

LICENSE AGREEMENT

This License Agreement (this "License") is executed this 23rd day of June, 2008 by and between the Town of Harwich, acting by and through its Board of Selectmen (hereinafter referred to as the "Town") and Harwich Boat Yard having an address of PO 218, (the "Licensee").
Harwich Port, MA 02646

Whereas, the Town has adopted a Harbor Management Plan (the "Plan") the purpose of which is to promote the public safety; define proper harbor area uses; and, promote mariner awareness of all Town By-laws and Harwich Harbor Rules and Regulations; and,

Whereas, pursuant to the Plan, "Mooring Servicing Fields" have been created within Town of Harwich Harbor and said "Mooring Servicing Fields" are to be assigned to a "Mooring Services Agent"; and

Whereas, pursuant to the Plan, a "Mooring Services Agent" must possess adequate marine liability insurance as well as the equipment necessary to retrieve, inspect, repair, upgrade and replace individual moorings within an assigned "Mooring Services Field"; and

Whereas, further pursuant to the Plan, the Town's Harbormaster retains authority to manage all mooring activities, permits, inspections and fees even when a "Mooring Servicing Agent" has primary responsibility and liability for the management of a "Mooring Servicing Field"; and,

Whereas the Licensee is an individual, corporation or other entity in the business of supplying, servicing and/or renting mooring hardware and other equipment in the Town for fresh and salt water boating use; and,

Whereas, the Licensee possesses the marine insurance, facilities, inventory, equipment and staffing specified in Section 3.12 of the Plan entitled "Mooring Servicing Agent Requirements," which is attached hereto as Exhibit 1 and incorporated by reference herein; and

Whereas, the Town is willing to grant the Licensee access to the Town's "Mooring Servicing Fields" in order to perform the mooring servicing activities required under the Plan as a Licensee. The Licensee shall perform such mooring servicing activities as an independent contractor, as is not an employee of the Town.

Now, therefore, the Town hereby grants by License to the Licensee the right to enter and use that Mooring Servicing Field designated herein as the "Premises" subject to the following terms and conditions.

I. PREMISES

The Premises to which this License shall apply shall be the _____
_____ Mooring Services Field as shown on the map in Attachment A

B. It is the intention of the Town to provide continuing access and use of the Premises to the Licensee. It is not anticipated that relocation of the Premises will be necessary during the term of this License. However, the Town expressly reserves the right to relocate the Premises as may be necessary to effectuate the purposes of the Plan. The Licensee agrees to make any such relocation within the time frame stated by the Town in a written notice designating the relocation of the Premises.

C. The Town shall consult with the Licensee in advance of any relocation of the Premises at least thirty (30) days prior to the proposed effective date of relocation, and shall provide written notice of the new location of the Premises at least ten (10) days in advance of the effective date of the relocation.

II. USE, PURPOSE, TERM

Entry and use of the Premises are limited as herein defined.

A. Entry upon and use of the Premises is specifically but not exclusively granted to the Licensee, its contractors, agents, representatives, employees, and invitees solely for the purposes of providing mooring services consistent with the Plan, and Licensee further acknowledges that no use shall be made of the Premises which will be unlawful, improper, offensive, or contrary to any law or any municipal by-law or regulation in force in the Town.

B. The Licensee shall have control over his/her mooring servicing operations during the term of this License. Licensee agrees, however, to comply with the directions of Town Harbormaster so as to assure that all of its mooring servicing operations are conducted safely and in manner consistent with the Plan.

C. The Licensee hereby covenants and agrees that during the term of this License it shall comply with all of the "Mooring Servicing Agents Requirements" set forth in Section 3.12 of the Plan, which has been attached hereto and incorporated by reference herein as Exhibit 1. The Licensee further agrees that at all times it shall possess and maintain all of the implements, facilities, equipment, inventory and qualified staffing necessary to provide daily monitoring of its Mooring Servicing Field and perform any and all mooring related functions within said field twenty four (24) hours a day, seven (7) days a week, including but not limited to, repair and retrieval of lost tackle, storm preparation and emergency services. The Licensee further agrees that during the term of this License, it shall maintain the clerical capability necessary to process mooring applications, conduct inspections, and support the issuance of mooring stickers and tags in cooperation with the Town's Harbormaster.

Licensee shall retain 100% of the revenues derived from mooring servicing it provides within the Premises.

Licensee acknowledges and agrees that it accepts the Premises in "as is" condition for the purpose of this License, and that the Town has made no representation or warranty regarding the Premises or any of its facilities for the purposes intended by the Licensee.

Such entry and use by the Licensee shall be exercised from the date of the execution of this License and shall continue through 12/31/08 subject to the Termination provisions set forth in Section VI below. On an annual basis the Town shall review the License to ensure that the Licensee is in performance of all of the obligations and covenants set forth in the License to the reasonable satisfaction of the Town. The provisions of Section V shall further limit such entry and use.

III. CONSIDERATION

The consideration for this License shall be for the period May 1st through December 31st of the calendar year for a total annual fee of \$200 paid to the Town no later than May 1st of each year. Licensee acknowledges that said License Fee shall be due and payable regardless of the revenues Licensee derives from the exercise of its rights under this License. Consideration shall also include the payment of all costs and expenses associated with the exercise of the rights granted hereunder not otherwise provided for herein, together with the observation and performance by the Licensee of all the obligations and covenants set forth within this License to the reasonable satisfaction of the Town.

IV. INDEMNIFICATION AND INSURANCE

The Licensee agrees to indemnify, defend and hold harmless the Town from and against any and all claims, demands, suits, actions, costs, judgments, whatsoever, including reasonable attorney's fees, which may be imposed upon, incurred by, or asserted against the Town by reason of (a) any failure on the part of the Licensee to comply with any covenant required to be performed or complied with by Licensee under this License, or (b) for the death, injury or property damage suffered by any person sustained or occurring on the Premises on account of or based upon the act, omission, fault, negligence or misconduct of the Licensee, or (c) for the death, injury or property damage suffered by any person sustained or occurring on land outside the Premises and related to the activities of the Licensee upon said Premises, or (d) for actions in trespass against the Town and/ or Licensee brought by a property owner abutting the Premises or any other person having any right, title or interest in the Premises locus.

The Licensee shall maintain general liability and marine insurance, including coverage for bodily injury, wrongful death and property damage, all in amounts reasonably acceptable to the Town and in an amount sufficient to support the obligations of the Licensee under the terms of this License and as stated in Exhibit 2, which is attached hereto and incorporated by reference herein. The Licensee will provide the Town with certificates of insurance, naming the Town as an additional insured, and evidencing that the Licensee's insurance is in force and that such insurance shall not be canceled or materially changed without giving the Town at least sixty (60) days written notice. Licensee shall maintain such insurance continually throughout the duration of this License and shall provide the Town with evidence of renewal of such coverage at least thirty days prior to the expiration of any current coverage.

V. CONDUCT

During the exercise of the rights hereby granted, the Licensee shall at all times conduct itself so as not to unreasonably interfere with the Town's use of the Premises, and shall observe and obey directives of the Town and its duly designated representatives, as well as all other applicable laws, statutes, ordinances, regulations and permitting or licensing requirements. The Licensee shall notify the Town orally and in writing to the Town Administrator and the Town Harbormaster prior to entering the Premises to commence activities under this License and shall coordinate his / her use of the Premises on a daily basis with the Town Harbormaster. Nothing in this Agreement shall be construed as requiring the Town to maintain the Premises or any of its facilities in any manner or to supply or pay for any utilities other than as expressly provided herein.

VI. TERMINATION AND MODIFICATION

This License shall be revocable by either party upon written notice of revocation at least sixty (60) days prior to the termination date stated within said notice, except that the License shall be revocable by either party for violation of the terms of this License upon notice of revocation at least seven (7) days prior to the termination date stated within said notice for violation of the terms of this License. The Town may revoke this License upon such prior oral or written notice as is reasonable under the circumstances, in an emergency or if the Town discontinues the use of the licensed property as a municipal harbor, or if the Licensee fails to engage in the business of supplying, servicing and/or renting mooring hardware and other equipment in the Town for fresh and salt water boating use, or fails to maintain upon its business premises the implements, facilities, equipment, staffing or professional capacities required by Plan, or if the Licensee violates any regulation set forth in the Plan as currently enacted or as may from time to time be amended or any other regulation which shall govern the conduct of the Licensee, or if the Licensee at any time conducts its mooring servicing business in a manner considered by the Town, in its sole discretion, to be improper.

In the event that this License is terminated by revocation of either party pursuant to this section, then the Licensee, at its own expense, shall remove all its implements, facilities, apparatus, equipment and property from the Premises. This obligation shall survive the termination of this License.

VII. MODIFICATIONS and AMENDMENTS

Modifications or amendments to this License shall be in writing and duly executed by both parties hereto to be effective.

VIII. NOTICE

For purposes of this License, the parties shall be deemed duly notified in accordance with the terms and provisions hereof, if written notices are mailed to the following addresses:

Licensee:

Town: Harwich Town Hall, 732 Main Street, Sandwich, MA 02645,
Attn: Town Administrator

These addresses are subject to change, and the parties hereto agree to inform each other of such change as soon as practicable.

IX. NO ESTATE CREATED

This License shall not be construed as creating or vesting in the Licensee any estate in the Premises, but only the limited right of use as hereinabove stated.

X. EXHIBITS and ATTACHMENTS

Any and all exhibits and attachments referenced herein or attached hereto are duly incorporated within this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed as a sealed instrument and signed in duplicate by their duly authorized representatives, on the date first indicated above.

TOWN OF HARWICH BOARD OF SELECTMEN

Robert Wilkins
David Melillo
Laurence P. Cole

Ed McManus
Raymond L. Martin
Date: _____

LICENSEE:

J.P. Quinn
Date: 6/16/08

344913v2/HARW/0008

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/09/2008

PRODUCER (617)720-6333 FAX (617)723-7475
B. R. Alexander & Co., Inc.
 50 Congress Street
 Suite 530
 Boston, MA 02109

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED **Harwich Port Boat Yard, Inc.**
 Attn: Gail Smart
 4 Harbor Road
 Harwichport, MA 02645

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: **International Marine Und.**
 INSURER B: **The Travelers**
 INSURER C: **Northern Assurance Co of America**
 INSURER D: **Travelers A/R**
 INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L LTR. INSR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS | |
|----------------------|---|-----------------|------------------------------------|-------------------------------------|--|--------------|
| A | GENERAL LIABILITY | NBJH52162 | 11/15/2007 | 11/15/2008 | EACH OCCURRENCE | \$ 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | DAMAGE TO RENTED PREMISES (EA OCCURRENCE) | \$ 100,000 |
| | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR | | | | MED EXP (Any one person) | \$ 5,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | PRODUCTS - COMP/OP AGG | \$ 1,000,000 |
| B | AUTOMOBILE LIABILITY | BA493K662007AUF | 05/02/2008 | 05/02/2009 | COMBINED SINGLE LIMIT (EA accident) | \$ |
| | <input type="checkbox"/> ANY AUTO | | | | BODILY INJURY (Per person) | \$ 500,000 |
| | <input checked="" type="checkbox"/> SCHEDULED AUTOS | | | | BODILY INJURY (Per accident) | \$ 500,000 |
| | <input checked="" type="checkbox"/> HIRED AUTOS | | | | PROPERTY DAMAGE (Per accident) | \$ 250,000 |
| | <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | | |
| | GARAGE LIABILITY | | | | AUTO ONLY - EA ACCIDENT | \$ |
| | <input type="checkbox"/> ANY AUTO | | | | OTHER THAN EA ACC | \$ |
| | | | | | AUTO ONLY: AGG | \$ |
| C | EXCESS/UMBRELLA LIABILITY | NBJH52180 | 11/15/2007 | 11/15/2008 | EACH OCCURRENCE | \$ 5,000,000 |
| | <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE | | | | AGGREGATE | \$ 5,000,000 |
| | <input type="checkbox"/> DEDUCTIBLE | | | | | \$ |
| | RETENTION \$ | | | | | \$ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | 6KUB4058B87906 | 12/16/2007 | 12/16/2008 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | | | | E.L. EACH ACCIDENT | \$ 100,000 |
| | If yes, describe under SPECIAL PROVISIONS below | | | | E.L. DISEASE - EA EMPLOYEE | \$ 100,000 |
| | | | | | E.L. DISEASE - POLICY LIMIT | \$ 500,000 |
| C | OTHER Marina Operator's Liability | NBJH52162 | 11/15/2007 | 11/15/2008 | \$500,000 Any One Vessel \$1,000,000 Any One Accident/ P & I Limit \$1,000,000 | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Town of Harwich, is included as an Additional Insured as respects General Liability coverage shown above.

CERTIFICATE HOLDER
 Town of Harwich
 731 Main Street
 Harwich, MA 02645

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE: *Patricia Gorman*

Insurance Offices of
B. R. ALEXANDER & CO., INC.

B. R. ALEXANDER 1937-1991
BRUCE B. ALEXANDER
CHARLES H. STEEGER
DEAN H. STEEGER
G. THOMAS MARTINSON

*50 Congress Street, Suite 530
Boston, Massachusetts 02109*

TELEPHONE (617) 720-6333
FACSIMILE (617) 723-7475

June 20, 2008

John Our
Harwich Port Boat Yard, Inc.
P. O. Box 218
Harwich Port, MA 02646

Re: *Town of Harwich*
Insurance Requirements

Dear John,

In response to the Town's letter to you of June 6, 2008 (copy enclosed), I have enclosed a Certificate of Insurance that specifically addresses the concerns of the Town.

The original Certificate we issued to you did not mention the Marina Operators Legal Liability or the Protection and Indemnity coverages that we have in place for you. This new Certificate corrects this oversight.

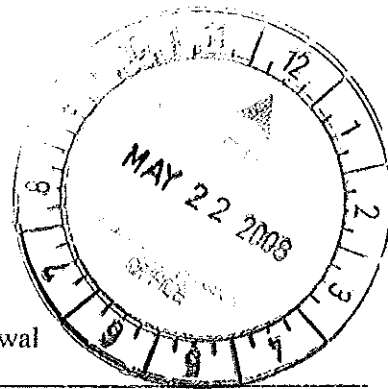
Certainly, if you, or the Town Administrator, have any questions, please do not hesitate to contact me.

Sincerely,


Dean H. Steeger

DHS/ds

Enclosures (2)



Town of Harwich Mooring Servicing Agent Application Form

Application Date: 5-16-08

New
Renewal

Business Name: HARWICH PORT YARD INC.

Business Principal: JOHN D. OLR

Business Address: 4 HARBOR RD.
HARWICH PORT, MA 02646

Mailing Address: P.O. BOX 218
(If different from above)

F.I.D. Number: 20-1804346

Telephone Number: 508-430-1322

FAX Number: 508-430-0742

Pager Number: _____

Mobile/Cell Number: DAN 508-509-5105 DAN 508-237-9072

Emergency Number (24 Hour) (DAN) 508-896-8389 (DAN) 774-237-0400

Please select the areas of Harwich for which you are applying to become the Mooring Servicing Agent.

Check all that apply:

- # Round Cove
- # Red River
- # Wychmere Outer Harbor
- # Wychmere Inner Harbor
- # Herring River
- # Allen Harbor, incl. Oyster Creek
- # Pleasant Bay

Please answer the following questions pertaining to your qualifications to be a Mooring Servicing Agent, as required in the Town of Harwich Harbor Management Plan, Section 3.12. Please attach separate sheets for your answers, as needed. Also, please feel free to provide any plans, photographs, or other illustrative materials you may think are of benefit to this application.

- 1.) Provide evidence of current, or ability to obtain, sufficient marine insurance, specifically:
 - A. A minimum of \$500,000 Marina Operator's Legal Liability and Protection and Indemnity ATTACHED

Note: Prior to any individual, corporation or other business entity commencing with the performance of duties as a Mooring Servicing Agent, an insurance policy must be in place and certificate of insurance for the same must be filed with the Town of Harwich.)

- 2.) Do you currently carry Worker's Compensation Insurance?

Yes COPY ATTACHED # No
- 3.) Provide a detailed description of all on site equipment to accomplish the task of Mooring Servicing Agent.
- 4.) Describe plans to stock sufficient inventory to service moorings.
- 5.) Describe plans for the daily monitoring of the mooring field(s) assigned.

Questions are answered on attached pages

- 6.) Provide a list of all staff names, years experience servicing moorings and related experience(s) which demonstrate your/their ability to perform the duties of Mooring Servicing Agent.
- 7.) Include a description of a plan for storm preparation and emergencies including, but not limited to, the hours that staff members will be available to perform duties.
- 8.) Provide a business plan to provide complete mooring services including, but not limited to, subcontracting of services when necessary.
- 9.) Provide a list of all clerical or support staff names and describe their ability regarding the processing of applications, performance of inspections and providing support for the issuance of stickers and mooring tags.

10.) Does the company have access to a certified diver to perform repairs and/or retrieve lost tackle?

Yes # No

11.) Are any mooring permits within the Town of Harwich currently held by the applicant? If so, please list.

12. A) Has the applicant served as a Mooring Servicing Agent in any other Town(s)?

Yes # No

If yes, please list and provide reference contacts.

12. B) Has the applicant served as a Mooring Servicing Agent in Harwich?

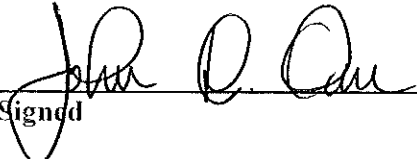
If yes, please list dates.

- 13.) Describe what method of mooring storage you will provide and how it will be controlled.
- 14.) Provide a plan for placement of moorings with consideration for the draft and length of vessels, protection of channels and access to public/private docks and landings.
- 15.) If you are planning to use a Town landing as sole access for this service, describe how you intend to manage around other uses of that site.
- 16.) Provide a proposed fee schedule which includes, but is not limited to, fees for the following:

- Mooring inspections
- Mooring installation
- Mooring removal
- Mooring storage
- Mooring maintenance (such as hawsers, chain, ground tackle, etc.)
- Diving charges
- Handling Helix moorings
- Pumping charges (relating to setting moorings in hard bottom, burying and unburying, etc.)

17.) Please provide a resume listing any other business ventures in which you have been involved and for how long.

Under the penalties of perjury, I declare that the information I have provided is true to the best of my knowledge.


Signed _____

5/14/08
Date _____

Reviewed by Harwich Harbormaster
Reviewed by Waterways Committee
Reviewed by Board of Selectman

Date

Date

Date

Harwich Port Boat Yard, Inc. Application

1. Provide evidence of current, or ability to obtain, sufficient marine insurance, specifically:
A. A minimum of \$500,000 Marina Operators Legal Liability and Protection Indemnity
Copy Attached

2. Do you currently carry Worker's Compensation Insurance?
Copy Attached

3. Provide a detailed description of all on site equipment to accomplish the task of Mooring servicing Agent

16' x 10' Mooring Barge outfitted w/ crane and 5000 lb, winch powered by a Honda Engine w/ 85 watt alternator, 8 D 12 volt Battery. Barge powered by 25 HP outboard. Honda Powered Water Pump w/ 20 ft. / 2" hose.

16' Tow Boat powered by 20 HP Yamaha 4 stroke outboard.

Catapillar Fork Truck w/ 30,00 lb negative lift capacity

2 Trucks w/ Hydraulic Trailers Capable of hauling boats up to 34' with draft of 5.5' and 14,000 lb. capacity

Hostar trailer capable of power boat to 45', sailboats to 50' and 50,000 lb capacity

25' x 60' Mooring Storage Area – Lighted at Night

Will also have off-site equipment from R.B. Our, Co.
Generators, pumps, cranes, fork lifts etc...

4. Describe plans to stock sufficient inventory to service moorings.

HPBY maintains a stock of various sized shackles, thimbles, barrels of chain, rope, premade penants etc. We have a contract with Marine Supplier for overnight delivery of any additional equipment needed.

5. Describe plans for the daily monitoring of the mooring field(s) assigned.

Workers monitor the mooring field daily ("Daily Harbor Patrol"). Each morning the mooring field will be "scanned" for Entanglements, Boats Hitting, Boats sitting low in the water, chafe gear, fuel leaks, etc.

6. Provide a list of all staff names, years of experience servicing moorings and related experience(s) which demonstrate your/their ability to perform the duties of Mooring Servicing Agent.

William O'Connor: 7 years Mooring Experience Larchmont Yacht Club
(450 moorings)
14 years Mooring Experience Wychmere Harbor
(all aspects)

Dan Lowery: 21 years of Boat Yard Experience
16 years Mooring Experience at Wychmere Harbor
All aspects of Mooring Service
Certified Diver

John Our: 30 years boating experience
Several years at Marine Construction
Salvage from boat to aircraft

7. Include a description of a plan for storm preparation and emergencies including, but not limited to, the hours that staff members will be available to perform duties.

Monitor weather for storm severity.
Ability to remove smaller boats with fork truck upon mooring permit holders request
Double up and/or lengthen mooring pennant line upon mooring permit holders request
Use of "Sea Anchors" when/where applicable
Use of pumps for Boats taking on water
Employees are considered "On Call" during storms; emergency numbers will be posted
Upon mooring permit holders request, we will be able to utilize our new ramp and the extra equipment to remove boats

8. Provide a business plan to provide complete mooring services including, but not limited to, subcontracting of services when necessary.

HPBY will offer a complete menu of Mooring Options.
Customers (Mooring Permit Holders) will have a variety of choices. From a "Complete Mooring Package", thru to an "Ala Carte" option, choosing only the service that they want. These options will be sent to all permit holders within the Wychmere Inner and Outer fields.

14. Provide a plan for placement of mooring with consideration for the draft and length of vessels, protection of channels and access to public/private docks and landings.

Moorings will be placed as defined by our experience in vessel type, size, draft, swing rate, prevailing winds and currents while allowing passage thru navigable channels, access to Town and Private docks and piers. Future experiences with the expanded Mooring Field will allow us to become more specific as to the positioning of individual moorings

15. If you are planning to use a Town landing as sole access for this service, describe how you intend to manage around other uses of that site.

HPBY has it's own facilities for it's mooring services and would not use the Town Landings for mooring activities.

16. Provide a proposed fee schedule which includes, but is not limited to, fees for the following:

| | | |
|-------------------------|---|--|
| Moorings inspections | | \$10.00 Out of water – On Site |
| Moorings installations | | |
| Moorings removal | > | \$1.50 per lb. (includes both removal and placement) |
| Moorings Storage | | \$0.25 per lb. |
| Moorings maintenance | | \$60.00 per hr. repair labor plus parts |
| Diving Charges | | \$75.00/Hr. - One hr. minimum |
| Handling Helix Moorings | | Will sub-contract at this time for setting But dive for inspection – when necessary |
| Pumping charges | | Included in the \$1.50 per lb. Installation/removal |

HPBY will charge an additional \$0.02 per pound, per year, for a term of three years

17. Please provide a resume listing any other business ventures in which you have been involved and for how long.

Vice President of Robert B. Our, Co. (started full time in 1976)
Vice President of Shorey Mfg. (1980)
Part Owner of Cape Cod Ready Mix (1999)