

SELECTMEN'S MEETING AGENDA*
Monday, May 11, 2020, 6:30 P.M.

REMOTE PARTICIPATION ONLY
Public can access meeting at Channel 18 (Broadcasting Live)
OPEN PUBLIC FORUM

For those members of the public wishing to make comment you may do so by a combination of email and phone by;

1. First, send an email to comment@town.harwich.ma.us
(Send emails at any time after the meeting agenda has been officially posted)
 - a. In the subject line enter "request to speak Jane Doe"
 - b. Replace Jane Doe with your name - No need to add any more detail to email
2. Please wait until the Chairman has opened this agenda item for Open Public Forum
3. **Dial: 646-749-3112**
4. **Enter Access Code: 606-073-981**
5. Please be patient and eliminate any background noise
6. Callers will be taken in the order the emails are received
7. When your name is called use *6 to unmute yourself

I. CALL TO ORDER

II. WEEKLY BRIEFING

- a. COVID-19 Updates: Presenters: Joe Powers, Interim Town Administrator; Meggan Eldredge, Health Director

III. NEW BUSINESS

- a. Discussion and possible vote to allow Sewer Phase 2 Contract 1 Construction (Robert B. Our Co., Inc.) to extend beyond Memorial Day until June 26, 2020.
- b. Discussion and possible vote to allow Sewer Phase 2 Contract 2 Construction (RJV Construction Corporation) to extend beyond Memorial Day until June 26, 2020.

IV. OLD BUSINESS

- a. Vote to approve Seasonal Wine & Malt Liquor License – Dockside Seafood Shack, LLC doing business as Dockside Seafood Shack, 715A Route 28, Harwich

V. TOWN ADMINISTRATOR'S REPORT

- a. Update on Annual Town Meeting impact by COVID-19, special legislation and Governor's orders
- b. Update on Beach, Golf and Employee Return Resumption plans
- c. Policy on Changing Fees as it relates to proposed Disposal Fee for FY 2021
- d. Fire Chief Hiring Process

VI. SELECTMEN'S REPORT

VII. OPEN PUBLIC FORUM

- a. See dial in instructions above

VIII. EXECUTIVE SESSION

- a. Pursuant to MGL, c. 30A section 21 (a) paragraph 3 to discuss bargaining strategy for all town unions if an open session would have a detrimental effect on the town's bargaining position and the chair so declares

IX. 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 A. Macura, Admin. Secretary

Date: _____
May 7, 2020

OFFICE OF THE TOWN ADMINISTRATOR

Joseph F. Powers, *Interim Town Administrator*

Phone (508) 430-7513


Fax (508) 432-5039

732 MAIN STREET, HARWICH, MA



MEMO

TO: Board of Selectmen

FROM: Joseph F. Powers, Interim  Town Administrator

CC: Dan Pelletier, Wastewater Superintendent
Griffin Ryder, Town Engineer

RE: May 11, 2020 Agenda Topics under New Business: Requests for extension of construction operations for CWMP Sewer Construction Phase II, Contracts 1 & 2

DATE: May 11, 2020

I have reviewed the memoranda provided by the Town Engineer relative to the requests of both CWMP Sewer Construction Contractors under Phase II to extend their construction operations until June 26, 2020.

I concur with staff and vendor recommendations and recommend the Board of Selectmen approve the requests as outlined.



MEMO

TO: Joseph F. Powers, Interim Town Administrator

FROM: Griffin Ryder, Town Engineer

CC: Daniel Pelletier, Water & Wastewater Superintendent
Lincoln Hooper, DPW Director / Chris Nickerson, DPW Road Manager
David Guillemette, Chief of Police / Kevin Considine, Deputy Chief of Police
Norm Clarke, Fire Chief / David LeBlanc, Deputy Fire Chief
Meggan Eldredge, Health Director
Charlie Sumner, Wastewater Public Outreach Coordinator

RE: Town of Harwich Phase 2 Contract 1 Sewer Construction Project
-- Robert B. Our Co., Inc.

DATE: May 7, 2020

The Town of Harwich Phase 2 Contract 1 Sewer Construction Project continues to progress and with the progression the Contractor has requested a time extension to allow certain work beyond Memorial Day until June 26, 2020. As with most roadway construction projects, both in Harwich and across the Cape, the construction contract includes a summer moratorium for construction on the main roads (Route 137 and Route 39).

The Contract (Section 011000 Part 1.7.C) specifically states:

Work of any kind will not be allowed in the following streets between Memorial Day and Labor Day:

1. Route 39
2. Route 137

However, it has often been the general practice of the Town and the Department of Public Works (DPW) to allow for construction until approximately the third week of June which typically aligns with the end of the school year (K-12).

The Contractor has confirmed that allowing this time extension will not result in any additional cost or credit to the Town. The Contractor has also indicated that, based on the current schedule, the requested time extension will allow the Contractor to complete the sewer work required within Route 137 and Route 39. Therefore, these roads would not need to be excavated for sewer installation again in the fall.

The topic and details of extending the work for Contract 1 until June 26, 2020 has been reviewed with the Water & Wastewater Superintendent, the DPW, the Police and Fire Departments, the Health Director and the Wastewater Public Outreach Coordinator. All parties are in favor of granting the extension.

Please let me know if you have any questions.



May 1, 2020

Mr. Jim Maher

Project Manager

CDM Smith Inc.

260 West Exchange Street

Providence RI 02903

RE: Request to work on Route 137 until June 26, 2020

Dear Mr. Maher,

The Robert B. Our Company respectfully requests permission to continue construction activities on Route 137 and Route 39 past the contract specified date of Monday May 25, 2020 to June 26, 2020. The work performed during this time would be completed while allowing one lane of traffic. This additional time would allow us the potential to complete all construction installation activities on the main road this season. Please let me know if you have any questions or comments.

Sincerely,

Abigail O. Rose

Abigail Rose

Project Manager



MEMO

TO: Joseph F. Powers, Interim Town Administrator

FROM: Griffin Ryder, Town Engineer

CC: Daniel Pelletier, Water & Wastewater Superintendent
Lincoln Hooper, DPW Director / Chris Nickerson, DPW Road Manager
David Guillemette, Chief of Police / Kevin Considine, Deputy Chief of Police
Norm Clarke, Fire Chief / David LeBlanc, Deputy Fire Chief
Meggan Eldredge, Health Director
Charlie Sumner, Wastewater Public Outreach Coordinator

RE: Town of Harwich Phase 2 Contract 2 Sewer Construction Project
-- RJV Construction Corporation

DATE: May 7, 2020

The Town of Harwich Phase 2 Contract 2 Sewer Construction Project continues to progress and with the progression the Contractor has requested a time extension to allow certain work beyond Memorial Day until June 26, 2020. As with most roadway construction projects, both in Harwich and across the Cape, the construction contract includes a summer moratorium for construction on the main roads (Church Street).

The Contract (Section 011000 Part 1.7.C) specifically states:

Work of any kind will not be allowed in the following streets between Memorial Day and Labor Day:

1. Church Street

However, it has often been the general practice of the Town and the Department of Public Works (DPW) to allow for construction until approximately the third week of June which typically aligns with the end of the school year (K-12).

The Contractor has confirmed that allowing this time extension will not result in any additional cost or credit to the Town. The Contractor has also indicated that, based on the current schedule, the requested time extension will allow the Contractor to complete the sewer work required within Church Street. Therefore, the road would not need to be excavated for sewer installation again in the fall.

The topic and details of extending the work for Contract 2 until June 26, 2020 has been reviewed with the Water & Wastewater Superintendent, the DPW, the Police and Fire Departments, the Health Director and the Wastewater Public Outreach Coordinator. All parties are in favor of granting the extension.

Please let me know if you have any questions.



*5 Lincoln Street, Canton, MA 02021
Tel: (781) 821-1469 Fax: (781) 832-3443*

May 7, 2020

Mr. James T. Maher, Vice President
Construction Manager
CDM Smith
75 State Street, Suite 701
Boston, MA 02109

**Subject: Town of Harwich
 Sewerage Works Improvements
 Phase 2 – Contract No. 2
 Church Street Work Restriction**

RE: 011000-1.7.C.1

Dear Mr. Maher,

RJV Construction Corp. respectfully requests permission to work beyond the specified date of May 25th on Church Street in order to complete all the main line work on the aforementioned street and install the intermediate paving course. This work will be completed no later than June 26, 2020.

Should you have any questions, please feel free to contact us

Sincerely,
RJV CONSTRUCTION CORP.

Matthew DeLuca
Project Manager

294.2.1.011

Cc: Ron Ford / Michael Rizk, CDM Smith
Griffin Ryder / Dan Pelletier, Harwich
Querino Pacella / Josh Chabot, RJV

OFFICE OF THE TOWN ADMINISTRATOR

Joseph F. Powers, *Interim Town Administrator*

Phone (508) 430-7513

Fax (508) 432-5039

732 MAIN STREET, HARWICH, MA



MEMO

TO: Board of Selectmen

FROM: Joseph F. Powers, *Interim* Town Administrator

CC: Griffin Ryder, Town Engineer

RE: May 11, 2020 Agenda Topic under Old Business: Request to approve seasonal wine & malt liquor license – Dockside Seafood Shack, 715A Route 28

DATE: May 11, 2020

I have enclosed in your packet the following documents for your review and consideration in the renewal of the seasonal wine and malt liquor license for the establishment located at 715A Route 28 adjacent to the Harbormaster's Office and operating under the name of "Dockside Seafood Shack":

- ABCC 2020 Retail License Renewal form completed by manager, Joseph W. Griffiths;
- Email dated May 8, 2020 from the Town Engineer updating the As-Built Plan process and next steps for Planning Board Site Approval of the same (two attachments – a magnified cull out from the proposed As-Built plan showing the establishment; the proposed As-Built site plan); and
- A copy of the "Town of Harwich – Lease of Snack Shack" executed on March 25, 2019 by the Town and the Lessee.

In light of the following fact:

1. That this establishment was in operation from Memorial Day until mid-October last year with a seating capacity estimated to be upwards of 80 seats;
2. That review by the Board of Health put the allowable number of seats at 50;
3. That the Town Engineer's preliminary As-Built Plan is in the process of being submitted for Planning Board review; and
4. Recognizing that the Planning Board/Department has previously made reference to an allowance of approximately 16 seats; and
5. Lastly, mindful that the Governor's essential business order presently limits restaurant establishments to take-out or curbside only with allowable liquor sales for off-premise (beyond town property in this instance) consumption,

I recommend that the Board approve the license for renewal and limit the seating capacity to 16 pending:

- The Governor rescinding his “take-out or curbside only” service restriction; and
- The Planning Board/Department concluding their review of the As-Built site plan as provided by the Town Engineer.



Jean M. Lorizio, Esq.
Commission Chairman

**Commonwealth Of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358**

**2020
Retail License Renewal**

License Number: 04914-RS-0506

Municipality: HARWICH

License Name : DOSCKSIDE SEAFOOD SHACK LLC

License Class: Seasonal

DBA : Dockside Seafood Shack

License Type: Restaurant

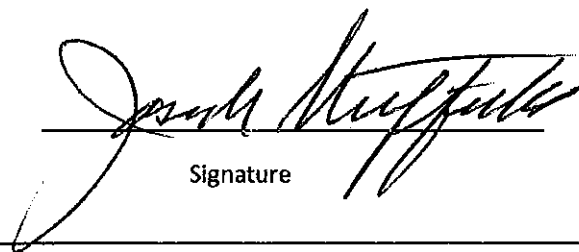
Premise Address: 715A Route 28 Harwich, MA 02646


License Category: Wines and Malt

Manager: Joseph W. Griffiths

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).


Signature


Date

Additional Information:

*SEASONAL BUSINESS
LATE MAY - EARLY OCTOBER*

Joe Powers

From: Griffin Ryder
Sent: Friday, May 08, 2020 9:13 AM
To: Joe Powers
Subject: Saquatucket Harbor As-Built Plan and Planning Board Site Plan Approval approach
Attachments: 2020.05.07_Saquatucket Harbor Final As-Built_8.5x11 SS Excerpt.pdf; 2020.05.01_Saquatucket Harbor As-Built_24x36.pdf

Importance: High

Good morning Joe-

As we have discussed, I've completed the As-Built Site Plan for the Saquatucket Harbor Landside Project. The As-Built Site Plan has been shared with the Town Planner to help determine the next steps to finalize and close out the Planning Board Site Plan Special Permit. Due to the site revisions (including mix of uses, snack shack seating, parking and landscaping) that were constructed following the issuance of the Site Plan Special Permit by the Planning Board, the Town Planner has requested that a modification to the approved Site Plan Special Permit be applied for. The modification to the Site Plan Special Permit is a public hearing process requiring notification to abutters, advertising in the newspaper and posting of the notice. The modification (in addition to the public notice indicated herein) will require a revised application, checklist, coverage area calculations, building and parking setbacks, parking calculations and any waivers requested/required. I will work with Town Planner to get this modification filed over the coming weeks.

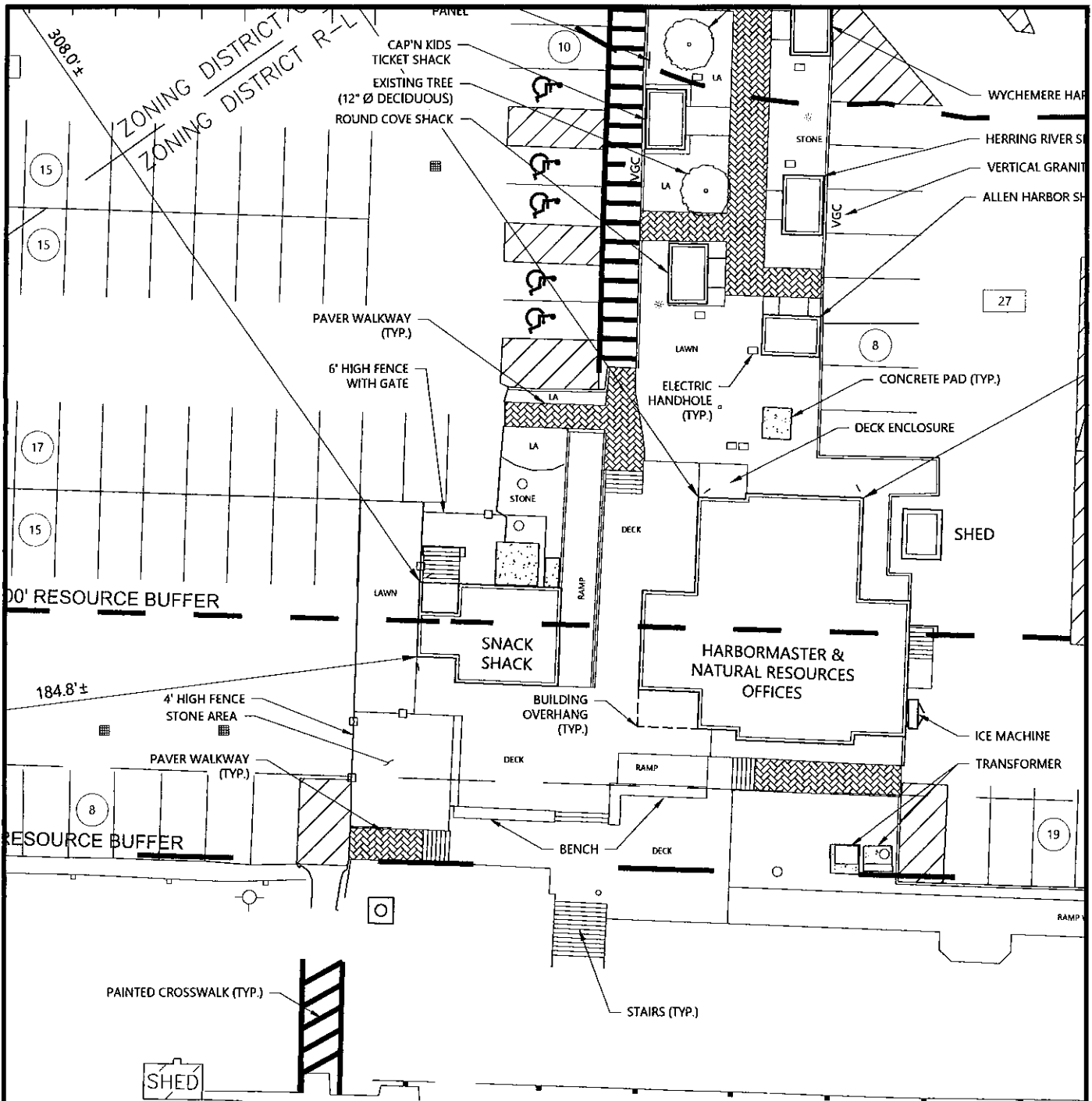
As requested, I've attached an 8.5" x 11" excerpt of the As-Built Site Plan depicting the area of the Snack Shack structure. I've also attached the full size plan for reference.

Please let me know if you would like to discuss in more detail.

Thanks,

Griffin

Griffin Ryder, P.E.
Town Engineer
Town of Harwich



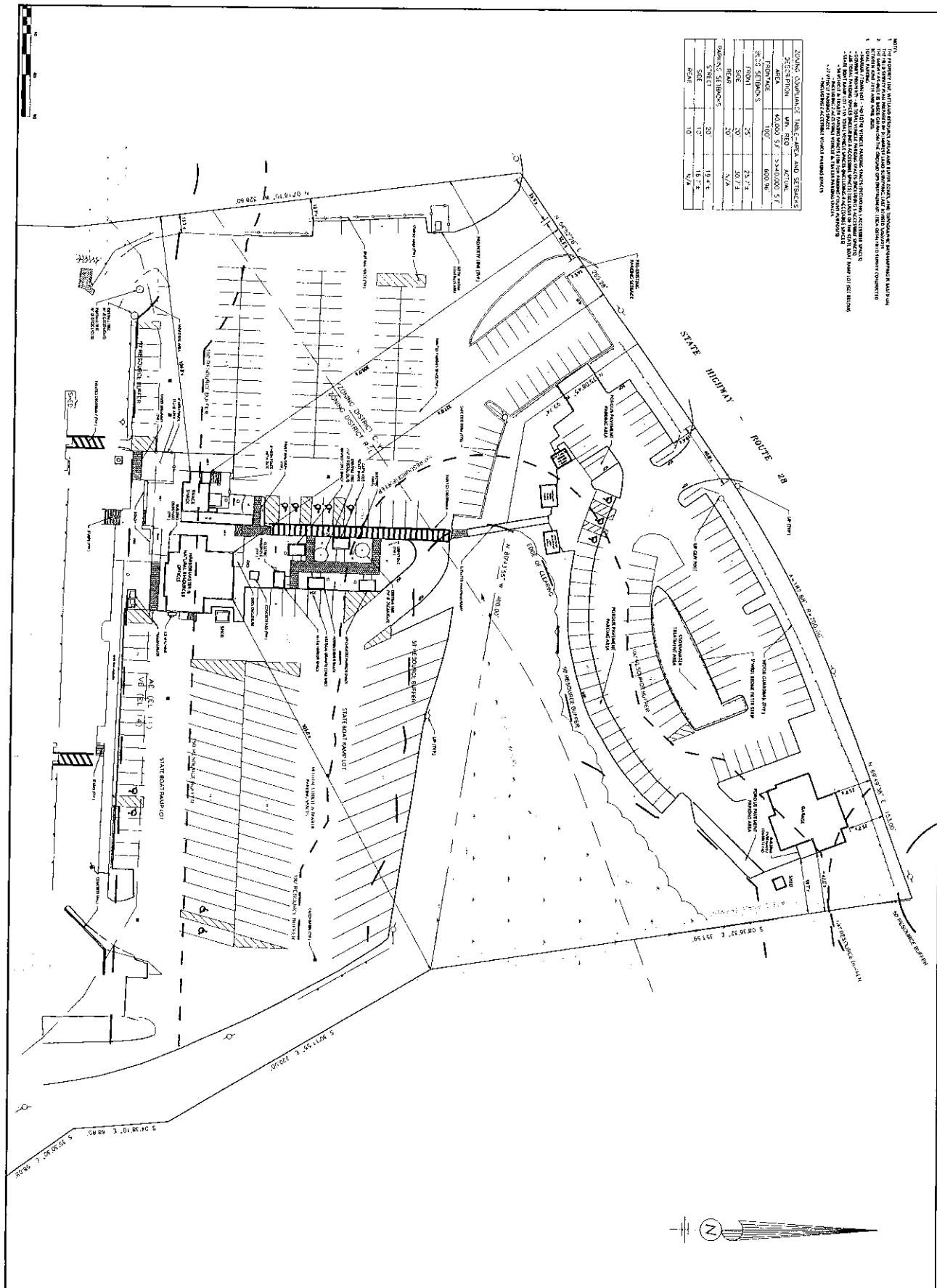
SAQUATUCKET HARBOR

SAQUATUCKET HARBOR
 AS-BUILT SITE PLAN
 SNACK SHACK EXCERPT
 MAY 7, 2020
 SCALE: 1"=30'



| ZONING | COMMENTS | TABLE 2, AREA AND SETBACKS |
|--------------|--|----------------------------|
| RESIDENTIAL | NO. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100 | |
| COMMERCIAL | | |
| INDUSTRIAL | | |
| AGRICULTURAL | | |
| UNDEVELOPED | | |

- NOTES:
1. THE PROPERTY LINES ARE SHOWN BY A DASHED LINE AND THE EXISTING AND PROPOSED BUILDINGS ARE SHOWN BY SOLID LINES.
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SHEET NUMBER
1 OF 1

SAQUATUCKET HARBOR
PREPARED FOR
TOWN OF HARWICH
TOWNMASTER
AS-BUILT PLAN

| NO. | DATE | REVISION |
|-----|------|----------|
| | | |
| | | |
| | | |

| | | | |
|-----------------|-----------|-------------------|---------|
| DESIGNED BY: | N/A | HORIZONTAL SCALE: | 1"=20' |
| DRAWN BY: | G.R. | VERTICAL SCALE: | NONE |
| DATE: | 5/17/2020 | DRAWN BY: | EMC |
| PROJECT NUMBER: | 17-70 | DATE: | 5/17/20 |

**TOWN OF HARWICH
ENGINEERING DEPARTMENT**
732 MAIN STREET
HARWICH, MA 02645
Tel (508) 430-7508

TOWN OF HARWICH – LEASE OF SNACK SHACK

1. SUMMARY

DATE OF LEASE: March 21, 2019

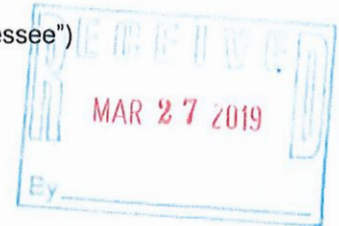
LESSOR: Town of Harwich (herein "Lessor" or "Town")

LANDLORD'S ADDRESS: Town of Harwich
732 Main Street
Harwich, MA 02645

LESSEE: Joseph Griffiths, Dockside Seafood Shack LLC (herein "Lessee")

LESSEE'S ADDRESS: 11 Seaport Lane Harwichport, MA 02646

PREMISES: Saquatucket Municipal Marina
715 Main Street
Harwich Port, MA 02646



540 sq/ft Building and site as detailed in the Request for Proposal (enclosure 1). Additional premises requirements per proposal outlined below and included in revised site plan (enclosure 2):

- The non-exclusive use of four picnic tables provided by Lessee placed on the flagpole lower deck.
- Deck and adjacent lawn area on the west side of the snack shack. Limits of deck area where alcohol consumption will be allowed are identified in enclosure (2) site plan.
- Unrestricted use of common restrooms subject to paying 25% of costs for cleaning and consumable supplies.
- Lessee shall have the option to place an 8' x 10' outdoor walk-in cooler on at the rear of the snack shack provided the existing fence enclosure is extended to screen it at the cost of the Lessee as outlined in enclosure (2).
- Lessee will install at its expense a pull-down stairway to attic area for back-up storage of paper products.
- Lessee may place a permitted street sign on Route 28 below the Marina sign and on the exhaust enclosure on roof or shack as detailed in approved architect plans.

LEASE COMMENCEMENT DATE: March 26, 2019

2. TERM AND SCOPE OF SERVICES

The Lessee contract will be for an ~~initial term commencing upon execution on or before March 26, 2019 and terminating on November 15, 2024 with one (1) option to renew up to five (5) years~~ granted at the Town's discretion. The town shall not unreasonably withhold the 5 year extension to Lessee that complies with all the material terms and conditions of the first 5 years. Notice of the Lessee's desire to renew shall be submitted to the Town in writing no later than May 15, 2024. Pursuant to said contract, the Lessee, acting as an independent contractor, shall be responsible for the day to day operation of the food and beverage service. Lessee must comply with all conditions as detailed in the Request for Proposal and bid submission and clarification materials as outlines in enclosures (4) and (5).

3. PURPOSE

It is agreed and understood by and between the parties hereto that the lessee is leasing the demised premises for, and that said premises shall be used exclusively for the operation of a food and beverage concession facility upon the terms and conditions set forth herein. This lease proposal is subject to obtaining a seasonal beer and wine license for subject premises.

4. EXCLUSIVITY

The Lessor, in consideration of the Lessee's within agreements and covenants, agrees:

- a. To permit the Lessee to have the exclusive use of all refrigeration, cooking, cooling, warming, preparing, storing, cleaning and servicing equipment contained within the premises. The maintenance and repair of said equipment shall be the sole responsibility of the Lessee.
- b. To permit the Lessee to have exclusive permission to sell candy, ice cream, food and beverages of all kinds, including alcoholic beverages (subject to the Lessee's acquisition and continued maintenance of appropriate licenses) in or on the leased premises.

5. RENT

The lessee agrees to pay the Lessor a seasonal rent, payable as listed below. Payment schedule shall include 4 equal progress payments calculated based on the agreed fixed price. Payments will be due to the Town no later than the last day of the month of June, July, August and September. After final reconciliation of total gross seasonal receipts, a final payment will be due to the Town no later than 30 November, should the agreed upon percent of gross seasonal revenue exceed the fixed price. Gross sales shall exclude fees paid for credit card processing and recorded employee meals.

a. Initial Term

Seasonal Payment:

7 percent of the gross seasonal receipts OR
\$24,000 dollars (whichever is greater)

- b. Option Period, if exercised, Lessee further agrees to pay Lessor a seasonal rent in an amount as submitted below.

Seasonal Payment:

8 percent of the gross seasonal receipts OR
\$32,000 dollars (whichever is greater)

6. COORDINATION WITH TOWN, OPERATING HOURS

The season of operation will be from the Thursday before Memorial Day weekend through Columbus Day weekend of each year. Daily hours of operation shall be:

- 7 am – 10 am Breakfast
- 11:30 am – 8:30 pm Lunch/Dinner

Daily hours may be reduced up to the minimum hours outlined in the Request For Proposal in the shoulder seasons. The daily operation of hours may be reduced with permission from the Harbormaster during the season due to inclement weather.



7. FUNCTIONS AND SPECIAL EVENTS

The Lessee agrees and acknowledges that it will neither schedule, nor in any manner provide food and beverage service to any function or special event without first obtaining the prior approval of the Town.

8. MAINTENANCE

- a. The Lessee will be responsible for maintenance and minor repairs within the Snack Shack. Major or structural repairs shall be the responsibility of the Town. The Lessee shall also be responsible for interior cleaning, including the control of litter. All refuse shall be contained in the provided dumpster daily.
- b. The Lessee shall be solely responsible for maintaining the Snack Shack, Deck Area and Restrooms in a neat and clean condition, free of debris, and any other foreign matter, and in full compliance with all applicable federal and state laws, rules and regulations, including but not limited to, the State sanitary code, Board of Health regulations, building code, and fire prevention regulations.

9. UTILITIES

- a. Lessee shall arrange and pay for all utilities, with the exception of wireless internet provided by Lessor.

10. PERSONNEL

The Lessee agrees and represents that either its owner or a duly authorized manager, if any, must:

- a. Be present on the premises for no less than 48 hours per week during the season.
- b. Actively participate in the operation and management of the services permitted by this contract when present.
- c. Possess a minimum of 5 years experience in the operation and management of a food and beverage service.
- d. Be responsible for securing and maintaining all licenses necessary for the operation of the food and beverage service.

11. STAFF

- a. The Lessee in order to perform the above described duties, shall employ such staff as deemed necessary. Salary and wages for such employees are the responsibility of the Lessee under this contract. Any such employees shall be agents of the Lessee and not of the Town, and no additional compensation shall be provided by the Town to any employee.
- b. The Lessee must supply all staff and management with proper working attire.



- c. All staff and employees must be Safe Serve and TIPS Certified (if alcohol is served). Proper identification of TIPS certified personnel must be obtained through the Harwich Police Department.
- d. All employees are subject to CORI review.

12. INSURANCE

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

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

Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured and which include a thirty day notice of cancellation to the Town.

13. INDEMNIFICATIONS AND LIABILITIES

The Lessee further covenants and agrees with the Lessor that:

- a. The Lessee shall save the Lessor as owner of the premises harmless and indemnified from and against any claim or damage on account of any injury to a person or property occurring on or about the premises, or off the premises, however caused, and from any and all claims, loss, damage or liability arising from any act, omission, neglect or default of the lessee, including without limitation, any liability arising out of the Lessee's sale or service of alcoholic beverages pursuant to this lease.
- b. The lessee shall pay the lessor on demand for any damage caused to any portion of the premises or the equipment or furnishings contained therein incurred as a result of the Lessee's operation, and or occupancy, of the premises.



14. LESSEE'S DEFAULT

In the event that:

- a. The lessee shall default in the payment of any installment of rent or additional rent or other sum herein specified or any part thereof and such default shall continue for ten days after written notice thereof or,
- b. The lessee shall default in the observance or performance of any of the lessee's covenants, agreements, or obligations herein contained, except default in the payment of base rent or additional rent as set forth in paragraph a. above, and such default shall not be corrected within twenty days after written notice thereof or,
- c. The lessee shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of lessee's property for the benefit of creditors, or a receiver, guardian, conservator or other similar officer shall be appointed to take charge of all, or any portion of the lessee's property by a court of competent jurisdiction. Then the lessor shall have the right thereafter, while such default continues, to re-enter and take complete possession of the premises, to declare the term of this lease ended, and remove the Lessee's effects without prejudice to any remedies which might be otherwise used for arrears or other default. The lessee shall also indemnify the lessor against all loss of rent and other payment, which the lessor may incur by reason of such termination during the remaining term of the lease term including, without limitation, reasonable attorney fees in instituting, prosecuting or defending any action or proceeding, with interest at the rate of 12% per annum and costs. If the lessee shall default in the observance or performance of any conditions or covenants on lessee's part to be observed or performed under or by virtue of any of the provisions in any section of this lease, the lessor, without being under any obligation to do so and without thereby waiving such default, may, after reasonable notice thereof, remedy such default at the expense of the lessee. If the lessor makes expenditures or incurs any obligations for the payment of money in connection with or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of 12% per annum and costs, shall be paid to the lessor by the lessee as additional rent.

Suspension or termination of any license or permit required for the operation of the concession permitted by this lease, including specifically any violation of the terms of this alcoholic beverage license.

15. LESSOR WARRANTIES

The Lessee understands that the premises are leased in "as-is" where-is condition with Lessor makes no guarantees or warranties concerning the condition of the premises or the public's use thereof; and the premises are leased in as-is condition.

16. FINANCIAL REPORTS

- a. The Lessee is responsible for accurately maintaining all records required by local, state, and federal authorities for the conduct of business. The Lessee will report sales to Lessor by the 15th of each following month during the operating season.
- b. At any time, given reasonable notice to the Lessee, the Lessor or its designee, shall have the right to examine the Lessee's sales records and recording system for compliance with the reporting provisions of the lease.

- c. The Lessor also reserves the right to require the Lessee, at Lessee's expense, to provide audited financial statements if deemed necessary due to incomplete or inaccurate sales records and recording system required by Lessee as outlined in paragraph 16.b of this lease.

17. FACILITIES AND EQUIPMENT

- a. The Lessee must provide the Lessor for approval a written formal sanitation program that meets or exceeds the minimum requirements of state, federal, municipal or other agencies authorized to inspect and/or accredit restaurants and their food services each year and shall operate the premises in compliance with the approved program.
- b. The Lessee shall at their expense have the premises exterminated if deemed necessary by the Lessor.
- c. All equipment in the kitchen and related areas shall remain the property of the Lessor, excluding any equipment purchased by the Lessee.
- d. The Lessee shall be responsible for providing to the Lessor for approval a detailed plan of preventative maintenance for all equipment including the costs of services and maintenance.
- e. The Lessee and Lessor agree that primary responsibility for obtaining kitchen equipment will rest with the Lessee.
- f. The Lessee agrees that the Lessor must be contacted whenever repairs to basic services of the premises are to be done.
- g. The Lessee shall purchase and control utilization of all food items, housekeeping supplies, dishwashing supplies, utensils, pots and pans, office supplies, sanitation supplies, food service equipment rental, outdoor tables and chairs, paper supplies, menus, trash can liners, or other ancillary supplies.
- h. The Lessee will schedule deliveries, where possible, for early morning.
- i. Lessee shall provide and pay for its own telephone service independent of Lessors.

18. SUBORDINATION

This lease shall be subject and subordinate to any and all mortgage, deeds of trust and other instruments in the nature of mortgage, now or at any time hereafter, a lien or liens on the property of which the premises are part and the Lessee shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or other instruments in the nature of a mortgage.

19. LESSORS ACCESS

The Lessor or his designee may at reasonable times enter to view the leased premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as lessor shall elect to do.

20. BREACH-EFFECT

The breach by Lessee of any term, covenant or condition of this lease shall be deemed to be a breach of the entire lease agreement and if not cured pursuant to the terms of this lease shall be sufficient cause for lessor to declare this lease agreement to be terminated. No waiver, either expressed or implied, by Lessor of any breach of any term, condition, covenant, agreement or duty required under this lease on the part of, the Lessee, shall be deemed a waiver of any other breach of the same or any other term, condition, covenant, agreement, or duty.

21. SEVERABILITY

If any provision, or any portion of any provision of this lease or any application thereof to any person or circumstance, is held invalid, the remainder of such provision and the remainder of this lease, and the application thereof, both as between the parties hereto and to other persons and circumstances shall not be affected thereby.

22. MODIFICATIONS

This lease may not be modified under any condition except by a written memorandum, amendment, or notice duly executed by the parties hereto.

23. SURRENDER

The lessee shall, at the expiration or other termination of this lease, surrender the liquor license, remove all goods, and effects, excluding, of course, all equipment and fixtures which are or may at the time of said surrender, have, by operation of the terms and conditions of this agreement, become the sole and exclusive property of the lessor, from the premises, including, but only if Lessee so requests, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the lessee, either inside or outside the leased premises. Lessee shall deliver to the lessor the premises and all keys, locks thereto, and addition made to or upon the premises, in the same condition as they were at the commencement of the term, reasonable wear and tear expected. In the event lessee shall fail to remove any lessee's property from the premises, lessor is hereby authorized, without liability to lessor for loss or damage thereto, and at the sole risk of the lessee, to remove and store any of the property at lessee's expense, or to retain same under lessor's control or to sell at public or private sale, any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

24. HOLDING OVER

If lessee holds over or remains in possession of the premises after expiration of the original term or extension thereof, without any new lease of said premises being entered into between the parties hereof, or any option herein contained being exercised by written notice, such holding over or continued possession shall create a tenancy at will only at the last monthly rental and upon the terms herein specified, which may at any time be terminated by either party by one months written notice to the other party.

25. COMPLIANCE WITH LAWS

The lessee acknowledges that no trade or occupation shall be conducted in the premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal bylaw rules or regulations in force in the Town in which the premises are situated.

26. CERTIFIED VOTE OF LESSEE CORPORATION

If Lessee is a corporation, Lessee shall provide the lessor with a vote of the majority of the corporate directors certified by its clerk authorizing the signatures on this agreement to commit the corporation.

Said certified vote shall be attached to proposal. In the event of any sale of the majority ownership of the corporation, the continuation of the lease term shall be subject to the approval of the Lessor.

27. DISCLOSURE OF BENEFICIAL INTERESTS

Lessee shall have complied with the disclosure provisions of G.L. c. 7C, §38, and Landlord and Lessee agree to diligently pursue full compliance with said statute. Lessee hereby agrees to execute a "Disclosure of Beneficial Interests in Real Property Transaction" certificate as required by G.L. c. 7C, §38.

28. INTEGRATION

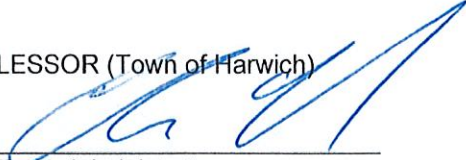
All prior understandings and agreements between the parties with respect to this Lease are merged within this Lease, which alone fully and completely sets forth the understanding of the parties, including but not limited to, the Lessee's proposal to the Town. To the extent there is any conflict between the Proposal and this Lease, the Lease provisions shall govern.

29. GOVERNING LAW

This Agreement shall be governed exclusively by the provisions of the laws of the Commonwealth of Massachusetts, and any actions, suits or other claims pertaining or relating to this Lease shall be brought within the courts of the Commonwealth of Massachusetts.

DATED this 25 day of March, 2019

LESSOR (Town of Harwich)


Town Administrator

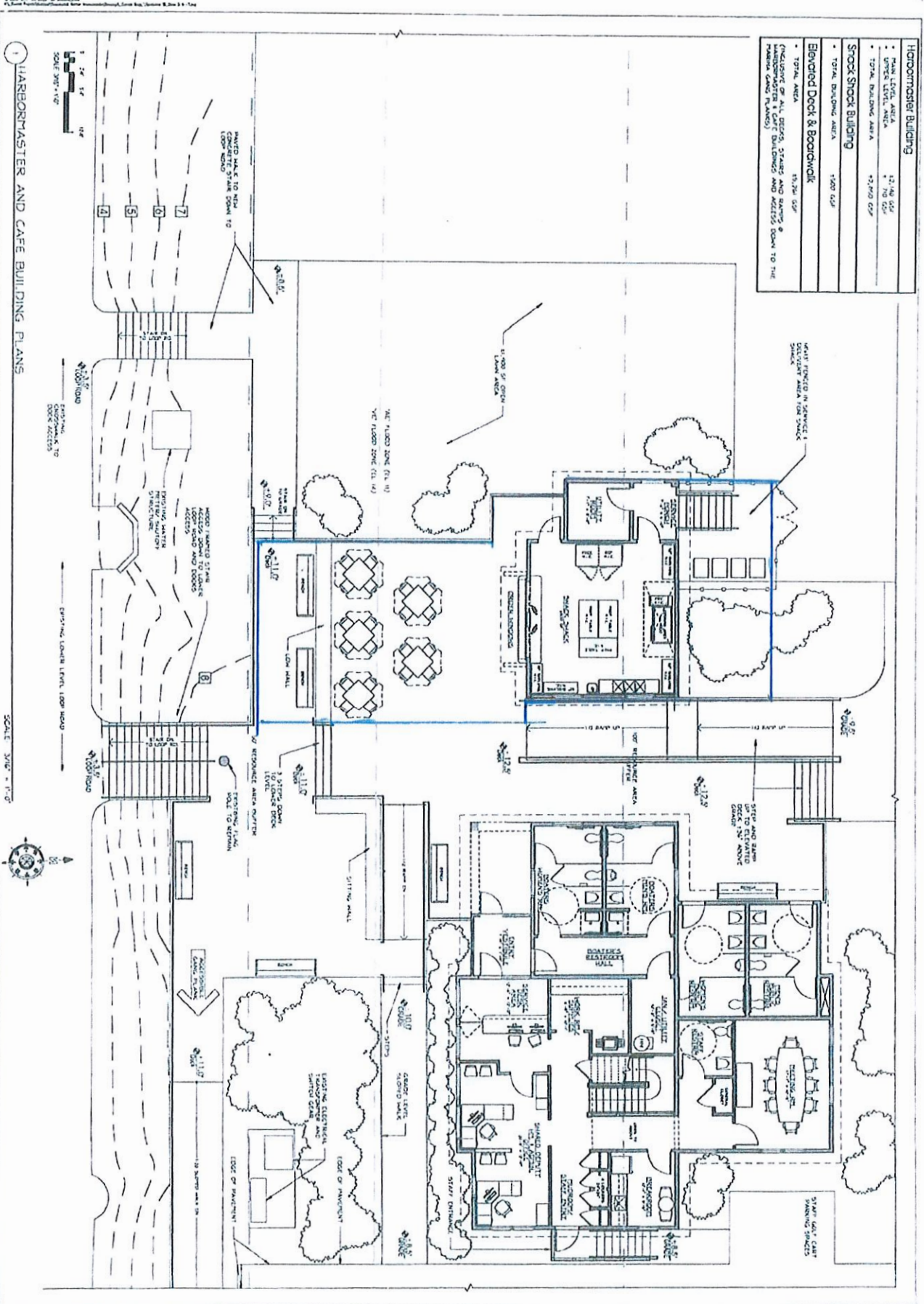
Christopher Clark
Town Administrator

LESSEE:


Authorized Representative

- Enclosure: (1) Original Site Plan
(2) Revised Site Plan
(3) Dockside Seafood Shack Menu
(4) Joseph Griffiths Proposal
(5) Town of Harwich Request For Proposal – Marina Snack Shack

| | |
|---|-------------|
| Harbormaster Building | |
| • PLAN LEVEL AREA | 12,146 SQ'F |
| • STAIR LEVEL AREA | 4,790 SQ'F |
| • TOTAL BUILDING AREA | 16,936 SQ'F |
| Snack Shack Building | |
| • TOTAL BUILDING AREA | 1,500 SQ'F |
| Elevated Dock & Boardwalk | |
| • TOTAL AREA | 18,326 SQ'F |
| (INCLUDES ALL DECK, STAIR AND RAMP & HARBORMASTER & CAFE BUILDINGS AND ACCESS DOWN TO THE WATER (SEE PLAN)) | |



1 HARBORMASTER AND CAFE BUILDING PLANS

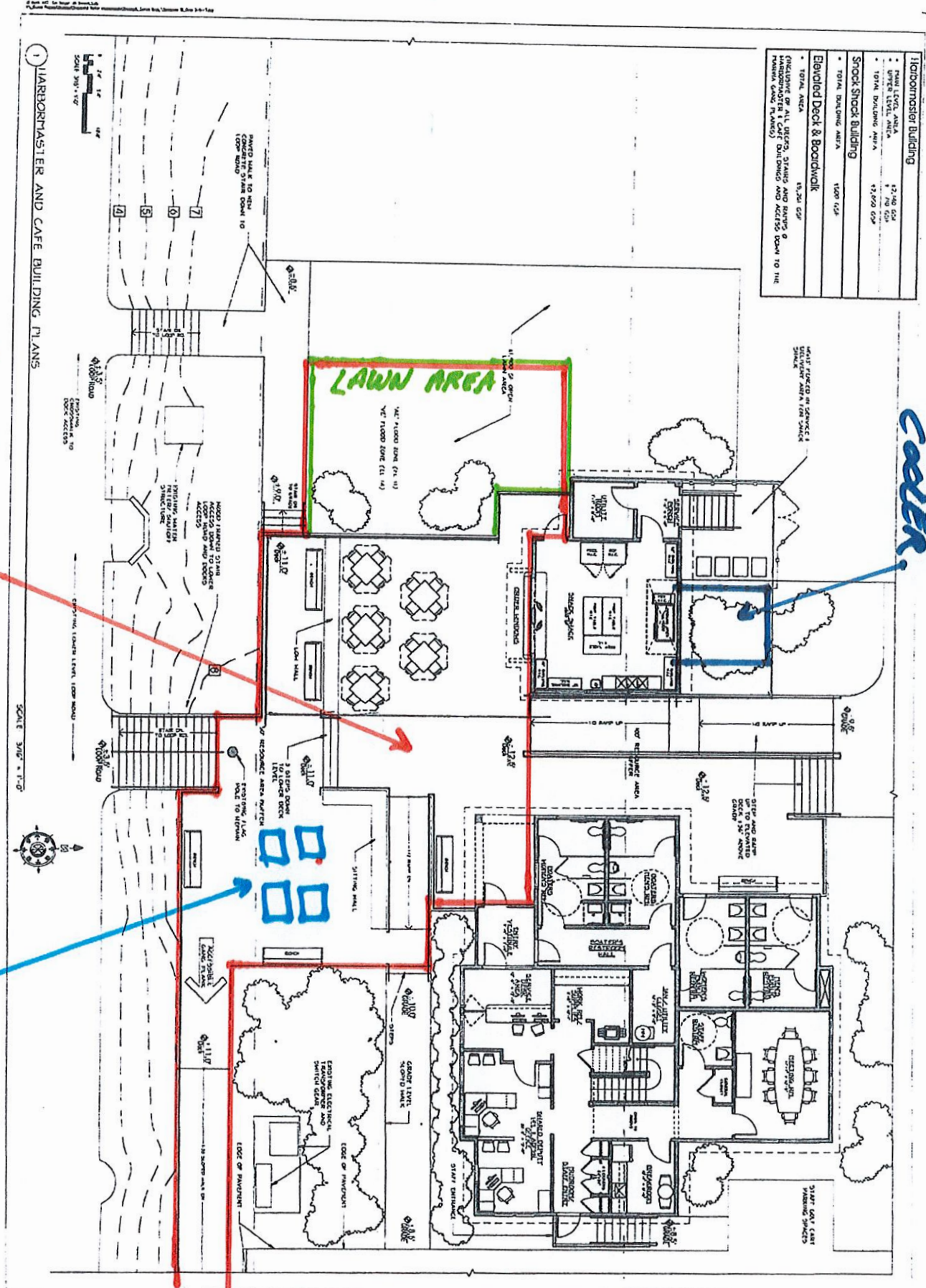
SCALE 3/8" = 1'-0"



| | | |
|---|---|--|
| <p>DATE: 3.5.2017</p> <p>DESIGNED BY: [Name]</p> <p>DRAWN BY: [Name]</p> <p>SCALE: 3/8" = 1'-0"</p> <p>PROJECT NO: [Number]</p> | <p>SAQUATUCKET HARBOR LANDSIDE IMPROVEMENTS</p> <p>715 MAIN STREET HARWICH PORT, MA 02646</p> | <p>BIRCHWAL EPIFANIO FERRECCIO & RABER ARCHITECTS, INC.</p> <p>104 WELCH STREET, SUITE 4 HARWICH, MA 02646</p> <p>PH: 508-342-8382 FAX: 508-342-1911</p> |
| | <p>ENCLOSURE (1)</p> | |

| | |
|---|----------------|
| HarborMaster Building | |
| • TOTAL BLDG. AREA | 12,460 SQ. FT. |
| • UPPER LEVEL AREA | 1,700 SQ. FT. |
| • TOTAL BLDG. AREA | 13,900 SQ. FT. |
| Snack Shack Building | |
| • TOTAL BLDG. AREA | 1,000 SQ. FT. |
| Blended Deck & Boardwalk | |
| • TOTAL AREA | 15,200 SQ. FT. |
| INCLUDES UP, AT, BEGS, STAIRS AND RAMPING & FINISHES (SEE PLAN FOR MATERIALS AND ACCESS) ROOM TO THE MAINLAND PLANNED | |

**8'x10' WALK-WAY
COVER**



Area Outlines in Orange
- LIMIT OF DECK AREA FOR ALCOHOL
Five Frame Tables Boardwalk
Non-Resonant Use Overlook

DATE ISSUED: 3.6.2017
REVISIONS:
DESIGNED BY:
DRAWN BY:
COMMUNICATION:

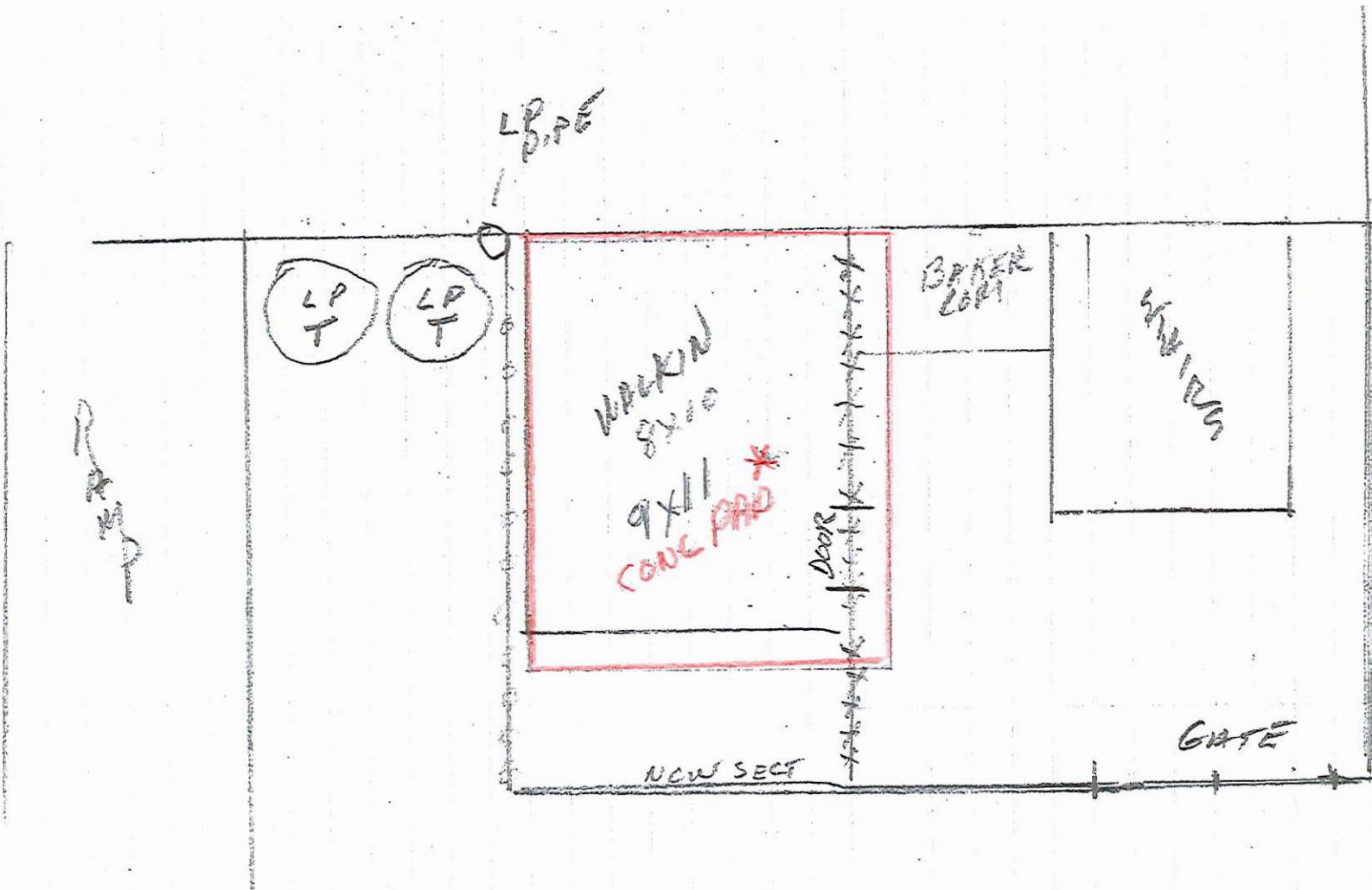
SNACK SHACK & HARBORMASTER PLANS

SAQUATUCKET HARBOR LANDSIDE IMPROVEMENTS
 715 MAIN STREET
 HARWICH PORT, MA 02646

BROWN LINDQUIST FERRUCCIO & RABER ARCHITECTS, INC.
 703 WELSH STREET, SUITE 8
 HARWICH PORT, MA 02646
 PH: 508-362-8122
 FAX: 508-362-7973

A3.0

ENCLOSURE (2)



* REMOVE & RELOCATE O

* 6" ABOVE FINISHED GRADE

BEVERAGES, ETC.

SODAS (16 oz.): *Coke/Diet Coke/Sprite/*
Root Beer/ Lemonade 2.25

Milk/Coffee/Iced Tea/Bottled Water 2.50

HOUSE WINE (Woodbridge):
Chardonnay/White Zinfandel/Merlot/Cabernet
Sauvignon 5.50
Pinot Grigio/Sangria/Korbel 6.25

CANNED BEER
Domestic - Budweiser/Bud Light/Sam Adams
Seasonal/Coors Light/Miller Lite/Michelob Ultra . 4.00

Imports - Blue Moon/Heineken/Harpoon IPA/
Corona/Amstel Light/Mikes HardLemonade/
Magners Cider 5.00

HOOD ICE CREAM NOVELTIES

Red Sox Cone 4.00
Vanilla Sandwich 4.00
Hoodsie or Pop 3.00
Ice Cream Bar 4.00

SUNDRIES (Travel Size)

Suntan Lotion - 4.00 Dramamine - 4.00
Chapstick - 2.00 Aspirin - 3.00
Hand Sanitizer - 2.00

**DOCKSIDE
Seafood Shack**

APPETIZERS & SIDES

New England Clam Chowder \$6.75
Thick/Creamy
Point Judith Calamari 12.95
Banana Peppers/Marinara
Maryland Style Crab Cake 12.95
Sweet Chili Mayo/Lemon/Wakame
Lobster Fritters 12.95
Island Dipping Sauce
Shrimp Cocktail 11.95
House Cocktail Sauce/Lemon
Key West Coconut Shrimp 12.95
Sweet Chili Sauce
AHI Sashimi Tuna 13.95
Sesame Crusted/Wasabi Drizzle/Wakame
Chicken Fingers 10.50
Honey Mustard BBQ Sauce
Buffalo Tenders 11.50
Celery/Blue Cheese
Seasoned Baskets
-- *Onion Rings/Beer Battered* 7.50
-- *Idaho String Fries/Sea Salted* 5.95
-- *Sweet Potato Fries/Sea Salted* 6.95
-- *Clam Strips/Dipping Sauce* 9.95

House Summer Slaw 3.50
Red Bliss Potato Salad 3.50
Cape Cod Potato Chips 2.00

SAMPLE

ENCLOSURE (3)

SEAFOOD BASKETS

(Choose Potato Salad or Summer Slaw)

| | |
|--|---------|
| N.E. Lobster Roll | \$20.95 |
| <i>Grilled/Buttered Roll</i> | |
| Cod Fish Tacos | 13.95 |
| <i>Avocado Salsa/Picante</i> | |
| Scallop Roll | 15.95 |
| <i>Tarter/Lemon</i> | |
| Grilled Lobster Tacos | 20.95 |
| <i>Avocado Salsa/Picante</i> | |
| Fried Cod Brioche | 14.95 |
| <i>Lettuce/Tomato/Tarter/Lemon</i> | |
| Seared Crabby Patty (Crab Cakes) | 14.95 |
| <i>Lettuce/Tomato/Chili Mayo/Lemon</i> | |

BURGER BASKETS

(Grilled Brioche/Onion Straws/Fries/Pickle)

| | |
|------------------------------------|-------|
| Angus Beef Burger | 10.95 |
| <i>Lettuce/Tomato</i> | |
| Angus Cheddar Burger | 11.95 |
| <i>Lettuce/Tomato</i> | |
| Bacon Bleu Angus Burger | 12.95 |
| <i>Lettuce/Tomato/Blue Crumble</i> | |
| Buffalo Chicken Burger | 11.95 |
| <i>Lettuce/Tomato/Bleu Mayo</i> | |

KIDS BASKETS

| | |
|---------------------------------|------|
| Chicken Fingers and Fries | 8.95 |
| Grilled Hot Dog and Fries | 7.95 |
| Grilled Cheese and Fries | 7.95 |

Ordering raw or partially cooked meats, shellfish, poultry or seafood may increase the risk of food-borne illness.

SEAFOOD PLATES

(with Fries/Lemon and Summer Slaw)

| | |
|-----------------------------------|-------|
| Fish and Chips | 16.95 |
| <i>Cod/Tarter Sauce</i> | |
| Georges Bank Scallops | 19.95 |
| <i>Battered/Fried/Tarter</i> | |
| Fried Shrimp | 16.95 |
| <i>Island Dipping Sauce</i> | |
| Grilled Atlantic Salmon | 17.95 |
| <i>Sweet Chili Glaze</i> | |
| Seafood Combo | 22.95 |
| <i>Fried Shrimp/Fish/Scallops</i> | |

ENTREE SALADS

(Ken's Dressing/Croutons)

| | | |
|--|-------|-------|
| Classic Caesar | 8.95 | |
| With: Lobster Salad | 19.95 | |
| <i>Grilled Salmon</i> | | 16.95 |
| <i>Chicken Tenders</i> | | 13.95 |
| <i>Chilled Shrimp</i> | | 15.95 |
| <i>Ahi Tuna</i> | | 16.95 |
| Fresh Lobster & Avocado Caesar | 20.95 | |
| <i>Tomatoes/Red Onion/Cilantro Vinaigrette</i> | | |

DESSERTS

| | |
|------------------------|------|
| Key Lime Pie | 6.95 |
| Mango Cheesecake | 6.95 |

SAMPLE

DOCKSIDE SEAFOOD SHACK
BOATERS BREAKFAST MENU 7am-10

BREAKFAST SANDWICH Served on grilled
English Muffin \$ 5.95

Black Forest Ham/Fried Egg/Cheddar Cheese

Sausage/Fried Egg/Cheddar Cheese

Bacon/Fried Egg/cheddar

ASSORTED BREAKFAST PASTRIES from
Buckies Bakery, Dennisport

Croissants-Muffins- Scones- Biscotti \$2.50 - \$3

BEVERAGES

Coffee, Tea, Milk, Hot Chocolate \$ 2

Orange Juice \$3

SAMPLE

OFFICE OF THE TOWN ADMINISTRATOR

Joseph F. Powers, *Interim Town Administrator*

Phone (508) 430-7513

Fax (508) 432-5039

732 MAIN STREET, HARWICH, MA



MEMO

TO: Board of Selectmen

FROM: Joseph F. Powers, *Interim* Town Administrator

CC: Roman Greer, Golf Director
Shawn Fernandez, Golf Superintendent

RE: Resumption of golf operations effective Saturday, May 9, 2020 in accordance with guidelines mandated by Governor Baker

DATE: May 11, 2020

As you are aware, Governor Baker modified his order on non-essential businesses effective Thursday, May 7, 2020 to allow municipalities to resume golf operations with guidelines for social distancing and other mandatory requirements.

I convened a meeting that same day to receive updates from Golf Director Roman Greer, Golf Superintendent Shawn Fernandez and Public Health Director Meggan Eldredge and to review the mandatory guidelines to effect a safe yet expedited reopening.

Based on those discussions, I directed staff to develop a Golf Resumption plan in accordance with state mandates as well as sound practices locally including restricting access to the property to only those individuals qualified to be on property.

I have enclosed with this packet the plan provided by our Golf Director to effect resumption of golf effective on Saturday, May 9, 2020.

As with any other resumption plan or COVID-19 measure, the Town reserves the right to rescind or reduce access as needed or directed.



**RESUMPTION OF GOLF OPERATIONS AT CRANBERRY VALLEY GOLF COURSE
IN ACCORDANCE WITH MANDATED GUIDELINES**

Effective Date: Saturday, May 9th
Eligible Participants: Annual Pass Holders (Members) Only
Hours of Operation: 8am-4pm

In order to resume golf operations in accordance with Governor Baker's order on non-essential businesses and to effect social distancing and other necessary health safety protocols, it is necessary to restrict access initially to Annual Pass Holders ("APH" aka Members) only at this time. The golf course has electronic communications capabilities with all APH, through the member email database. An email detailing the required protocols will be sent to all APH, in order to set expectations. The capability to purchase/renew Annual Passes online already exists, so any APH wishing to play golf may activate their Annual Pass online and make a tee-time through the online tee sheet management program.

An opportunity to expand the customer base to allow the remote collection of greens fees from daily fee play is already in the works, as an agreement with GolfNow is currently in contract negotiations with the Town's procurement team and legal services. When it is determined that it is the appropriate time to allow non-member play, this service will allow Cranberry Valley (CV) to collect fees in compliance with above guidance.

As the informed (through email) APH arrive for golf, having booked a specific tee time in advance online, they will be greeted by a member of the golf staff at the gate on Oak Street. This staff member, acting in the role of "security" will confirm that they have a tee time. Only golfers with pre-booked tee times will be admitted. Once confirmed they will be directed to follow the guidance specific to golfers:

- Security personnel will be present to enforce social distancing.
- Club facilities such as the club house, pro shop, rest rooms, driving range and practice facilities are closed.
- Curbside pickup at the restaurant will be available (if vendor chooses).
- No caddies allowed
- No golf carts allowed
- Player owned push carts may be used (no rentals). Players must either carry their own bag or use a push cart
- All golfers must maintain proper social distancing of at least 6 feet at all times

- Groups of players are restricted to no more than 4 players at one time.
- Golfers must stay in their car until 15 minutes before their tee time and must return to their car immediately following play
- All golfers must use their own golf clubs. Sharing golf clubs or rental golf clubs is not allowed.
- Flag sticks must remain in the hole. Hole liners have been raised so picking a ball out of the hole doesn't occur
- All Bunker rakes and ball washers have been removed
- Scorecards and pencils are not available. Scorekeeping online through the CV app is encouraged.
- Hand sanitizer will be available at the starter house.

A starter will be present in the starter house to maintain the schedule of tee times and protect against any social gathering in the most commonly gathered places normally (practice green, driving range and first tee). The starter will also make sure golfers return directly to their cars upon completion of play (after holes 9 or 18).

Once on the golf course, social distancing and safety protocols will be observed and protected by a golf course ranger serving as a security personnel. There will be one ranger patrolling each 9 of the golf course in a marked golf cart. In addition to public safety concerns, the rangers will maintain pace-of-play.

To maximize the facility usage, while following the guidelines above, tee times will be scheduled from 8am-noon for 18 hole rounds, from 8-9:30 for back nine only play and from 12-2 for front nine only play. This will give the maximum number of golfers an opportunity to play while maintaining safety guidelines and closing the property at 4pm as scheduled.

For the safety of staff, their duties will be provided via email, communications will occur via radio, they will be provided with hand sanitizer and masks.

The police will be notified of possible traffic backup on Oak Street. Staff will ask any APH who do not follow directives to leave the premises. Any congregating or non-compliance will be referred to the authorities.

In conclusion, this is a cautious first step and a method of operations that we have never needed to consider. This plan will be reviewed and expanded to include more hours of operation, more tee times and non-member play as soon as it is allowed, practicable and safe to do so.

The Town reserves the right to rescind or reduce access to Cranberry Valley Golf Course if deemed necessary in response to COVID-19.



To: All Departments, Committees, Commissions and Boards appointed by the Board of Selectmen

This letter is to inform you of a standing Policy of the Board of Selectmen adopted at a public Meeting of the Board held on March 22, 1994, reaffirmed on January 26, 2009, and amended on August 10, 2009 as follows:

CHANGES IN THE RULES, REGULATIONS AND/OR FEES BY ANY BOARD, COMMISSION OR COMMITTEE SHALL BE PRESENTED TO THE BOARD OF SELECTMEN FOR FINAL ADOPTION. ALL SUCH PROPOSED CHANGES SHALL BE PRESENTED AT AN OPEN PUBLIC MEETING. THE CHANGES TO BE CONSIDERED, ALONG WITH THE TIME AND PLACE OF THE MEETING, SHALL BE ADVERTISED IN A NEWSPAPER OF GENERAL CIRCULATION DESIGNATED FOR LEGAL NOTICE BY THE BOARD OF SELECTMEN AND POSTED ON THE TOWN WEBSITE AT LEAST TWO WEEKS (14 DAYS) PRIOR TO THE PUBLIC MEETING. IF A NOTICED PUBLIC MEETING IS REQUIRED AND HAS BEEN HELD IN THE COURSE OF THE BOARD, COMMITTEE OR COMMISSION'S CONSIDERATION AND ADOPTION OF SUCH CHANGES, THE BOARD OF SELECTMEN NEED NOT HOLD AN ADDITIONAL NOTICED PUBLIC MEETING BEFORE ADOPTING RECOMMENDED CHANGES.

Please keep this time-frame in mind when submitting any change in Rules, Regulations and/or Rates for the Selectmen's approval.

Development of this policy will keep the public better informed and will allow citizens of the Town an ample opportunity to be aware of and to study the proposed changes should they desire to offer input at the Selectmen's meeting.

We are sorry for any inconvenience this may cause your department, but we do thank you for your cooperation.

Edward J. McManus

Edward J. McManus, Chairman

Lawrence P. Cole

Lawrence P. Cole

Robin D. Wilkins

Robin D. Wilkins

Angelo S. La Mantia

Angelo S. La Mantia

Larry G. Ballantine

Larry G. Ballantine

Adopted – March 24, 1994
Reaffirmed – January 26, 2009
Amended – August 10, 2009

BOARD OF SELECTMEN



To: All Departments, Committees, Commissions and Boards
appointed by the Board of Selectmen

This letter is to inform you of a standing Policy of the Board of Selectmen adopted at a Public Meeting of the Board held on March 22, 1994 and reaffirmed on January 26, 2009.

WHENEVER THERE IS ANY CHANGE IN RULES, REGULATIONS AND/OR RATES, NOTICE OF SUCH PROPOSED CHANGES SHALL BE ADVERTISED TWO WEEKS (14 days) PRIOR TO THE SELECTMEN'S OPEN PUBLIC MEETING ON THE PROPOSED CHANGES.

Please keep this time-frame in mind when submitting any change in Rules, Regulations and/or Rates for the Selectmen's approval.

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We are sorry for any inconvenience this may cause your Department, but we do thank you for your cooperation.

Robin D. Wilkins, Chair

David W. Marsland

Lawrence P. Cole

Edward J. McManus

Angelo S. LaMantia

BOARD OF SELECTMEN

Adopted on March 24, 1994
Reaffirmed on January 26, 2009

OFFICE OF THE SELECTMEN

732 Main Street, Harwich, MA 02645

(508) 430-7513



March 28, 1994

TO: ALL DEPARTMENTS, COMMITTEES, COMMISSIONS AND BOARDS

This letter is to inform you of a new Policy of the Board of Selectmen adopted at a Public Meeting of the Board held on March 22, 1994:

"WHENEVER THERE IS ANY CHANGE IN RULES, REGULATIONS AND/OR RATES, NOTICE OF SUCH PROPOSED CHANGES SHALL BE ADVERTISED TWO WEEKS (14 days) PRIOR TO THE SELECTMEN'S OPEN PUBLIC MEETING ON THE PROPOSED CHANGES."

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Development of this policy will keep the public better informed and will allow citizens of the Town an ample opportunity to be aware of and to study the proposed changes should they desire to offer input at the Selectmen's Meeting.

We are sorry for any inconvenience this may cause your Department, but we do thank you for your cooperation.

Sincerely,

William R. Thompson

Robert Z. Buggala

Shirley A. Gomes

Jandra S. Daniels

[Signature]
Board of Selectmen

APT/b



Town of Brewster

2198 Main Street
Brewster, MA 02631-1898
Phone: (508) 896-3701
Fax: (508) 896-8089

Office of:
Select Board
Town Administrator

MEMORANDUM

TO: Select Board
FROM: Peter Lombardi, Town Administrator
RE: Contingency Planning for Continued Beach Access
DATE: April 24, 2020

With warmer weather ahead and based on expectations that state restrictions will continue to evolve and that town officials will have greater policymaking autonomy in the coming weeks and months, Town staff have held several meetings over the past few weeks to review beach access and consider a series of potential response measures to balance the public health and safety of our residents and visitors with the anticipated demand to provide continued access to our beaches, one of our most important community assets and a major contributor to our local economy.

Please see the attached one-page synopses for each of our town landings and a few of our key freshwater beaches. It is important to note that the square footage figures that we are provided for the landing beaches are based on mean high tide. Of course, at low tide, the flats increase in size exponentially, effectively eliminating any concerns about social distancing on the beaches themselves.

While each site has their own considerations which are detailed below, in general, our planned approach is to try to maintain access to all of our public beaches to the greatest extent possible. While we have discussed various options to reduce parking at the beach lots, we only proposed doing so on a very limited basis as part of our initial phase (Crosby, Point of Rocks, Long Pond, and Sheep's Pond). One key element that is consistent throughout is that we plan to provide delineated beach entrance and exit locations to help promote appropriate social distancing on the access paths at each site.

Based on how our beach sticker program is structured, we do have the ability, if necessary, to provide beach access to residents only. In talking to the other Lower & Outer Cape town managers earlier this week, there was broad consensus that prohibiting non-resident beach access should only be done in coordination with surrounding communities and as a measure of last resort given that demand will only shift from one town to the next if a patchwork approach on this issue is taken.

Based on current conditions and in preparing for the various contingencies outlined below, here is a summary of actions that have been taken to date:

- Installed permanent (DPH) social distancing signage at each beach location
- Postponed ice cream vendor operation at the beaches until further notice.
- Postponed Portolets and trash pickup until further notice.
- Investigating guidance/options for disinfecting Portolets.
- Investigating a different type of trash toter that does not require users to open the lid with their hands.
- Purchasing two new sections of handicap accessible beach mat (Mobi-mat); one for Breakwater, and one for Paines Creek, to allow one-way foot traffic to and from beaches. Total cost of \$15k.

Here are site specific considerations for each location based on feedback from the following town officials – Natural Resources Director and Assistant Director; Police Chief, DPW Director & Superintendent, Health Director, Assistant Town Administrators, and Executive Assistant to the Town Administrator:

Crosby Landing:

Parking will be limited to main lot and to overflow lot on former paved tennis courts. Do not allow parking in grass field by mansion. We could close overflow lot and limit parking to main lot only if needed (phase 2).

Path for traffic entering beach will be to the east of the main lot, with the path to return to the parking lot heading south on the main path. Signage will control foot traffic flow.

If DCR closes their beach, we would need to further limit parking as the town owned beach is narrow. This area is occasionally used by commercial shellfisher people. We would close all but the main lot then and probably eliminate some parking there too.

Linnell Landing:

Control pedestrian traffic flow; east side to access beach, west side to exit from beach.

If state closes their beach, we would need to further limit parking as the town owned beach is quite narrow. This area frequently used by commercial shellfisher people (razor clams) who would require parking.

Spruce Hill:

Control beach access via signs promoting social distancing (wait your turn at the narrow beach entrance).

Ellis Landing:

Separate path to and from beach can be constructed after adding some beach sand nourishment and fencing.

Public beach area relies on Brewster Conservation Trust beach remaining open. If needed, reduce/eliminate beach parking and reserve some spaces for commercial shellfisher people only.

This area is used by commercial shellfisher people managing three private grants and by commercial razor clam fisher people.

Point of Rocks Landing:

Path to beach is wide enough for two way traffic – plan to install snow fence down middle.

Remove parking spaces on hill by landing, retaining one handicap accessible space. Keep parking spaces up top at triangle.

This area is occasionally used by commercial shellfisher people (razor clams) and is popular for recreational fishermen/access to jetties.

Breakwater Landing:

If needed, block access to upper parking lot by park (phase 2).

Widen path to beach between snow fence and add a second section of mobi-mat with snow fence down the middle. Post signs saying "keep right" at lot and beach entrance.

Potential to add a section of snow fence on main beach to limit sand infiltration to path.

Breakwater Beach (cul-de-sac):

Limit parking and post signs asking to maintain social distancing (one person on stairs please).

Saints Landing:

Add a separation line down center of pathway with signs saying "keep right". Popular spot for access for striper fishing with waders or via kayak.

This beach is the site of the town's recreational summer program on Thursdays and Sundays in July and August. Limit participation to residents only (we sold ~150 non-resident permits last year of ~600 overall. Spread out stocked area with multiple locations on flats (we have done 1 in the past). Eliminate rent-a-rake program and modify how shellfish warden checks catches and limits (no on-demand permits available). Consider whether to start program or delay implementation.

Mants Landing:

If needed, reduce parking by 6-8 spaces (phase 2).

This location is used by the town and three commercial shellfish grants.

Paines Creek:

Add a second section of mobi-mat to allow one-way traffic to and from beach with snow fence down the middle. Post signs saying "keep right" at lot and beach entrance. This will entail some additional nourishment and grading near culvert. Estimated cost of sand = \$10k. Need new \$30k beach nourishment capital article.

Long Pond Beach:

Eliminate parking on half of lot. Do not install swim floats at this time.

Fishermans Landing (Sheep Pond):

Close the section of parking lot above the beach. Retain the parking for the boat ramp and limit parking for fishing and boat use only.

Install signboard at entrance off Rt 124 to alert people before they drive down.

Slough Pond Landing, Schoolhouse Pond, Walkers Pond, Upper Mill Pond:

No changes at this time, but monitor. Install social distancing signs.

OFFICE OF THE TOWN ADMINISTRATOR

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Joseph F. Powers, *Interim Town Administrator*

732 MAIN STREET, HARWICH, MA



MEMO

TO: Board of Selectmen

FROM: Joseph F. Powers, Interim Town Administrator 

CC: Norman Clarke, Chief, Harwich Fire Department

RE: Fire Chief Hiring Process

DATE: May 11, 2020

I have reviewed the Fire Chief's recommendation and confirmed with Town Counsel as to a process for hiring Chief Clarke's successor after his retirement in July, 2020.

Counsel has affirmed that the Board of Selectmen, as appointing authority for the Fire Chief, in accordance with both Town Charter and MGL, c.48, § 42A, is not restricted as to the manner or process by which the next Fire Chief may be chosen.

In accordance with immediate past practice, I have confirmed that Deputy Fire Chief David LeBlanc is willing to serve in the capacity of Fire Chief and therefore recommend that the Board of Selectmen schedule an agenda item for Monday, May 18, 2020 for the purpose of interviewing Deputy LeBlanc for the position as well as take any other related action including voting to appoint him at that time.