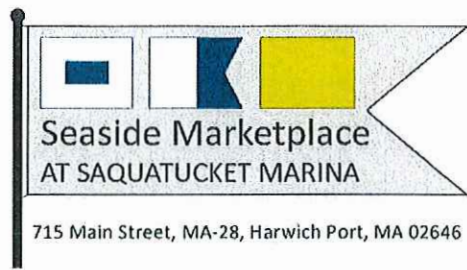
Do you intend to demonstrate the making of your items/art or create your product on site during your rental? _____

Detail the price point for the items that you will have for sale. (Attach a price sheet if applicable as an additional document.)

Seaside Marketplace at Saquatucket Marina seeks to be an affordable, temporary retail space which promotes creative entrepreneurs and the creative economy on Cape Cod. Tell us about what you and your business hope to gain from this experience.

Please provide details about any other similar events you have had on or off Cape and list the program years of attendance. If this would be your first experience, please let us know that also! We will use this information to strengthen our marketplace program.

Vendors are required to submit a certificate of general liability insurance naming the Town of Harwich as an additional insured in the amount of \$1,000,000 14 business days prior to occupation without exception. Do you already have a certificate of insurance? _____



WEEKENDS <ul style="list-style-type: none"> • \$100 rental fee + \$50 security deposit • Move-in 8:30 a.m. morning of rental • Move-out 4:30 p.m. end of rental • Hours of operation: 10:00 a.m. – 3:00 p.m. 			SELECT DATES
Week 1	May 22 – May 25	Friday – Saturday – Sunday - Monday	
Week 2	May 29 – May 31	Friday – Saturday - Sunday	
Week 3	June 5 – June 7	Friday – Saturday - Sunday	
Week 4	June 12 – June 14	Friday – Saturday - Sunday	
Week 5	June 19 – June 21	Friday – Saturday - Sunday	
Week 6	June 26 – June 28	Friday – Saturday - Sunday	
FULL WEEKS <ul style="list-style-type: none"> • \$200 rental fee + \$50 security deposit • Move-in 8:30 a.m. morning of rental • Move-out 7:30 p.m. end of rental • Hours of operation: 10:00 a.m. – 6:00 p.m. 			SELECT DATES
Week 7	July 1 – July 7	Wednesday – Tuesday	
Week 8	July 8 – July 14	Wednesday – Tuesday	
Week 9	July 15 – July 21	Wednesday – Tuesday	
Week 10	July 22 – July 28	Wednesday – Tuesday	
Week 11	July 29 – August 4	Wednesday – Tuesday	
Week 12	August 5 – August 11	Wednesday – Tuesday	
Week 13	August 12 – August 20	Wednesday – Tuesday	
Week 14	August 19 – August 27	Wednesday – Tuesday	
Week 15	August 26 – September 1	Wednesday – Tuesday	
Week 16	September 2 – September 8	Wednesday – Tuesday	
WEEKENDS <ul style="list-style-type: none"> • \$100 rental fee + \$50 security deposit • Move-in 8:30 a.m. morning of rental • Move-out 4:30 p.m. end of rental • Hours of operation: 10:00 a.m. – 3:00 p.m. 			SELECT DATES
Week 17	September 11 – September 13	Friday – Saturday - Sunday	
Week 18	September 18 – September 20	Friday – Saturday - Sunday	
Week 19	September 25 – September 27	Friday – Saturday - Sunday	
Week 20	October 2 – October 4	Friday – Saturday - Sunday	
Week 21	October 9 – October 12	Friday – Saturday – Sunday - Monday	

Patti Macura

From: Carolyn Carey
Sent: Friday, October 11, 2019 2:58 PM
To: Christopher Clark
Cc: Patti Macura; Erica Strzepek
Subject: Agenda
Attachments: marketplace.pdf

Hi,

I would like to request that we be placed on the agenda for the selectmen's meeting on October 21st

We need to get the Seaside Marketplace Applications, Schedule and Agreements approved for next year so we can begin to advertise for the Marketplace.

This is the typical time of year that vendors begin to make plans for the season.

Please let me know if you have any questions or concerns

Thank you in advance

Regards

Carolyn Carey
Director, Harwich Community Center
100 Oak Street
Harwich, MA 02645

508-430-7568
ccarey@town.harwich.ma.us

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039



Christopher Clark, *Town Administrator*
Joseph F. Powers, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA

MEMO

TO: Board of Selectmen

FROM: Joseph F. Powers, Assistant Town Administrator

CC: Christopher Clark, Town Administrator
Carol Coppola, Finance Director
Griffin J. Ryder, Town Engineer
Lincoln Hooper, DPW Director

RE: Award of Contract from Catch Basin Replacement and Drainage Infrastructure Installation

DATE: October 21, 2019

Attached with this memo is a contract to be awarded based on an Invitation for Bid (IFB) process that the Town Engineer and I managed with support from the Division of Highways & Maintenance for the Catch Basin Replacement and Drainage Infrastructure Installation (Unit Price Work) yearly contract (the "Project").

An Invitation for Bids was published in The Central Register on Wednesday, September 11, 2019, posted on the COMMBUYS site on Thursday, September 19, 2019, a public notice was published in the Cape Cod Chronicle on Thursday, September 12, 2019 and a public notice was posted at Town Hall on Thursday, September 19, 2019.

Three (3) addenda were issued in three separate notices on the following dates:

- September 24, 2019;
- September 30, 2019; and
- October 2, 2019.

The first and third addenda notified prospective bidders of changes to the date and time of the bid opening. The final bid opening was conducted at 2:00pm on Tuesday, October 8, 2019 in the Office of the Town Administrator.

The Project is to be funded by Chapter 90 funds with a contract value greater than \$50,000 and therefore the contract must be awarded to a Massachusetts Department of Transportation (MassDOT) Prequalified Contractor for the specified class of work (defined by MassDOT). The following bids from the list of MassDOT Prequalified Contractors were received:

- Robert B. Our, Co., Inc – Total Bid: \$394,200.00; and
- MCE Dirtworks Inc. – Total Bid: \$431,500.00.

Two (2) additional bids were submitted from contractors that were not MassDOT Pre-Qualified as required by statute and therefore these bids were not considered in the bid evaluation and award process.

Robert B. Our, Co., Inc. has been confirmed as the responsible and responsive bidder. The contract has been reviewed by Town Counsel and the Town Accountant has confirmed that funding is available. Please note that this project is funded by Chapter 90 funds.

The full packet of contract documents is on file in the Administration Department and is available for review.

Recommendation: I recommend the Board of Selectmen approve this procurement as outlined, award the contract to Robert B. Our, Co., Inc. and sign the attached contract documents.

CONSTRUCTION CONTRACT AGREEMENT

THIS AGREEMENT made this 21st day of October
in the year Two Thousand and nineteen (2019), between Robert B. Our Co., Inc., a corporation,
with a usual place of business at 24 Great Western Road, Harwich, MA 02645,
hereinafter called the CONTRACTOR, and the Town of Harwich, acting by its Board of
Selectmen, with a usual place of business at 732 Street, Harwich, MA, hereinafter called the
OWNER.

The CONTRACTOR and the OWNER, for the consideration hereinafter named, agree as follows:

1. Scope of Work

The Contractor shall furnish all labor, materials, equipment and insurance to perform all work required for the project known as the Catch Basin Replacement and Drainage Infrastructure Installation (Unit Price Work) Project, in strict accordance with the Contract Documents and all related Drawings and Specifications. The said Documents, Specifications, Drawings and the SPECIAL PROVISIONS are incorporated herein by reference and are made a part of this Agreement.

2. Contract Price

The Owner shall pay the Contractor for the performance of this Agreement, subject to additions and deductions provided herein, in current funds, the sum of
Three Hundred ninety-four thousand two hundred dollars and zero cents (\$394,200.00).

3. Commencement and Completion of Work and Liquidated Damages

It is agreed that time is of the essence of this Agreement. The Contractor shall commence and prosecute the work under this Agreement upon execution hereof and shall complete the work on or before October 1, 2020.

- A. Definition of Term: The Term "Substantial completion" shall mean the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the project, or designated portion(s) thereof, for the use for which it is intended.
- B. Time as Essential Condition: It is understood and agreed that the commencement of and substantial completion of the work are essential conditions of this Agreement. It is further agreed that time is of the essence for each and every portion of the Contract Documents wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract Documents any additional time is

allowed for the completion of any work, the new time fixed by such extension shall be of the essence of this Agreement. It is understood and agreed that the times for the completion of the work are reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

- C. Progress and Completion: Contractor shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure Substantial Completion within the stipulated number of calendar days.
- D. Liquidated Damages: It is expressly agreed between the Contractor and the Owner that the Contractor will be responsible for all damages which may arise due to the Contractor's failure to substantially complete the work within the above specified time. If the Contractor shall neglect, fail or refuse to complete the work within the specified number of days, or any extension thereof authorized by the Owner, Contractor agrees, as a part of the consideration for the execution of this Contract by the Owner, to pay the Owner the amount specified herein, not as a penalty, but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day, excluding Saturdays, Sundays and legal Holidays, that the Contractor shall be in default of Substantial completion after the date specified in the Agreement. Due to the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, said amount is agreed to be the amount of damages which the Owner would sustain, and said amount shall be retained from time to time by the Owner from current periodic estimates. The amount of liquidated damages shall be \$500 per day.

4. Performance of the Work

- A. Direction of the Work: The Contractor shall supervise and direct the Work, using his best skills and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall maintain adequate supervisory personnel at the project site during the performance of the Work. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement.
- B. Responsibility for the Work: (1) The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor. This obligation shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the work.

(2) The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Contractor.

- C. Permits and Fees: Unless otherwise expressly provided, the Contractor shall secure and pay for all permits and fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Agreement and which are legally required at the time the bids are received, and the same shall at all times be the property of the Owner and shall be delivered to the Owner upon completion of the Project.
- D. Notices, Compliance With Laws: (1) The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Contractor shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid. The Owner represents that it has disclosed to the Contractor all orders and requirements known to the Owner of any public authority particular to this Agreement.
- (2) If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate modification.
- (3) If the Contractor performs any Work which he knows or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility therefor and shall bear all costs attributable thereto.
- (4) In the performance of the Work, the Contractor shall comply with all applicable federal, state and local laws and regulations including those relating to workplace and employee safety. The Contractor shall notify the Owner immediately of any conditions at the place of the work which violate said laws and regulations and shall take prompt action to correct and eliminate any such violations.
- E. Project Superintendent: The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.
- F. Progress Schedule: The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Owner's information an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.
- G. Drawings, Specifications and Submittals:
- (1) The Contractor shall maintain at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, and "As-Built" Drawings and Specifications in good order and marked currently to record all changes made during construction, and approved Shop Drawings,

J. Warranty: The Contractor guarantees to Owner that all materials incorporated into the work will be new unless otherwise specified or agreed. Prior to final payment, the Contractor shall deliver to the Owner all manufacturers' warranties, together with such endorsements or assignments as are necessary to ensure to the Owner the full rights and benefits of such warranties.

5. Affirmative Action/Equal Employment Opportunity

The Contractor is directed to comply with all applicable State Laws, Ordinances, Bylaws, and rules and regulations regarding affirmative action/equal employment opportunity requirements. Failure of the Contractor to comply with any such law, rule or regulation shall constitute grounds for the Owner to terminate the Agreement.

6. Site Information Not Guaranteed; Contractor's Investigation

All information given in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the Owner. All such information is furnished only for the information and convenience of the Contractor and is not guaranteed.

It is agreed and understood that the Owner does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated in the Contract Documents.

Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state, and local laws, rules, ordinances, and regulations that in any manner may affect costs, progress, or performance of the work. Contractor has made, or has caused to be made, examinations, investigations, and tests and studies of such reports and related data in addition to those referred to in the paragraph above as he deems necessary for the performance of the work at the Contract Price, within the Contract Time, and in accordance with the other Terms and Conditions of the Contract Documents; and no additional examinations, tests, investigations, reports, and similar data are or will be required by the Contractor for such purposes.

Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the Contract Documents. Contractor has given the Owner written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents, and the resolution thereof by the Owner is acceptable to the Contractor.

It is further agreed and understood that the Contractor shall not use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the Owner, arising from or by reason of any variance which may exist between the information made available and the actual subsurface conditions or other conditions or structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

Work so that the value of the Work remaining to be done is, on the estimate of the Owner, less than 1% of the original Contract Price, or substantially completes the Work and the Owner takes possession or occupancy, whichever occurs first, the Owner shall pay the Contractor the entire balance due on the Contract less:

1. A retention based on an estimate of the fair value of the Owner's claims against the Contractor and of the cost of completing the incomplete and unsatisfactory items of work.
2. A retention for direct payments to Subcontractors, if any, based on demands of same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws, or based on the record of payments by the Contractor to the Subcontractors under this Contract if such record of payment indicates that the Contractor has not paid Subcontractors as provided in Section 39F of Chapter 30 of the General Laws.

If the Owner fails to make payment as herein provided, there shall be added to each such payment, daily interest at the rate of 3 percentage points above the rediscount rate than charged by the Federal Reserve Bank of Boston, commencing on the first day after said payment is due, and continuing until the payment is delivered or mailed to the Contractor; provided that no interest shall be due, in any event, on the amount of a periodic estimate for final payment until fifteen (15) days after receipt of such a periodic estimate by the Owner as provided in the first paragraph of this Article. The Contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

The Owner may make changes in any periodic estimate submitted by the Contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, and such changes and any requirements for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided further, that the Owner may, within seven (7) days after receipt, return to the Contractor for correction, any periodic estimate which is not in acceptable form or which contains computations not arithmetically correct, and in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter.

- E. Changes in the Work: No changes in the work covered by the approved Contract Documents shall be made without prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:
- (a) Unit bid prices previously approved.
 - (b) An agreed lump sum.
 - (c) The actual cost of:

Non-Collusion Certificate
Tax Compliance Certificate
Clerk's Certificate of Corporate Vote
Certificate of Insurance
Special Provisions
Measurements and Payment
Contract Drawings
Schedule of Prevailing Wages

12. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

13. Indemnification

The Contractor shall indemnify and hold harmless the Owner from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement when such claims, damages, losses, and expenses are caused, in whole or in part, by the acts, errors, or omissions of the Contractor or his employees, agents, subcontractors or representatives.

14. Insurance

The Contractor shall purchase and maintain such insurance as will protect both the Owner and the Contractor from claims which may arise under the Agreement, including operations performed for the named insured by independent contractors and general inspection thereof by the named insured. In addition, the Contractor shall require its subcontractors to maintain such insurance. Coverage shall be provided for:

- 14.1 claims under workers' or workmen's compensation, disability benefit and other applicable employee benefit acts;
- 14.2 claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
- 14.3 claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
- 14.4 claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
- 14.5 claims for damages, including damages to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

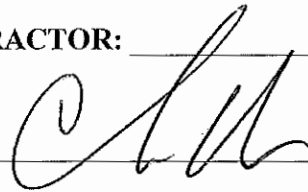
AGREED:

TOWN OF HARWICH, MASSACHUSETTS
(Owner)

By its Board of Selectmen over \$25,000

CONTRACTOR:

By



Christopher W. Orr

(Name)

President

(Title)

P.O. Box 1539

(Address)

Harwich MA 02645

(City and State)

In accordance with G.L. c.44, Section 31C, this is to certify that an appropriation in the amount of this contract is available therefore and that the Town Administrator has been authorized to execute the contract and approve all requisitions and change orders.

By  Carol Coppola
(Owner's Accountant)

CAROL Coppola 12254212/578000
(Name) Chapter 90
 State Funding



CERTIFICATE OF VOTE

Pursuant to a regular and duly filed waiver of notice, a special meeting of the Board of Directors of Robert B. Our Co., Inc. was duly called and held at 24 Great Western Road, Harwich, Massachusetts, on November 6, 2007 at ten o'clock in the forenoon. All the Directors and Stockholders were present and/or in writing waived notice and assented to all action taken thereat. I certify that the following vote, which has never been rescinded or revoked, was passed:

"VOTED: That Christopher W. Our, President of Robert B. Our Co., Inc. be and he is hereby authorized and empowered, in the name and on behalf of the Corporation and upon such terms as he may deem necessary, proper or advisable, to sign, seal, execute and deliver any and all agreements and contracts which he may from time to time deem necessary, proper or advisable, for the business of the Corporation;

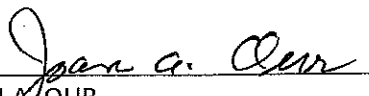
"VOTED: That Christopher W. Our, President of Robert B. Our Co., Inc. be and he is hereby authorized and empowered, in the name and on behalf of the Corporation and upon such terms as he may deem necessary, proper or advisable, to sign, seal, execute and deliver any and all applications for Bonds and Bonds relative to work performance of said Corporation, and to do any and all related acts which he may from time to time deem necessary, proper or advisable, for the business of the Corporation;

I do further certify that Robert B. Our Co., Inc. is a duly organized Corporation; that the foregoing Vote is in accordance with the charter and by-laws of said Corporation; that Christopher W. Our is a duly elected and qualified President of the Corporation, and that I am the duly elected and qualified Clerk of the Corporation.

Dated: November 6, 2007

A true extract record.

ATTEST:



JOAN A. OUR
Clerk

CORPORATE SEAL

**CERTIFICATIONS REQUIRED BY LAW
FOR PUBLIC CONSTRUCTION CONTRACTS**

You must **COMPLETE** and **SIGN** the following certifications. You must also print, at the bottom of this page, the name of the contractor for whom these certifications are submitted.

TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

NON-COLLUSION

The undersigned certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

PUBLIC CONTRACTOR DEBARMENT

The undersigned certifies under penalty of perjury that the below named contractor is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

OSHA TRAINING

Pursuant to G.L. c. 30, §39S, the Contractor hereby certifies under penalties of perjury as follows:

- (1) Contractor is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;
- (2) All employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and they shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and
- (3) All employees to be employed in the work subject to this contract have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

COMPLETE AND SIGN BELOW:

Christopher Aur- President 10-17-19
Authorized Person's Signature Date

Robert B. Aur Co.
Print Name & Title of Signatory
Name of Contractor

FORM OF GENERAL BID

Proposal of Robert B. Our Co., Inc. (hereinafter called "Bidder")*

- a corporation, organized and existing under the laws of the State of MA
- a joint venture
- a partnership
- an individual doing business as _____

To The Town of Harwich, MA (hereinafter called the Owner)

Gentlemen:

The Bidder, in compliance with your invitation for bids for the **Catch Basin Replacement and Installation Program**, having examined the plans and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies and to construct the project in accordance with the contract documents, within the time set forth therein and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

The Bidder hereby agrees to commence work under this contract on or before a date to be fixed in the written "Notice to Proceed" given by the Owner to the Contractor and to fully complete the project within 4/1/20 consecutive days of the start date fixed in the "Notice to Proceed." The Bidder further agrees to pay, as liquidated damages, the sum of \$ 500.00 for each consecutive calendar day thereafter, during which the work has not been fully completed, as provided in the "Liquidated Damages" requirements.

5.	4 each	Catch basin with 600 gallon leaching basin (Fig. 4)	<u>\$ 36,400.00</u>
		<u>Nine Thousand One Hundred</u> (dollars)	
		and <u>Zero</u> (cents)	
		(\$ 9,100.00)	
6.	5 each	Catch basin with (2) 4x4x4 leaching galleys (Fig. 5)	<u>\$ 41,500.00</u>
		<u>Eight thousand three Hundred</u> (dollars)	
		and <u>Zero</u> (cents)	
		(\$ 8300.00)	
7.	1 each	Catch Basin with 500 gallon drywell (Fig. 6)	<u>\$ 8,000.00</u>
		<u>Eight Thousand</u> (dollars)	
		and <u>Zero</u> (cents)	
		(\$ 8,000.00)	
8.	1 each	Catch basin with 1,000 gallon leach basin and 2 ft shim (Fig. 7)	<u>\$ 11,000.00</u>
		<u>Eleven Thousand</u> (dollars)	
		and <u>Zero</u> (cents)	
		(\$ 11,000.00)	
9.	3 each	Catch Basin with perforated pipe(Fig. 8) leach trench (50 Feet)	<u>\$ 21,000.00</u>
		<u>Seven Thousand</u> (dollars)	
		and <u>Zero</u> (cents)	
		(\$ 7,000.00)	
10.	2 each	Catch basin with 600 gallon leaching basin (Fig. 9)	<u>\$ 16,200.00</u>
		<u>Eight Thousand One Hundred</u> (dollars)	
		and <u>Zero</u> (cents)	

11. 3 each Gutter Inlet (Fig. 10) \$ 9,000.00

Three Thousand

(dollars)

and

Zero

(cents)

(\$ 3,000.00)

(dollars)

(cents)

TOTAL OF BID

The computed contract price for all Item 1 through 11 inclusive is:
Three hundred ninety four thousand two hundred Dollars and zero cents Cents (\$ 394,200.00)

(All entries shall be made clearly in ink or typewritten. Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, et to cover the finished work of the several kinds called for.

The Bidder understands that all bids for this project are subject to the applicable bidding laws of the Commonwealth of Massachusetts, including the General Laws Chapter 30, Section 39M, as amended.

The contract will be awarded to the lowest responsible and eligible bidder.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

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 bids.

Within 10 days of receipt of the written notice of acceptance of this bid, the Bidder will execute the formal Contract of Agreement with the Owner.

Bid security is attached in the sum of five percent (5%) of the total bid, in accordance with the conditions of Part I, General Information. The bid security may become the property of the Owner in the event that the contract and bond are not executed within the time set forth above.

The selected Contractor shall furnish a performance bond and a payment bond in an amount at least equal to one hundred percent (100%) of the contract prices, in the form provided in the Contract Documents.

e.

f.

Bank Reference

Mary Lenihan
(Name)

Cape Cod Cooperative
(Bank)

1470 Orleans Road, E. Harwich, MA
(Address)

508-568-1236
(Telephone Number)

Pursuant to G.L. c.62C, §49A, I certify hereby in writing, under penalties of perjury, that the within named Bidder/Contractor has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

The undersigned Bidder hereby certifies under penalties of perjury, as follows: (1) that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in

YEAR	JOB CODE	PROJECT NAME	ORIGINAL CONTRACT VALUE	FINAL CONTRACT VALUE	CLASS OF WORK	P.M.	GC OR SUB	OWNER / CUSTOMER	ENGINEER OR OWNER'S REP	DATE OF COMPLETION	PROJECT DESCRIPTION
DRAINAGE											
2018		NORTH RAMP HANGAR II DRAINAGE IMPROVEMENTS, HYANNIS	\$ 317,288		DRAINAGE	WBM	GC	TOWN OF BARNSTABLE	HORSLEY WITTEN GROUP 508-833-6600		
2017	AWR	WADING RIVER EAST FILTER BED REHAS - ATTLEBORO	\$ 29,895		DRAINAGE	CT	GC	TOWN OF ATTLEBORO, MA	TOWN OF ATTLEBORO, MA		Renovate the sand bed filter by removing the existing course sand top 2" layer of the East filter beds.
2017	FD	FALMOUTH DRAINAGE	\$238,550		DRAINAGE	ALA	GC	TOWN OF FALMOUTH Amy Lowell alowell@falmouthmass.us			Install drainage of various sizes at designated spots throughout the Town of Falmouth, MA for it's yearly drainage contract..
2017	HD17	HARWICH CATCH BASIN REPLACEMENT & INSTALL	\$236,500		DRAINAGE	AJO	GC	TOWN OF HARWICH, MA			Install drainage of various sizes at designated spots throughout the Town of Harwich, MA for it's yearly drainage contract..
2017	BD18	BARNSTABLE DRAINAGE - 2018 Site Superintendent: Brian Monteiro	\$694,258		DRAINAGE	ALA	GC	TOWN OF BARNSTABLE - DPW Brian Celia brian.celia@town.barnstable.ma.us 508-790-6301	TOWN OF BARNSTABLE - DPW Brian Celia brian.celia@town.barnstable.ma.us 508-790-6301		Install drainage of various sizes at designated spots throughout the Town of Barnstable, MA for it's yearly drainage contract..
2016	KP	KINGSBURY PLAZA - KINGSTON, MA	\$1,736,762		PAVING / DRAINAGE	CT	GC	OWNER: TRT KINGSTON, LLC c/o KEYPOINT PARTNERS Loran MacCumber lmaccumber@keypointpartners.com	RJ O'CONNELL & ASSOCIATES 781-275-0180	TBD	Pulverize and repave front of mall, new drainage, pulverize and regrade rear of mall.
2016	LR	LOOP ROAD CONSTRUCTION - BUZZARDS BAY	\$695,723		ROAD / DRAINAGE / PAVING	CT	GC	MASS MARITIME ACADEMY 101 Academy Dr., Buzzards Bay, MA 02532 508-630-5140	HORSLEY WITTEN GROUP Joe Longo jlongo@horsleywitten.com 508-833-6600	July-18	Earthwork, Drainage, Retaining Wall, Gravel Base, Site Lighting, Precast Concrete Curb, Concrete Sidewalks, Paving & Landscaping
2016	BR	BOULEVARDE RECONSTRUCTION - NANTUCKET	\$313,882		DRAINAGE	CT	SUB	OWNER: TOWN OF NANTUCKET GC: VICTOR BRANDEN CORP New South Rd., Nantucket, MA 02554	GREENMAN-PEDERSEN, INC. 978-570-2999	Oct-16	
2016	CM3	COMMERCIAL ST. PHASE III Site Superintendent: Peter Leger	\$2,678,567		DRAINAGE / ROAD CONST. / PAVING	AJO	GC	TOWN OF PROVINCETOWN Town Manager 508-487-7000	GHD ENGINEERING Jessica Janney jessica.janney@ghd.com 774-470-1636	May-17	Complete removal and reconstruction of a portion of Commercial Street. Road reconstruction consisted of new water main and service laterals to sidelines, new drainage, sidewalks, curbing, porous pavement drainage layer, porous asphalt and associated markings.
2016	BD	BARNSTABLE DRAINAGE - 2016 Site Superintendent: Brian Monteiro	977,128		DRAINAGE	ALA	GC	TOWN OF BARNSTABLE - DPW Brian Celia brian.celia@town.barnstable.ma.us 508-790-6301	TOWN OF BARNSTABLE - DPW Brian Celia brian.celia@town.barnstable.ma.us 508-790-6301	Sep-16	Installed drainage of various sizes at designated spots throughout the Town of Barnstable, MA for it's yearly drainage contract.
2016	FA	SSA FAIRHAVEN SITEWORK PHASE II - FAIRHAVEN Site Superintendent: Dustin Williams	\$124,939		SITE / DRAINAGE	CT	GC	WOODS HOLE, MARTHA'S VINEYARD AND NANTUCKET STEAMSHIP AUTHORITY Greg Endicott gendicott@steamshipauthority.com 508-548-5011	HOLMES & McGRATH 508-548-5011	Jun-16	Disconnection of utility services at maintenance building, installation of stormwater management system, paving and installation of fence and wooden guardrail.
2016	WH	WHOI PARKING LOT EXPANSION - WOODS HOLE Site Superintendent: Dustin Williams	\$317,250		PAVING / DRAINAGE	CT / WBM	GC	WOODS HOLE OCEANOGRAPHIC INSTITUTE Dave Derosier 508-836-2179	HOLMES & McGRATH Tim Santos 508-470-2431	May-16	Parking lot expansion including installation of new stormwater management system with subsurface leaching area and bio-retention basin, paving.
2014	BA	BARNSTABLE DRAINAGE 2014		\$879,730	DRAINAGE	ALA		TOWN OF BARNSTABLE - DPW Brian Celia brian.celia@town.barnstable.ma.us 508-790-6301	TOWN OF BARNSTABLE - DPW Brian Celia brian.celia@town.barnstable.ma.us 508-790-6301	Jul-14	Installed drainage of various sizes at designated spots throughout the Town of Barnstable, MA for it's yearly drainage contract..
2013	CM	COMMERCIAL ST. RECONSTRUCTION PHASE II - PROVINCETOWN		\$1,989,039	DRAINAGE / ROAD CONST. / PAVING	AJO		TOWN OF PROVINCETOWN Town Manager 508-487-7000	GHD ENGINEERING Jessica Janney jessica.janney@ghd.com 774-470-1636	Jun-14	Complete removal and reconstruction of a portion of Commercial Street. Road reconstruction consisted of new water main and service laterals to sidelines, new drainage, sidewalks, curbing, porous pavement drainage layer, porous asphalt and associated markings.
2013	CU	CUMBERLAND FARMS - DENNIS		\$496,085	DEMO / SITE / DRAINAGE	WBM		CUMBERLAND FARMS	SOUTH COAST DEVELOPMENT	Feb-13	
2013		NANTUCKET DRAINAGE LONGFIN - NOBADEER		\$63,565	DRAINAGE	AJO		TOWN OF NANTUCKET	VICTOR BRADEN CORP.	2013	

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Christopher Clark, Town Administrator

732 MAIN STREET, HARWICH, MA 02645



MEMO

To: Board of Selectmen

From: Christopher Clark
Town Administrator

cc: Charleen Greenhalgh, Town Planner
Ray Chesley, Building Commissioner
Megan Eldridge, Health Director
Frank Puzio, Manager First Crush Winery Cape Cod LLC
Ann Steidel, Local Licensing Authority Administrator

Re: Postponement of Consideration of Application for Liquor License for
First Crush Winery Cape Cod LLC

Date: May 31, 2019 Updated 10/18/2019

Administration has expanded its review procedures on liquor license and other applications for permits issued by the Board of Selectmen to include not only a review of adequacy for the liquor regulations but also for compliance with planning and zoning regulations.

Request: First Crush Winery Cape Cod LLC seeks to amend its current Farmer Series Permit to include Farmer Series Pouring Permit for Wines.

Liquor license: the review by the Harwich Police Department indicated no objection to the amendment of the current license to include pouring.

Community Development: The Planning Board on February 28, 2012 permitted through use regulation a special permit to manufacture wine for the property located in industrial zoned area at 527 Main St. unit 17 and 18th in North Harwich. The approval was limited to the manufacture of wine and in the minutes of the meeting there was an indication retail sales would not be sought at this location. The Health Department indicated approval septic plans were based upon warehouse and office uses and not retail sales. The Building Commissioner indicated the need to comply with the above two concerns and that the site would be subject to annual inspection when approval of the amendment is achieved.

Recommendation: the Building Commissioner and I went to visit Mr. Puzio to indicate that he would need to obtain an updated site plan approval from the Planning Board, as well as an updated approval on the septic system prior to approval of retail sales at this location. I believe that this successful business seeks to expand beyond its current operation of manufacturing wine at this location to allow for a greater expansion of sales to occur. Mr. Puzio did not indicate any desire to have a location be a bar or any other such type of restaurant establishment and only seeks to expand from tasting to selling individual glasses of wine for potential purchasers.

Proposed motion: Move to table the public hearing until such time as regulatory approvals to the site plan and septic system are approved.

cc
Completed



HARWICHPolice

DEPARTMENT

183 Sisson Road, Harwich, MA 02645

Tel 508-430-7541 Fax 508-432-2530



DAVID J. GUILLEMETTE
Chief of Police

KEVIN M. CONSIDINE
Deputy Chief

Memorandum

TO: Board of Selectmen

Christopher Clark
Town Administrator

FROM: David J. Guillemette
Chief of Police

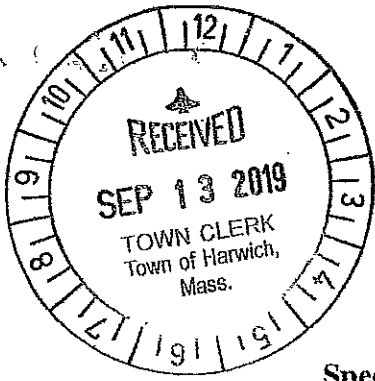
A handwritten signature in black ink, appearing to read "D. Guillemette", is written over the printed name and title.

DATE: May 28, 2019

SUBJECT: Application for an On-Premises Farmer Series Pouring Permit for Wine by First Crush Winery Cape Cod LLC. Frank Puzio Manager.

The Police Department has no objections regarding the Application for the above listed license application. A background investigation of the proposed individual(s) indicates no liquor code violations or disqualifying history.

If you have any questions or need further clarification, please feel free to contact me at your earliest convenience.



COMMONWEALTH OF MASSACHUSETTS
TOWN OF HARWICH
PLANNING BOARD

DECISIONS

Special Permits: Modification of a Site Plan Review and Use Special Permits

Case No.: PB2019-30

Owners: Frank D. & Diane M. Puzio

Applicant: First Crush Winery Cape Cod, LLC

Title Reference(s): 27695 / 296 and 26214 / 98

Address: 527-C Main Street, Units 16, 17 & 18

Map / Parcel(s): 39 / K6-16, -17, -18 Zone(s): I-L

Hearing Date(s): August 27, 2019 and September 10, 2019

Decision Date: September 10, 2019

Hearing

Following a duly advertised and scheduled public hearing opened August 27, 2019 and continued to and closed September 10, 2019, the Town of Harwich Planning Board ("Board") acting in the matter of case number PB2019-30 voted to approve a Modification of a Site Plan Review Special Permit related to parking regulations and grant of a new Use Special Permit for Retail Sales in the Industrial-Limited (I-L) zoning district. The application is pursuant to the Code of the Town of Harwich §325-51 & -55.

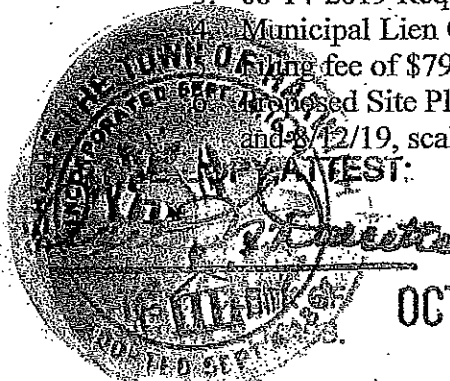
Present and voting to grant the modification to the Site Plan and the Use Special Permits were Board members Joe McParland, Allan Peterson, Mary Maslowski, Dave Harris and Duncan Berry.

The owners, Frank & Diane Puzio represented the application at the hearings.

Documents

The Board referred to the submitted application, waiver request, and supporting documents along with the plans:

1. Form A Planning Board Application stamp dated July 23, 2019.
2. 07-23-2019 Attachment – Narrative
3. 08-14-2019 Request for Waivers
4. Municipal Lien Certificate
5. Filing fee of \$790.00
6. Proposed Site Plan, 527 Main St., Harwich, dated 08/15/08, revised 08/20/08, 7/18/19 and 8/12/19, scale 1" = 30', prepared by Dan A. Speakman Construction, Sheet 2 of 4.



OCT 04 2019

After public deliberation and hearing from all parties having an interest in the case, the Board members reviewed the criteria for granting the application for the special permits and voted in the following manner.

Findings of Facts Use Special Permit:

On a motion from Ms. Maslowski and seconded by Mr. Harris the Board voted unanimously (5-0-0) to adopt the following:

1. The property is located within the IL zoning district.
2. The use as developed will not adversely affect the neighborhood.
3. The specific site is an appropriate location for such a use.
4. The site went through previous Site Plan Reviews.
5. There will be no nuisance or serious hazard to vehicles or pedestrians.
6. Adequate and appropriate facilities will be provided for the proper operation of the proposed use, including appropriate sewage treatment.

Decision Use Special Permit:

On a motion from Ms. Maslowski seconded by Mr. Harris, the Board voted unanimously (5-0-0) to approve with conditions a Use Special Permit for retail sales within an Industrial (IL) zoning district pursuant to §325-13, ¶IV.32A and §325-14(N) of the Code of the Town of Harwich for property located at 527 (Bldg. C) Main Street, Map 39, Parcels K6-16, -17 & -18. The decision is based on the aforementioned findings and the fact that the application meets the necessary requirements and criteria for approval pursuant to the Code of Town of Harwich. The following conditions are imposed:

- a. The septic system is not designed for food service, and no food is to be prepared on site.
- b. Any changes to the use may require further Planning Board Review.
- c. This decision shall be recorded at the Barnstable Registry of Deeds.

Waiver(s):

On a motion from Ms. Maslowski seconded by Mr. Harris, the Board voted unanimously (5-0-0) to approve the following waivers pursuant to §400 as requested based on the facts presented by the applicant:

1. Two sets of drainage calculations.
2. Legend of all symbols shown on the plan.
3. Names and addresses of owner(s) of record shown on the plan.
4. Names, deed and plan references of all direct abutters shown on the plan.
5. Gross area of wetlands and uplands for the total parcel in square feet, acres and percentages shown on the plan.
6. Marked area(s) subject to Wetlands Protection Act shown on the plan.
7. Lighting
8. Easements
9. Free Standing Signs
10. Traffic circulations arrows



11. Specifications, details, cross sections for: lighting; curbing; fencing; retaining walls; parking and wheel stops
12. Landscaping Plan
13. Building Plans

Findings of Facts for Site Plan Review Special Permit:

On a motion from Ms. Maslowski seconded by Mr. Harris, the Board voted unanimously (5-0-0) to adopt the following:

1. The property is located within the IL zoning district.
2. The additional parking spaces will not increase lot coverage.
3. A small area of pavement will be removed
4. The waivers requested do not substantially derogate from the purpose and intent of this bylaw.

Decision for Site Plan Review Special Permit:

On a motion from Ms. Maslowski seconded by Mr. Harris, the Board voted unanimously (5-0-0) to approve with conditions case number PB2019-30 for First Crush Winery Cape Cod, LLC, for a Site Plan Review Special Permit with waivers to add nine (9) additional parking spaces for retail sales areas for property located at 527 (Bldg. C) Main Street, Map 39, Parcels K6-16, -17 & -18 in the IL zoning district. The application is pursuant to the Code of the Town of Harwich §325-51.M, and 55. This decision is based on the aforementioned findings of fact and the fact that the application meets the necessary requirements and criteria for approval pursuant to the Code of Town of Harwich. The following conditions are imposed:

1. All signage shall comply with the Sign Code and Building Department Requirements.
2. This decision shall be recorded at the Barnstable Registry of Deeds.
3. Conformance with all review procedure requirements outlined pursuant to §400-18.G Inspection, certificate of completion and as-built plan, of the Code of the Town of Harwich shall be met.

All Votes:

FAVOR: McParland, Peterson, Maslowski, Harris, Stoltz, Berry
 OPPOSED: None
 ABSTAIN: None

These Special Permit shall lapse at the end of two years from the date of filing of the Board's decision in the office of the Town Clerk if substantial use therefore has not sooner commenced except for good cause or, if construction has not commenced by such date except for good cause.



Appeal from the above decision may be made pursuant to Massachusetts General Laws Chapter 40A, Section 17, within twenty (20) days of the date of filing hereof with the Town Clerk.

This Decision has been filed with the Town Clerk on: SEP 13 2019

Antonia...
Town Clerk

This is to certify that twenty days have elapsed after this decision was filed in my office and no appeal has been filed.

Date filed: SEP 13 2019 Twenty Days Elapsed: OCT 04 2019

Antonia...
Town Clerk



Response to the Town of Harwich Engineering Department Comments, October 1, 2019

PB2019-29 Davenport Companies – Four (4) lot Definitive Subdivision - Site Plans, Last Revised July 11, 2019

- The proposed curb radii should be shown on the site plan.
 - The plan has been revised to show radii
- A stabilized construction entrance/exit shall be installed during construction operations to minimize sediment migration onto the public way.
 - The plan has been revised with a construction entrance/exit detail and notes.
- A United States Environmental Protection Agency (US EPA) National Pollutant Discharge Elimination System (NPDES) Construction General Permit (CGP) will be required if the proposed project will disturb equal to or greater than 1 acre of land.
 - The disturbed area is less than 1 acre of land (0.66 acres)
- The proposed grading around the cul-de-sac appears to be very flat (slopes as flat as ~.2%) which could result in drainage issues. The proposed grading for the cul-de-sac is recommended to be reviewed and revised as necessary.
 - The cul-de-sac grades have been revised.
- Catch basin filtration inserts with high flow by-pass mechanisms are recommended to be incorporated into the project. High intensity rainfall events can produce stormwater runoff volumes that inundate a silt trap without a high-flow bypass and could result in ponding or unintended down gradient drainage issues.
 - The Sediment Control detail note has been revised to include the high-flow bypass requirement if filtration inserts are used.
- The bottom of the leaching basin systems should be indicated on the plans. A 4' minimum separation to seasonal high groundwater is recommended. Alternatively, per the Massachusetts Stormwater Handbook a mounding analysis is required when the vertical separation from the bottom of an exfiltration system to seasonal high groundwater is less than four (4) feet and the recharge system is proposed to attenuate the peak discharge from a 10-year or higher 24-hour storm. Test pits #1 & #3 indicate that there is less than 4' of separation from the bottom of the leaching systems to the bottom of the test pits. Confirming the 4' separation to seasonal high groundwater could be included as a condition for approval.
 - The Drainage Components schedule now indicates the bottom elevation for the leaching basins and a note has been added to the Leaching Basin Detail which requires excavation for the verification of a 4' separation from ground water.
- The catch basin structures depicted on the profile appear to be very deep structures. Please clarify the depth of the catch basin structures shown on the profile.
 - The catch basins are deep sump catch basins and are drawn to be 8.15 feet deep including the risers.
- Drainage for the proposed development of the individual lots should be designed to maintain drainage on each property.
 - Development drainage will be addressed during the development stage. These plans address the subdivision of land into 4 buildable lots with a road meeting the standards of the Town of Harwich
- Closed pipe drainage sizing calculations have not been included in the submission.
 - Pipe calculations have been included in the drainage calculations showing that the 12" diameter pipe have adequate capacity for a 25 year storm.
- The leaching basin systems are recommended to be wrapped entirely in filter fabric.
 - We did not make this change.
- The pre- and post-development areas included in the hydrologic calculations don't appear to match therefore it is difficult to determine whether the proposed stormwater management system provides for a reduction in peak stormwater runoff rates equal to or less than the existing conditions.
 - A comparison of pre- and post-development stormwater runoff rates for the 2-, 10-, 25- and 100-year storm events should be included in the stormwater report.

- A pre-development drainage area map has been included with the submission however it does not appear that a post-development drainage area map has been submitted. The plan should delineate the drainage areas and the design point(s) used for the analysis.
- It is recommended that NOAA Atlas-14 rainfall values be utilized. The USGS TP-40 rainfall values used for this project are greater than those included in Atlas-14, therefore the rainfall values used are more conservative and are acceptable.
 - There is no development proposed with this subdivision plan and road design.
 - There are 4 or fewer lots
 - There are no critical areas potentially affected by the proposed road stormwater drainage.
 - All stormwater from a 25 year storm shall be disposed of by subsurface leaching which meets the Town of Harwich Design Standards for utilities (Section 400-13)
 - The Stormwater Management Standards do not apply to this proposed subdivision and road construction.
- Drawdown calculations for the leach basin areas are recommended to be included in the stormwater report.
 - The Stormwater Management Standards do not apply to this proposed subdivision and road construction.
- TSS removal calculations are recommended to be included in the stormwater report.
 - The Stormwater Management Standards do not apply to this proposed subdivision and road construction
- Please note that the proposed septic soil absorption areas are recommended to be separated a minimum of 50' from proposed drainage leaching systems consistent with the Massachusetts Department of Environmental Protection (Mass DEP) Stormwater Handbook.
 - This will be addressed during the development process
- Utility connections at Headwaters Drive don't appear to be shown on the plans.
 - This will be addressed during the development process
- Proposed water system appurtenances and installation shall be in accordance with the Town of Harwich Water Department requirements.
 - This note is in the drawings above the typical road section.

Stormwater Calculations have been revised to show a min T_c of 5 minutes and inverts and flood elevations in the modeling have been revised to match all inverts and grate elevations in the drawings. The multiplier of 4 for infiltration has been revised to a multiplier of 1 resulting in deeper leaching basins.



05-04-2019

Town of Harwich Health Department

Attention: Megan Eldridge

First Crush Winery, 527 Main Street, is in the process of amending our site plan retaining manufacturing, but to include limited retail sales. This change is paramount to the evolving demands of our business and to our business success in the Town of Harwich.

The following is a bullet list summary of realistic facts demonstrating that our winery does not have high demands for water or septic use and should not be compared to other businesses selling food, consumption of multiple alcoholic beverages, open during evening hours, and open most days per week.

Respectfully submitted,

Dr. Frank Puzio, Owner-Winemaker, First Crush Winery

- In regard to manufacturing, our winery is only involved in the manufacturing of wine during a 2-3 week period in October. Water is only used for cleaning equipment and is not introduced to the septic system.
- To date since 2011, there has not been one instance of a compromised septic issue in our complex requiring a repair. To date, there has never been a need for a septic pumping.
- We have a compliant tight-tank, with alarm system, inside the winery for capture of most of our manufacturing waste.
- Our Winery is seasonal in regard to visitors. The season starts the end of June and ends after Labor Day, approximately 10 weeks. Other times of the year we are open only three days, Thursday – Saturday, 11-4.
- In season, our hours are 11-4, except Saturday's 11-5. We are not a nighttime venue.
- We do not have seating areas, so our guests do not linger.
- We do not serve food, liquor or beer.
- Our typical wine tasting protocol is five, ½ ounce wine servings.
- On average, during non-season times, we have 2-6 people visit the winery. In season, 10 weeks maximum, we may have 10-20 visitors per day. Bathroom use is rare.

- If we are able to serve a glass of wine to visitors, our model will only permit one glass per visitor. We have no desire to become a bar destination.
- We have two bays, with two bathrooms, however only one is for public use and it is handicap accessible.
- To provide a perspective on the use of our public bathroom, most weeks we average only $\frac{3}{4}$ rolls of toilet paper per week.
- Our winery is located in an industrial complex comprising 18 units. During a weekday, all units or bays are vacant of workers since they are gone off to work tasks away from our complex and they return at 5pm to park their vehicles. In other words, we are the only two units that may be open during an 11-4 timeframe.
- Six of the 18 bays in our complex are for storage use only.
- The Harwich health department approved one bay for the high water demands of an auto cleaning and detailing company. They are no longer in business in our complex.
- Town Administrator, Mr. Clark, and Building Commissioner, Mr. Chesley, visited our winery last Saturday to advise me on application for a site plan amendment and Health Department approval. They were very pleased with our facility in all respects and I invite you do visit as well for confirmation of our business practices and unique status.

OFFICE OF THE SELECTMEN

PHONE (508) 430-7513
FAX (508) 432-5039

732 MAIN STREET, HARWICH, MA 02645



May 17, 2019

Mr. Frank Puzio
First Crush Winery Cape Cod
527 Main St.
Harwich, MA 02645
info@FirstCrushWinery.com

Re: Application for an Annual, On-Premises, Farmer Series Pouring Permit for Wines.

Dear Mr. Puzio:

This is to confirm that the Liquor Hearing on the above-referenced application is scheduled for **Monday, June 3, 2019** no earlier than 6:30 P.M. in the Donn B. Griffin meeting room at Town Hall, 732 Main Street, Harwich.

Enclosed please find a copy of the Legal Notice to be advertised on **Thursday, May 23, 2019** in the Cape Cod Times. You must send a copy of the Legal Notice to all abutters (list enclosed) by **certified mail, return receipt requested**, via U.S. Postal Service within three (3) days of publication. The return receipts must be brought to the hearing.

Please feel free to contact this office should you have any questions.

Sincerely,

Ann Steidel
Administrative Secretary

enclosures

NOTICE OF PUBLIC HEARING
TOWN OF HARWICH
BOARD OF SELECTMEN
APPLICATION FOR LIQUOR LICENSE

Notice is hereby given under Chapter 138 of the General Laws as amended that application has been made to this Board for an Annual, On-Premises, Farmer Series Pouring Permit for Wines by First Crush Winery Cape Cod LLC on the following described premises located at 527 Main Street, Harwich, MA 02645, Frank Puzio, Manager:

First Crush Winery is all on one floor within two contiguous industrial buildings, consisting of three basic rooms or areas. We have two bathrooms, and one is handicap accessible. Our winery's tasting area is in a portion of our premises. The total winery area is 3,000 square feet. The current tasting area comprises approximately 600 square feet, outlined in yellow on enclosed floor plan diagram. A proposed tented outdoor tasting area would comprise approximately 480 square feet, also outlined in yellow on the enclosed diagram. Also enclosed is a photograph of our current indoor tasting area.*

*Please note that documents are available for viewing at the Board of Selectmen's Office at the address below.

The Board of Selectmen will hold a hearing upon the application on Monday, June 3, 2019, no earlier than 6:30 p.m. in the Donn B. Griffin Room at Town Hall, 732 Main Street, Harwich, at which time all interested parties will be heard.

Board of Selectmen
Local Licensing Authority

Cape Cod Times
May 23, 2019

Cape Cod Chronicle
May 23, 2019

**NOTICE OF PUBLIC HEARING
TOWN OF HARWICH
BOARD OF SELECTMEN
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**Board of Selectmen
Local Licensing Authority**

**The Cape Cod Chronicle
May 23, 2019**

CAPE COD TIMES

PROOF OF PUBLICATION

Date: 5/23/19



**NOTICE OF PUBLIC HEARING
TOWN OF HARWICH
BOARD OF SELECTMEN
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Board of Selectmen
Local Licensing Authority
Cape Cod Times
May 23, 2019



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
 www.mass.gov/abcc

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
 MONETARY TRANSMITTAL FORM

APPLICATION FOR A NEW LICENSE

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

ECRT CODE: RETA

Please make \$200.00 payment here: [ABCC PAYMENT WEBSITE](#)

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN

STATE

ZIP CODE

For the following transactions (Check all that apply):

- | | | | |
|--|---|---|---|
| <input checked="" type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | <input type="checkbox"/> Other <input type="text"/> | | <input type="checkbox"/> Change of DBA |

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL FORM ALONG WITH COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3
 Chelsea, MA 02150-2358

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

Your account has been billed for the following transaction. You will receive a receipt via email.



Transaction Processed Successfully.

INVOICE #: 1d859c69-2893-41ad-ad88-00929c0e651a

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	First Crush Winery Cape Cod LLC	\$200.00
		\$200.00

Total Convenience Fee: **\$4.70**

Date Paid: **5/13/2019 11:50:30 AM EDT**

Total Amount Paid: **\$204.70**

Payment On Behalf Of

License Number or Business Name:
First Crush Winery Cape Cod LLC

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
Diane

Last Name:
Puzio

Address:
83 Thacher Shore Road

City:
Yarmouth Port

State:
MA

Zip Code:
02675

Email Address:
info@firstcrushwinery.com



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
 www.mass.gov/abcc

APPLICATION FOR A NEW LICENSE

Municipality

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
<input type="text" value="On-Premises-12"/>	<input type="text" value="Farmer Series Pouring Permit"/>	<input type="text" value="Wines"/>	<input type="text" value="Annual"/>

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

We have been a commercial winery since 3/2012. We would like to offer another level of service to our customers. We have a lot of repeat customers who have tasted and enjoyed our wines and would like to just enjoy a glass of their favorite wine instead of doing a tasting. It is also a way to increase our revenue. All of our pourers will be Tips certified.

Is this license application pursuant to special legislation? Yes No Chapter Acts of

2. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises.

Entity Name FEIN

DBA Manager of Record

Street Address

Phone Email

Alternative Phone Website

3. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

First Crush Winery is all on one floor within two contiguous industrial buildings, consisting of three basic rooms or areas. We have two bathrooms, and one is handicap accessible. Our winery's tasting area is in a portion of our premises. The total winery area is 3000 square feet. The current tasting area comprises approximately 600 square feet, outlined in yellow on enclosed floor plan diagram. A proposed tented outdoor tasting area would comprise approximately 480 square feet, also outlined in yellow on the enclosed diagram. Also enclosed is a photograph of our current indoor tasting area.

Total Square Footage: Number of Entrances: Seating Capacity:

Number of Floors: Number of Exits: Occupancy Number:

4. APPLICATION CONTACT

The application contact is the person whom the licensing authorities should contact regarding this application.

Name: Phone:

Title: Email:

APPLICATION FOR A NEW LICENSE

5. CORPORATE STRUCTURE

Entity Legal Structure	<input type="text" value="LLC"/>	Date of Incorporation	<input type="text" value="01/27/2012"/>
State of Incorporation	<input type="text" value="Massachusetts"/>	Is the Corporation publicly traded? <input type="radio"/> Yes <input checked="" type="radio"/> No	

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:
On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers - At least 50% must be US citizens;
Off Premises(Liquor Store) Directors or LLC Managers - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	SSN	DOB
<input type="text" value="Frank D. Puzio"/>	<input type="text" value="83 Thacher Shore Road Yarmouth Port, MA 0267"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text" value="Manager"/>	<input type="text" value="50"/>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text" value="Diane M. Puzio"/>	<input type="text" value="83 Thacher Shore Road"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text" value="Member"/>	<input type="text" value="50"/>	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Additional pages attached? Yes No

CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions. Yes No

MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement? Please provide a copy of the management agreement. Yes No

APPLICATION FOR A NEW LICENSE

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

7. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises

Own

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

Will the Landlord receive revenue based on percentage of alcohol sales?

Yes No

APPLICATION FOR A NEW LICENSE

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	NA
B. Purchase Price for Business Assets	NA
C. Other * (Please specify below)	NA
D. Total Cost	NA

*Other Cost(s): (i.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):"

SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
Total:	

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

We have been a commercial winery since 3/2012. Our buildings and equipment are paid for in full. Our tasting room furniture is already in place. No further expenses will be acquired. Adding this pouring permit allows us to offer another level of customer service.

9. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? Yes No

Please indicate what you are seeking to pledge (check all that apply) License Stock Inventory

To whom is the pledge being made?

10. MANAGER APPLICATION

A. MANAGER INFORMATION

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name Date of Birth SSN

Residential Address

Email Phone

Please indicate how many hours per week you intend to be on the licensed premises

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?* Yes No *Manager must be a U.S. Citizen

If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime? Yes No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
03/2012	Present	Managing Member	First Crush Winery Cape Cod LLC	NA
09/1974	08/2016	Optometrist	Self	NA

D. PRIOR DISCIPLINARY ACTION

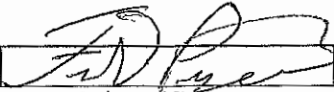
Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? Yes No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

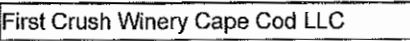
Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature Date

APPLICANT'S STATEMENT

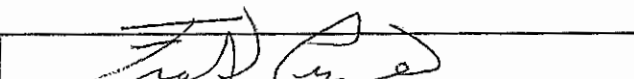
I,  the: sole proprietor; partner; corporate principal; LLC/LLP manager
Authorized Signatory

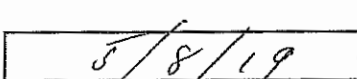
of 
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature: 

Date: 

Title: 

CORPORATE VOTE

The Board of Directors or LLC Managers of Entity Name

duly voted to apply to the Licensing Authority of and the City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on Date of Meeting

For the following transactions (Check all that apply):

- New License
- Change of Location
- Change of Class (i.e. Annual / Seasonal)
- Change Corporate Structure (i.e. Corp / LLC)
- Transfer of License
- Alteration of Licensed Premises
- Change of License Type (i.e. club / restaurant)
- Pledge of Collateral (i.e. License/Stock)
- Change of Manager
- Change Corporate Name
- Change of Category (i.e. All Alcohol/Wine, Malt)
- Management/Operating Agreement
- Change of Officers/
Directors/LLC Managers
- Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees)
- Issuance/Transfer of Stock/New Stockholder
- Change of Hours
- Other
- Change of DBA

"VOTED: To authorize Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,

Frank M Puzio
Corporate Officer /LLC Manager Signature

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	FW-81	LICENSEE NAME:	First Crush Winery Cape Cod, LLC	CITY/TOWN:	Harwich
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APPLICANT INFORMATION

LAST NAME:	Puzio	FIRST NAME:	Diane	MIDDLE NAME:	M
MAIDEN NAME OR ALIAS (IF APPLICABLE):	Diane M Wichert		PLACE OF BIRTH:	Cleveland, Ohio	
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAME:	Speier	DRIVER'S LICENSE #:	E	STATE LIC. ISSUED:	Massachusetts
GENDER:	FEMALE	HEIGHT:	5	WEIGHT:	
				EYE COLOR:	Brown
CURRENT ADDRESS:	83 Thacher Shore Road				
CITY/TOWN:	Yarmouth Port	STATE:	MA	ZIP:	02675
FORMER ADDRESS:					
CITY/TOWN:		STATE:		ZIP:	

PRINT AND SIGN

PRINTED NAME:	Diane M Puzio	APPLICANT/EMPLOYEE SIGNATURE:	<i>Diane M Puzio</i>
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NOTARY INFORMATION

On this 5/11/19 before me, the undersigned notary public, personally appeared Diane M. Puzio
(name of document signer), proved to me through satisfactory evidence of identification, which were MALIC
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

Carolyn Kriehn
NOTARY

DIVISION USE ONLY

REQUESTED BY:	
	SIGNATURE OF CORI-AUTHORIZED EMPLOYEE

The DCJ Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJ. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCJ via mail or by fax to (617) 660-4614.



Carolyn C Kriehn



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	FW-81	LICENSEE NAME:	First Crush Winery Cape Cod LLC	CITY/TOWN:	Harwich
---	-------	----------------	---------------------------------	------------	---------

APPLICANT INFORMATION

LAST NAME:	Puzio	FIRST NAME:	Frank	MIDDLE NAME:	D
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	Bronx, NY		
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAME:	Cardillo	DRIVER'S LICENSE #:		STATE LIC. ISSUED:	Massachusetts
GENDER:	MALE	HEIGHT:		WEIGHT:	
				EYE COLOR:	Brown
CURRENT ADDRESS:	83 Thacher Shore Road				
CITY/TOWN:	Yarmouth Port	STATE:	MA	ZIP:	02675
FORMER ADDRESS:					
CITY/TOWN:		STATE:		ZIP:	

PRINT AND SIGN

PRINTED NAME:	Frank Puzio	APPLICANT/EMPLOYEE SIGNATURE:	
---------------	-------------	-------------------------------	--

NOTARY INFORMATION

On this 5/11/19 before me, the undersigned notary public, personally appeared Frank D. Puzio
(name of document signer), proved to me through satisfactory evidence of identification, which were MA LIC
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.



NOTARY

DIVISION USE ONLY

REQUESTED BY:	
	SIGNATURE OF CORI-AUTHORIZED EMPLOYEE

The DCJ Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJ. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCJ via mail or by fax to (617) 660-4614.

D

The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Room 1717, Boston, Massachusetts 02108-1512

**Limited Liability Company
Certificate of Organization**
(General Laws Chapter 156C, Section 12)

Federal Identification No.: _____

(1) The exact name of the limited liability company:

First Crush Winery~Cape Cod, LLC

(2) The street address of the office in the commonwealth at which its records will be maintained:

83 Thatcher Shore Road, Yarmouthport, MA 02675-1127

(3) The general character of the business:

To operate a winery for sale of wine and other goods.

(4) Latest date of dissolution, if specified: None, at this time.

(5) The name and street address, of the resident agent in the commonwealth:

NAME

ADDRESS

Frank D. Puzio

83 Thatcher Shore Road, Yarmouthport, MA
02675-1127

(6) The name and business address, if different from office location, of each manager, if any:

NAME

ADDRESS

FILED
JAN 27 2012
SECRETARY OF THE COMMONWEALTH
CORPORATIONS DIVISION

Handwritten signature/initials
3

- (7) The name and business address, if different from office location, of each person in addition to manager(s) authorized to execute documents filed with the Corporations Division, and at least one person shall be named if there are no managers:

NAME

ADDRESS

Frank D. Puzio

83 Thatcher Shore Road, Yarmouthport, MA
02675-1127

Diane Puzio

83 Thatcher Shore Road, Yarmouthport, MA
02675-1127

John A. Grant, Attorney at Law

161 Main Street, Yarmouthport, MA 02675-1713

- (8) The name and business address, if different from office location, of each person authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property recorded with a registry of deeds or district office of the land court:

NAME

ADDRESS

- (9) Additional matters:

Signed by (by at least one authorized signatory):

 1/12/12

Consent of resident agent:

I Frank D. Puzio
resident agent of the above limited liability company, consent to my appointment as resident agent pursuant to G.L. c 156C § 12*

*or attach resident agent's consent hereto.

SECRETARY OF THE COMMONWEALTH OF MASSACHUSETTS

1053

2012 JAN 27 PM 2:01
One Ashburton Place, Boston, Massachusetts 02108-1512

CORPORATIONS DIVISION
Limited Liability Company Certificate
(General Laws Chapter 156C, Section 12)

I hereby certify that upon examination of this limited liability company certificate, duly submitted to me, it appears that the provisions of the General Laws relative thereto have been complied with, and I hereby approve said application; and the filing fee in the amount of \$500 having been paid, said application is deemed to have been filed with me this 27th day of January, 2012, at 2:01 p.m.

1163289

Effective date: _____

William Francis Galvin
WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

FILED

JAN 27 2012

SECRETARY OF THE COMMONWEALTH
CORPORATIONS DIVISION

Filing fee: \$500

TO BE FILLED IN BY LIMITED LIABILITY COMPANY
Contact Information:

Frank D. Puzio

First Crush Winery~Cape Cod, LLC

83 Thatcher Shore Road, Yarmouthport, MA 02675-1127

Telephone: 508-362-2423

Email: drfpuzio@gmail.com

Upon filing, a copy of this filing will be available at www.sec.state.ma.us/cor.
If the document is rejected, a copy of the rejection sheet and rejected document will be available in the rejected queue.

MASSACHUSETTS STATE EXCISE TAX
BARNSTABLE COUNTY REGISTRY OF DEEDS
Date: 04-02-2012 @ 03:48pm
Ct1#: 1574 Doc#: 18006
Fee: \$1,385.10 Cons: \$405,000.00

CONDOMINIUM DEED

SCHOOLHOUSE LIMITED PARTNERSHIP, a Massachusetts Limited Partnership, with an address of P.O. Box 1577, Harwich MA 02645, for consideration paid and in full consideration of **FOUR HUNDRED FIVE THOUSAND (\$405,000.00) DOLLARS**

GRANTS to Frank D. Puzio and Diane M. Puzio, Husband and Wife as Tenants by the Entirety, of 83 Thatcher Shore Road, Yarmouthport, MA 02675

BARNSTABLE COUNTY EXCISE TAX
BARNSTABLE COUNTY REGISTRY OF DEEDS
Date: 04-02-2012 @ 03:48pm
Ct1#: 1574 Doc#: 18006
Fee: \$1,093.50 Cons: \$405,000.00

with **QUITCLAIM COVENANTS**,

the following described Units in the Condominium known as **OLDE DEPOT INDUSTRIAL CONDOMINIUM**, created by Master Deed, dated July 31, 2009, recorded August 13, 2009, in the Barnstable County Registry of Deeds, Book 23962, Page 241, as it may be or has been lawfully amended under the provisions of General Laws Chapter 183A, being located in Harwich, Barnstable County, Massachusetts:

Condominium Unit Nos. 17 and 18 in Building C at 527 Main Street, Harwich, Massachusetts.

Reference is made to the Site Plan recorded in Barnstable Registry of Deeds, Plan Book 631, Page 55, and to the floor plans recorded herewith in Plan Book 643, Page 100 for a more detailed description of the Units.

Said Units are conveyed together with the exclusive right and easement to use, subject to and in accordance with the provisions of the Master Deed, one parking space which is adjacent to each of the units conveyed herein.

Together with the undivided interest in the common areas and facilities of the Condominium, for Unit 17 and Unit 18, all as set forth in the Master Deed, as it may be or has been lawfully amended under the provisions of General Laws Chapter 183A. The interests in the common areas and facilities is subject to change in the event the Master Deed is amended by the addition of subsequent phases of the Condominium, all as provided in the Master Deed.

Together with the benefit of and subject to restrictions upon and conditions, rights and obligations of a Unit Owner as set forth in said Master Deed and the provisions of the By-Laws of **OLDE DEPOT CONDOMINIUM TRUST**, an organization formed in accordance with Section 10 of Chapter 183A under a Declaration of Trust dated July 31, 2009, and recorded in the Barnstable County Registry of Deeds in Book 23962, Page 260, and as it may be or has been lawfully amended.

The Units are conveyed together with the benefit of and subject to all other rights, easements,

privileges, restrictions and reservations of record, insofar as the same may now be in force and applicable.

The post office address of the condominium is P. O. Box 1577, Harwich MA 02645.

The Units are conveyed subject to the provisions of Massachusetts General Laws Chapter I83A.

For title reference see deed from Dye Properties Limited Liability Company dated February 18, 2008, and recorded with the Barnstable Registry of Deeds in Book 22690, Page 101; see also Master Deed recorded in Book 23962 Page 241, as amended by First Amendment recorded in Book 24420, Page 272, and Second Amendment recorded herewith.

PROPERTY ADDRESS: 527 Main Street, Harwich MA 02645

In Witness Whereof, Craig R. Borden and Craig R. Borden and Terrie Borden, Managers of Schoolhouse, LLC, as General Partners of Schoolhouse Limited Partnership, hereunto set their hands and seals this 20 day of April, 2012.

Schoolhouse Limited Partnership
By its General Partners



Craig R. Borden

Schoolhouse LLC



By: Craig R. Borden, Manager

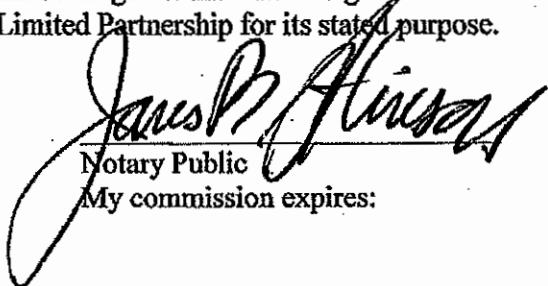


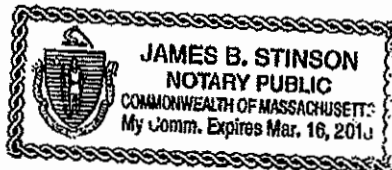
By: Terrie Borden, Manager

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

On this the 2ND day of APRIL, 2012, before me, the undersigned notary public, personally appeared CRAIG R. BORDEN, Manager of Schoolhouse LLC, as General Partner of Schoolhouse Limited Partnership, proved to me through satisfactory evidence of identification, which was current Mass. driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily and it is the free act and deed of the Schoolhouse Limited Partnership for its stated purpose.


Notary Public
My commission expires:





William Francis Galvin
Secretary of the
Commonwealth

The Commonwealth of Massachusetts

Secretary of the Commonwealth

State House, Boston, Massachusetts 02133

March 29, 2012

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of organization of a Limited Liability Company was filed in this office by

SCHOOLHOUSE, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on November 20, 2001.

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation or withdrawal; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **CRAIG R. BORDEN, TERRIE BORDEN**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **CRAIG R. BORDEN, TERRIE BORDEN**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **CRAIG R. BORDEN, TERRIE BORDEN**

In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

A handwritten signature in cursive script that reads "William Francis Galvin".

Secretary of the Commonwealth



Processed By:jbm

BARNSTABLE REGISTRY OF DEEDS



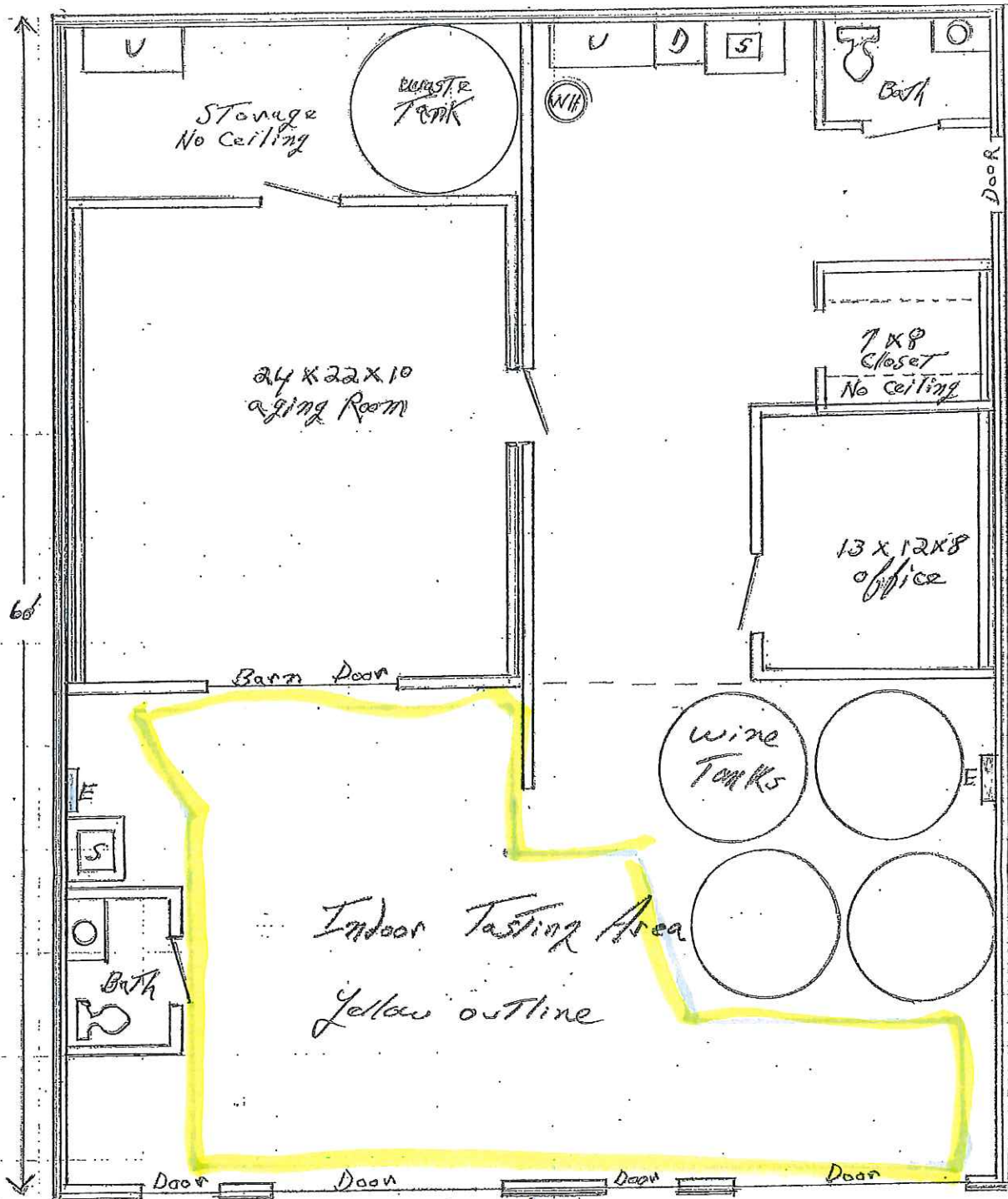
NEW LICENSE

To apply for an alcoholic beverages retail license, you will need the following:

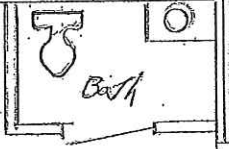
- **New Retail Application**
- **Business Structure Documents**
 - If Sole Proprietor, **Business Certificate**
 - If partnership, **Partnership Agreement**
 - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth
- **CORI Authorization Form** Complete one for each individual with financial or beneficial interest in the entity that is applying AND one for the proposed manager of record. *This form must be notarized with a stamp or raised seal.*
- **Manager Application**
- **Proof of Citizenship** for the proposed Manager of Record.
- **Vote of the Corporate Board**
- **Supporting Financial Records** for all financing and or loans, including pledge documents, if applicable.
- **Legal Right to Occupy**, a lease or deed.
- **Floor Plan**
- **Abutter's Notification**
- **Advertisement**
- **Monetary Transmittal Form**
- **\$200 Fee** paid online through our online payment portal, ePay
- **Payment Receipt**
- **Additional information, if necessary, utilizing the formats provided and or any affidavits.**
- **Management Agreement**, if applicable

Please Note: you may be requested to submit additional supporting documentation if necessary.



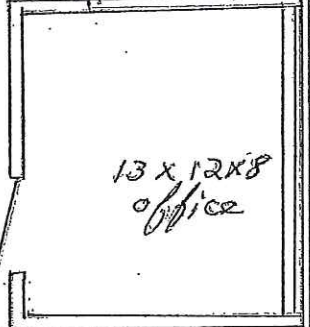


Storage
No Ceiling



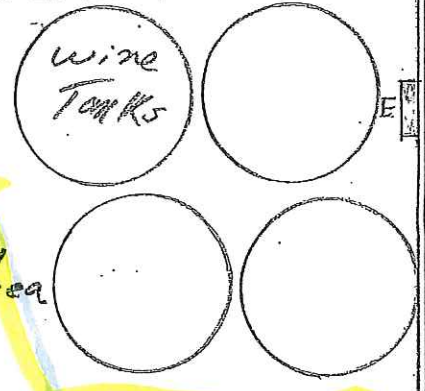
24 x 22 x 10
aging Room

7 x 8
Closet
No Ceiling

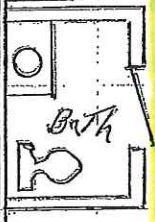


60'

Barn Door



Indoor Tasting Area
Yellow outline



Door Door Door Door

E - Electric S - Sink WH - Water Heater U - Utilities D - Dishwasher 3/16

24' x 26'
Tented
Outdoor Seating
4 winebarrel Tables