



**AGENDA
SELECT BOARD
MONDAY, APRIL 24, 2023
WAQUOIT MEETING ROOM
MASHPEE TOWN HALL
16 GREAT NECK ROAD NORTH
MASHPEE, MA 02649**

Broadcast Live on Local Cable Channel 18

Streamed Live on the Town of Mashpee Website: <https://www.mashpeema.gov/channel-18>

6:30 p.m. – Convene Meeting in Open Session

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

MINUTES: Approval of the Following Minutes: Monday, April 3, 2023 Regular Session

APPOINTMENTS & HEARINGS

- Public Comment
- Discussion and Certification of the Hiring Process: Public Safety Dispatcher *Gina Caia*
- Discussion and Approval of the Following Appointments:
Council on Aging: *Ron Meyerowitz Term Expires June 30, 2025*; *Judith Schofield (Term Expires June 30, 2024)*
- 6:35 p.m. Public Hearing: New Annual Wine & Malt License: Abdul Hafeez Mian dba Mashpee Country Store, located at 387 Main Street, Mashpee MA 02649: *Abdul Hafeez Mian dba Mashpee Country Store*
- Discussion and Approval of New Annual Wine & Malt License: Abdul Hafeez Mian dba Mashpee Country Store, located at 387 Main Street, Mashpee MA 02649: *Abdul Hafeez Mian dba Mashpee Country Store*
- 6:40 pm Public Hearing: Alcoholic Beverages License Amendment: 99 West, LLC dba 99 Restaurant, located at 8 Ryan's Way, Mashpee MA 02649, for a Change of Officers: *99 West, LLC dba 99 Restaurant*
- Discussion and Approval of Alcoholic Beverages License Amendment: 99 West, LLC dba 99 Restaurant, located at 8 Ryan's Way, Mashpee MA 02649, for a Change of Officers: *99 West, LLC dba 99 Restaurant*
- 6:45 pm Public Hearing: Alcoholic Beverages License Amendment: 25 Market Street Inc. dba Café Trevi, 25 Market Street, Mashpee, MA 02649, for a Change or Alteration of Premises: *Samantha Davis*
- Discussion and Approval of Alcoholic Beverages License Amendment: 25 Market Street Inc. dba Café Trevi, 25 Market Street, Mashpee, MA 02649, for a Change or Alteration of Premises: *Samantha Davis*
- 7:00 pm Public Hearing (Continued from March 13, 2023): Discussion and Vote Relative to the Removal of Mohamad Fahd from the Mashpee Community Garden Advisory Committee (Pursuant to Mashpee Charter, Section 7-9)

COMMUNICATIONS & CORRESPONDENCE

OLD BUSINESS

- Discussion and Possible Approval of Amending Select Board Policy #081 "Public Participation at Public Meetings"

NEW BUSINESS

- Discussion and Approval of Proclamation Honoring the Council on Aging Volunteers

ADDITIONAL TOPICS (This space is reserved for topics that the Chair did not reasonably anticipate would be discussed)

LIAISON REPORTS

WATER QUALITY UPDATES

TOWN MANAGER UPDATES

ADJOURNMENT

**MASHPEE TOWN CLERK
APR 20 '23 PM3:33**



AGENDA
SELECT BOARD
MONDAY, APRIL 3, 2023
WAQUOIT MEETING ROOM
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MASHPEE, MA 02649

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6:30 p.m. – Convene Meeting in Open Session

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

MINUTES: Approval of the Following Minutes: Monday, March 20, 2023 Regular & Executive Sessions

APPOINTMENTS & HEARINGS

- Public Comment
- 6:35 p.m. Public Hearing: New Aquaculture Grant Application: 1.98 Acres, Waquoit Bay: Jaime Pachico
- Discussion and Possible Approval of New Aquaculture Grant Application: 1.98 Acres, Waquoit Bay: Jaime Pachico
- Presentation and Update on Opioid Abatement Funds and Application Process: Human Services Director Gail Wilson
- 6:45 p.m. Public Hearing: Modification of Entertainment License: Barnstable Pizza Co d/b/a Finally Dino's
- Discussion and Possible Approval of Modification of Entertainment License: Barnstable Pizza Co d/b/a Finally Dino's
- Discussion and Possible Approval of Request to Authorize the Use of Unrestricted Town Owned Property along Johnson Road for Nitrogen Aggregation as Allowed by Title V Regulations to be Credited to 474 Main Street/31 Ashumet Road to Facilitate Affordable Housing in Excess of Nine Bedrooms: Joao Junqueira, Capewide Construction
- Department of Natural Resources Presentations:
 - Update on the Mashpee Wakeby Diagnostic Study: Ed Eichner, TMDL Solutions, School of Marine Science and Technology (SMST) University of Massachusetts Dartmouth
 - Santuit Pond Sediment Briefing: Baseline Monitoring, Interim Measures Focused Feasibility Assessment, Nutrient Inactivation Dosing Study Results: Matt Ladewig, TRC Consultants
- Discussion and Approval of the Following Resignations and Appointments:
 - Resignation: Mashpee Community Garden Advisory Committee: John Carter (Term Expires June 30, 2023)
 - Appointments:
 - Cape Cod Commission, Mashpee Representative: Ernest Virgilio (Term: April 25, 2023-April 24, 2026)
 - Board of Registrars: Ernest Virgilio (Term Expires March 31, 2025); Yvonne Courtney (Term Expires March 31, 2026)
 - Conservation Commission: Member at Large: Sandra Godfrey (Term Expires June 30, 2023)

COMMUNICATIONS & CORRESPONDENCE

OLD BUSINESS

NEW BUSINESS

- Discussion and Possible Approval of Amending Select Board Policy #081 "Public Participation at Public Meetings"

ADDITIONAL TOPICS (This space is reserved for topics that the Chair did not reasonably anticipate would be discussed)

LIAISON REPORTS

WATER QUALITY UPDATES

TOWN MANAGER UPDATES

ADJOURNMENT

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Present: Selectman David W. Weeden, Selectman John J. Cotton, Selectman Thomas F. O'Hara,
Selectman Carol A. Sherman, Selectman Michaela Wyman-Colombo
Town Manager Rodney C. Collins
Assistant Town Manager Wayne E. Taylor

Meeting Called to Order by Chairman Weeden at 6:30 p.m.
Mashpee Town Hall, Waquoit Meeting Room

MINUTES:

March 20, 2023 Regular & Executive Sessions:

Motion made by Selectman Cotton to approve the Regular & Executive Session minutes of Monday, March 20, 2023 as presented.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Weeden, yes	Selectman Cotton, yes	Selectman O'Hara, yes
Selectman Sherman, yes	Selectman Wyman-Colombo, yes	Opposed, none

APPOINTMENTS & HEARINGS

Public Comment:

Mary Waygan, a resident of Ashumet Road commented on the proposed Chapter 40B project planned at 474 Main Street/31 Ashumet Road, Mashpee. As an abutter Ms. Waygan indicated there are no conceptual plans. It was recommended the Select Board consider the appearance of this project. Projects that fall under the Chapter 40B comprehensive permit give a town very little control of the site and of architectural standards. Ms. Waygan indicated there is preference for Cape Cod style architecture with superior landscape.

It was noted the affordable housing project was initially considered at the site location for 9 bedrooms. With approval of nitrogen aggregation credit, a 32-bedroom concept is being considered for this affordable housing project.

Chapter 40B projects are required to maintain a minimum of 25% affordability. It is hopeful the developer would consider earmarking an additional 25% of the proposed 32-bedroom units as workforce housing for those in the 80-120% AMI range and/or give consideration to those who work in the Town of Mashpee. Maintaining vegetative buffers are also of importance. In closing Ms. Waygan indicated the proposal involves Town owned land, and a vote of Town Meeting may be required on the designated use of this property.

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Public Hearing: New Aquaculture Grant Application: 1.98 Acres, Waquoit Bay: Jaime Pachico:
Discussion and Possible Approval of New Aquaculture Grant Application: 1.98 Acres, Waquoit Bay: Jaime Pachico:

The Select Board opened the Public Hearing by reading aloud the public notice regarding the application filed on November 30, 2022 by Jaime Pachico, 174 Lowell Road #51, Mashpee for a new Shellfish Aquaculture License (Shellfish Grant) for a 1.98-acre site, to be located in Waquoit Bay, to grow oysters, quahogs and bay scallops with bottom gear.

Jaime Pachico was in attendance to review the grant application with the Select Board. Mr. Pachico is currently a commercial shell fisherman in the Town of Mashpee. Approval of this project has been received from the Shellfish Commission, Waterways Commission, the Shellfish Constable, and the Harbormaster.

Mr. Pachico has met with the abutter who is in favor of this location and the enterprise as proposed.

Ashley Fisher, Director of Natural Resources and Chris Avis, Shellfish Constable were in attendance in support of this project. A letter of support was also received by Robert Tomaino, Harbormaster for the proposed grant in the area of Seconsett Point Road within Waquoit Bay. The area does not pose any navigational hazards to the boating community nor does it pose any safety concerns. With approval, the area is required to be properly marked with shellfish area buoys.

It was noted this area is not designated as a family shellfish area. The site is a very rocky bottom that is not heavily fished. There is no significant natural shellfish growth in this area. There is no eel grass. The site is ideal for quahog seed casting and bottom cages. The area lies in close proximity to natural habitat. It is anticipated the Division of Marine Fisheries would conduct sediment testing in normal course under permitting requirements.

The Select Board opened the Hearing to solicit comment.

Arden Russell asked why there is no business plan requirement. Ms. Russell asked if the applicant has the ability to implement this plan, and funding for the equipment needs. In response DNR Director Fisher indicated Mr. Pachico has been a commercial shell fisherman for a number of years and owns his vessel. Although there is no formal business plan in place, in the application process there is an assurance review to confirm the applicant is qualified and skilled to assume the responsibilities of the grant. The project is also monitored in the process to review the production value, and the gear as proposed for bottom placement. This is considered a business plan.

Should the project discontinue, the area is left in its former state. The requirement is contained and detailed in the Mashpee Shellfish Rules & Regulations Plan.

Being no further comment, the Select Board took the following action;

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APPOINTMENTS & HEARINGS

Public Hearing: New Aquaculture Grant Application: 1.98 Acres, Waquoit Bay: Jaime Pachico:
Discussion and Possible Approval of New Aquaculture Grant Application: 1.98 Acres, Waquoit Bay: Jaime Pachico:
(continued)

Motion made by Selectman Cotton to close the Public Hearing.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Weeden, yes	Selectman Cotton, yes	Selectman O'Hara, yes
Selectman Sherman, yes	Selectman Wyman-Colombo, yes	Opposed, none

Motion made by Selectman Cotton to approve the application of Jaime Pachico, 174 Lowell Road #51, Mashpee for a new Shellfish Aquaculture License (Shellfish Grant) for a 1.98-acre site, to be located in Waquoit Bay, to grow oysters, quahogs and bay scallops with bottom gear.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Weeden, yes	Selectman Cotton, yes	Selectman O'Hara, yes
Selectman Sherman, yes	Selectman Wyman-Colombo, yes	Opposed, none

Presentation and Update on Opioid Abatement Funds and Application Process: Human Services Director Gail Wilson:

Gail Wilson, Human Services Director was in attendance with Corrine Wickel to review the proposed application for Opioid Abatement funding with the Select Board. As a result of the statewide opioid settlement agreement \$152,956 in funding has been received to implement strategies to assist individuals affected by opioid use. A vote of Town Meeting in May 2023 would authorize the revenue to be made available for appropriation to the Human Services Opioid Settlement Account to be expended by the Human Services Director.

After careful review it is recommended that requests for funding would be received twice yearly and contingent upon the funding amount to be available for that fiscal year. The application deadlines are June 1st for the July distribution of funds, and December 1st for the January distribution of funds.

Funding disbursements must help Mashpee residents within 4 sectors; Prevention, Harm Reduction, Recovery and Treatment. Agencies and/or groups must have an organizational structure with a minimum of a 501c3 non-profit status.

Lynne Barbee, Chair of the Human Services Committee acknowledged the work of this committee and the benefit of Gail Wilson and Corrine Wickel. Ms. Barbee explained the opioid crisis is very real and there are ways to meet the needs of the participants. As an example, a harm reduction strategy to prevent overdoses would make available to those non-profits meeting the criteria, samples of Narcan and Fentanyl doses.

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Presentation and Update on Opioid Abatement Funds and Application Process: Human Services Director Gail Wilson: (continued)

The Human Services Director and the Human Services Committee has been working diligently to complete the application to ensure it is readily available when the funding is received. It was noted the grant award would be determined based upon the information provided in the application. A three-member panel will conduct the initial review with final approval by the six-member Human Services Committee.

Discussion followed with respect serving the needs of the schools as it relates to the 501c3 criteria. It was noted that funds would support the schools and provide benefit to the Mashpee community. Although it was uncertain if the schools would fall under the 5013c criteria, schools would have the ability to connect with outside non-profit agencies to gain funding as required.

Town Manager Rodney C. Collins and Assistant Town Manager Wayne E. Taylor recommended approval of the application. Adjustments would be made to the document if necessary. This is a start with an organized structure to show data that Mashpee residents are being served.

Motion made by Selectman Sherman to approve the Opioid Abatement Funding Application-Information as presented.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Weeden, yes	Selectman Cotton, yes	Selectman O'Hara, yes
Selectman Sherman, yes	Selectman Wyman-Colombo, yes	Opposed, none

Public Hearing: Modification of Entertainment License: Barnstable Pizza Co d/b/a Finally Dino's: Discussion and Possible Approval of Modification of Entertainment License: Barnstable Pizza Co d/b/a Finally Dino's:

The Select Board acting as the Local Licensing Authority for the Town of Mashpee opened the Public Hearing to consider the modification to the entertainment license of Barnstable Pizza & Pasta Co. Inc. d/b/a Finally Dino's, located at 401 Nathan Ellis Highway, Mashpee to allow for amplified music on the outdoor premises. The Hearing notice as presented was read aloud into the record for informational purposes.

Constantinos Mitrokostas was in attendance with representing counsel from Dunne and Kirrane to review the license modification request with the Select Board and interested public.

The outdoor entertainment license is currently restricted to acoustical/non-amplified music ceasing at 10:00 p.m.

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APPOINTMENTS & HEARINGS

Public Hearing: Modification of Entertainment License: Barnstable Pizza Co d/b/a Finally Dino's:
Discussion and Possible Approval of Modification of Entertainment License: Barnstable Pizza Co d/b/a Finally
Dino's: (continued)

The applicant is requesting approval for amplified acoustical music, an orchestra/band consisting of one to three persons.

Mr. Mitrokostas indicated that as a result of technological shifts, sound can be modified having less external sound. With the pandemic there has been a focus with many restaurants to get people outside to enjoy the outdoors. Today's technology has pre-recorded, pre-ready music on iPad and iPhones. Previously each band member had a speaker. Now we can direct and control the speaker. With a small system, there is only so much sound that emanates.

In discussing this request Mr. Mitrokostas indicated that restaurant owners are struggling to get back on course. People also want to be outside and enjoy the ambiance of music.

The Select Board opened the Hearing to solicit comment.

Letters in opposition to the proposal contained in the Select Board packet include concerns from Duncan Campbell, Andrea Hachey, Marlene Jarvis and Virginia Scharfenberg.

Counsel representing the Campbell's, abutters to the subject establishment requested the Select Board deny the request for amplified music on the outdoor premises. The history of noise emanating from this area dates-back-to 2014. Over time, the music has been loud and intrusive. It was previously suggested the owner reach out to the neighborhood. To date, Mr. Mitrokostas has not notified the neighbors of his intention to request outdoor amplified acoustical music.

In continuing his reasoning for the denial, special counsel to the Campbell's stated the music is directed to the abutters like a funnel with sound levels in the 70-80 decibel range where typical conversation could not be held outside. Mrs. Campbell is noted to be a critical care nurse and requires her rest. This has become a quality-of-life issue, with decreased neighborhood property values. Fencing does not work and sound mitigation does not work. All that has worked was the Select Board eliminating the amplified music. It was also stated this location is not appropriate for this type of music.

Duncan Campbell, Mohican Avenue added that this has become very stressful. The sound can be overwhelming. It was asked why Mr. Mitrokostas cannot be more courteous to his neighbors and allow them to have a quiet summer.

Damon Crook of Mohican Avenue indicated when music was loud, he was not we able to use his baby monitor which resulted in a safety issue of concern. Mr. Crook voiced support to local businesses. However, Mr. Mitrokostas did not discuss his intent with the neighbors who may be open to certain weekends on certain dates and times. Like the fair, we have-to listen, and it is tolerated. In his opinion Mr. Mitrokostas has tried to push this through quietly. Now we have reached a divide. Larger groups bring more people, and create other code violations. Give them an inch, and they take a yard. With a new born child, this issue has really been a matter of safety to Mr. Crook and his family.

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APPOINTMENTS & HEARINGS

Public Hearing: Modification of Entertainment License: Barnstable Pizza Co d/b/a Finally Dino's:
Discussion and Possible Approval of Modification of Entertainment License: Barnstable Pizza Co d/b/a Finally
Dino's: (continued)

Roberta Geogross, Mohican Avenue, a neighbor of the Campbells made comment on the loud music which causes vibration within her china cabinet. Concern was conveyed regarding the exceedance of persons at the venue with tables and chairs in all areas including the alley way. This is not the type of neighborhood for a night club. Ms. Geogross requested the Select Board deny this request. It was noted Ms. Geogross has been battling terminal illness and has preference to enjoy her family and friends.

Steve Jarvis a resident of Pequot Avenue stated that he heard the same story 4-5 years ago. In his opinion, nothing has changed. Who is going to manage the process when Mr. Mitrokostas goes home? This is a neighborhood, and the neighbors should enjoy peace and quiet all of the time, and not some of the time. After 10:00 p.m. people come out of the establishment legless.

In closing Mr. Mitrokostas indicated he does not deny what the people are saying. He realizes the bands are too big to be outside. In the outdoor area Mr. Mitrokostas is proposing 1-3 persons only. Mistakes from the past years have been acknowledged. Mr. Mitrokostas has also operated this establishment for the past 27 years without major incident and is responsible in monitoring his patrons. Mr. Mitrokostas indicated he would like to move forward. He has tried to mediate with his neighbors and over the next few weeks he intends to meet with the neighbors.

The Select Board conveyed disappointment due to the lack of neighborhood outreach.

Motion made by Selectman Sherman to close the Public Hearing.

Motion seconded by Selectman Cotton.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Weeden, yes	Selectman Cotton, yes	Selectman O'Hara, yes
Selectman Sherman, yes	Selectman Wyman-Colombo, yes	Opposed, none

Motion made by Selectman Sherman to deny the request for modification of the entertainment license of Barnstable Pizza & Past Co. Inc. d/b/a Finally Dino's, 401 Nathan Ellis Highway, Mashpee and not allow amplified music on the outdoor premises. Any proposals of compromise shall be submitted to the Office of the Town Manager to discuss with representing counsels.

Motion seconded by Selectman Cotton.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Weeden, yes	Selectman Cotton, yes	Selectman O'Hara, yes
Selectman Sherman, yes	Selectman Wyman-Colombo, yes	Opposed, none

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APPOINTMENTS & HEARINGS

Discussion and Possible Approval of Request to Authorize the Use of Unrestricted Town Owned Property along Johnson Road for Nitrogen Aggregation as Allowed by Title V Regulations to be Credited to 474 Main Street/31 Ashumet Road to Facilitate Affordable Housing in Excess of Nine Bedrooms: Joao Junqueira. Capewide Construction:

Town Manager Rodney C. Collins recommended the Select Board table this matter to conduct further due diligence on this matter.

Motion made by Selectman Cotton to table the above referenced agenda topic as recommended.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Weeden, yes	Selectman Cotton, yes	Selectman O'Hara, yes
Selectman Sherman, yes	Selectman Wyman-Colombo, yes	Opposed, none

Department of Natural Resources Presentations:

Update on the Mashpee Wakeby Diagnostic Study: Ed Eichner, TMDL Solutions, School of Marine Science and Technology (SMASST) University of Massachusetts Dartmouth:

The Select Board met with Ed Eichner, Principal from TMDL solutions and the School of Marine Science and Technology at UMass Dartmouth to give an update on the progress of the first year of sampling for the Mashpee Wakeby Diagnostic Study.

Dissolved oxygen and temperature profiles were taken last year on a continuous basis, every fifteen minutes. In addition to the water column monitoring in each basin, the Diagnostic Study and Management Plan outlines the entire population of phytoplankton surveys including cyanobacteria, the sediment survey in each basin, the stream outflow, rooted plant and mussel (endangered species) surveys and their locations, and the watershed assessment including nitrogen and phosphorus concentrations during certain conditions. The study will also survey stormwater, and locate septic systems to determine if they are contributing to the water column. The information on the contributors and options as well as costs acceptable to the community for clean water will assist the study in moving forward with the development of the Management Plan.

The dissolved oxygen (DO) profile in 2022 shows impairment and the absence of oxygen in both the Wakeby and Mashpee basins. This suggests a higher sediment oxygen demand in the Wakeby basin when comparing it to the Mashpee basin. Due to its location in the watershed the Wakeby basin receives more nutrient impaired groundwater.

How the conditions develop will be realized with the water column data. Different approaches would be considered if the impairments are due to sediment and/or watershed conditions. Good information leads to good policy. Refined data will give the fullest picture of variations.

It was suggested that data from 2019(pre-covid) be incorporated into the study. With the pandemic there has been an increase in home sales and rentals that may affect TMDL's. In addition to nitrogen and phosphorus, PFAS is a concern. Drought conditions are also a factor to incorporate into the review.

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Department of Natural Resources Presentations:

Update on the Mashpee Wakeby Diagnostic Study: Ed Eichner, TMDL Solutions, School of Marine Science and Technology (SMASST) University of Massachusetts Dartmouth: (continued)

Miles Sundermeyer a professor at the UMass School for Marine Science was introduced to the Select Board. Professor Sundermeyer is assisting in the transition of the program to new leadership after the passing of Dr. Brian Howes to reaffirm the mission and work that continues to invest in the coastal resource program. The Town of Mashpee is in capable hands with a lot of resources.

Santuit Pond Sediment Briefing: Baseline Monitoring, Interim Measures Focused Feasibility Assessment, Nutrient Inactivation Dosing Study Results: Matt Ladewig, TRC Consultants:

The Select Board met with Matt Ladewig of TRC Companies to review the results of the Focused Feasibility Study, Baseline Monitoring and Nutrient Inactivation Dosing Study to improve water quality in Santuit Pond. The purpose of the study was to evaluate and recommend the most appropriate measures for in-pond implementation over the short-term.

Santuit Pond is highly nutrient-enriched with high phosphorus, low transparency, and high chlorophyll (algae). Findings reveal the dissolved oxygen depletion at the pond bottom allows the release of iron-bound phosphorus from sediments into the water. 78% of the annual phosphorus load derives from internal sources. Internal loading from sediments into the water column include septic and stormwater, etc.

Management goals include the improvement of water quality by decreasing nutrient concentrations, reducing the duration and severity cyanobacteria blooms and the control of non-native aquatic plant growth.

To facilitate the discussion and to address practical management measures, Santuit Pond was conceptually divided into three management zones. This includes;

The Town landing and areas to the north, shallowest water, highest public visibility, one Solar Bee circulator, Bordered by Town landing to the north and Briant's Neck to the south, deepest water, highest resident visibility, three Solar Bee circulators, water quality sonde deployed in this area, and South and east of Briant's Neck, identified as potential dredge and fringe wetland restoration area, intermediate public and residential visibility, two Solar Bee circulators, near dam and fish ladder.

The conceptual identification is based on present and physical characteristics, visibility, and the presence of existing management or monitoring infrastructure.

Three in-pond restoration options are considered. This includes;

Dredging – Not recommended and not feasible financially and technically.

Circulation – Recommended

Sediment Nutrient Inactivation – Recommended as most viable option to address internal phosphorus loading.

Management options include multiple biological, chemical and physical approaches. The recommended options are most likely to be feasible and effective to the scale that is required.

Aeration/Circulation

Algaecides

Nutrient Inactivation

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Santuit Pond Sediment Briefing: Baseline Monitoring, Interim Measures Focused Feasibility Assessment, Nutrient Inactivation Dosing Study Results: Matt Ladewig, TRC Consultants: (continued)

For aeration and circulation, it is recommended the SolarBee circulators that are in place continue. Algaecides may be of use to control the blooms, but will not address the underlying cause. Nutrient Inactivation could be used to treat the cause by binding the phosphorus. (phosphorus release from sediments). However, this would require additional study.

To convert the iron-bound phosphorus into a form that will be more effectively retained in the sediments of Santuit Pond, nutrient inactivation using alum (aluminum sulfate) buffered with sodium aluminate is recommended. This treatment has been used in other ponds on the Cape and throughout Massachusetts. This product is safe to handle, and if applied appropriately there should be no significant impacts or fish kills. The products are also used widely to remove pollutants from drinking water as part of the treatment process. It is estimated this product would cost several hundred thousand dollars. Federal grant funds may be available.

It is recommended this option be studied further to ensure safety and efficacy of sediment nutrient inactivation. There is also a need to conduct public outreach.

In moving forward, the Select Board agreed to take this under advisement to conduct further due diligence. This would include review of the scope, next steps for nutrient inactivation and review of the 319 NPS Grant application to fund the treatment. Permitting, the dosing plan, treatment options, monitoring requirements and public outreach would also be further reviewed and considered before action is taken.

Discussion and Approval of the Following Resignations and Appointments:

Resignation: Mashpee Community Garden Advisory Committee: John Carter (Term Expires June 30, 2023):

Correspondence was received from John M. Carter dated March 16, 2023 resigning from the Mashpee Community Garden Advisory Committee, effective March 16, 2023.

Motion made by Selectman Cotton to accept the resignation of John M. Carter from the Mashpee Community Garden Advisory Committee with regret sending a letter of appreciation to Mr. Carter for his service to the Town of Mashpee.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Weeden, yes	Selectman Cotton, yes	Selectman O'Hara, yes
Selectman Sherman, yes	Selectman Wyman-Colombo, yes	Opposed, none

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Appointments:

Cape Cod Commission. Mashpee Representative: Ernest Virgilio (Term: April 25, 2023-April 24, 2026):

Ernest Virgilio has expressed his interest to serve as Mashpee's representative to the Cape Cod Commission for a term of three years. His appointment is due to expire on April 24, 2023.

Motion made by Selectman O'Hara to appoint Ernest Virgilio to the Cape Cod Commission serving as the Town of Mashpee's representative for a three-year term effective April 25, 2023 through April 24, 2026.

Motion seconded by Selectman Sherman.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Weeden, yes	Selectman Cotton, yes	Selectman O'Hara, yes
Selectman Sherman, yes	Selectman Wyman-Colombo, yes	Opposed, none

Board of Registrars: Ernest Virgilio (Term Expires March 31, 2025); Yvonne Courtney (Term Expires March 31, 2026):

Correspondence was received from Deborah Kaye, Town Clerk dated March 21, 2023 requesting the Select Board appoint Ernest Virgilio to the Board of Registrars representing the "Republican" voters of Mashpee. His term expired on March 31, 2022. The expiration of this appointment is March 31, 2025.

Motion made by Selectman Sherman to appoint Ernest Virgilio to the Board of Registrars for a three-year term to expire; March 31, 2025.

Motion seconded by Selectman Cotton.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Weeden, yes	Selectman Cotton, yes	Selectman O'Hara, yes
Selectman Sherman, yes	Selectman Wyman-Colombo, yes	Opposed, none

In addition, it was recommended that Yvonne Courtney be appointed to the Board of Registrars representing the "Democratic" voters of Mashpee. Ms. Courtney's term is due to expire on March 31, 2023. The expiration of this appointment is March 31, 2026.

Motion made by Selectman Sherman to appoint Yvonne Courtney to the Board of Registrars for a three-year term to expire; March 31, 2026.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Weeden, yes	Selectman Cotton, yes	Selectman O'Hara, yes
Selectman Sherman, yes	Selectman Wyman-Colombo, yes	Opposed, none

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Conservation Commission: Member at Large: Sandra Godfrey (Term Expires June 30, 2023):

The Conservation Commission voted unanimously on March 23, 2023 to endorse the change of status of current Associate Commissioner Sandi Godfrey to full time membership.

Motion made by Selectman O'Hara to appoint Sandra Godfrey to the Conservation Committee as a Member at Large.

Motion seconded by Selectman Sherman.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Weeden, yes	Selectman Cotton, yes	Selectman O'Hara, yes
Selectman Sherman, yes	Selectman Wyman-Colombo, yes	Opposed, none

NEW BUSINESS

Discussion and Possible Approval of Amending Select Board Policy #081 "Public Participation at Public Meetings":

The Select Board reviewed Policy No.081 – Public Participation at Public Meetings adopted on September 23, 2019 and revised on May 23, 2022. A recent supreme court decision prompted additional review of the existing policy. Minor modifications were incorporated into the document by Town Counsel Patrick J. Costello.

It was agreed the Select Board would table this matter to review the red line version of modifications prior to approval. Any questions or concerns should be directed to the Town Manager.

Motion made by Selectman Cotton to table the above referenced agenda topic to the next meeting.

Motion seconded by Selectman Sherman.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Weeden, yes	Selectman Cotton, yes	Selectman O'Hara, yes
Selectman Sherman, yes	Selectman Wyman-Colombo, yes	Opposed, none

TOWN MANAGER UPDATES

Groundbreaking Ceremony: The groundbreaking ceremony for the LeClair Village affordable housing project located at 950 Falmouth Road, Mashpee will be held on Wednesday, May 31, 2023 at 10:30 a.m.

Roundtable: The joint meeting of the Select Board and Board of Health is anticipated to be held on Monday, May 8, 2023 or on Monday, May 22, 2023 at 6:30 p.m.

Road Construction: Road construction on Route 151 and Route 28 is ongoing. Traffic detours will be duly advertised during this process.

Mashpee Select Board
Minutes
April 3, 2023

ADJOURNMENT

Motion made by Selectman Sherman to adjourn at 9:34 p.m.

Motion seconded by Selectman Cotton.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Weeden, yes

Selectman Cotton, yes

Selectman O'Hara, yes

Selectman Sherman, yes

Selectman Wyman-Colombo, yes

Opposed, none

Respectfully submitted,

Kathleen M. Soares

Secretary to the Select Board

"Serving with pride and integrity"



Scott W. Carline
Chief of Police

MASHPEE POLICE DEPARTMENT
19 Frank Hicks Drive
Mashpee, Massachusetts 02649


Emergency • Dial 911
Police Priority • (508) 477-1212
Patrol Services • (508) 539-1480
Detectives • (508) 539-1484
Records • (508) 539-1488
Administration • (508) 539-1486
Fax • (508) 539-1412
www.mashpeepd.com

RECEIVED

APR 04 2023

Human Resources Department

MEMORANDUM

To: Human Resources Director, Kim Landry
From: Captain Thomas Rose 
Re: Public Safety Dispatcher Process/Hire
Date: March 31, 2023

A public safety police dispatcher hiring process was initiated and posted on October 28, 2022 with a filing deadline of November 7, 2022. Candidates applying for the position of public safety police dispatcher were required to submit a town application to the Town of Mashpee Human Resources Department. The public safety police dispatcher process consisted of the following:

1. A public safety police dispatcher radio test.
2. A public safety police dispatcher oral board examination.
3. An appointing authority interview with the Chief of Police

On November 17, 2022 the Oral Board Examinations were conducted at the Mashpee Police Department. The oral board consisted of the following members; Lt. Olivier Naas, Sgt. James Dorman, Dispatch Supervisor Jennifer Berry, and Human Resource Director Kimberly Landry.

The candidates were asked a series of uniformed questions focusing on work ethic, dedication, competence, and past experience. Candidates were also rated on possessing knowledge, skills, and abilities to perform the general duties and essential functions of the position of public safety police dispatcher. Specifically candidates were rated on appearance, training, communication skills, judgment, poise, pride, motivation, responsibility, general knowledge, and overall fitness for the position.

On November 17, 2022 appointing authority interviews were conducted by Chief Scott Carline. Captain Thomas Rose was present during these interviews.

I affirm that all phases of the selection process for public safety dispatcher have been completed in accordance with all policies and procedures established by the Town of Mashpee and its police department. This process has been monitored and reviewed by the Town of Mashpee Human Resources Department.

I respectfully request certification of the selection process with the appointment of Gina Caia to the position of public safety dispatcher.

TOWN OF MASHPEE POSITION APPOINTMENT/REAPPOINTMENT REQUEST

Effective: September 1, 2016

JOB TITLE: Public Safety Dispatcher DEPARTMENT: Police

EMPLOYEE: Gina Caia UNION/UNIT: SEIU 888 Clerical

STATUS: Regular Full-time [☒] Temporary Full-time [☐] Temporary Part-time [☐]
Standard Part-time [☐] Non-Standard Part-time [☐] Seasonal [☐]

LABOR GRADE: V STEP: 1 RATE OF PAY: \$24.11 Per Hour
\$964.40 Per Week \$50,148.80 Per Year/Base

I attest that this position was posted and/or advertised through the following:

Existing Eligibility List [☒] Town Posting [☐] Local Employment Opportunity [☐]
Regional/State/National Opportunity [☐] Other Posting [☐]

I also attest that all policies and procedures of the Town have been satisfied regarding this appointment, including: application review [☒] written examination [☐] oral interview [☒] appointing authority interview [☒]
physical agility exam [☐] medical examination [☒] psychological examination [☐] comprehensive background investigation, including a CORI check [☒] or other _____.

I further attest that the search and initial screening for this position was based upon minimum requirements, knowledge, skills, abilities, essential functions and responsibilities outlined in a job description approved by the Town Manager. (Attach job description) I further attest that the employee's driver's license status, if applicable to the position, was verified.

Kimi Landry 3-29-23
Human Resources Director Signature Date

I request this appointment/promotion to be effective on: April 25, 2023

[Signature] 3.31.23
Appointing Authority Signature Date

This position may be filled upon confirmation and/or certification of this selection process, if a full-time new employee; or compliance with Town policies and procedures, if a promotion.

[Signature] 4/6/23
Town Manager Signature Date

Chairman of Board of Selectmen (or Designee) Signature Date
Review of Appointment and Certification of Selection Process

Copies To: White – Human Resources Canary – Town Clerk Pink – Town Manager



TOWN OF MASHPEE

OFFICE OF THE SELECT BOARD

16 Great Neck Road North
Mashpee, Massachusetts 02649
Telephone – (508) 539-1401
bos@mashpeema.gov

MEMORANDUM

Date: April 14, 2023

To: Rodney C. Collins, Town Manager and
Honorable Members of the Select Board

From: Stephanie A. Coleman, Administrative Secretary

Re: Board, Committee and Commission: Resignations and Appointments

Description

Discussion and Approval of the Following Appointments:

Council on Aging, Member at Large: Ron Meyerowitz (Term Expires June 30, 2025)

Council on Aging, Member at Large: Judith A. Scofield (Term Expires June 30, 2024)

Attached is the recommendation for appointment from the Council on Aging and letters of interest from both candidates.

Council on Aging

David Egel <_ >

Wed 4/12/2023 10:44 AM

To: Terrie Cook <tmcook@mashpeema.gov>; Stephanie Coleman <SColeman@mashpeema.gov>

Attention! : Links contained herein may not be what they appear to be. Please verify the link before clicking! Ask IT if you're not sure.

The Council on Aging interviewed Ron Meyerwitz and Judith Schofield for positions on the Council this morning and voted unanimously to recommend to the Select Board their appointment to the Council on Aging.

David Egel

Chairman, Mashpee Council on Aging

Sent from [Mail](#) for Windows

BQS@MashpeeMA.gov

I wish to serve on the Mashpee
COA Advisory Board.

I was employed with MetLife for
40 years.

I was employed parttime by the
Town of Falmouth for 4 years.

I Served on the Falmouth Christmas
Parade Committee for 5 years.

I Served on the Falmouth Fire-
works Committee for 3 years.

As a Senior, living in Mashpee,
I am very interested in the COA
in my home town.

Sincerely
Ron Meyerowitz

Mashpee MA 02649

March 30, 2023

TO: Mashpee Select Board

FROM: Judith A. Scofield, RN/MSW

R/E COA Board Application

I am sending this letter of interest to the Mashpee Board of Selectmen to apply for a position on the Council on Aging Board.

Having been a resident of Mashpee for 27 years and a recent member/volunteer of the Mashpee Senior Center, it would be an honor to serve on the Council on Aging Board.

Please review the information on my background in education, as well as, medical, mental health employments, and other Boards.

EDUCATION

CAPE COD COMMUNITY COLLEGE	AD in Nursing	1978
BRIDGEWATER STATE UNIVERSITY	BS in Social Work	1984
BOSTON UNIVERSITY	MSW	1986

WORKING EXPERIENCES:

RN at CCHC/Falmouth Hospital

Director of Nursing Long- Term Care Facilities:

Falmouth Nursing Home

Cranberry Pointe LTC REHAB

Kimwell LTC Facility

VNA/HOSPICE RN

MED-OPTIONS., INC

Geriatric Social Worker in LTC facilities

BOARDS:

Veterans Organization Hyannis Vice President

Ethics Committee at CCH

Veterans Special Activities

MILITARY: 1988-1993

(FMR CPT) RN 399 Combat Support Hospital Reserve Unit

I feel with the above education and work experience; especially, with the elderly and as a "Senior" Mashpee resident, I would be an asset as a member of the COA Board.

If you have any further questions, please do not hesitate to contact me at

Thank you for your consideration and I look forward to hearing from you.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Judith A. Scofield', with a long, sweeping horizontal line extending to the right.

Judith A. Scofield, RN/MSW

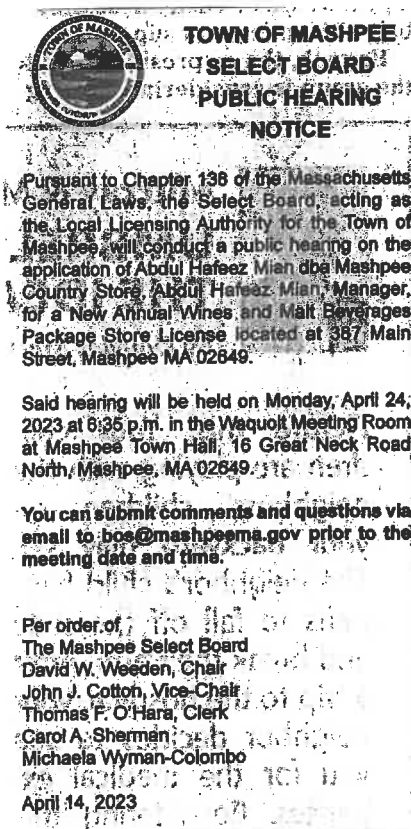


**TOWN OF MASHPEE
SELECT BOARD
PUBLIC HEARING NOTICE**

Pursuant to Chapter 138 of the Massachusetts General Laws, the Select Board, acting as the Local Licensing Authority for the Town of Mashpee, will conduct a public hearing on the application of Abdul Hafeez Mian dba Mashpee Country Store, Abdul Hafeez Mian, Manager, for a New Annual Wines and Malt Beverages Package Store License located at 387 Main Street, Mashpee MA 02649.

Said hearing will be held on Monday, April 24, 2023 at 6:35 p.m. in the Waquoit Meeting Room at Mashpee Town Hall, 16 Great Neck Road North, Mashpee, MA 02649.

You can submit comments and questions via email to bos@marshpeema.gov prior to the meeting date and time.



Per order of
The Mashpee Select Board

David W. Weeden, *Chair*
John J. Cotton, *Vice-Chair*
Thomas F. O'Hara, *Clerk*
Carol A. Sherman
Michaela Wyman-Colombo

April 14, 2023



TOWN OF MASHPEE

OFFICE OF THE SELECT BOARD

16 Great Neck Road North
Mashpee, Massachusetts 02649
Telephone – (508) 539-1401
bos@mashpeema.gov

MEMORANDUM

Date: April 18, 2023

To: Rodney C. Collins, Town Manager and
Honorable Members of the Select Board

From: Stephanie A. Coleman, Administrative Secretary 

Re: Public Hearing: License Amendment Application – Abdul Hafeez Mian

Pursuant to Chapter 138 of the Massachusetts General Laws, the Select Board, acting as the Local Licensing Authority for the Town of Mashpee, will conduct a public hearing on the application of Abdul Hafeez Mian dba Mashpee Country Store, Abdul Hafeez Mian, Manager, for a New Annual Wines and Malt Beverages Package Store License located at 387 Main Street, Mashpee MA 02649.

There are four (4) Annual Wines and Malt Beverages Package Store Licenses operating in Mashpee however the Town May grant a total of five (5) per the quota set by the Alcoholic Beverages Control Commission (ABCC). Please note that the applicant would be operating as a sole proprietor therefore the vote of the entity is not required. All supporting documents have been submitted and are attached for your review, with the exception of any confidential information for example financial statements.



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

TOWN CLERK'S OFFICE
APR 10 '23 PM 3:39

Municipality

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES

Off-Premises-15

TYPE

\$15 Package Store

CATEGORY

Wines and Malt Beverages

CLASS

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.

Applicant is applying for an Annual Wines & Malt Beverages Package Store License in the Town of Mashpee at 387 Main Street, Mashpee MA.

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 floor of a one story wood frame building containing approximately 2,168 square feet, with two entrances and exits on the west side of the building; sales area of approximately 2,168 square feet housing a delicatessen, counters and deli units; coffee bar and grocery shelves, and two bathrooms in rear; unfinished basement having approximately 2,168 square feet for storage.

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	Sole Proprietor	Date of Incorporation	
State of Incorporation		Is the Corporation publicly traded? <input type="radio"/> Yes <input 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
Abdul Hafeez Mian	ndwich, MA 02563		
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
owner and sole proprietor	100%	<input type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Additional pages attached?	<input type="radio"/> Yes <input checked="" type="radio"/> 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

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
Abdul Hafeez Mian	Wine and Malt	Sandwich Mart & Spirits	Sandwich
Abdul Hafeez Mian	All Alcoholic Beverages	Sandwich Mart & Spirits	Sandwich

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
2008	Abdul Hafeez Mian	Sandwich	moved alcohol from one store to another - \$200 fine
2016	Abdul Hafeez Mian	Sandwich	Sale to minor who used a fake ID - \$240 fine

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 Abdul Hafeez Mian

Landlord Phone

Landlord Email

Landlord Address Sandwich, MA 02563

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	0.00
B. Purchase Price for Business Assets	0.00
C. Other * (Please specify below)	0.00
D. Total Cost	0.00

*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.

--

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
	See	Resume attached		

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
	See 6C above			

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

11. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement?

If yes, please fill out section 11.

☐ Yes ☒ No

Please provide a narrative overview of the Management Agreement. Attach additional pages, if necessary.

IMPORTANT NOTE: A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does not pertain to a liquor license manager that is employed directly by the entity.*

11A. MANAGEMENT ENTITY

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in the management Entity (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name	Address	Phone		
<input type="text"/>	<input type="text"/>	<input type="text"/>		
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	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	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	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	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

CRIMINAL HISTORY

Has any individual identified above 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

11B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES

LICENSE

Does any individual or entity identified in question 11A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

11C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 11A, 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

11D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 11A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Licensee Name	License Type	Municipality	Date(s) of Agreement

11E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Has any of the disclosed licenses listed in questions in section 11B, 11C, 11D 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

11F. TERMS OF AGREEMENT

a. Does the agreement provide for termination by the licensee?

Yes ☐ No ☐

b. Will the licensee retain control of the business finances?

Yes ☐ No ☐

c. Does the management entity handle the payroll for the business?

Yes ☐ No ☐

d. Management Term Begin Date

e. Management Term End Date

f. How will the management company be compensated by the licensee? (check all that apply)

☐ \$ per month/year (indicate amount)

☐ % of alcohol sales (indicate percentage)

☐ % of overall sales (indicate percentage)

☐ other (please explain)

ABCC Licensee Officer/LLC Manager

Signature:

Title:

Date:

Management Agreement Entity Officer/LLC Manager

Signature:

Title:

Date:

ADDITIONAL INFORMATION

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.

ENTITY VOTE

The Board of Directors or LLC Managers of

Mashpee Country Store

Entity Name

duly voted to apply to the Licensing Authority of

Mashpee

City/Town

and the

City/Town
Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

Date of Meeting

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="checkbox"/> Change of DBA | |

"VOTED: To authorize

Abdul Hafeez Mian

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

Abdul Hafeez Mian

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 attests

For Corporations ONLY

A true copy attest,

Corporate Officer /LLC Manager Signature

Corporation Clerk's Signature

(Print Name)

(Print Name)

APPLICANT'S STATEMENT

I, **Abdul Hafeez Mian** the: ☒ sole proprietor; ☐ partner; ☐ corporate principal; ☐ LLC/LLP manager
Authorized Signatory

of **Mashpee Country Store**
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:

4-08-23

Title:

Owner

ptardif@tardiflaw.com

From: customerservice@nCourt.com
Sent: Friday, March 31, 2023 9:33 AM
To: ptardif@tardiflaw.com
Subject: Receipt from nCourt

YOUR RECEIPT >>

Please include the payment receipt with your application. Thank you.

Paid To

Name: Massachusetts Alcoholic Beverages Control Commission - Retail
Address 1: 95 Fourth Street, Suite 3
City: Chelsea
State: Massachusetts
Zip: 02150

Payment On Behalf Of

First Name: Paul Last Name: Tardif
Address 1:
City: State/Territory: MA Zip: 02675
Phone:

Description	ID	Service Fee	Amount
FILING FEES-RETAIL	Abdul Hafeez Mian d/b/a Mashpee Country Store	\$4.70	\$200.00

Receipt Date: 3/31/2023 9:33:18 AM EDT

Invoice Number: 0c6c1cbb-dda4-4ac6-99dd-8235c8c1c576

Total Amount Paid:\$204.70

Billing Information

First Name Paul
Last Name Tardif
Address 1
City Yarmouth Port
State/Territory MA
Zip 02675
Email

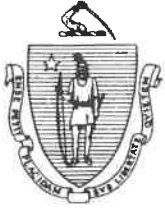
Credit / Debit Card Information

Card Type Visa
Card Number *****

IMPORTANT INFORMATION >>

Please include the payment receipt with your application. Thank you.

Please verify the information shown above. Your payment has been submitted to the location listed above.



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 Abdul Hafeez Mian, d/b/a Mashpee Country Store

ADDRESS 387 Main Street

CITY/TOWN Mashpee

STATE MA

ZIP CODE 02649

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="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



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150

JEAN M. LORIZIO, ESQ.
CHAIRMAN

CORI REQUEST FORM

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: (IF EXISTING LICENSEE)		LICENSEE NAME: Abdul Hafeez Mian	CITY/TOWN: Mashpee
--	--	----------------------------------	--------------------

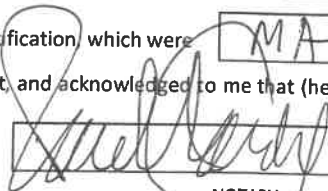
APPLICANT INFORMATION

LAST NAME: Mian	FIRST NAME: Abdul	MIDDLE NAME: Hafeez
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH: Pakistan
DATE OF BIRTH: 1	SSN:	ID THEFT INDEX PIN (IF APPLICABLE):
MOTHER'S MAIDEN NAME:	DRIVER'S LICENSE #:	STATE LIC. ISSUED: Massachusetts
GENDER: MALE	HEIGHT: 6	WEIGHT: 210
		EYE COLOR: Brown/Black
CURRENT ADDRESS:		
CITY/TOWN: Sandwich	STATE: MA	ZIP: 02563
FORMER ADDRESS:		
CITY/TOWN:	STATE:	ZIP:

PRINT AND SIGN

PRINTED NAME: Abdul Hafeez Mian	APPLICANT/EMPLOYEE SIGNATURE:
---------------------------------	-------------------------------

NOTARY INFORMATION

On this 4-3-23	before me, the undersigned notary public, personally appeared Abdul Hafeez Mian
(name of document signer), proved to me through satisfactory evidence of identification, which were MA D.C.	
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's Identity 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) 660-4834.





THE COMMONWEALTH OF MASSACHUSETTS
Town of Mashpee
Business Certificate

License Number: 2022-006
License Fee: \$40

Business Name
Mashpee Country Store
387 Main Street

Type of Business
Grocery Store

Owner(s) of Record
Abdul Hafeez Mian
387 Main Street
Mashpee, MA 02649

Date Granted: 02/15/2022
Expiration Date: 02/28/2026


Deborah F. Kaye
Mashpee Town Clerk



Abdul Mian

📍 Sandwich, MA 02563 📞



PROFESSIONAL SUMMARY

Talented Owner with excellent marketing, customer service and facility oversight skills and more than 20 years of experience. Highly effective and comfortable working with people at all levels in organization.

Astute Business Owner successful in operations management, competitive analysis and financial management. Demonstrated success in growth and innovation. Capitalizing on new trends and technologies to boost business initiatives and reach sales objectives. Hard-driving business leader offering skill in strategic business planning and team development. Skillfully recruit and train employees at all levels to meet customer and business demands. Articulate, forward-thinking and resourceful in meeting unique needs.

SKILLS

- Team Oversight
- Business planning
- Staff Management
- Partnership development
- Negotiation
- Operations management
- Business Management and Development
- Team Leadership
- Inventory Control
- Financial Analysis
- Strategic Development
- Purchasing
- Business Operations

WORK HISTORY

OWNER

01/1998 to CURRENT

Mashpee Country Store | Mashpee, MA

- Devised processes to boost long-term business success and increase profit levels.
- Set, enforced and optimized internal policies to maintain responsiveness to demands.
- Devised and deployed sales and marketing tactics to drive strategic growth and support achievement of revenue goals.
- Trained and motivated employees to perform daily business functions.
- Studied market to determine optimal pricing of goods and services and to capitalize on emerging opportunities.

OWNER

01/2004 to CURRENT

Sandwich Mart & Spirits | Sandwich, MA

- Founded and managed convenience store business to a licensed liquor store growing revenue year over year
- Applied performance data to evaluate and improve operations, target current business conditions and forecast needs.

- Optimized team hiring, training and performance.
- Conducted target market research to scope out industry competition and identify advantageous trends.
- Generated revenues yearly and effectively capitalized on industry growth.
- Remained up-to-date on current trends and attended industry trade shows and markets to view and order inventory.

OWNER

01/2001 to 01/2004

Route 28 Gas | Centerville, MA

- Managed purchasing, sales, marketing and customer account operations efficiently.
- Demonstrated exceptional knowledge of process optimization in relation to profit and loss.

09-28-2000 @ 11:10

N O T QUITCLAIM DEED O T

I, **Walter J. Murray**, ^{A N}Trustee of the **Palge Realty Trust** ^{A N}under a Declaration of Trust dated June 8, 1993, recorded with Barnstable County Registry of Deeds in Book 8618, Page 166, of Sandwich, Massachusetts

For Consideration paid in the amount of **Three Hundred and Thirty Thousand and 00/100 (\$330,000.00) Dollars**

GRANT TO:

C O P Y

O F F I C I A L

C O P Y

Abdul Hafeez Mian of 387 Main Street, Mashpee, Massachusetts

with QUITCLAIM COVENANTS

the land together with any buildings situated thereon in Mashpee, Barnstable County, Massachusetts as shown on plan of land recorded in Barnstable County Plan Book 498, Page 68, as Lot #1, bounded and described as follows:

- COMMENCING at the Southeasterly corner of the premises at a corner of the homestead lot formerly of James Amos (a/k/a Otis) and at the northerly line of Snake Pond Road, so-called;
- THENCE Westerly by the Northerly line of said road, about eight (8) rods to the corner of a fence at a passageway to the Twelve acre Lot, so-called, to what is now owned by the Town of Mashpee;
- THENCE Northerly by the Easterly line of said passageway and cleared land of Attaquin, now of Irving C. Oakley, deceased, one hundred and 00/100 (100.00) feet;
- THENCE Southeasterly by land of Christine N. Oakley to the Easterly line of said lot;
- THENCE Southerly by land of the homestead lot of James Amos, formerly, as aforesaid; and
- THENCE continuing Southerly by the Westerly line of the homestead as the fence formerly stood, one hundred and 00/100 (100.00) feet to the first mentioned bound at the place of beginning.

The above described premises are conveyed subject to and with the benefit of all rights, rights of way, easements, appurtenances, reservations and restrictions of record, insofar as the same are in force and applicable.

N O T

N O T

The Grantor certifies that Walter R. Murraray is the present Trustee of the **Paige Realty Trust**, certify that said trust is in full force and effect and has not been altered or amended other than of record prior to the date of this certificate; no beneficiary is a minor or incompetent, a corporation selling all of its assets, or a personal representative of an estate subject to estate tax liens; and the Trustees have been directed by all of the beneficiaries to execute and deliver this deed for the property described above.

Property Address: 387 Main Street (Route 130), Mashpee, MA 02649

For Title see deed recorded in Barnstable County Registry of Deeds in Book 8612, Page 172.

WITNESS my hand and seal this 28th day of September, 2000.

Paige Realty Trust

Walter J. Murray
Walter J. Murray, Trustee


Walter J. Murray, Trustee

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

September 28, 2000.

Then personally appeared the above named **Walter J. Murray**, and acknowledged the foregoing instrument to be his free act and deed as Trustee of the Paige Realty Trust, before me.


Notary Public
JONATHAN D. FITCH

Notary Public

JONATHAN D. FITCH

My Commission Expires: 12.15.06

BARNSTABLE COUNTY
REGISTRY OF DEEDS
COUNTY EXCISE TAX

CANCELLED

DATE 09.28.'00 THU

TAX	\$752.40
TOTAL	\$752.40
CHECK	\$752.40
CLERK 1	NO.013942
TIME 10:05	1111

REG OF DEEDS
REG # 01
BARNSTABLE
CANCELLED

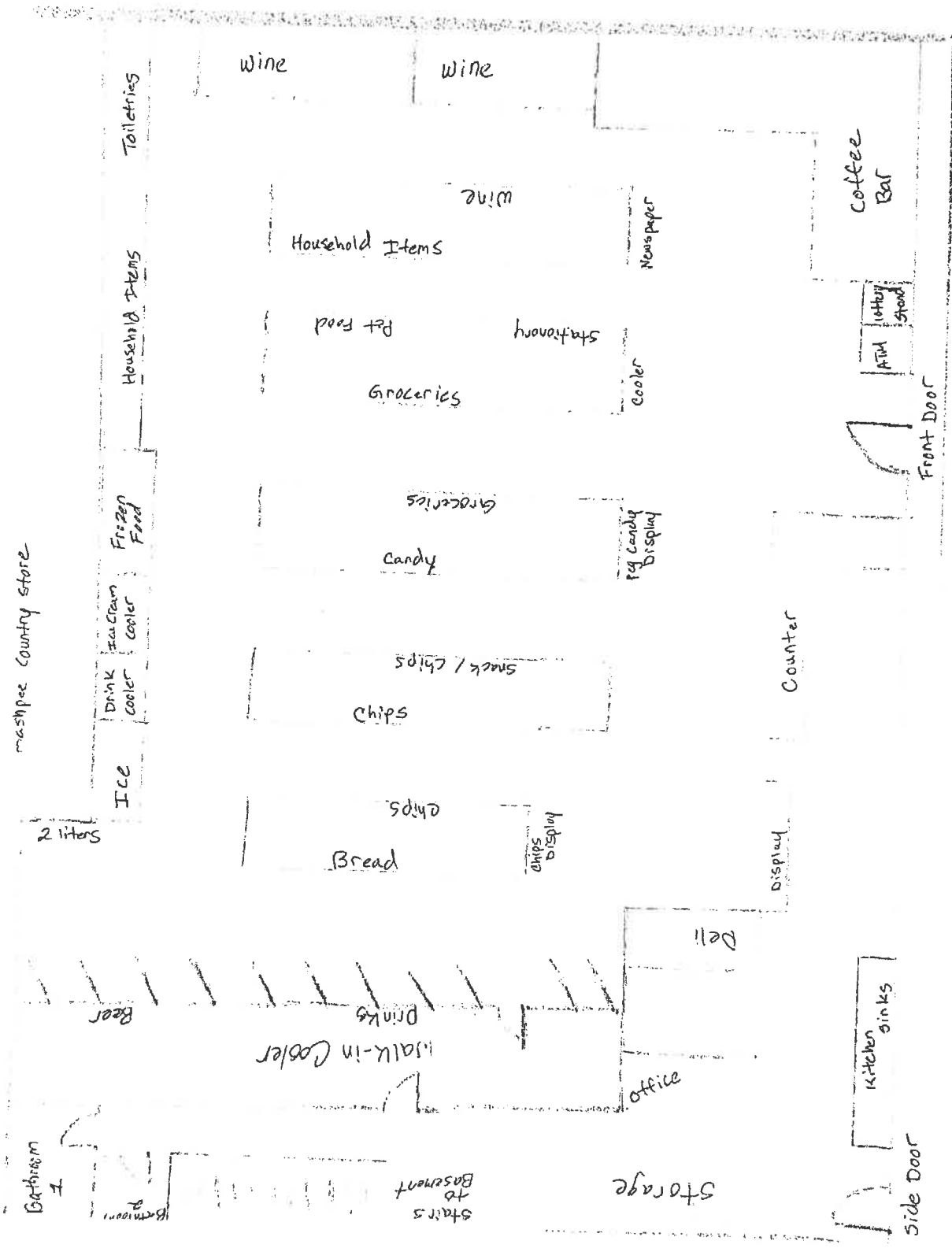
09/28/00 10:17AM 01
000000 #7441

FEE	\$1128.60
-----	-----------

CASH \$1128.60

BARNSTABLE REGISTRY OF DEEDS

maple country store

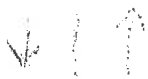


Parking Plan

Dumpster

store front
Entrance

main st.





**TOWN OF MASHPEE
SELECT BOARD
PUBLIC HEARING NOTICE**

Pursuant to Chapter 138 of the Massachusetts General Laws, the Select Board, acting as the Local Licensing Authority for the Town of Mashpee, will conduct a public hearing on the Alcoholic Beverages License application of 99 West, LLC dba 99 Restaurant, for a Change of Officers, located at 8 Ryan's Way, Mashpee MA 02649.

Said hearing will be held on Monday, April 24, 2023 at 6:40 p.m. in the Waquoit Meeting Room at Mashpee Town Hall, 16 Great Neck Road North, Mashpee, MA 02649.

You can submit comments and questions via email to bos@mashpeema.gov prior to the meeting date and time.



**TOWN OF MASHPEE
SELECT BOARD
PUBLIC HEARING
NOTICE**

Pursuant to Chapter 138 of the Massachusetts General Laws, the Select Board, acting as the Local Licensing Authority for the Town of Mashpee, will conduct a public hearing on the Alcoholic Beverages License application of 99 West, LLC dba 99 Restaurant, for a Change of Officers, located at 8 Ryan's Way, Mashpee MA 02649.

Said hearing will be held on Monday, April 24, 2023 at 6:40 p.m. in the Waquoit Meeting Room at Mashpee Town Hall, 16 Great Neck Road North, Mashpee, MA 02649.

You can submit comments and questions via email to bos@mashpeema.gov prior to the meeting date and time.

Per order of
The Mashpee Select Board

David W. Weeden, Chair
John J. Cotton, Vice-Chair
Thomas F. O'Hara, Clerk
Carol A. Sherman
Michaela Wyman-Colombo

April 14, 2023

Per order of

The Mashpee Select Board

David W. Weeden, *Chair*

John J. Cotton, *Vice-Chair*

Thomas F. O'Hara, *Clerk*

Carol A. Sherman

Michaela Wyman-Colombo



TOWN OF MASHPEE


OFFICE OF THE SELECT BOARD

16 Great Neck Road North
Mashpee, Massachusetts 02649
Telephone – (508) 539-1401
bos@mashpeema.gov

MEMORANDUM

Date: April 14, 2023

To: Rodney C. Collins, Town Manager and
Honorable Members of the Select Board

From: Stephanie A. Coleman, Administrative Secretary 

Re: Public Hearing: License Amendment Application – 99 West LLC

Description

Pursuant to Chapter 138 of the Massachusetts General Laws, the Select Board, acting as the Local Licensing Authority for the Town of Mashpee, will conduct a public hearing on the Alcoholic Beverages License application of 99 West, LLC dba 99 Restaurant, for a Change of Officers, located at 8 Ryan's Way, Mashpee, MA 02649.

Due to the size of the transaction the application was sent directly to the Alcoholic Beverages Control Commission (ABCC). The Commission has reviewed the application in advance and has deemed it to be in compliance with M.G.L. c. 138. Furthermore the Commission recommends proceeding with the public hearing and processing of the application.



***Commonwealth of Massachusetts
Department of the State Treasurer
Alcoholic Beverages Control Commission
95 Fourth Street
Chelsea, Massachusetts 02150***

**TOWN MANAGERS OFFICE
APR 7 '23 AM 11:30**

March 29, 2023

LOCAL Boards

Amesbury, Attleborough, Canton, Danvers, E. Longmeadow, Fall River, Fitchburg, Gardner, Hudson, Mashpee, Milford, North Attleborough, Revere, Salem, Saugus, Seekonk, Taunton, Walpole, Waltham, Weymouth, Woburn, Worcester, Yarmouth

The Alcoholic Beverages control Commission ("Commission") has received a request from 99 West, LLC for a change of Officers / Directors in the above noted cities and towns.

Due to the magnitude of these transactions, the Commission has received the information and documents provided by the licensee. The review was to determine whether the contemplated transaction is consistent with the provisions of M.G.L. c. 138. Based upon our review, we are satisfied that the transaction is consistent with the purposes of the law and would not result in the individual corporate licenses being deemed to be out of compliance with the applicable statute. Accordingly, this letter sets forth our recommended procedure for the processing of these applications.

Arrangements have been made for the Corporation to pay all of the \$200 application fees directly to the Commission. Therefore, no fee needs to be collected by the Local Licensing Authority.

The Commission has reviewed and accepted copies of the following documents and instruments:

1. Application for amendment
2. DOR Certificate of Good Standing
3. DUA Certificate of Good Standing
4. CORI Authorization
5. Vote authorizing the license amendment
6. List of exhibit's
7. Secretary of The Commonwealth Corporate Articles.

The applicant will contact you directly for processing the application. We will be processing this group filing differently than we have in the past due to the fact that these applications will be scanned into the e-licencing system.

The local Licensing Authority should send in the whole packet of the application and not just the local licensing review record that was done in the past. Should you or your town/city solicitor have any questions or require information or assistance , please contact Special Investigator Brad Doyle at (617) 908-8567.

Sincerely,

A handwritten signature in dark ink, appearing to read "Ralph Sacramone", with a long horizontal flourish extending to the right.

Ralph Sacramone
Executive Director

Cc: Fredrick Mahony, Chief Investigator
Ryan Melville, Licensing Coordinator
Joe Devlin, Esq.

TOWN MANAGERS OFFICE
APR 7 '23 AM 11:29

Upton Connell & Devlin, LLP

Contact for Joseph H. Devlin, Esq.

171 High Street

Newburyport, MA 01950

617-514-2837

617-514-2825

Main Office:

112 Water Street, Suite 201

Boston, Massachusetts 02109

617-227-3277 (Tel)

617-227-3222 (Fax)

Town of Mashpee
16 Great Neck Road North
Mashpee, MA 02649

Re: Change of Officer for the 99 Restaurant & Pub – Two Entities: 99 Restaurants of Boston, LLC (39 locations) and 99 West, LLC (22 locations)

Dear License Administrator:

I am writing on behalf of the 99 Restaurants of Boston, LLC or 99 West, LLC, d/b/a The Ninety-Nine Restaurant (collectively the "Licensee"), one or both of which are licensed entities in your community owned by the same corporate structure.

Per the letter you received from the Massachusetts Alcoholic Beverage Control Commission (the "ABCC"), a copy of which is also enclosed, the "Licensee" has been granted preliminary approval for a Change of Officer relative to all 61 of their Massachusetts locations using the "inverted approval process".

The Officer Change involves the appointment of Clinton Lautenschlegar, Marjorie Nemzura, Phillip Purcell, Mark Spurgin, and Kara Jacobs as LLC Managers, and the removal of Wendy Harkness as LLC Manager and Secretary, removal of Charles Noyes as LLC Manager and President, and removal of Kurt Schnaubelt as LLC Manager and CFO.

Due to the size of the transactions, the ABCC has reviewed and investigated the applications and found that the transaction is in compliance with M.G.L. Chapter 138. In addition to the LLA Form, please send the Application package and all other relative forms and documents back to the ABCC. **If you have any questions, you can call Investigator Brad Doyle at 617-727-3065, ext. 713.**

Enclosed please find the following documents relative to the transaction for your records:

1. Letter from Ralph Sacramone, Executive Director of the Alcohol Beverage Control Commission (the "ABCC").
2. Municipality Filing Fee.
3. DOR and DUA Certificates.

3. Monetary Transmittal Form.
4. Retail alcoholic beverages application – change of officers.
5. CORI Request Forms for the new officers.
6. Proof of US Citizenship for the new officers.
7. Exhibits.
8. Certificate of Authorization.
9. Certificate of Organization.

We would appreciate you putting this on your next available meeting schedule. We will call shortly hereafter to follow up to confirm you've received our application and see if you need us to attend the meeting, though we are anticipating from past experiences that many communities will not require it.

We look forward to speaking and working with you again. If you should have any questions with regard to this Application, please feel free to call my associate, Elizabeth Pisano, at (860) 712-2799, or email her at episano@ucdlaw.com.

Very truly yours,

Joseph H. Devlin

Joseph H. Devlin

ABCC APPLICATION



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, Boston, MA 02114
www.mass.gov/abcc

APPLICATION FOR AMENDMENT-Change of Officers, Stock or Ownership Interest

☒ **Change of Officers/ Directors/LLC Managers** ☐ **Change of Stock Interest**

- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Officer/Directors Application
- CORI Authorization
- Vote of the Entity
- 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

(e.g. New Stockholders or Transfer or Issuance of Stock)

- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Stock Application
- CORI Authorization
- Financial Statement
- Vote of the Entity
- Purchase & Sale Agreement
- Supporting Financial Records
- Advertisement (New Stockholder Only)*
- 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

☐ **Change of Ownership Interest**

(e.g. LLC Members, LLP Partners, Trustees etc.)

- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Stock Application
- CORI Authorization
- Financial Statement
- Vote of the Entity
- Purchase & Sale Agreement
- Supporting Financial Records
- Advertisement (New Stockholder Only)*
- 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

☐ **Non-Profit Club Change of Officers/ Directors**

- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Officer/Directors Application
- Vote of the club signed by an approved officer
- Business Structure Documents -**Articles of Organization** from the Secretary of the Commonwealth

☐ **Management Agreement**

- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Management Agreement
- Vote of Entity

**If abutter notification and advertisement is required for transaction, please see the local licensing authority.*

1. BUSINESS ENTITY INFORMATION

Entity Name

99 West, LLC

Municipality

Mashpee

ABCC License Number

00046-RS-0670

Please provide a narrative overview of the transaction(s) being applied for. Attach additional pages, if necessary.

Wendy Harkness, Charles Noyes and Kurt Schnaubelt have left the company and are being removed as LLC Managers. Clint Lautenschlegar, Marjorie Nemzura, Phillip Purcell, Mark Spurgin, and Kara Jacobs are being added as new LLC Managers.

APPLICATION CONTACT

The application contact is the person who should be contacted with any questions regarding this application.

Name

Title

Email

Phone

Joseph H. Devlin

Attorney

jdevlin@ucdlaw.com

617-514-2828

APPLICATION FOR AMENDMENT-Change of Officers, Stock or Ownership Interest

2. 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
W. Craig Barber			

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
LLC Manager, CEO, President	0%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Mark Spurgin	TN 37205		

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
LLC Manager	0%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Clinton Lautenschlegar	TN 37130		

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
LLC Manager	0%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Marjorie Nemzura	iver Forest, IL 60305		

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
LLC Manager, Secretary	0%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Phillip Purcell	hshville, TN 37214		

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
LLC Manager, Secretary	0%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Kara Jacobs	204		

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
LLC Manager	0%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" 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

ADDENDUM A

6. Change of Officers, Stock or Ownership Interest (Continued...)

List all proposed 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.).

Entity Name

99 Restaurants, LLC

Percentage of Ownership in Entity being Licensed
(Write "NA" if this is the entity being licensed)

100%

Name of Principal

Craig Barber

Residential Address

hville, TN 37215

SSN

DOB

Title and or Position

LLC Manager

Percentage of Ownership Director

0%

☐ Yes ☒ No

US Citizen

☒ Yes ☐ No

MA Resident

☐ Yes ☒ No

Name of Principal

Mark Spurgin

Residential Address

ashville, TN 37205

SSN

DOB

Title and or Position

LLC Manager

Percentage of Ownership Director

0%

☐ Yes ☒ No

US Citizen

☒ Yes ☐ No

MA Resident

☐ Yes ☒ No

Name of Principal

Marjorie Nemzura

Residential Address

er Forest, IL 60305

SSN

DOB

Title and or Position

LLC Manager

Percentage of Ownership Director

0%

☐ Yes ☒ No

US Citizen

☒ Yes ☐ No

MA Resident

☐ Yes ☒ No

Name of Principal

Phillip Purcell

Residential Address

ville, TN 37214

SSN

DOB

Title and or Position

LLC Manager

Percentage of Ownership Director

0%

☐ Yes ☒ No

US Citizen

☒ Yes ☐ No

MA Resident

☐ Yes ☒ No

Name of Principal

Clinton Lautenschleger

Residential Address

.boro, TN 37130

SSN

DOB

Title and or Position

LLC Manager

Percentage of Ownership Director

0%

☐ Yes ☒ No

US Citizen

☒ Yes ☐ No

MA Resident

☐ Yes ☒ No

Name of Principal

99 Restaurants Holdings, LLC

Residential Address

SSN

DOB

Title and or Position

LLC Member

Percentage of Ownership Director

100%

☐ Yes ☒ No

US Citizen

☒ Yes ☐ No

MA Resident

☐ Yes ☒ No

Name of Principal

Kara Jacobs

Residential Address

ashville, TN 37204

SSN

DOB

Title and or Position

LLC Manager

Percentage of Ownership Director

0%

☐ Yes ☒ No

US Citizen

☒ Yes ☐ No

MA Resident

☐ Yes ☒ No

CRIMINAL HISTORY

Has any individual identified above 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

ADDENDUM A

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST (Continued...)

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.).

Entity Name

ABRH, LLC

Percentage of Ownership in Entity being Licensed
(Write "NA" if this is the entity being licensed)

0%

Name of Principal

Fidelity Newport Holdings

Residential Address

1209 Orange Street, Wilmington, DE

SSN

DOB

Title and or Position

Member

Percentage of Ownership

100%

Director/ LLC Manager US Citizen

☐ Yes ☒ No

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager US Citizen

☐ Yes ☐ No

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager US Citizen

☐ Yes ☐ No

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager US Citizen

☐ Yes ☐ No

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager US Citizen

☐ Yes ☐ No

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager US Citizen

☐ Yes ☐ No

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager US Citizen

☐ Yes ☐ No

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

CRIMINAL HISTORY

Has any individual identified above 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

ADDENDUM A

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST (Continued...)

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.).

Entity Name

Percentage of Ownership in Entity being Licensed
(Write "NA" if this is the entity being licensed)

Newport Fidelity Holdings, LLC

0%

Name of Principal

Cannae Holdings, Inc.

Residential Address

publicly traded corp

SSN

DOB

Title and or Position

Member

Percentage of Ownership

88.6%

Director/ LLC Manager US Citizen

☐ Yes ☒ No

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Newport Global Opp. Fund

Residential Address

SSN

DOB

Title and or Position

Member

Percentage of Ownership

9.9%

Director/ LLC Manager US Citizen

☐ Yes ☒ No

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Individuals & entities

Residential Address

SSN

DOB

Title and or Position

Member

Percentage of Ownership

1.5%

Director/ LLC Manager US Citizen

☐ Yes ☒ No

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager US Citizen

☐ Yes ☐ No

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager US Citizen

☐ Yes ☐ No

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager US Citizen

☐ Yes ☐ No

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager US Citizen

☐ Yes ☐ No

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

CRIMINAL HISTORY

Has any individual identified above 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

APPLICATION FOR AMENDMENT-Change of Officers, Stock or Ownership Interest

3. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

List the individuals and entities of the current ownership. Attach additional pages if necessary utilizing the format below.

Name of Principal	Title/Position	Percentage of Ownership
Charles O. Noyes	LLC Manager, President	0%
Name of Principal	Title/Position	Percentage of Ownership
Kurt Schnaubelt	LLC Manager, CFO	0%
Name of Principal	Title/Position	Percentage of Ownership
Wendy Harkness	LLC Manager, CAO, Secretary	0%
Name of Principal	Title/Position	Percentage of Ownership
W. Craig Barber	LLC Manager, CEO	0%
Name of Principal	Title/Position	Percentage of Ownership
99 Restaurants of Massachusetts, LLC	LLC Member	100%
Name of Principal	Title/Position	Percentage of Ownership

4. 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
See Exhibit A			

5. 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
See Exhibit B			

6 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
	See Exhibit C		

7. FINANCIAL DISCLOSURE

Associated Cost(s):

\$0.00

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.

Officer change. No associated costs.

CORPORATE VOTE

CORPORATE VOTE

The Board of Directors or LLC Managers of

99 West, LLC

Entity Name

duly voted to apply to the Licensing Authority of

Washpee

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

7/14/2022

Date of Meeting

For the following transactions (Check all that apply):

☒ Change of Officers/Directors/LLC Manager

☐ Change of Ownership Interest (LLC Members, LLP Partners, Trustees)

☐ Issuance/Transfer of Stock/New Stockholder

☐ Management/Operating Agreement

☐ Other

"VOTED: To authorize

Phillip Purcell


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."

A true copy attest,

For Corporations ONLY

A true copy attest,



Corporate Officer /LLC Manager Signature

Corporation Clerk's Signature

APPLICANT'S STATEMENT

I, Phillip A Purcell the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP manager
Authorized Signatory

of 99 West, LLC
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:

Phillip A Purcell

Date: 07-26-2022

Title:

VP & Assistant Secretary

Massachusetts Alcoholic Beverages Control Commission - State

Phone (617) 727-3040

95 Fourth Street, Chelsea, Massachusetts 02150

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 #: 41c1c20d-e4a0-4174-b433-15d6af250f88**

Description	Applicant, License or Registration Number	Amount
SPECIAL PERMIT	The Ninety-Nine	\$12,800.00
		\$12,800.00

Date Paid: 9/21/2021 1:36:09 PM EDT

Total Convenience Fee: \$300.80

Total Amount Paid: \$13,100.80

Payment On Behalf Of

License Number or Business Name:

The Ninety-Nine

License Type:

SPECIAL PERMIT

Billing Information

First Name:

John

Last Name:

Connell

Address:**City:**

Boston

State:

MA

Zip Code:

02109

Email Address:[Print Receipt](#)[Make Another Payment](#)

powered by nCourt



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street Boston, MA 02114
www.mass.gov/abcc

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM**

APPLICATION FOR AMENDMENT-Change of Officers, Stock or Ownership Interest

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

ECRT CODE: RETA

Please make \$200.00 payment here: <https://www.paybill.com/mass/abcc/retail/>
PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL

EPAY CONFIRMATION NUMBER

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME 99 West, LLC

ADDRESS 8 Ryan's Way

CITY/TOWN Mashpee

STATE MA

ZIP CODE 02649

For the following transactions (Check all that apply):

- | | | | |
|---|---|---|---|
| <input 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 checked="" 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="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
239 CAUSEWAY STREET
BOSTON, MA 02241-3396

DUA / DOR CERTIFICATES OF GOOD STANDING



Commonwealth of Massachusetts
Department of Revenue
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L1303923648
Notice Date: August 30, 2022
Case ID: 0-001-703-646



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



99 WEST LLC
3038 SIDCO DR
NASHVILLE TN 37204-4506

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, 99 WEST LLC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

Visit us online!

Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief
Collections Bureau



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE

Charles D. Baker
GOVERNOR

Karyn E. Polito
LT. GOVERNOR



402331354

Rosalin Acosta
SECRETARY

Connie C. Carter
DIRECTOR

Restaurant Growth Services LLC
3038 SIDCO DRIVE
NASHVILLE, TN 37204

EAN: 21983661
August 30, 2022

Certificate Id:62278

The Department of Unemployment Assistance certifies that as of 8/30/2022 ,Restaurant Growth Services LLC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires in 30 days from the date of issuance.

Connie C. Carter, Director

Department of Unemployment Assistance



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

STEVEN GROSSMAN
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

KIM S. GAINSBORO, ESQ.
CHAIRMAN

The Alcoholic Beverages Control Commission has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information. 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: (IF EXISTING LICENSEE)	LICENSEE NAME:	CITY/TOWN:
	99 West, LLC	

APPLICANT INFORMATION

LAST NAME:	Jacobs	FIRST NAME:	Kara	MIDDLE NAME:				
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	Nashville, TN					
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):				
MOTHER'S MAIDEN NAME:	Ballard	DRIVER'S LICENSE #:		STATE LIC. ISSUED:	Tennessee			
GENDER:	FEMALE	HEIGHT:	5	8	WEIGHT:	160	EYE COLOR:	Gray
CURRENT ADDRESS:								
CITY/TOWN:	Nashville	STATE:	TN	ZIP:	37204			
FORMER ADDRESS:								
CITY/TOWN:	South Nashville	STATE:	TN	ZIP:	37204			

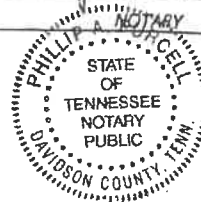
PRINT AND SIGN

PRINTED NAME:	Kara Jacobs	APPLICANT/EMPLOYEE SIGNATURE:	<i>Kara Jacobs</i>
---------------	-------------	-------------------------------	--------------------

NOTARY INFORMATION

On this 11-10-2022 before me, the undersigned notary public, personally appeared Kara Jacobs
(name of document signer), proved to me through satisfactory evidence of identification, which were Personal Knowledge
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.

Phillip A. Purcell



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 Identify 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.



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

STEVEN GROSSMAN
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

KIM S. GAINSBORO, ESQ.
CHAIRMAN

The Alcoholic Beverages Control Commission has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record information. 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: (OF EXISTING LICENSES)	LICENSEE NAME: 99 West, LLC	CITY/TOWN:
--	-----------------------------	------------

APPLICANT INFORMATION

LAST NAME: Spurgin	FIRST NAME: Jim	MIDDLE NAME: Mark
MAIDEN NAME OR ALIAS (IF APPLICABLE):	PLACE OF BIRTH: Dallas, TX	
DATE OF BIRTH:	SSN:	ID THEFT INDEX PIN (IF APPLICABLE):
MOTHER'S MAIDEN NAME: Chelsher	DRIVER'S LICENSE #:	STATE LIC. ISSUED: Tennessee
GENDER: MALE	HEIGHT: 5 10	WEIGHT: 190
	EYE COLOR: Brown	
CURRENT ADDRESS:		
CITY/TOWN: Nashville	STATE: TN	ZIP: 37205
FORMER ADDRESS:		
CITY/TOWN: Longboat Key	STATE: FL	ZIP: 34228

PRINT AND SIGN

PRINTED NAME: Jim Spurgin	APPLICANT/EMPLOYEE SIGNATURE:
---------------------------	-------------------------------

NOTARY INFORMATION

On this 6-22-2022 before me, the undersigned notary public, personally appeared Jim Spurgin
(name of document signer), proved to me through satisfactory evidence of identification, which were Personal Knowledge
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 DCI Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identify Theft PIN Number by the DCI. 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 DCI via mail or by fax to (617) 650-4634.



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

STEVEN GROSSMAN
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

KIM S. GAINSBORO, ESQ.
CHAIRMAN

The Alcoholic Beverages Control Commission has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information. 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 LICENSE)</small>	LICENSEE NAME: 99 West, LLC	CITY/TOWN:
--	-----------------------------	------------

APPLICANT INFORMATION

LAST NAME: Lautenschleger	FIRST NAME: Clinton	MIDDLE NAME: Russell
MAIDEN NAME OR ALIAS (IF APPLICABLE):	PLACE OF BIRTH: Columbus, OH	
DATE OF BIRTH:	SSN:	ID THEFT INDEX PIN (IF APPLICABLE):
MOTHER'S MAIDEN NAME: Rauschenbach	DRIVER'S LICENSE #:	STATE LIC. ISSUED: Tennessee
GENDER: MALE	HEIGHT: 5 7	WEIGHT: 155
		EYE COLOR: Blue
CURRENT ADDRESS:		
CITY/TOWN: Murfreesboro	STATE: TN	ZIP: 37130
FORMER ADDRESS:		
CITY/TOWN: Commerce City	STATE: CO	ZIP: 80022

PRINT AND SIGN

PRINTED NAME: Clinton R. Lautenschleger	APPLICANT/EMPLOYEE SIGNATURE:
---	-------------------------------

NOTARY INFORMATION

On this 6-27-2022 before me, the undersigned notary public, personally appeared Clinton R. Lautenschleger
(name of document signer), proved to me through satisfactory evidence of identification, which were Personal Knowledge
to be the person whose name is signed on the preceding or attached documents, 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 DCI Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identify Theft PIN Number by the DCI. 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 DCI via mail or by fax to (617) 660-4614.



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

STEVEN GROSSMAN
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

KIM S. GAINSBORO, ESQ.
CHAIRMAN

The Alcoholic Beverages Control Commission has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information. 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>(OF EXISTING LICENSE)</small>	LICENSEE NAME: 99 West, LLC	CITY/TOWN:
--	-----------------------------	------------

APPLICANT INFORMATION

LAST NAME: Nemzura	FIRST NAME: Marjorie	MIDDLE NAME: Rose
MAIDEN NAME OR ALIAS (IF APPLICABLE):	PLACE OF BIRTH: Chicago, IL	
DATE OF BIRTH:	SSN:	ID THEFT INDEX PIN (IF APPLICABLE):
MOTHER'S MAIDEN NAME: Pollak	DRIVER'S LICENSE #:	STATE LIC. ISSUED: Illinois
GENDER: FEMALE	HEIGHT: 5 5	WEIGHT: 120
	EYE COLOR: Green	
CURRENT ADDRESS:		
CITY/TOWN: River Forest	STATE: IL	ZIP: 60305
FORMER ADDRESS:		
CITY/TOWN: River Forest	STATE: IL	ZIP: 60305

PRINT AND SIGN

PRINTED NAME: Marjorie Nemzura	APPLICANT/EMPLOYEE SIGNATURE: <i>Marjorie Nemzura</i>
--------------------------------	---

NOTARY INFORMATION

On this June 27, 2022 before me, the undersigned notary public, personally appeared Marjorie Nemzura
(name of document signer), proved to me through satisfactory evidence of identification, which were driver's license
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.

Michelle R. Cotton
NOTARY

DIVISION USE ONLY

REQUESTED BY:	SIGNATURE OF COM-AUTHORIZED EMPLOYEE
---------------	--------------------------------------

The DCI Identity Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCI. 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 DCI via mail or by fax to (517) 860-4514.





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

STEVEN GROSSMAN
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

KIM S. GAINSBORO, ESQ.
CHAIRMAN

The Alcoholic Beverages Control Commission has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information. 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>(OF EXISTING LICENSE)</small>	LICENSEE NAME:	CITY/TOWN:
	99 West, LLC	

APPLICANT INFORMATION

LAST NAME:	Purcell	FIRST NAME:	Phillip	MIDDLE NAME:	Anthony			
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	Nashville, TN					
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):				
MOTHER'S MAIDEN NAME:	Catherine Louise Barrett	DRIVER'S LICENSE #:		STATE LIC. ISSUED:	Tennessee			
GENDER:	MALE	HEIGHT:	5	8	WEIGHT:	280	EYE COLOR:	Blue
CURRENT ADDRESS:								
CITY/TOWN:	Nashville	STATE:	TN	ZIP:	37214			
FORMER ADDRESS:								
CITY/TOWN:	Franklin	STATE:	TN	ZIP:	37069			

PRINT AND SIGN

PRINTED NAME:	APPLICANT/EMPLOYEE SIGNATURE:
Phillip Purcell	<i>Phillip A Purcell</i>

NOTARY INFORMATION

On this	June 27, 2022	before me, the undersigned notary public, personally appeared	Phillip Purcell
(name of document signer), proved to me through satisfactory evidence of identification, which were		Personal Knowledge	
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.			
		<i>Sandra D. Hudgens</i>	
		NOTARY	

Expire May 9, 2023



DIVISION USE ONLY

REQUESTED BY:	SIGNATURE OF CORI-AUTHORIZED EMPLOYEE

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

EXHIBITS

LIST OF EXHIBITS

Change of Officer Application Relative to the Massachusetts Ninety-Nine Restaurant Locations.

Exhibit A -

- A-1 Structure Chart of 99 West, LLC
- A-2 Certificate of Formation 99 West, LLC
- A-3 Certificate of Formation 99 Restaurants, LLC
- A-4 Certificate of Formation ABRH, LLC
- A-5 Certificate of Formation of Fidelity Newport Holdings, LLC
- A-6 Certificate of Formation of Cannae Holdings, LLC
- A-7 10K of Cannae Holdings, Inc. (publicly traded)

Exhibit B - LICENSES IN WHICH APPLICANT HAS AN INTEREST

Exhibit C - LICENSES IN WHICH APPLICANT PREVIOUSLY HAD AN INTEREST

Exhibit D - SUSPENSIONS, REVOCATIONS OR CANCELLATIONS OF APPLICANT

EXHIBIT A

EXHIBIT A-1

STRUCTURE CHART

All ownership is 100% unless noted otherwise

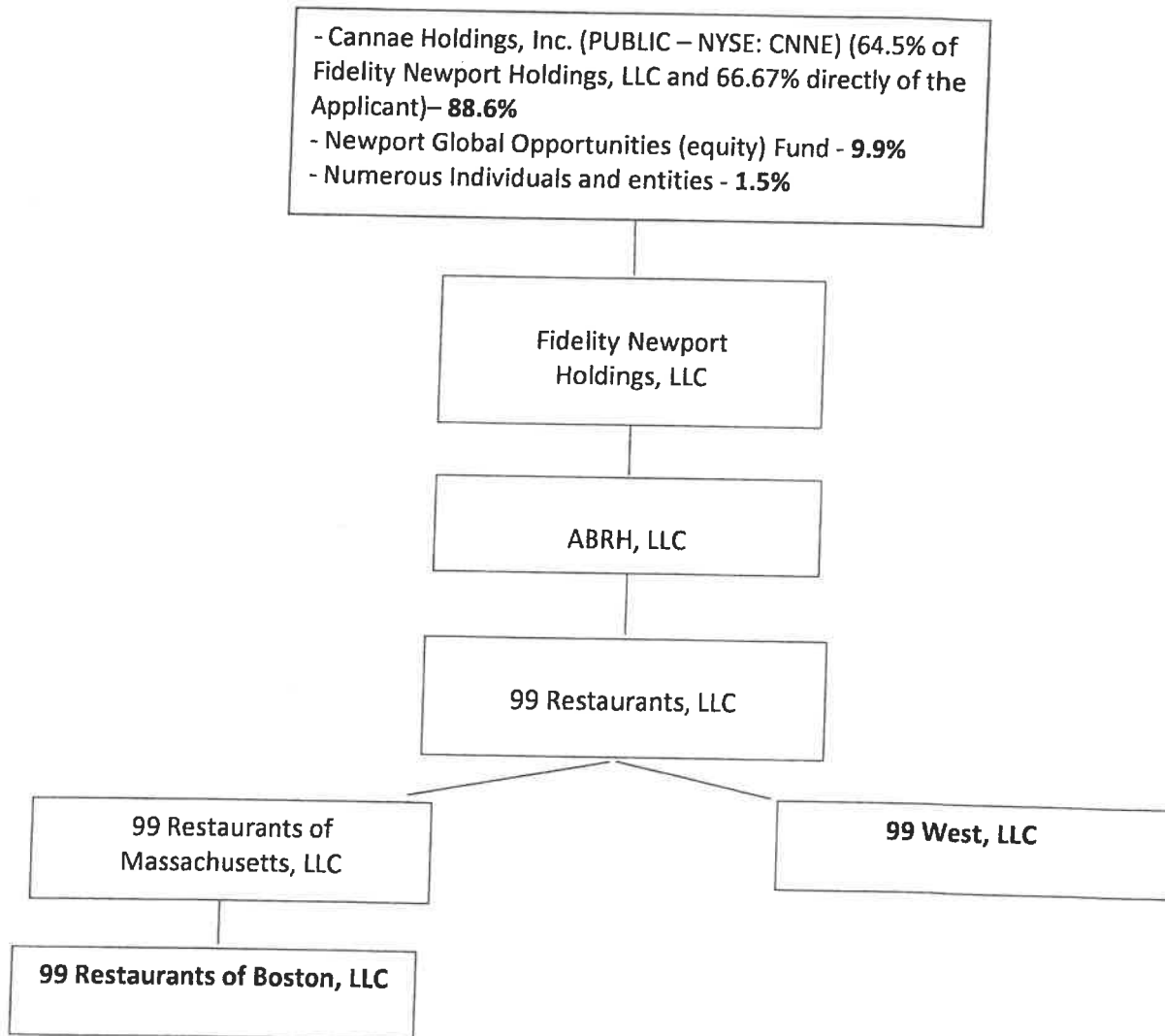


EXHIBIT A-2

Corporations Division

Business Entity Summary

ID Number: 001078563

Request certificate

New search

Summary for: 99 WEST, LLC

The exact name of the Domestic Limited Liability Company (LLC): 99 WEST, LLC

Converted from 99 WEST, INC. on 05-10-2012

Entity type: Domestic Limited Liability Company (LLC)

Identification Number: 001078563

Old ID Number:

Date of Organization in Massachusetts:
05-10-2012

Last date certain:

The location or address where the records are maintained (A PO box is not a valid location or address):

Address: 14A GILL STREET

City or town, State, Zip code, WOBURN, MA 01801 USA
Country:

The name and address of the Resident Agent:

Name: C T CORPORATION SYSTEM

Address: 155 FEDERAL ST., SUITE 700

City or town, State, Zip code, BOSTON, MA 02110 USA
Country:

The name and business address of each Manager:

Title	Individual name	Address
MANAGER	MARK SPURGIN	3038 SIDCO DRIVE NASHVILLE, TN 37204 USA
MANAGER	W. CRAIG BARBER	3038 SIDCO DR. NASHVILLE, TN 37204 USA
MANAGER	MARJORIE NEMZURA	3038 SIDCO DRIVE NASHVILLE, TN 37204 US
MANAGER	CLINT LAUTENSCHLEGER	3038 SIDCO DRIVE NASHVILLE, TN 32704 USA
MANAGER	KARA JACOBS	3038 SIDCO DRIVE NASHVILLE, TN 32704 USA
MANAGER	PHILLIP PURCELL	3038 SIDCO DRIVE NASHVILLE, TN 37204 USA

In addition to the manager(s), the name and business address of the person(s) authorized to execute documents to be filed with the Corporations Division:

Title	Individual name	Address
SOC SIGNATORY	PHILLIP PURCELL	3038 SIDCO DRIVE NASHVILLE, TN 37204 USA

The name and business address of the person(s) authorized to execute, acknowledge, deliver, and record any recordable instrument purporting to affect an interest in real property:

Title	Individual name	Address
REAL PROPERTY	PHILLIP PURCELL	3038 SIDCO DRIVE NASHVILLE, TN 37204 USA

**Consent Confidential Merger
Data Allowed Manufacturing**

View filings for this business entity:

ALL FILINGS
Annual Report
Annual Report - Professional
Articles of Entity Conversion
Certificate of Amendment

[View filings](#)

Comments or notes associated with this business entity:

[New search](#)

EXHIBIT A-3

Corporations Division

Business Entity Summary

ID Number: 820573653

Request certificate

New search

Summary for: 99 RESTAURANTS, LLC

The exact name of the Foreign Limited Liability Company (LLC): 99 RESTAURANTS, LLC

Entity type: Foreign Limited Liability Company (LLC)

Identification Number: 820573653

Old ID Number: 000829403

Date of Registration in Massachusetts:
11-19-2002

Last date certain:

Organized under the laws of: State: DE Country: USA on: 11-14-2002

The location of the Principal Office:

Address: 3038 SIDCO DR. C/O 99 RESTAURANTS OF BOSTON, LLC
 City or town, State, Zip code, NASHVILLE, TN 37204 USA
 Country:

The location of the Massachusetts office, if any:

Address: 14 GILL ST.
 City or town, State, Zip code, WOBURN, MA 01801 USA
 Country:

The name and address of the Resident Agent:

Name: C T CORPORATION SYSTEM
 Address: 155 FEDERAL STREET STE 700
 City or town, State, Zip code, BOSTON, MA 02110 USA
 Country:

The name and business address of each Manager:

Title	Individual name	Address
MANAGER	W. CRAIG BARBER	3038 SIDCO DR. NASHVILLE, TN 37204 USA
MANAGER	CLINT LAUTENSCHLEGER	3038 SIDCO DR. NASHVILLE, TN 37204 USA
MANAGER	MARJORIE NEMZURA	3038 SIDCO DR. NASHVILLE, TN 37204 USA
MANAGER	PHILLIP PURCELL	3038 SIDCO DR. NASHVILLE, TN 37204 USA
MANAGER	MARK SPURGIN	3038 SIDCO DR. NASHVILLE, TN 37204 USA
MANAGER	KARA JACOBS	3038 SIDCO DR. NASHVILLE, TN 37204 USA

The name and business address of the person(s) authorized to execute, acknowledge, deliver, and record any recordable instrument purporting to affect an interest in real property:

Title	Individual name	Address
REAL PROPERTY	PHILLIP PURCELL	3038 SIDCO DR. NASHVILLE, TN 37204 USA

Consent	Confidential Data	Merger Allowed	Manufacturing
View filings for this business entity:			
<div>ALL FILINGS</div> <div>Annual Report</div> <div>Annual Report - Professional</div> <div>Application For Registration</div> <div>Certificate of Amendment</div> <div></div>			
<div>View filings</div>			
Comments or notes associated with this business entity:			
<div></div>			
<div>New search</div>			

EXHIBIT A-4



State of Delaware

SECRETARY OF STATE
DIVISION OF CORPORATIONS
P.O. BOX 888
DOVER, DELAWARE 19903

120368060

9358253

03-29-2012

FIDELITY NATIONAL
171 N. CLARK STREET
2ND FLOOR
CHICAGO

IL 60601-3294

ATTN: MARJORIE NEMZURA X

DESCRIPTION	AMOUNT
ABRH, LLC	
5131998 0102Y Register L.L.C.	
Formation Fee	70.00
Court Municipality Fee, Wilm.	20.00
Expedite Fee, 24 Hour	50.00
FILING TOTAL	140.00
TOTAL PAYMENTS	140.00
SERVICE REQUEST BALANCE	.00

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:02 PM 03/26/2012
FILED 06:02 PM 03/26/2012
SRV 120358060 - 5131998 FILE

STATE of DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE of FORMATION

First: The name of the limited liability company is ABRH, LLC

Second: The address of its registered office in the State of Delaware is _____
1209 Orange Street in the City of Wilmington
Zip code 19801. The name of its Registered agent at such address is:
The Corporation Trust Company

Third: (Use this paragraph only if the company is to have a specific effective date of dissolution: "The latest date on which the limited liability company is to dissolve is _____.")

Fourth: (Insert any other matters the members determine to include herein.)

In Witness Whereof, the undersigned have executed this Certificate of Formation this

28th day of March, 2012.

By: Moodie Parter
Authorized Person (s)

Name: Goodloe Parter

EXHIBIT A-5

Delaware

PAGE 1

The First State


I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "FIDELITY NEWPORT HOLDINGS, LLC", FILED IN THIS OFFICE ON THE SEVENTEENTH DAY OF MARCH, A.D. 2009, AT 3:23 O'CLOCK P.M.

4666288 8100

090275355

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7192038

DATE: 03-17-09

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:28 PM 03/17/2009
FILED 03:23 PM 03/17/2009
SRV 090275355 - 4666288 FILE

CERTIFICATE OF FORMATION
OF
FIDELITY NEWPORT HOLDINGS, LLC
(a Delaware limited liability company)

FIRST: The name of the limited liability company is:

FIDELITY NEWPORT HOLDINGS, LLC

SECOND: The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801, and its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned authorized person has executed this
Certificate of Formation of Fidelity Newport Holdings, LLC as of March 17, 2009.

/s/ Joseph J. Farricielli
Joseph J. Farricielli
Authorized Person

EXHIBIT A-6



State of Delaware

SECRETARY OF STATE
DIVISION OF CORPORATIONS
P.O. BOX 898
DOVER, DELAWARE 19903

9455163

MICHAEL L. GRAVELLE

1701 VILLAGE CENTER CIRCLE

LAS VEGAS, NV 89134

11-20-2017

DESCRIPTION	AMOUNT
4210527 - CANNAE HOLDINGS, LLC 0240Y Amendment Name	
Amendment Fee	\$180.00
Court Municipality Fee, Wilm.	\$20.00
Expedite Fee, 24 Hour	\$100.00
TOTAL CHARGES	\$300.00
TOTAL PAYMENTS	\$300.00
BALANCE	\$0.00

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:17 PM 11/20/2017
FILED 12:17 PM 11/20/2017
SR 20177169784 - File Number 4210527

**STATE OF DELAWARE
CERTIFICATE OF AMENDMENT**

1. Name of Limited Liability Company: Fidelity National Financial Ventures, LLC
2. The Certificate of Formation of the limited liability company is hereby amended as follows:

Delete Paragraph First and replace it as follows:

First: The name of the limited liability company is
Cannae Holdings, LLC

IN WITNESS WHEREOF, the undersigned have executed this Certificate on
the 17th day of November, A.D. 2017.

By: 

Authorized Person(s)

Name: Michael L. Gravelle

Print or Type

Cannae Holdings, Inc.

1701 Village Center Circle, Las Vegas NV 89134

CONSENT TO USE OF NAME

To: Secretary of State of the State of Delaware

Cannae Holdings, Inc. hereby consents to the use of the name:

Cannae Holdings, LLC

in connection with the filing by Fidelity National Financial Ventures, LLC of a certificate of amendment with the Delaware Secretary of State.

Cannae Holdings, Inc. and Cannae Holdings LLC are affiliated entities.

Cannae Holdings, Inc.

By: 

Michael L. Gravelle
Executive Vice President, General Counsel
and Corporate Secretary

Dated this November 17, 2017

EXHIBIT A-7

UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
Form 10-K

(Mark One)

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the Fiscal Year Ended December 31, 2020
or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

Commission File No. 1-38300

CANNAE HOLDINGS, INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation or organization)

82-1273460

(I.R.S. Employer Identification No.)

1701 Village Center Circle, Las Vegas, Nevada 89134

(Address of principal executive offices) (zip code)

(702) 323-7330

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of Each Class</u>	<u>Trading Symbol</u>	<u>Name of Each Exchange on Which Registered</u>
Cannae Common Stock, \$0.0001 par value	CNNE	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☒ Accelerated filer ☐ Non-accelerated filer ☐ Smaller reporting company ☐ Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☒

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

The aggregate market value of the shares of Cannae Common Stock held by non-affiliates of the registrant as of June 30, 2020, was \$3,536,132,331 based on the closing price of \$41.10 as reported by the New York Stock Exchange.

As of January 31, 2021 there were 91,651,257 shares of Cannae common stock outstanding.

The information in Part III hereof for the fiscal year ended December 31, 2020, will be filed within 120 days after the close of the fiscal year that is the subject of this Report.

EXHIBIT B

EXHIBIT B

LICENSES IN WHICH THE APPLICANT HAS AN INTEREST

Cannae Holdings, Inc. is a publicly traded company with diversified restaurant holdings in several states. Other companies within the ownership chain of the applicant LLC may also hold licenses within the United States. This corporate structure owns the Ninety-Nine restaurant chain, through the applicant LLC and 99 Restaurants of Boston, LLC. For Massachusetts licenses, see the below list:

99 WEST, LLC (22)

1. Carriagetown Marketplace – 100 Macy Street, Unit 1
Amesbury, MA 01913
2. 2 Washington Street
Attleborough, MA 02703
3. 362 Turnpike St.
Canton, MA 02021
4. 60 Commonwealth Ave.
Danvers, MA 01923
5. 390 North Main Street
E. Longmeadow, MA 01028
6. 203 Plymouth Ave.
Fall River, MA 02721
7. 275 Summer Street
Fitchburg, MA 01420
8. Timpany Crossroads, Timpany Boulevard
Gardner, MA 01440
9. 255 Washington Street
Hudson, MA 01749
10. 8 Ryan's Way
Mashpee, MA 02649
11. 196B East Main Street
Milford, MA 01757

12. 1510 So. Washington St.
North Attleborough, MA 02760
13. 121 VFW Parkway, Rt. 1A
Revere, MA 02151
14. 15 Bridge Street
Salem, MA 01970
15. 158 Dean Street
Taunton, MA 02780
16. 55 Boston Providence Tpk.
Walpole, MA 02032
17. 110 South Street
Waltham, MA 02453
18. 40 Rosebrook Place
Wareham, MA 02571
19. 1094 Main Street
Weymouth, MA 02190
20. 291 Mishawum Road
Woburn, MA 01801
21. 50 Southwest Cutoff Road
Worcester, MA 01604
22. 14 Berry Avenue
Yarmouth, MA 02673

99 RESTAURANTS OF BOSTON, LLC (39)

1. 464 Lowell Street, Rt. 13
Andover, MA 01810
2. 793 Southbridge Street
Auburn, MA 01501
3. 160 Lexington Road
Billerica, MA 01821

4. 672 Boston Road, 3A
Billerica, MA 01821
5. 250B Granite Street
Braintree, MA 02184
6. 233 Broad Street
Bridgewater, MA 02324
7. 1600 Falmouth Road
Barnstable (Centerville), MA 02632
8. 29-31 Austin Street
Boston, (Charlestown), MA 02129
9. 555 Memorial Drive
Chicopee, MA 01020
10. 161 Faunce Corner Road
Dartmouth, MA 02747
11. 99 Belmont Street
Easton, MA 02375
12. 24 Sconticut Commons
Fairhaven, MA 02719
13. 30 Davis Straits
Falmouth, MA 02540
14. 4 Fisher Street
Foxborough, MA 02035
15. 659 Worcester Road
Framingham, MA 01701
16. 847 West Central St.
Franklin, MA 02038
17. 17 Colrain Road
Greenfield, MA 01301
18. 786 River Street, Rt. 110
Haverhill, MA 01832
19. 428 Lincoln Street, Rt. 3A

Hingham, MA 02043

20. 50 Holyoke Street
Holyoke, MA 01040

21. 850 Chelmsford Street
Lowell, MA 01851

22. 317 Salem Street
Lynnfield, MA 01940

23. 32 Boston Post Road West
Marlborough, MA 01752

24. 267 Chickering Rd., Rt. 1 N.
No. Andover, MA 01845

25. 166 Church Street
Pembroke, MA 02359

26. 609 Merrill Road
Pittsfield, MA 01201

27. 19 Home Depot Drive
Plymouth, MA 02360

28. 59 Newport Avenue
Quincy, MA 02171

29. 29 Accord Park Dr., Rt. 228
Rockland, MA 02370

30. 20 Cummings Street
Somerville, MA 02145

31. 1371 Liberty Street
Springfield, MA 01104

32. 10 Main St.
Stoneham, MA 02180

33. 401 Main Street
Tewksbury, MA 01876

34. 342 E Main St

Westfield, MA 01085

35. 333 Littleton Road
Westford, MA 01886

36. 1053 Riverdale Center
W. Springfield, MA 01089

37. 144 Lowell Street
Wilmington, MA 01887

38. 194 Cambridge Road 4C
Woburn, MA 01801

39. 900 W Boylston St
Worcester, MA 01606

EXHIBIT C

EXHIBIT C

LICENSES IN WHICH THE APPLICANT PREVIOUSLY HAD AN INTEREST

Cannae Holdings, Inc. is a large, publicly traded company with diversified restaurant holdings in several states. Other companies within the ownership chain of the applicant LLC may also hold licenses within the United States. This corporate structure owns the Ninety-Nine restaurant chain, through the applicant LLC and 99 Restaurants of Boston, LLC. The applicant does not keep a list of previously held licenses.

EXHIBIT D

EXHIBIT D

SUSPENSIONS, REVOCATIONS OR CANCELLATIONS OF APPLICANT RESTAURANTS IN MASSACHUSETTS

For the 99 Restaurants, see attached list. Cannae Holdings, Inc. is a large, publicly traded company with diversified restaurant holdings in several states. Other companies within the ownership chain of the applicant LLC may also hold licenses within the United States. This corporate structure also owns the Ninety-Nine restaurant chain, through the applicant LLC and 99 Restaurants of Boston, LLC. A comprehensive list of violations is not kept, but to the best of its knowledge, none of these companies have had a revocation or cancellation of a license, but they may over their history have had a license suspended for a minor violation.

Store #	Issuing Authority	Incident Date	Description	Violation Type	Fine	Suspension	Disposition
30034	Commonwealth of MA ABC Commission	5-Dec-93	Sales to Minor	SALE TO MINOR	\$1,374.00		Fined
30034	Commonwealth of MA ABC Commission	5-Dec-93	Permitting a lottery to be set up, Donations of Alcoholic beverages by licensees for the purpose of having the same as prizes in a game of chance	EMPLOYEE PERMIT	\$1,374.00		Fined
20036	MA ABCC	20-Jun-94	NOT IN FILE	OTHER	\$1,374.00		Fined
30028	Commonwealth of MA ABC Commission	28-Sep-94	sales to a minor	SALE TO MINOR	\$2,031.00		Fined
30034	Commonwealth of MA ABC Commission	28-Sep-94	Sales to Minor	SALE TO MINOR	\$1,914.00		Fined
20036	MA ABCC	1-Apr-96	\$2,811 in lieu of 3-day suspension	OTHER	\$2,811.00		Fined
30015		20-May-96	Sales to minor.	SALE TO MINOR	\$2,892.00		Fined
20036	MA ABCC	23-May-96	NOT IN FILE	OTHER	\$2,811.00		Fined

Store#	Issuing Authority	Incident Date	Description	Violation Type	Fine	Suspension	Disposition
20036	Commonwealth of MA ABC Commission	23-May-96	May 23, 1996 -Fine paid in lieu of suspension. Sales to a minor	SALE TO MINOR	\$2,811.00		FINED
20036	Commonwealth of MA ABC Commission	23-May-96	May 23, 1996 -Fine paid in lieu of suspension. Sales to a minor	SALE TO MINOR	\$2,811.00		FINED
30014	Commonwealth of MA ABC Commission	4-Nov-97	unlawful exosng and keeping alcoholic beverages for sale; sale of alchol to be drunk off the licensed premises; extension of licensed premises w/o approval	SALE TO MINOR	\$1,479.60		Fined
30064	Board of selectmen	24-May-03	Certification of TIPS training for all serving employees	OTHER	\$0.00		
30064	Town of Fairhaven MA Office of the Selectmen	23-Jun-03	sales to a minor	SALE TO MINOR		warning letter	
10089	State of NH Liquor Commission	24-Feb-05	minor sales	SALE TO MINOR	\$250.00		Fined
20039	Commonwealth of MA ABC Commission	9-Jun-05	Aug 19, 2005 Fine paid in lieu of suspension. Sales to a minor.	SALE TO MINOR	\$1,275.00		Fined
20039	Board of selectmen	9-Jun-05	Sale to minor	SALE TO MINOR	\$1,275.00		Fined

Store	Issuing Authority	Incident Date	Description	Violation Type	Fine	Suspension	Disposition
20039	Commonwealth of MA ABC Commission	Aug 19, 2005 9-Jun-05	Fine paid in lieu of suspension. Sales to a minor.	SALE TO MINOR	\$1,275.00	Fine Paid	
30032	Board of selectmen	18-Apr-06	sales to a minor	SALE TO MINOR		2 day suspension during renovation (time :)	2 days suspension
30032	Board of selectmen	18-Apr-06	Sales to a minor. Sold liquor to a minor (17) during a sting operation	SALE TO MINOR	\$0.00		
20107	NY ABC	9-Jun-06	minor sales	SALE TO MINOR	\$1,500.00		Fined
20107	NY ABC	9-Jun-06	Sale to minor	SALE TO MINOR	\$1,500.00	No suspension unless fine not paid by 9/22/2006--after which possibility of 5 days	Fined
20097	CT Liq. Div.	20-Jul-06	Emergency lights maintenance records and testing doc. Needed; CFSC 14.13.2; Fire extinguishers shall be inspected at approximately 30 day intervals. C	OTHER	\$0.00		
30029	Board of selectmen	15-Sep-06	sales to a minor	SALE TO MINOR			Fined
30029	Board of selectmen	15-Sep-06	Sale to minor	SALE TO MINOR	\$0.00		

Store#	Issuing Authority	Incident Date	Description	Violation Type	Fine	Suspension	Disposition
20107	Town of Gutherland Dept of Fire Prevention	20-Sep-06	extension cords, unapproved conditions, illumination emergency power	OTHER			
20015		13-Feb-07	Fire Alarm Annual Test-Keys required for knox box- Electric panels and clearance; flammable liquid stored near flame; accumulation of rubbish is a fire		\$0.00		
30093	Commonwealth of MA ABC Commission	5-Mar-08	minor sales	SALE TO MINOR		warning	fined
20115	CT Liquor Control	19-Apr-08	Sales to minor		\$2,000.00		fined
20039	MA ABCC	1-Aug-08	Minor Sales - beer	SALE TO MINOR	\$0.00		fined
20012	MA ABCC	31-Oct-08	Notice of Drinking Establishment Warning: DUJ offender listed this restaurant as the establishment that provided the alcoholic beverages	OTHER	\$0.00		
30020	MA ABC	3-Jan-09	Notice of Drinking Establishment- Citation# M7027985	OTHER	\$0.00; warning		Warning
30064	MA ABC	25-Mar-09	Notice of Drinking Establishment- Citation# M6784974	OTHER	\$0.00; warning		Warning

Store	Issuing Agency	Incident Date	Description	Violation Type	Fine	Suspension	Disposition
30063	TOWN OF BRIDGEWATER	19-Aug-10	SALES TO MINOR; PERMITTING AN ILLEGALITY ON PREMISES	SALE TO MINOR	\$0.00		
20104	State of Connecticut	28-Nov-10	2 counts of Minor Sales (1st Offense)	SALE TO MINOR	\$500.00	1 day suspension (10/17/11)	Fined and one day suspension.
20038	Commonwealth of Massachusetts	27-Aug-11	Notice to sales to intoxicated persons	SALE TO INTOXICATED PERSONS	\$0.00		Notice Only
20036	CITY OF BOSTON	5-Sep-11	99 HAD A STRANDED VEHICLE IN PARKING LOT - DOUBLE PARK ZONE A	PARKING	\$60.00		Fined
20051	Taunton Police Dept.	17-Aug-13	Minor Sales	SALE TO MINOR	\$0.00		
20011	Walpole Police Dept	18-Apr-14	Sale to a Minor	SALE TO MINOR	\$0.00	Suspension	2-day suspension (8/19-8/20/14)
10027	Nashua Police Dept	5-Jun-14	Sales to a Minor	SALES TO MINOR	\$0.00	Warning only	received written warning and manager must attend liquor training seminar within 90 days of issues.
20116	Enfield Police Dept.	14-Jun-14	Sales to Minor	SALE TO MINOR	\$500.00	Fined	Fined \$500

Station	Issuing Authority	Incident Date	Description	Violation Type	Fine	Suspension	Disposition
30130	Commonwealth of MA ABC Commission	26-Sep-14	Minor Sales (1st Offense)	SALE TO MINOR	\$0.00	Suspension	1 day suspension
30084	Town of Hingham Board of Health	19-Jan-05	Year 2006 Permit License Invoices shows 2 Critical Violations 1.19.05 & 5.7.05	EMPLOYEE PERMIT	\$40.00	\$20 per critical violation	Fined
30084	Town of Hingham Board of Health	6-Jul-07	Year 2006 Permit/License Invoice shows 2 Critical Violations 7.06.07	EMPLOYEE PERMIT	\$40.00	\$20 per critical violation	Fined

Issuing Authority	Date	Description	Violation Type	Fine	Suspension	Disposition
Walpole Police Dept.	5/5/2016	Sale to Minor	Sale to Minor		Employee suspended for 3	second violation. In 2014 sale to minor
Waltham Police Dept.	3/24/2016	ABC Sting	Sale to Minor		1 day suspension from selling alcohol	
North Attleborough Police Dept.	8/3/2012	Sale to Minor	Sale to Minor		Hearing 09.13.2012	
Town of Dartmouth Worcester Police Dept.	2/14/2011	Food Service License Violation		\$ 75.00		
City of Worcester	04/15/2017	ABC Sting	Sale to Minor			
	11/25/2017	ABC Sting	Sale to Minor		Warning	
Framingham Police Dept.	8/11/2016	ABC Sting	Employee did not have a Town of Framingham server Identification Card.	\$ 600.00	Violation and Cost of Investigation imposed on the Town.	



**TOWN OF MASHPEE
SELECT BOARD
PUBLIC HEARING NOTICE**

Pursuant to Chapter 138, § 16A of Massachusetts General Laws, the Select Board, acting as the Local Licensing Authority for the Town of Mashpee will conduct a public hearing on the Alcoholic Beverages License Amendment application of 25 Market Street Inc. dba Café Trevi, 25 Market Street, Mashpee, MA 02649, for a Change or Alteration of Premises.

Said hearing will be held on Monday, April 24, 2023 at 6:45 p.m., in the Waquoit Meeting Room of Mashpee Town Hall, 16 Great Neck Road North, Mashpee, MA 02649.

You can submit comments and questions via email to bos@mashpeema.gov prior to the meeting date and time.

Per order of

The Mashpee Select Board

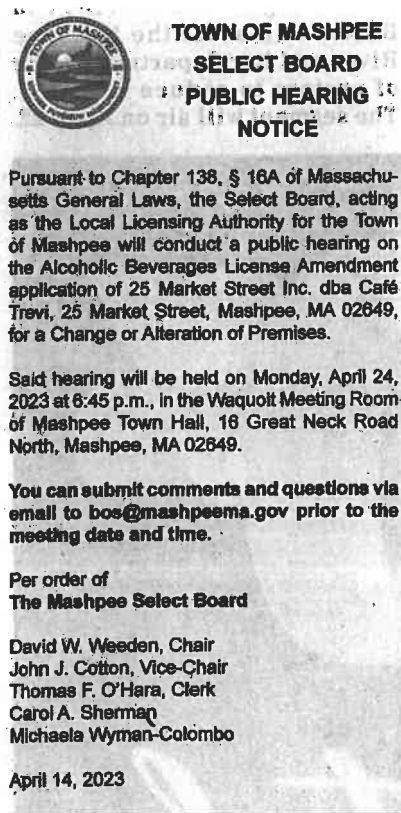
David W. Weeden, *Chair*

John J. Cotton, *Vice-Chair*

Thomas F. O'Hara, *Clerk*

Carol A. Sherman

Michaela Wyman-Colombo





TOWN OF MASHPEE


OFFICE OF THE SELECT BOARD

16 Great Neck Road North
Mashpee, Massachusetts 02649
Telephone – (508) 539-1401
bos@mashpeema.gov

MEMORANDUM

Date: April 14, 2023

To: Rodney C. Collins, Town Manager and
Honorable Members of the Select Board

From: Stephanie A. Coleman, Administrative Secretary 

Re: Public Hearing: License Amendment Application – 25 Market Street Inc.

Description

Pursuant to Chapter 138, § 16A of Massachusetts General Laws, the Select Board, acting as the Local Licensing Authority for the Town of Mashpee will conduct a public hearing on the Alcoholic Beverages License Amendment application of 25 Market Street Inc. dba Café Trevi, 25 Market Street, Mashpee, MA 02649, for a Change or Alteration of Premises.

The applicant is requesting to make the temporary changes made to the outdoor area that were approved under COVID-19 guidelines permanent. The changes would include an additional four tables on the upper level patio. This area is chained off and expands the outdoor area towards the fountain in front of the café. Please refer to attached amendment application and floor plan. All supporting documents have been submitted and are attached for your review with the exception of any confidential information for example financial statements.

5



RECEIVED

MAR 15 2023

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

By:
Time:

AMENDMENT-Change or Alteration of Premises Information

☐ **Change of Location**

- Payment Receipt
- Monetary Transmittal Form
- Chg of Location/Alteration of Premises Application
- Financial Statement
- Vote of the Entity
- Supporting financial records
- Legal Right to Occupy
- Floor Plan
- Abutter's Notification
- Advertisement

☒ **Alteration of Premises**

- Payment Receipt
- Monetary Transmittal Form
- Chg of Location/Alteration of Premises Application
- Financial Statement
- Vote of the Entity
- Supporting financial records
- Legal Right to Occupy
- Floor Plan
- Abutter's Notification
- Advertisement

1. BUSINESS ENTITY INFORMATION

Entity Name

25 Market Street Inc./ Cafe Trevi

Municipality

Mashpee

ABCC License Number

00069-RS-0670

Please provide a narrative overview of the transaction(s) being applied for. Attach additional pages, if necessary.

I am looking to add an additional four tables on our upper level patio by the fountain. These tables were added during the pandemic and have been beneficial to the business. Outdoor seating area expanded towards fountain.

APPLICATION CONTACT

The application contact is the person who should be contacted with any questions regarding this application.

Name

Samantha Davis

Title

Manager

Email

Phone

2. ALTERATION OF PREMISES

2A. DESCRIPTION OF ALTERATIONS

Please summarize the details of the alterations and highlight any specific changes from the last-approved premises.

Four tables would be added to a chained off area by a fountain that exist in front of the Cafe'.

2B. PROPOSED DESCRIPTION OF PREMISES

Please provide a complete description of the proposed premises, 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.

There would be four out door tables on the upper level of our patio. Mashpee Commons has given written permission to occupy part of the court yard.

Total Sq. Footage

30

Seating Capacity

8

Occupancy Number

8

Number of Entrances

1

Number of Exits

1

Number of Floors

1

AMENDMENT-Change or Alteration of Premises Information

3. CHANGE OF LOCATION

3A. PREMISES LOCATION

Last-Approved Street Address

Proposed Street Address

3B. 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.

Total Sq. Footage

Seating Capacity

Occupancy Number

Number of Entrances

Number of Exits

Number of Floors

3C. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises. (E.g. Deed, lease, letter of intent)

Please indicate by what means the applicant has to occupy the premises

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

4. FINANCIAL DISCLOSURE

Associated 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):

Associated Cost(s):

none

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

ENTITY VOTE

The Board of Directors or LLC Managers of

Entity Name

duly voted to apply to the Licensing Authority of

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

Date of Meeting

For the following transactions (Check all that apply):

☐ Alteration of Licensed Premises

☐ Change of Location

☐ Other

"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."

A true copy attest,



Corporate Officer / LLC Manager Signature

Sumanta Davis

(Print Name)

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

(Print Name)

APPLICANT'S STATEMENT

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

of 25 Market Street Inc/Cafe Trevi
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: 3/13/2023

Title:

Owner

ADDITIONAL INFORMATION

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.

THE ASSOCIATED COST FOR THIS TRANSACTION WILL BE UNDER \$50,000. THERE WILL BE NO STRUCTURAL CHANGES TO THE ESTABLISHMENT. THE APPLICATION FOR PERMANENTLY EXPANDING THE OUTDOOR SEATING APPROVED DURING COVID 19 GUIDELINES. THE APPLICANT HAS RECEIVED PERMISSION FROM MASHPEE COMMONS TO EXPAND THE SEATING.

Fwd: Receipt from nCourt

Samantha Davis <

Tue 3/14/2023 12:01 PM

To: Stephanie Coleman <SColeman@mashpeema.gov>

Attention!: Links contained herein may not be what they appear to be. Please verify the link before clicking! Ask IT if you're not sure.

----- Forwarded message -----

From: <customerservice@ncourt.com>

Date: Tue, Mar 14, 2023 at 11:59 AM

Subject: Receipt from nCourt

To: <

YOUR RECEIPT >>

Please include the payment receipt with your application. Thank you.

Paid To

Name: Massachusetts Alcoholic Beverages Control Commission - Retail

Address 1: 95 Fourth Street, Suite 3

City: Chelsea

State: Massachusetts

Zip: 02150

Payment On Behalf Of

First Name: Samantha

Last Name: Davis

Address 1:

City: Mashpee

State/Territory: MA

Zip: 02649

Phone:

Description	ID	Service Fee	Amount
Payment	00069-RS-0670	\$4.70	\$200.00

Receipt Date: 3/14/2023 11:59:40 AM EDT

Invoice Number: f8c0bdef-5daa-4b8c-8384-aefd7907ca0e

Total Amount Paid:\$204.70

Billing Information

First Name Samantha

Credit / Debit Card Information

Last Name Davis

Address

City Mashpee

State/Territory MA

Zip 02649

Email

Card Type Visa

Card Number *****

IMPORTANT INFORMATION >>

Please include the payment receipt with your application. Thank you.

Please verify the information shown above. Your payment has been submitted to the location listed above.



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**

AMENDMENT-Change or Alteration of Premises Information

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)

00069-RS-0670

ENTITY/ LICENSEE NAME 25 Market Street Inc/Cafe Trevi

ADDRESS 25 Market Street

CITY/TOWN Mashpee

STATE MA

ZIP CODE 02649

For the following transactions (Check all that apply):

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

THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS
APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL

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

MASHPEE COMMONS LIMITED PARTNERSHIP

April 7, 2023

Town of Mashpee Select Board
Attn: David Weeden, Chair
16 Great Neck Road North
Mashpee, MA 02649

RE: Trevi Café Outdoor Dining

Dear Mr. Weeden and Members of the Board,

Please accept this letter as our approval and support of the request submitted by Trevi Café for an alteration to their outdoor dining area to increase their number of tables through the addition of four tables near the fountain.

The four tables that Trevi has requested to add are those that were part of their supplemental outdoor dining during the pandemic. The tables are kept at a distance from the fountain and separate from the benches situated around the plaza, which allows the restaurant patrons to enjoy dining in the area while leaving places for other visitors to sit.

We appreciate the efforts that the Town made to support restaurants during the pandemic, and hope that this request to permanently alter the outdoor dining area for Trevi is approved. Should you have any questions, please let me know.

Regards,



Thomas Feronti
Mashpee Commons Limited Partnership

RENTAL AGREEMENT

THIS RENTAL AGREEMENT is made as of the 21st day of November, 2006, by and between Mashpee Commons Limited Partnership, having an office at Mashpee Commons, P.O. Box 1530, Mashpee, Massachusetts 02649 (hereinafter referred to as the "Landlord"), and 25 Market Street Inc, having a mailing address of P.O.2127 Box , Mashpee, MA 02649 (hereinafter referred to as the "Tenant".)

BASIC DATA

Section 1.1 The following sets forth basic data hereinafter referred to in this Rental Agreement, and, where appropriate, constitute definitions of the terms hereinafter listed.

Premises: The premises located at 25 Market Street, Mashpee, MA 02649, comprised of approx. 1160 square feet as set forth on Exhibit A attached hereto, said premises being of the premises designated Space 12A.101 on said Exhibit A, located in a larger parcel (the "Shopping Center") more commonly known as "Mashpee Commons", located in the Town of Mashpee, Commonwealth of Massachusetts.

Commencement Date: when open for business

Termination Date: December 31, 2016

Rent Payment:

Restaurant Opening through December 31, 2007 at \$16.50/sf \$1595.00/month plus extras
January 1, 2008 through December 31, 2008 at \$17.50/sf, \$1691.67/month plus extras
January 1, 2009 through December 31, 2009 at \$18.50/sf, \$1788.33/ month plus extras
January 1, 2010 through December 31, 2010 at \$19.50/sf, \$1885.00/month plus extras
January 1, 2011 through December 31, 2011 at \$20.50/sf, \$1981.67/month plus extras
January 1, 2012 through December 31, 2012 at \$21.50/sf, \$2078.33/month plus extras
January 1, 2013 through December 31, 2013 at \$22.50/sf, \$2175.00/month plus extras
January 1, 2014 through December 31, 2014 at \$23.50/sf, \$2271.67/month plus extras
January 1, 2015 through December 31, 2015 at \$24.50/sf, \$2368.33/month plus extras
January 1, 2016 through December 31, 2016 at \$25.50/sf, \$2465.00/month plus extras

Extra Charges:

Tenant will pay its full pro-rata share of extra charges, including Common Area Maintenance, Real Estate Taxes, and Marketing Fund, the 2006 estimate is \$10.88/sf. In addition the tenant shall pay for its pro-rata share of waste water calculated at 35 gallons per seat per year. The 2006 estimate is \$3.36/gallon.

Percentage Rent:

6% of gross sales over \$1,200,000 annually, less credit card fees.

The percentage rental shall be payable in arrears on or before the tenth day of the month after which gross sales exceed the breakpoint as outlined above. The tenant shall report sales monthly by the 10th of the following month.

2nd floor office space: 401 square feet of 2nd floor office space at the following gross rental amounts:

Restaurant opening through December 31, 2007 at \$17.00/sf, \$568.08/month
January 1, 2008 through December 31, 2008 at \$17.50sf, \$584.79/month
January 1, 2009 through December 31, 2009 at \$18.00/sf, \$601.50/month
January 1, 2010 through December 31, 2010 at \$18.50sf, \$618.10/month
January 1, 2011 through December 31, 2011 at \$19.00/sf, \$634.92/month
January 1, 2012 through December 31, 2012 at \$19.50/sf, \$651.62/month
January 1, 2013 through December 31, 2013 at \$20.00/sf, \$668.33/month
January 1, 2014 through December 31, 2014 at \$20.50/sf, \$685.04/month
January 1, 2015 through December 31, 2015 at \$21.00/sf, \$701.75/month
January 1, 2016 through December 31, 2016 at \$21.50/sf, \$718.46/month

Security Deposit: none

Use: Full service restaurant serving breakfast, lunch and dinner.

PREMISES

Section 2.1 Landlord hereby demises and leases to Tenant, and Tenant hereby accepts from Landlord, the Premises suitably identified in Section 1.1 of this Rental Agreement together with the non-exclusive right to use, and permit its invitees to use, in common with others, public or common lobbies, parking areas, hallways, stairways (and elevators, if any) necessary for access to the Premises and contained within the Shopping Center. The foregoing non-exclusive rights shall always be subject to reasonable rules and regulations from time to time established by Landlord by suitable notice and to the right of landlord to designate and change from time to time the areas and facilities so to be used. Excepted and excluded from the Premises and the roof or ceiling, the floor and all perimeter walls of the Premises, except the inner surfaces thereof, but Premises are a part thereof for all purposes; and Tenant agrees that Landlord shall have the right to place in the Premises utility lines, pipes and the like to serve Premises other than the Premises, and to replace and maintain or repair such utility lines, pipes and the like, in, over and upon the Premises, provided that such replacement, maintenance and repair will not unreasonably interfere with Tenant's operations in the Premises.

TERM OF LEASE

Section 3.1. TO HAVE AND TO HOLD the Premises unto the Tenant for the term (the "Initial Term") specified by the Commencement and Termination Dates set forth in Section 1.1 hereof unless sooner terminated as provided herein.

Section 3.2. The terms hereof shall commence on the Commencement Date specified in Section 1.1 hereof. Tenant agrees to accept the Premises in a strictly "as is" condition without any presentation or warranty from Landlord with regard to the condition of the Premises.

UTILITIES

Section 4.1 Landlord will provide and maintain the necessary mains and conduits to bring water, telephone, and electricity to the Premises. Tenant shall pay all charges for all utilities, trash and services used by it whether supplied by Landlord, public utility or public authority, or any other person, firm or corporation.

Landlord shall under no circumstances be liable to Tenant in damages or otherwise for any interruption in service of water, electricity or other utilities and services caused by an unavoidable delay or by the making of any necessary repairs or improvements. In the event utilities supplied to the Premises do not service Tenant exclusively, Tenant shall pay its pro rata share of such utilities in accordance with its proportionate usage.

USE OF PREMISES

Section 5.1 It is understood, and the Tenant so agrees, that the Premises during the term of this Rental Agreement shall be used and continuously occupied by the Tenant only for the purposes specified as the use thereof in Section 1.1 of this Rental Agreement, and for no other purpose or purposes.

Section 5.2 Notwithstanding any other provisions of this Rental Agreement, the Tenant covenants and agrees that it will not assign this Rental Agreement or Sublet (which terms without limitation, shall include the granting of concessions, licenses, and the like) the whole or any part of the Premises without in each instance having first received the express written consent of the Landlord, which consent Tenant understands and agrees the Landlord may withhold in its sole discretion and for any reason whatsoever. Furthermore, it is understood and agreed that any consent of Landlord to a particular assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

Section 5.3 Tenant covenants that it will conduct and operate its business in the Premises continuously, efficiently and in good faith, in a dignified manner and in accordance with the high standards of the Shopping Center, and will not cease operation except temporarily because of occurrences beyond its control.

Section 5.4. The Tenant further agrees to conform to all of the following provisions during the entire term of this lease:

- (a) The Tenant shall always conduct its operations in the demised premises under its present trade name specified in Section 1, unless the Landlord shall otherwise consent in writing.
- (b) No auction, "lost our lease", going out of business, fire or bankruptcy sales may be conducted within the demised premises without the previous written consent of the Landlord.
- (c) The Tenant shall not use the malls or sidewalks adjacent to the demised premises or the recessed vestibules, if any, of the demised premises for business purposes (including, without limitation, the distribution of handbills or advertising of any type) without the previous written consent of the Landlord.
- (d) The Tenant shall keep the display windows of the demised premises clean and shall keep the same electrically lighted during such periods of time as the Shopping Center shall be open and, in addition, during such other periods of time as shall be determined by the Landlord, provided windows throughout a major portion of the Shopping Center are kept lighted during such additional periods, and for this purpose shall install and maintain a mechanical time-clock.
- (e) The Tenant shall receive and deliver goods and merchandise only in the manner, at such times, and in such areas, as may be designated by the Landlord; and all trash, refuse, and the like, shall be kept in covered containers, which containers shall be kept within the demised premises at all times, and in no event stored outside of the same. If provision is made by the Landlord for trash removal by a contractor, the Tenant agrees to use said contractor for its trash removal and to pay when due all charges at the rate established therefor from time to time. If the Tenant fails so to pay for trash removal, the Landlord shall have the same remedies (even if such payment is due to such contractor and not to the Landlord) as the Landlord has for nonpayment of rent hereunder.
- (f) The Tenant shall not place on the exterior or interior of the demised premises (including, but without limitation, windows, doors, and entrance lobbies) any signs other than those signs (including the design, number and location of such signs and any replacements thereof) which shall first have been approved by the Landlord or the Landlord's architect. The signs desired by the Tenant shall be indicated in the Tenant's plans and specifications to be submitted to the Landlord's architect or engineer for approval; all interior signs must

be professionally prepared and shall be limited in number. In addition to any other remedies available to Landlord pursuant to the provisions of ARTICLE XX hereof, Tenant shall pay to Landlord the sum of Fifty and 00/100 Dollars (\$50.00) upon each violation by Tenant of the terms and provisions of this Section 6.4(f).

- (g) The Tenant shall not perform any act or carry on any practice which may injure the demised premises or any other part of the Shopping Center, or cause any offensive odor or loud noise (including, but without limitation, the use of loudspeakers), or constitute a nuisance or menace to any other occupant or other persons in the Shopping Center, and in no event shall any noises or odors be emitted from, or vending or video machines installed at the demised premises. Upon the request of Landlord, Tenant shall contract with a licensed pest control company acceptable to Landlord for regular pest inspections and termination services to be provided at the demised premises.
- (h) The demised premises (as well as all doors and entryways thereto) shall be kept open for business at least during the following: twelve (12) hours per day, six (6) days a week as designated by the Landlord (and on Sundays and holidays for the number of hours designated by the Landlord), provided that at least 50% of the tenants in the Shopping Center are likewise required to keep open for such days and hours, but in no event a greater number of hours than that permitted by then applicable law; the Tenant acknowledging that this obligation is a material inducement to the Landlord to enter into this lease, and in the event the Tenant defaults thereunder the Landlord shall have all remedies available at law or in equity including, without limitation, the right to terminate this lease. In addition to any other remedies available to Landlord pursuant to provisions of ARTICLE XX hereof, Tenant shall pay to Landlord the sum of Fifty Dollars (\$50.00) for each occasion in which Tenant shall fail to maintain operating hours as provided herein.
- (i) The Tenant shall at all times keep the demised premises fully and adequately stocked and fixtured.
- (j) The Tenant shall at all times fully and adequately heat and/or air-condition (as the circumstances require) the demised premises.
- (k) The Tenant agrees that it and its employees and others connected with the Tenant's operations at the demised premises will abide by all reasonable rules and regulations from time to time established by the Landlord by written notice to the Tenant with respect to such Shopping Center. 2005 Rules and Regulations attached.
- (l) The Tenant shall employ throughout the term of this lease a full staff in the demised premises in order properly to conduct business, including a qualified store manager headquartered and working full-time at the demised premises to manage and control the operations of the demised premises. The Tenant shall furnish the Landlord's mall

manager with the name, address and telephone number of such store manager of the demised premises, so that the Landlord will, at all times, be able to contact the store manager of the demised premises.

- (m) The Tenant shall not use, handle or store or dispose of any oil, hazardous or toxic materials or hazardous or toxic wastes (collectively, "hazardous materials") in or about the Shopping Center. If the transportation, storage, use or disposal of any hazardous materials anywhere on the Shopping Center in connection with the Tenant's use of the demised premises results in (1) contamination of the soil or surface or ground water or (2) loss or damage to person(s) or property, then Tenant agrees to respond in accordance with the following paragraph:
- a. Tenant agrees (i) to notify Landlord immediately of any contamination, claim of contamination, loss or damage, (ii) after consultation and approval by Landlord, to clean up the contamination in full compliance with all applicable statutes, regulations and standards, and (iii) to indemnify, defend and hold Landlord harmless from and against any claims, suits, causes of action, costs and fees, including attorneys' fees, arising from or connected with any such contamination, claim of contamination, loss or damage. This provision shall survive the termination of this lease. No consent or approval of Landlord shall in any way be construed as imposing upon Landlord any liability for the means, methods, or manner of removal, containment or other compliance with applicable law for and with respect to the foregoing.
 - b. Tenant shall immediately notify Landlord upon Tenant's receipt of any inquiry, notice, or threat to give notice by any governmental authority or any other third party with respect to any hazardous materials.
- (n) The Tenant agrees that, within the demised premises, it shall be responsible for compliance with the Americans with Disabilities Act (42 U.S.C. § 12101 et. seq.) and the regulations and Accessibility Guidelines for Buildings and Facilities issued pursuant thereto.
- (o) The tenant agrees that it will participate in the Mashpee Commons gift card program.

MAINTENANCE

Section 6.1 The Tenant agrees to maintain the Premises in the same condition as they are at the commencement of this Rental Agreement or as they may be put in during the terms of this Rental Agreement, reasonable wear and tear, damage by fire and other casualty only expected, and whenever necessary, to replace plate glass and other glass therein, and Tenant acknowledges that the Premises are now in good order and the glass whole and Tenant accepts the Premises in "as is" condition without any warranty or representation from Landlord. Tenant hereby acknowledges that it has examined the Premises. Tenant agrees to maintain a service contract with a reputable HVAC

contractor, which contract shall provide for regular inspections of the HVAC system (at least twice annually). Tenant agrees to provide Landlord with copies of such contract. The Tenant shall not permit the Premises to be overloaded, damaged, stripped, or defaced, nor to suffer any waste. Tenant shall obtain written consent of Landlord before erecting any sign on the exterior of the Premises or with the Premises, if visible from the exterior of the Premises. The Tenant shall not make any alterations or additions to the Premises, without the prior written consent of the Landlord. Any such allowed alterations shall be at Tenant's expense and shall be performed in a first class professional workmanlike manner in compliance with all applicable law. Any alterations or improvements made by the Tenant shall become the property of the Landlord at the termination of occupancy as provided herein.

Section 6.2 Tenant further agrees that the Premises shall be kept in a clean, sanitary and safe condition in accordance with, and in all respects in compliance with, the laws of the Commonwealth of Massachusetts and the ordinances of the city or town in which the same are located and all directions, rules and regulations of the health officers, Fire Marshal, Building Inspector and other proper officers of governmental agencies having jurisdiction thereof and in accordance with the requirements of Landlord's insurers. Tenant covenants and agrees it will not do or permit anything to be done in or upon the Premise or bring in anything or keep anything therein which shall increase the rate of insurance on the Premises or on the Shopping Center above the standard rate on the Premises and the Shopping Center with a store of the type described in Section 1.1 of this Rental Agreement located in the Premises.

Section 6.3 The Landlord or agents of the Landlord may, at reasonable times, enter to view the Premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as Landlord should elect to do and may show the Premises to others, and at any time within the term of this Rental Agreement, Landlord or Landlord's agent may affix to any suitable part of the Premises a notice for letting or selling the Premises or property of which the Premises are a part and keep the same so affixed without hindrance or molestation. Additionally, Landlord or agents may enter the Premises at any time in case of emergency.

Section 6.4 In case during the term hereof any portion of the Premises or any portion of the Shopping Center shall be damaged or destroyed by fire or other casualty, Landlord shall have the right to terminate this Rental Agreement upon notice to Tenant. If said right of termination is exercised, this Rental Agreement and the term hereof shall cease and come to an end as of the date of such damage or destruction. If the premises are damaged by fire or other casualty and the Landlord cannot reasonably be expected to restore the premises within sixty (60) days of receipt of insurance proceeds therefor, Tenant shall have the right to terminate this Agreement upon twenty (20) days notice to Landlord.

Section 6.5 In case during the term hereof any portion of the Premises or any portion of the Building shall be taken by condemnation or right of eminent domain, Landlord shall have the right to terminate this Rental Agreement upon notice to Tenant.

If said right of termination is exercised, this Agreement and the term hereof shall cease and come to an end as of the date of such taking or condemnation.

INDEMNITY AND PUBLIC LIABILITY INSURANCE

Section 7.1 To the maximum extent this agreement may be made effective according to law, Tenant agrees to indemnify and hold harmless the Landlord from and against all claims of whatever nature arising from any act, omission or negligence of the Tenant, or the Tenant's contractors, licensees, agents, servants, or employees, or arising from any accident, injury, or damage whatsoever caused to any person, or to the property of any person occurring during the term hereof, injury or damage occurring outside of the Premises, where such accident, damage or injury results or is claimed to have resulted from an act or omission on the part of the Tenant or the Tenant's agents or employees. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof.

Section 7.2 Tenant agrees to maintain full force from the date on which Tenant first enters the Premise for any reason throughout the term hereof, and thereafter so long as Tenant is in occupancy of any part of the Premises, a policy of Comprehensive General Liability Insurance in accordance with the broadcast form of such coverage as is available from time to time in the jurisdiction in which the Premises are located including, without limitation, contractual liability coverage, covering Tenant's liability assumed under this Rental Agreement. The minimum limits of liability of such insurance shall be \$1,000,000.00 each occurrence; \$2,000,000.00 general aggregate limit; \$2,000,000.00 products – completed operations aggregate limit; \$1,000,000.00 personal and advertising liability; \$50,000.00 fire legal liability; and \$5,000.00 medical expenses limit (each person); or such higher limits as the Landlord may from time to time request, provide such higher limits are then customarily carried on first-class shopping centers. Landlord (and such other persons as may be required by Landlord) are to be named as additional insureds under the foregoing policies and duplicate original or a Certificate of Insurance evidencing the above insurance shall be delivered to Landlord on or before the Commencement Date. Each such policy shall provide that the same may not be canceled, terminated, altered or amended without at least thirty (30) days written notice to landlord.

Tenant also agrees that it shall keep its inventory, furniture, fixtures, merchandise and equipment insured against loss or damage by fire with the usual extended coverage endorsements. It is

understood and agreed that Tenant assumes all risk of damage to its own property arising from any cause whatsoever, including, without limitation, loss by theft, burglary or otherwise.

Section 7.3 Insofar as and to the extent that the following provision may be effective without invalidating or making it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in the Commonwealth of Massachusetts (even though extra premium may result therefrom): Landlord and Tenant mutually agree that with respect to any loss which is covered by insurance then insurance and suffering said loss releases the other of and from any and all claims with respect to such loss; and they further mutually agree that their respective insurance companies shall have no right to subrogation against the other on account thereof. In the event that extra premium is payable by either party as a result of this provision, the other party shall reimburse the party paying such premium the amount of such extra premium. If at the written request of one party, this release and non-subrogation provision is waived, then the obligation of reimbursement shall cease for such period of time as such waiver shall be effective, but nothing contained in this Section shall be deemed to modify or otherwise affect releases elsewhere herein contained of either party for claims.

Section 7.4 Tenant covenants and agrees that it will not do or permit anything to be done in or upon the Premises or bring in anything or keep anything therein, which shall increase the rate of insurance on the Premises or on the Shopping Center above the standard rate on said Premises; and Tenant further agrees that in the event it shall do any of the foregoing, it will promptly pay to Landlord on demand and such increase resulting therefrom, which shall be due and payable as additional rent .

Section 7.5 The Tenant agrees to use and occupy the Premises at its own risk; and that the Landlord shall have no responsibility or liability for any loss of or damage to fixtures or other personal property of the Tenant.

Section 7.6 All insurance required of Tenant hereunder shall be effected under valid and enforceable policies issued by insurers of recognized responsibility.

LANDLORD'S REMEDIES

Section 8.1 Any one of the following shall be deemed to be an "Event of Default":

- A. Failure on the part of the Tenant to make payment of rent or any other monetary amount required hereunder on the date the same is due.
- B. With respect to a non-monetary default under this Rental Agreement, failure of the Tenant to cure the same within 15 days of notice of such default from Landlord. The Tenant shall be obligated

to commence forthwith and to complete as soon as possible the curing of such default; and if the Tenant fails so to do, the same shall be deemed to be an Event of Default.

Section 8.2 Should any Event occur notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance, the Landlord lawfully may, in addition to any remedies otherwise available to the Landlord, immediately or at any time thereafter, and with the necessity or requirement or making any entry, send written notice to the Tenant demanding that Tenant vacate the Premises and terminating this Rental Agreement; and upon the first to occur of: (i) Tenant's vacating the premises as aforesaid; or (ii) the expiration of the fifteenth (15th) day following mailing of such notice of termination, this Rental Agreement shall terminate.

Section 8.3 In the event of such termination, the Tenant covenants and agrees to indemnify and hold harmless the Landlord from and against any and all loss of rent, damages and other costs and expenses incurred by the Landlord by reason of such termination including reasonable attorneys' fees, court costs, brokerage and other costs or relating including, but not limited to, the reasonable cost incurred in cleaning, and repainting the Premises in order to relet the same; and moving and storage charges incurred by Landlord in moving Tenant's belongings and to reimburse Landlord for the same from time to time upon demand of the Landlord. The Tenant further agrees that it will upon demand pay to the Landlord in the event of such termination a sum equal to the amount by which the rent and other charges herein reserves for the balance of the term hereinabove specified exceeds the actual rents received, if any, for the Premises for the balance of said term.

Section 8.4 The Landlord shall in no event be in default in the performance of any of the Landlord's obligations hereunder unless and until the Landlord shall have failed to perform such obligations within (30) days or such additional time as is reasonably required to correct any such default after notice by the Tenant to the landlord properly specifying wherein the Landlord has failed to perform any such obligation.

Section 8.5 Landlord and their designees shall have the right to enter upon the Premises for the purposes of inspecting or making repairs to the same. If repairs are required to be made by Tenant pursuant to the terms thereof, Landlord may demand that Tenant make the same forthwith, and if Tenant refuses or neglects to commence such repairs and to complete the same with reasonable dispatch, after such demand, Landlord may (but shall not be required so to do) make or cause such repairs to be made and shall not be responsible to Tenant for any loss or damage that may accrue to its stock or business by reason thereof. If Landlord makes or causes such repairs to be made, Tenant agrees that it will forthwith, on demand, pay the Landlord the cost thereof, and if it shall default in such payment, Landlord shall have the remedies provided in Sections 9.1 through 9.5 and Section 11.2 hereof.

SURRENDER

Section 9.1 The Tenant shall at the expiration or other termination of this Rental Agreement remove all Tenant's goods and effects from the Premises (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the Tenant either inside or outside the Premises). Tenant shall deliver to the Landlord the Premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Premises, in the good and tenantable condition, reasonable wear and tear and damage by fire or other casualty, only, expected. In the event of the Tenant's failure to remove any of Tenant's property from the premises, Landlord is hereby authorized, without liability to Tenant for loss or damage thereto, and at the sole risk of Tenant, to remove and store any of the property at Tenant's use, or to remain same under without notice, and or all of the property not so removed and to apply the new proceeds of such sale of the payment of any sums due hereunder, or to destroy such property.

MISCELLANEOUS PROVISIONS

Section 10.1 Waiver Failure on the part of the Landlord to complain of any action or non-action on the part of the Tenant, no matter how long the same may continue, shall never be deemed to be a waiver by the Landlord or any of his rights hereunder. Further, it is covenanted and agreed that no waiver at any time of any of the provisions hereof by the Landlord shall be construed as a waiver of any of the other provisions hereof, and that a waiver at any time of any of the provisions hereof shall be construed as a waiver at any subsequent time of the same provisions. The consent or approval of the Landlord to or of any action by the Tenant requiring the landlord's consent or approval shall not be deemed to waive or render unnecessary the Landlord's consent or approval to or of any subsequent similar act by the Tenant. Any consent required of Landlord in any provision of this Rental Agreement may be withheld by Landlord in its sole discretion unless the Landlord shall not withhold such consent unreasonably.

No payment by the Tenant, or acceptance by the Landlord, of a lesser amount than shall be due from the Tenant to the Landlord shall be treated otherwise than as a payment on account. The acceptance by the Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and the Landlord may accept such check without prejudice to any other rights or remedies which the Landlord may have against the Tenant.

Section 10.2 Landlord's Fees and Expenses

Unless prohibited by applicable law, the Tenant agrees to pay to Landlord the amount of all legal fees and expenses incurred by the Landlord in enforcing the terms of this Rental Agreement and/or arising out of or resulting from any act or omission by the Tenant with respect to this Rental Agreement or the Premises; including without limitation, any breach by the Tenant of its obligation hereunder.

Section 10.3 Invalidity of Particular Provisions

If any term or provision of this Rental Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, shall not be affected thereby, and each term and provision of this Rental Agreement shall be valid and be enforced to the fullest extent permitted by law.

Section 10.4 Provisions Binding, Etc.

Except as herein otherwise expressly provided, the terms hereof shall be binding upon and shall insure to the benefit of the successors and assigns, respectively, of the Landlord and the Tenant. The reference contained to successors and assigns of the Tenant is not intended to constitute a consent to assignment by the Tenant, but has reference only to those instances in which the Landlord may later give written consent to a particular assignment.

Section 10.5 Notices

Any notice from the Landlord to the Tenant relating to the Premises or to the occupancy thereof, shall be deemed duly served if mailed to the Premises, certified mail, return receipt requested, postage prepaid, addressed to Tenant, or if served by a Constable with a copy to Tenant at the Premises. Any notice from the Tenant to the Landlord relating to the Premises or to the occupancy thereof, shall be effective if mailed to the Landlord, by certified mail, return receipt requested, postage prepaid addressed to the Landlord at the address set forth in Section 1.1 hereof or to such address as the Landlord may from time to time advise the Tenant in writing. Any notice mailed pursuant to this Section 11.5 shall be considered effective upon deposit with the United States Postal Service.

Section 10.6 Rules and Regulations

The Tenant agrees to comply with reasonable rules and regulations from time to time promulgated by the Landlord for the maintenance of the character and the smooth operation of the Shopping Center. Tenant acknowledged receipt of the rules and regulations currently in effect and which are incorporated herein by reference.

Section 10.7 Captions

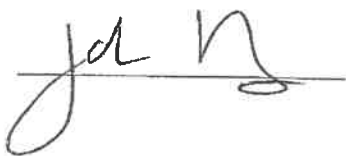
The captions throughout this instrument are for convenience and reference only, and the works contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Rental Agreement.

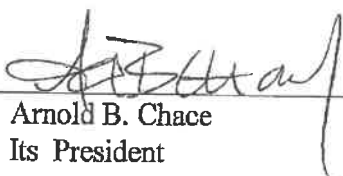
WITNESS the execution hereof under shall in any number of counterpart copies, each of which shall be deemed an original for all purposes as of the day and year first above written.

Witness:

MASHPEE COMMONS LIMITED PARTNERSHIP

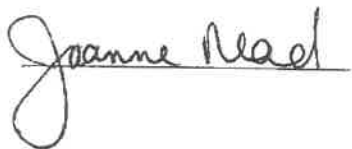
NMS Associates, Inc.

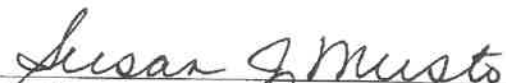
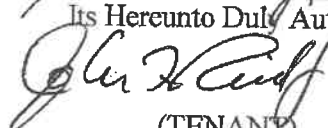


By: 
Arnold B. Chace
Its President

(LANDLORD)

25 Market Street Inc.



By: 
Its Hereunto Duly Authorized

(TENANT)

RENTAL AGREEMENT

THIS RENTAL AGREEMENT is made as of the 1st day of May, 2007, by and between Mashpee Commons Limited Partnership, having an office at Mashpee Commons, P.O. Box 1530, Mashpee, Massachusetts 02649 (hereinafter referred to as the "Landlord"), and 25 Market Street Inc, d/b/a Trevi Café having a mailing address of P.O.2127 Box , Mashpee, MA 02649 (hereinafter referred to as the "Tenant".)

BASIC DATA

Section 1.1 The following sets forth basic data hereinafter referred to in this Rental Agreement, and, where appropriate, constitute definitions of the terms hereinafter listed.

Premises: The premises located on the 2nd at 25 Market Street, Mashpee, MA 02649, comprised of 460 square feet as set forth on Exhibit A attached hereto, said premises being of the premises designated Space 12A.202 on said Exhibit A, located in a larger parcel (the "Shopping Center") more commonly known as "Mashpee Commons", located in the Town of Mashpee, Commonwealth of Massachusetts.

Commencement Date: June 15, 2007

Termination Date: December 31, 2016

June 15, 2007 through December 31, 2007 at \$17.00/sf, \$651.67/month
January 1, 2008 through December 31, 2008 at \$17.50/sf, \$670.83/month
January 1, 2009 through December 31, 2009 at \$18.00/sf, \$690.00/month
January 1, 2010 through December 31, 2010 at \$18.50/sf, \$709.17/month
January 1, 2011 through December 31, 2011 at \$19.00/sf, \$728.33/month
January 1, 2012 through December 31, 2012 at \$19.50/sf, \$747.50/month
January 1, 2013 through December 31, 2013 at \$20.00/sf, \$766.67/month
January 1, 2014 through December 31, 2014 at \$20.50/sf, \$785.83/month
January 1, 2015 through December 31, 2015 at \$21.00/sf, \$805.00/month
January 1, 2016 through December 31, 2016 at \$21.50/sf, \$824.17/month

Security Deposit: none

Use: Office space

PREMISES

Section 2.1 Landlord hereby demises and leases to Tenant, and Tenant hereby accepts from Landlord, the Premises suitably identified in Section 1.1 of this Rental Agreement together with the non-exclusive right to use, and permit its invitees to use, in common with others, public or common lobbies, parking areas, hallways, stairways (and elevators, if any) necessary for access to the Premises and contained within the Shopping Center. The foregoing non-exclusive rights shall always be subject to reasonable rules and regulations from time to time established by Landlord by suitable notice and to the right of landlord to designate and change from time to time the areas and facilities so to be used. Excepted and excluded from the Premises and the roof or ceiling, the floor and all perimeter walls of the Premises, except the inner surfaces thereof, but Premises are a part thereof for all purposes; and Tenant agrees that Landlord shall have the right to place in the Premises utility lines, pipes and the like to serve Premises other than the Premises, and to replace and maintain or repair such utility lines, pipes and the like, in, over and upon the Premises, provided that such replacement, maintenance and repair will not unreasonably interfere with Tenant's operations in the Premises.

TERM OF LEASE

Section 3.1. TO HAVE AND TO HOLD the Premises unto the Tenant for the term (the "Initial Term") specified by the Commencement and Termination Dates set forth in Section 1.1 hereof unless sooner terminated as provided herein.

Section 3.2. The terms hereof shall commence on the Commencement Date specified in Section 1.1 hereof. Tenant agrees to accept the Premises in a strictly "as is" condition without any presentation or warranty from Landlord with regard to the condition of the Premises.

UTILITIES

Section 4.1 Landlord will provide and maintain the necessary mains and conduits to bring water, telephone, and electricity to the Premises. Tenant shall pay all charges for all utilities, trash and services used by it whether supplied by Landlord, public utility or public authority, or any other person, firm or corporation.

Landlord shall under no circumstances be liable to Tenant in damages or otherwise for any interruption in service of water, electricity or other utilities and services caused by an unavoidable delay or by the making of any necessary repairs or improvements. In the event utilities supplied to the Premises do not service Tenant exclusively, Tenant shall pay its pro rata share of such utilities in accordance with its proportionate usage.

USE OF PREMISES

Section 5.1 It is understood, and the Tenant so agrees, that the Premises during the term of this Rental Agreement shall be used and continuously occupied by the Tenant only for the purposes specified as the use thereof in Section 1.1 of this Rental Agreement, and for no other purpose or purposes.

Section 5.2 Notwithstanding any other provisions of this Rental Agreement, the Tenant covenants and agrees that it will not assign this Rental Agreement or Sublet (which terms without limitation, shall include the granting of concessions, licenses, and the like) the whole or any part of the Premises without in each instance having first received the express written consent of the Landlord, which consent Tenant understands and agrees the Landlord may withhold in its sole discretion and for any reason whatsoever. Furthermore, it is understood and agreed that any consent of Landlord to a particular assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

Section 5.3 Tenant covenants that it will conduct and operate its business in the Premises continuously, efficiently and in good faith, in a dignified manner and in accordance with the high standards of the Shopping Center.

Section 5.4. The Tenant further agrees to conform to all of the following provisions during the entire term of this lease:

- a. No auction, "lost our lease", going out of business, fire or bankruptcy sales may be conducted within the demised premises without the previous written consent of the Landlord.
- b. The Tenant shall receive and deliver goods and merchandise only in the manner, at such times, and in such areas, as may be designated by the Landlord; and all trash, refuse, and the like, shall be kept in covered containers, which containers shall be kept within the demised premises at all times, and in no event stored outside of the same. If provision is made by the Landlord for trash removal by a contractor, the Tenant agrees to use said contractor for its trash removal and to pay when due all charges at the rate established therefor from time to time. If the Tenant fails so to pay for trash removal, the Landlord shall have the same remedies (even if such payment is due to such contractor and not to the Landlord) as the Landlord has for nonpayment of rent hereunder.
- c. The Tenant shall not place on the exterior or interior of the demised premises (including, but without limitation, windows, doors, and entrance lobbies) any signs other than those signs (including the design, number and location of such signs and any replacements

thereof) which shall first have been approved by the Landlord or the Landlord's architect. The signs desired by the Tenant shall be indicated in the Tenant's plans and specifications to be submitted to the Landlord's architect or engineer for approval; all interior signs must be professionally prepared and shall be limited in number. In addition to any other remedies available to Landlord pursuant to the provisions of ARTICLE XX hereof, Tenant shall pay to Landlord the sum of Fifty and 00/100 Dollars (\$50.00) upon each violation by Tenant of the terms and provisions of this Section 6.4(f).

- d. The Tenant shall not perform any act or carry on any practice which may injure the demised premises or any other part of the Shopping Center, or cause any offensive odor or loud noise (including, but without limitation, the use of loudspeakers), or constitute a nuisance or menace to any other occupant or other persons in the Shopping Center, and in no event shall any noises or odors be emitted from, or vending or video machines installed at the demised premises. Upon the request of Landlord, Tenant shall contract with a licensed pest control company acceptable to Landlord for regular pest inspections and termination services to be provided at the demised premises.
- e. The Tenant agrees that it and its employees and others connected with the Tenant's operations at the demised premises will abide by all reasonable rules and regulations from time to time established by the Landlord by written notice to the Tenant with respect to such Shopping Center. 2007 Rules and Regulations attached.
- f. The Tenant shall not use, handle or store or dispose of any oil, hazardous or toxic materials or hazardous or toxic wastes (collectively, "hazardous materials") in or about the Shopping Center. If the transportation, storage, use or disposal of any hazardous materials anywhere on the Shopping Center in connection with the Tenant's use of the demised premises results in (1) contamination of the soil or surface or ground water or (2) loss or damage to person(s) or property, then Tenant agrees to respond in accordance with the following paragraph:
 - a. Tenant agrees (i) to notify Landlord immediately of any contamination, claim of contamination, loss or damage, (ii) after consultation and approval by Landlord, to clean up the contamination in full compliance with all applicable statutes, regulations and standards, and (iii) to indemnify, defend and hold Landlord harmless from and against any claims, suits, causes of action, costs and fees, including attorneys' fees, arising from or connected with any such contamination, claim of contamination, loss or damage. This provision shall survive the termination of this lease. No consent or approval of Landlord shall in any way be construed as imposing upon Landlord any liability for the means, methods, or manner of removal, containment or other compliance with applicable law for and with respect to the foregoing.

- b. Tenant shall immediately notify Landlord upon Tenant's receipt of any inquiry, notice, or threat to give notice by any governmental authority or any other third party with respect to any hazardous materials.

MAINTENANCE

Section 6.1 The Tenant agrees to maintain the Premises in the same condition as they are at the commencement of this Rental Agreement or as they may be put in during the terms of this Rental Agreement, reasonable wear and tear, damage by fire and other casualty only expected, and whenever necessary, to replace plate glass and other glass therein, and Tenant acknowledges that the Premises are now in good order and the glass whole and Tenant accepts the Premises in "as is" condition without any warranty or representation from Landlord. Tenant hereby acknowledges that it has examined the Premises. Tenant agrees to maintain a service contract with a reputable HVAC contractor, which contract shall provide for regular inspections of the HVAC system (at least twice annually). Tenant agrees to provide Landlord with copies of such contract. The Tenant shall not permit the Premises to be overloaded, damaged, stripped, or defaced, nor to suffer any waste. Tenant shall obtain written consent of Landlord before erecting any sign on the exterior of the Premises or with the Premises, if visible from the exterior of the Premises. The Tenant shall not make any alterations or additions to the Premises, without the prior written consent of the Landlord. Any such allowed alterations shall be at Tenant's expense and shall be performed in a first class professional workmanlike manner in compliance with all applicable law. Any alterations or improvements made by the Tenant shall become the property of the Landlord at the termination of occupancy as provided herein.

Section 6.2 Tenant further agrees that the Premises shall be kept in a clean, sanitary and safe condition in accordance with, and in all respects in compliance with, the laws of the Commonwealth of Massachusetts and the ordinances of the city or town in which the same are located and all directions, rules and regulations of the health officers, Fire Marshal, Building Inspector and other proper officers of governmental agencies having jurisdiction thereof and in accordance with the requirements of Landlord's insurers. Tenant covenants and agrees it will not do or permit anything to be done in or upon the Premise or bring in anything or keep anything therein which shall increase the rate of insurance on the Premises or on the Shopping Center above the standard rate on the Premises and the Shopping Center with a store of the type described in Section 1.1 of this Rental Agreement located in the Premises.

Section 6.3 The Landlord or agents of the Landlord may, at reasonable times, enter to view the Premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as Landlord should elect to do and may show the Premises to others, and at any time within the term of this Rental Agreement, Landlord or Landlord's agent may affix to any suitable part of the Premises a notice for letting or selling the Premises or property of which the

Premises are a part and keep the same so affixed without hindrance or molestation. Additionally, Landlord or agents may enter the Premises at any time in case of emergency.

Section 6.4 In case during the term hereof any portion of the Premises or any portion of the Shopping Center shall be damaged or destroyed by fire or other casualty, Landlord shall have the right to terminate this Rental Agreement upon notice to Tenant. If said right of termination is exercised, this Rental Agreement and the term hereof shall cease and come to an end as of the date of such damage or destruction. If the premises are damaged by fire or other casualty and the Landlord cannot reasonably be expected to restore the premises within sixty (60) days of receipt of insurance proceeds therefor, Tenant shall have the right to terminate this Agreement upon twenty (20) days notice to Landlord.

Section 6.5 In case during the term hereof any portion of the Premises or any portion of the Building shall be taken by condemnation or right of eminent domain, Landlord shall have the right to terminate this Rental Agreement upon notice to Tenant.

If said right of termination is exercised, this Agreement and the term hereof shall cease and come to an end as of the date of such taking or condemnation.

INDEMNITY AND PUBLIC LIABILITY INSURANCE

Section 7.1 To the maximum extent this agreement may be made effective according to law, Tenant agrees to indemnify and same harmless the Landlord from and against all claims of whatever nature arising from any act, omission or negligence of the Tenant, or the Tenant's contractors, licensees, agents, servants, or employees, or arising from any accident, injury, or damage whatsoever caused to any person, or to the property of any person occurring during the term hereof, injury or damage occurring outside of the Premises, where such accident, damage or injury results or is claimed to have resulted from an act or omission on the part of the Tenant or the Tenant's agents or employees. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof.

Section 7.2 Tenant agrees to maintain full force from the date on which Tenant first enters the Premise for any reason throughout the term hereof, and thereafter so long as Tenant is in occupancy of any part of the Premises, a policy of Comprehensive General Liability Insurance in accordance with the broadcast form of such coverage as is available from time to time in the jurisdiction in which the Premises are located including, without limitation, contractual liability coverage, covering Tenant's liability assumed under this Rental Agreement. The minimum limits of liability of such insurance shall be \$1,000,000.00 each occurrence; \$2,000,000.00 general aggregate limit; \$2,000,000.00 products – completed operations aggregate limit; \$1,000,000.00 personal and

advertising liability; \$50,000.00 fire legal liability; and \$5,000.00 medical expenses limit (each person); or such higher limits as the Landlord may from time to time request, provide such higher limits are then customarily carried on first-class shopping centers. Landlord (and such other persons as may be required by Landlord) are to be named as additional insureds under the foregoing policies and duplicate original or a Certificate of Insurance evidencing the above insurance shall be delivered to Landlord on or before the Commencement Date. Each such policy shall provide that the same may not be canceled, terminated, altered or amended without at least thirty (30) days written notice to landlord.

Tenant also agrees that it shall keep its inventory, furniture, fixtures, merchandise and equipment insured against loss or damage by fire with the usual extended coverage endorsements. It is understood and agreed that Tenant assumes all risk of damage to its own property arising from any cause whatsoever, including, without limitation, loss by theft, burglary or otherwise.

Section 7.3 Insofar as and to the extent that the following provision may be effective without invalidating or making it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in the Commonwealth of Massachusetts (even though extra premium may result therefrom): Landlord and Tenant mutually agree that with respect to any loss which is covered by insurance then insurance and suffering said loss releases the other of and from any and all claims with respect to such loss; and they further mutually agree that their respective insurance companies shall have no right to subrogation against the other on account thereof. In the event that extra premium is payable by either party as a result of this provision, the other party shall reimburse the party paying such premium the amount of such extra premium. If at the written request of one party, this release and non-subrogation provision is waived, then the obligation of reimbursement shall cease for such period of time as such waiver shall be effective, but nothing contained in this Section shall be deemed to modify or otherwise affect releases elsewhere herein contained of either party for claims.

Section 7.4 Tenant covenants and agrees that it will not do or permit anything to be done in or upon the Premises or bring in anything or keep anything therein, which shall increase the rate of insurance on the Premises or on the Shopping Center above the standard rate on said Premises; and Tenant further agrees that in the event it shall do any of the foregoing, it will promptly pay to Landlord on demand and such increase resulting therefrom, which shall be due and payable as additional rent .

Section 7.5 The Tenant agrees to use and occupy the Premises at its own risk; and that the Landlord shall have no responsibility or liability for any loss of or damage to fixtures or other personal property of the Tenant.

Section 7.6 All insurance required of Tenant hereunder shall be effected under valid and enforceable policies issued by insurers of recognized responsibility.

LANDLORD'S REMEDIES

Section 8.1 Any one of the following shall be deemed to be an "Event of Default":

A. Failure on the part of the Tenant to make payment of rent or any other monetary amount required hereunder on the date the same is due.

B. With respect to a non-monetary default under this Rental Agreement, failure of the Tenant to cure the same within 15 days of notice of such default from Landlord. The Tenant shall be obligated to commence forthwith and to complete as soon as possible the curing of such default; and if the Tenant fails so to do, the same shall be deemed to be an Event of Default.

Section 8.2 Should any Event occur notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance, the Landlord lawfully may, in addition to any remedies otherwise available to the Landlord, immediately or at any time thereafter, and with the necessity or requirement or making any entry, send written notice to the Tenant demanding that Tenant vacate the Premises and terminating this Rental Agreement; and upon the first to occur of: (i) Tenant's vacating the premises as aforesaid; or (ii) the expiration of the fifteenth (15th) day following mailing of such notice of termination, this Rental Agreement shall terminate.

Section 8.3 In the event of such termination, the Tenant covenants and agrees to indemnify and hold harmless the Landlord from and against any and all loss of rent, damages and other costs and expenses incurred by the Landlord by reason of such termination including reasonable attorneys' fees, court costs, brokerage and other costs or relating including, but not limited to, the reasonable cost incurred in cleaning, and repainting the Premises in order to relet the same; and moving and storage charges incurred by Landlord in moving Tenant's belongings and to reimburse Landlord for the same from time to time upon demand of the Landlord. The Tenant further agrees that it will upon demand pay to the Landlord in the event of such termination a sum equal to the amount by which the rent and other charges herein reserves for the balance of the term hereinabove specified exceeds the actual rents received, if any, for the Premises for the balance of said term.

Section 8.4 The Landlord shall in no event be in default in the performance of any of the Landlord's obligations hereunder unless and until the Landlord shall have failed to perform such obligations within (30) days or such additional time as is reasonably required to correct any such default after notice by the Tenant to the landlord properly specifying wherein the Landlord has failed to perform any such obligation.

Section 8.5 Landlord and their designees shall have the right to enter upon the Premises for the purposes of inspecting or making repairs to the same. If repairs are required to be made by Tenant pursuant to the terms thereof, Landlord may demand that Tenant make the same forthwith, and if Tenant refuses or neglects to commence such repairs and to complete the same with reasonable

dispatch, after such demand, Landlord may (but shall not be required so to do) make or cause such repairs to be made and shall not be responsible to Tenant for any loss or damage that may accrue to its stock or business by reason thereof. If Landlord makes or causes such repairs to be made, Tenant agrees that it will forthwith, on demand, pay the Landlord the cost thereof, and if it shall default in such payment, Landlord shall have the remedies provided in Sections 9.1 through 9.5 and Section 11.2 hereof.

SURRENDER

Section 9.1 The Tenant shall at the expiration or other termination of this Rental Agreement remove all Tenant's goods and effects from the Premises (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the Tenant either inside or outside the Premises). Tenant shall deliver to the Landlord the Premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Premises, in the good and tenantable condition, reasonable wear and tear and damage by fire or other casualty, only, expected. In the event of the Tenant's failure to remove any of Tenant's property from the premises, Landlord is hereby authorized, without liability to Tenant for loss or damage thereto, and at the sole risk of Tenant, to remove and store any of the property at Tenant's use, or to remain same under without notice, and or all of the property not so removed and to apply the new proceeds of such sale of the payment of any sums due hereunder, or to destroy such property.

MISCELLANEOUS PROVISIONS

Section 10.1 Waiver Failure on the part of the Landlord to complain of any action or non-action on the part of the Tenant, no matter how long the same may continue, shall never be deemed to be a waiver by the Landlord or any of his rights hereunder. Further, it is covenanted and agreed that no waiver at any time of any of the provisions hereof by the Landlord shall be construed as a waiver of any of the other provisions hereof, and that a waiver at any time of any of the provisions hereof shall be construed as a waiver at any subsequent time of the same provisions. The consent or approval of the Landlord to or of any action by the Tenant requiring the landlord's consent or approval shall not be deemed to waive or render unnecessary the Landlord's consent or approval to or of any subsequent similar act by the Tenant. Any consent required of Landlord in any provision of this Rental Agreement may be withheld by Landlord in its sole discretion unless the Landlord shall not withhold such consent unreasonably.

No payment by the Tenant, or acceptance by the Landlord, of a lesser amount than shall be due from the Tenant to the Landlord shall be treated otherwise than as a payment on account. The acceptance by the Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and the Landlord may accept such check without prejudice to any other rights or remedies which the Landlord may have against the Tenant.

Section 10.2 Landlord's Fees and Expenses

Unless prohibited by applicable law, the Tenant agrees to pay to Landlord the amount of all legal fees and expenses incurred by the Landlord in enforcing the terms of this Rental Agreement and/or arising out of or resulting from any act or omission by the Tenant with respect to this Rental Agreement or the Premises; including without limitation, any breach by the Tenant of its obligation hereunder.

Section 10.3 Invalidity of Particular Provisions

If any term or provision of this Rental Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, shall not be affected thereby, and each term and provision of this Rental Agreement shall be valid and be enforced to the fullest extent permitted by law.

Section 10.4 Provisions Binding, Etc.

Except as herein otherwise expressly provided, the terms hereof shall be binding upon and shall insure to the benefit of the successors and assigns, respectively, of the Landlord and the Tenant. The reference contained to successors and assigns of the Tenant is not intended to constitute a consent to assignment by the Tenant, but has reference only to those instances in which the Landlord may later give written consent to a particular assignment.

Section 10.5 Notices

Any notice from the Landlord to the Tenant relating to the Premises or to the occupancy thereof, shall be deemed duly served if mailed to the Premises, certified mail, return receipt requested, postage prepaid, addressed to Tenant, or if served by a Constable with a copy to Tenant at the Premises. Any notice from the Tenant to the Landlord relating to the Premises or to the occupancy thereof, shall be effective if mailed to the Landlord, by certified mail, return receipt requested, postage prepaid addressed to the Landlord at the address set forth in Section 1.1 hereof or to such address as the Landlord may from time to time advise the Tenant in writing. Any notice mailed pursuant to this Section 11.5 shall be considered effective upon deposit with the United States Postal Service.

Section 10.6 Rules and Regulations

The Tenant agrees to comply with reasonable rules and regulations from time to time promulgated by the Landlord for the maintenance of the character and the smooth operation of the Shopping Center. Tenant acknowledged receipt of the rules and regulations currently in effect and which are incorporated herein by reference.

Section 10.7 Captions

The captions throughout this instrument are for convenience and reference only, and the works contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Rental Agreement.

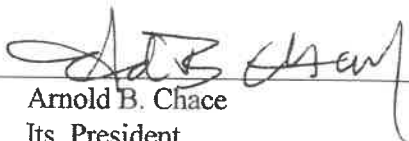
WITNESS the execution hereof under shall in any number of counterpart copies, each of which shall be deemed an original for all purposes as of the day and year first above written.

Witness:

MASHPEE COMMONS LIMITED PARTNERSHIP

NMS Associates, Inc.

By: _____



Arnold B. Chace
Its President

(LANDLORD)

25 Market Street Inc.

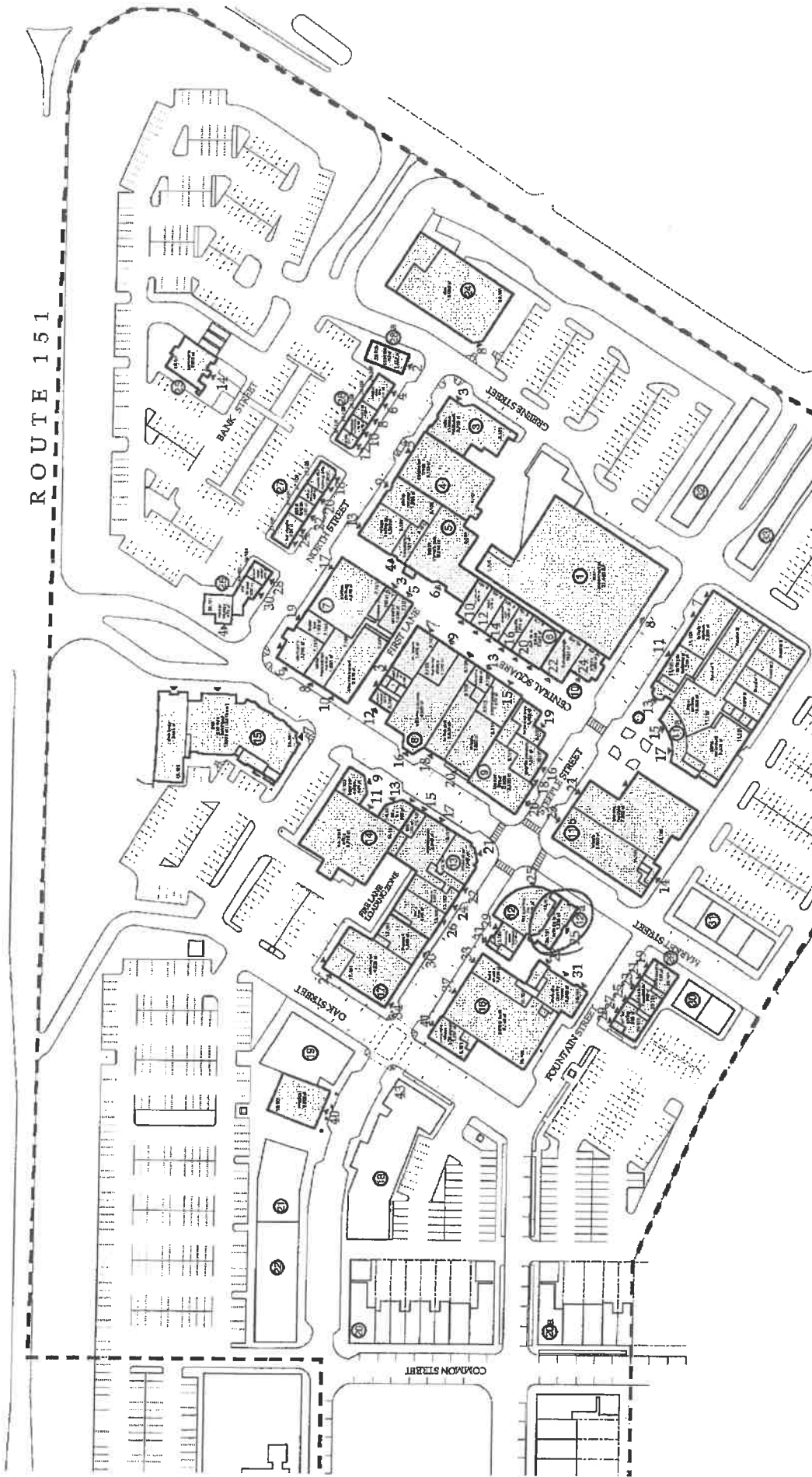


By: _____


Its Hereunto Duly Authorized

(TENANT)

ROUTE 151



Mashpee Commons Lease Plan

Exhibit A
13 April 2006

- Existing Building
- Proposed Building



AMENDMENT NO. 1. TO INDENTURE OF LEASE

THIS AGREEMENT, made as of the August 30, 2018 by and between MASHPEE COMMONS II LLC, (formerly Mashpee Commons L.P.), having an office at Mashpee Commons, P.O. Box 1530, Mashpee, Massachusetts 02649 (hereinafter referred to as the "Landlord"), and 25 Market Street Inc. d/b/a Trevi Café having a mailing address at P.O. Box 2127, Mashpee, MA 02649 (hereinafter referred to as the "Tenant").

WITNESSETH

WHEREAS, Landlord and Tenant have entered into a rental agreements;

The first being dated as of November 21, 2006 (the "Agreement") relating to certain premises located at 25 Market Street, Space 12A.101 consisting of 1160 sf on the 1st floor and 401sf on the 2nd floor, Mashpee, MA 02649 in the commercial development commonly referred to as Mashpee Commons, on a tract of land located primarily in the Town of Mashpee, County of Barnstable, Commonwealth of Massachusetts more particularly shown on Exhibit "A" annexed to the Agreement; and

The second being dated as of May 1, 2007 (the "Agreement") relating to certain premises located at 25 Market Street, Space 12A.202, consisting of 460 sf on the 2nd floor, Mashpee, MA 02649 in the commercial development commonly referred to as Mashpee Commons, on a tract of land located primarily in the Town of Mashpee, County of Barnstable, Commonwealth of Massachusetts more particularly shown on Exhibit "A" annexed to the Agreement; and

WHEREAS, the parties hereto desire to amend and modify the Agreements as set forth below.

NOW, THEREFORE, in consideration of the foregoing and for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. "Termination Date", is hereby amended from 12/31/16 to 12/31/2021
2. Minimum Rent on 12A.101 will be as follows:

1/1/17 to 12/31/17	\$25/sf
1/1/18 to 12/31/18	\$25/sf
1/1/19 to 12/31/19	\$25.50/sf
1/1/20 to 12/31/20	\$26.00/sf
1/1/21 to 12/31/21	\$26.50/sf
3. 2nd floor office space: 401 square feet of 2nd floor office space at the following gross rental amounts

1/1/17 to 12/31/17	\$16.50/sf
1/1/18 to 12/31/18	\$16.50/sf
1/1/19 to 12/31/19	\$17/sf
1/1/20 to 12/31/20	\$17.50/sf
1/1/21 to 12/31/21	\$18/sf

4. 2nd floor office space: 460 square feet of 2nd floor office space at the following gross rental amounts
- | | |
|--------------------|------------|
| 1/1/17 to 12/31/17 | \$16.50/sf |
| 1/1/18 to 12/31/18 | \$16.50/sf |
| 1/1/19 to 12/31/19 | \$17/sf |
| 1/1/20 to 12/31/20 | \$17.50/sf |
| 1/1/21 to 12/31/21 | \$18/sf |
5. Landlord will complete and pay for the following:
- Replace hot water heater
 - Replace 2nd floor door to exterior staircase.
6. Landlord shall be responsible for the non-routine repair and maintenance (including replacement as and when necessary) of the HVAC systems serving the Premises.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No.1 of lease as a sealed instrument in any number of counterpart copies, each of which counterpart copied shall be deemed an original for all purposes as of the day and year first above written.

MASHPEE COMMONS II LLC

Its sole member

By NMS Associates, Inc. its General Partner

By: 
(LANDLORD)

By: 
(TENANT)

AMENDMENT NO. 2. TO INDENTURE OF LEASE

THIS AGREEMENT, made as of December 21, 2021 by and between MASHPEE COMMONS II LLC, (formerly Mashpee Commons L.P.), having an office at Mashpee Commons, P.O. Box 1530, Mashpee, Massachusetts 02649 (hereinafter referred to as the "Landlord"), and 25 Market Street Inc. d/b/a Trevi Café having a mailing address at P.O. Box 2127, Mashpee, MA 02649 (hereinafter referred to as the "Tenant").

WITNESSETH

WHEREAS, Landlord and Tenant have entered into a rental agreements;

The first being dated as of November 21, 2006 (the "101 Agreement") relating to certain premises located at 25 Market Street, Space 12A.101 consisting of 1160 sf on the 1st floor and 401sf on the 2nd floor, Mashpee, MA 02649 in the commercial development commonly referred to as Mashpee Commons, on a tract of land located primarily in the Town of Mashpee, County of Barnstable, Commonwealth of Massachusetts more particularly shown on Exhibit "A" annexed to the 101 Agreement; and

The second being dated as of May 1, 2007 (the "202 Agreement" and, together with the 101 Agreement, collectively and individually, the "Agreement" or "Agreements") relating to certain premises located at 25 Market Street, Space 12A.202, consisting of 460 sf on the 2nd floor, Mashpee, MA 02649 in the commercial development commonly referred to as Mashpee Commons, on a tract of land located primarily in the Town of Mashpee, County of Barnstable, Commonwealth of Massachusetts more particularly shown on Exhibit "A" annexed to the 202 Agreement; and

Both Agreements were amended on April 30, 2018 (amendment No. 1)

WHEREAS, the parties hereto desire to amend and modify the Agreements as set forth below.

NOW, THEREFORE, in consideration of the foregoing and for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Capitalized terms used herein but not separately defined herein shall have the definition set forth in the Agreement.
2. "Termination Date", is hereby amended from 12/31/21 to 12/31/26. The period of time from 1/1/22 to 12/31/26 is referred to herein as the "Extended Term".
3. Minimum Rent on 12A.101 for the 1160 sf of premises located on the 1st floor will be as follows during the Extended Term:

1/1/22 to 12/31/22	\$27/sf
1/1/23 to 12/31/23	\$27.50/sf
1/1/24 to 12/31/24	\$28/sf
1/1/25 to 12/31/25	\$28.50/sf
1/1/26 to 12/31/26	\$29/sf
4. 2nd floor office space: During the Extended Term Rent with respect to the 401 square feet of 2nd floor office space shall be at the following gross rental amounts:

1/1/22 to 12/31/22	\$18.50/sf
1/1/23 to 12/31/23	\$19.00/sf
1/1/24 to 12/31/24	\$19.50/sf

1/1/25 to 12/31/25 \$20.00/sf
1/1/26 to 12/31/26 \$20.50/sf

5. 2nd floor office space: During the Extended Term Rent with respect to the 460 square feet of 2nd floor office space shall be at the following gross rental amounts:
- 1/1/22 to 12/31/22 \$18.50/sf
1/1/23 to 12/31/23 \$19.00/sf
1/1/24 to 12/31/24 \$19.50/sf
1/1/25 to 12/31/25 \$20.00/sf
1/1/26 to 12/31/26 \$20.50/sf
6. Notwithstanding any language to the contrary in any lease, the Tenant is not required to serve breakfast.
7. Except as expressly provided in this Amendment No. 2 to Indenture of Lease, the terms and provisions of the Agreements, as previously executed by the parties, are hereby ratified and affirmed. Facsimile and .pdf signatures shall be binding as originals. This Amendment No. 2 to Indenture of Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No.2 of lease as a sealed instrument in any number of counterpart copies, each of which counterpart copied shall be deemed an original for all purposes as of the day and year first above written.

MASHPEE COMMONS II LLC

Its sole member

By NMS Associates, Inc. its General Partner

By: [Signature] 12/21/2021
(LANDLORD)

By: [Signature] as president
(TENANT)

24' 10"

Trevi
Cafe

Entrance

24' 10"

Additional
Tables

Chained off Area

Fountain

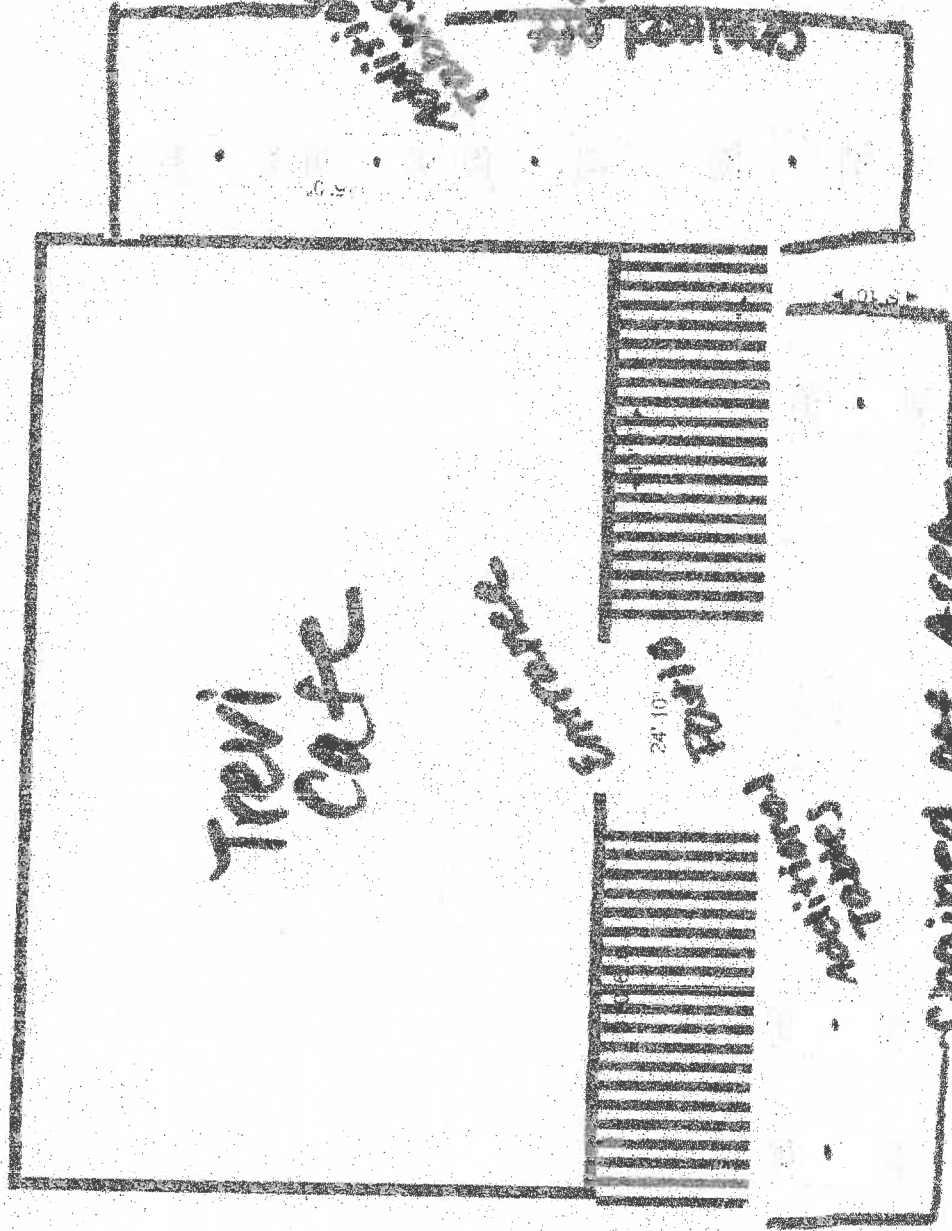
Additional
Tables

Sidewalk

Street

Exit

15' 9"





**PUBLIC HEARING NOTICE
MASHPEE SELECT BOARD
APRIL 24, 2023
(Continued from March 13, 2023)**

In accordance with the provisions of the Mashpee Home Rule Charter, Section 7-9, the Mashpee Select Board will conduct a continued session of the Public Hearing relative to the proposed removal of Mohamad Fahd as an appointed member of the Mashpee Community Garden Advisory Committee on Monday, April 24, 2023 at 7 p.m. in the Waquoit Meeting Room at Mashpee Town Hall, 16 Great Neck Road North, Mashpee, MA 02649.

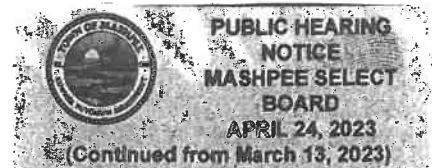
You may submit comments and questions via email to bos@mashpee.ma.gov prior to the meeting date and time.

Per Order of,

Select Board

David W. Weeden, Chair
John J. Cotton, Vice Chair
Thomas F. O'Hara, Clerk
Carol A. Sherman
Michaela Wyman-Colombo

Published April 14, 2023
Mashpee Enterprise



In accordance with the provisions of the Mashpee Home Rule Charter, Section 7-9, the Mashpee Select Board will conduct a continued session of the Public Hearing relative to the proposed removal of Mohamad Fahd as an appointed member of the Mashpee Community Garden Advisory Committee on Monday, April 24, 2023 at 7 p.m. in the Waquoit Meeting Room at Mashpee Town Hall, 16 Great Neck Road North, Mashpee, MA 02649.

You may submit comments and questions via email to bos@mashpee.ma.gov prior to the meeting date and time.

Per Order of,
Select Board

David W. Weeden, Chair
John J. Cotton, Vice Chair
Thomas F. O'Hara, Clerk
Carol A. Sherman
Michaela Wyman-Colombo

Published April 14, 2023

Summary Statement for Select Board Continued Hearing
Request to Remove Mohamad Fahd from
Mashpee Community Garden Advisory Committee (MCGAC)
Virginia Scharfenberg, Chair
April 24, 2023

My name is Virginia Scharfenberg. I am Chair of the Mashpee Community Garden Advisory Committee, referred to hereafter as the Committee. I was not able to attend the initial hearing of March 13, 2023 but tonight I represent 5 members of our six-member Committee. Normally we are seven, but we currently have an open seat.

We are requesting that Mohamad Fahd be removed from the Committee due to his persistent and deliberate disregard of Committee decisions as well as garden rules and protocols over the course of the 2023 garden season and up to this very moment.

It is important to note that the Select Board issued Community Garden Rules & Regulations in 2019 prior to the revitalized garden's first season in 2020, and that the Committee was given specific authority to enforce them.

Subsequent to a vote of No Confidence at our July 20, 2022 meeting, the Committee voted unanimously at its August 17, 2022 meeting to ask the Town Manager to forward to the Select Board our formal request for Mr. Fahd's dismissal.

We do not take this situation lightly. However, Mr. Fahd has consistently been contentious, unreasonable and unproductive as a Board member, and has greatly impeded our ability to conduct garden business at our meetings.

You were given an extensive packet of MCGAC documents for the initial hearing on March 13, 2023. Prior to the hearing, I had been told that a Committee member should be prepared to confirm that the Committee had voted to request the Select Board dismiss him and nothing else. To our surprise, that ended up not being the case and we were not prepared with a summary statement. The

purpose of my Statement today is to clarify the issues that have plagued us and to request his dismissal. I would prefer that my Statement could be shorter, but it is important to convey the information.

Unfortunately, much of the March 13th meeting revolved around Mr. Fahd's participation in the garden itself as a gardener and his subsequent removal by our Committee, per the Rules & per Regulations originally approved and promulgated by the Select Board in 2019. He was removed due to his inability or disinterest in following the rules as written and in complying with overall garden decisions of the Committee. This was a separate matter entirely.

What is under consideration today once again is only our request of the Select Board to dismiss him from our Committee.

The real issue is what has caused the remaining five members of the Committee to vote to remove Mr. Fahd as a Committee member. This vote was not a rash decision; it was long in coming and was not taken lightly. We had absolutely no desire to have this be such a public, time-consuming and prolonged process.

The reason I have decided to provide more details is to ensure that we all understand the necessity of his dismissal.

Reason #1

Mr. Fahd does not contribute as a member of the Board. He rarely participates in conversation and very often sits looking at his computer. He has never offered to lead projects and twice when small tasks were discussed he failed to follow through.

While garden rules explicitly mention up to two gardener volunteer hours per month, he has not offered even one hour since the garden began in 2019. These hours can be contributed at any time and do not have to be completed only when a group is present. When once asked why this was the case, he replied, "I'm a busy guy." The rest of us spend a lot of time organizing workdays and garden get togethers; he never participates in any way.

Reason #2

Mr. Fahd's disrespect of fellow Board members does not make for a well-functioning group.

One example: At the first Conservation Commission meeting last fall at which Mr. Fahd asked to be appointed as a land steward for the entirety of the Attaquin parcel - within which the community garden is located - he referred to our Board as "green" and not knowing what we are doing. In fact, my husband and I were leaders in the urban agriculture and community garden movement in Boston in the 1980's and 1990's, and we own an ecological land care business here in Mashpee. Committee member Lynn Harris is a Master Gardener and other Committee members have extensive gardening experience.

We could only interpret his effort before the Conservation Commission as one to attempt an end run around us and our directives about limiting individual gardening to the garden plots assigned within the fenced-in area. It should be noted that Conservation has jurisdiction only over the two pollinator gardens on the site, and that the Commission did not pursue his request.

Another example: Mr. Fahd has stated that the garden standards set forth by the Committee and its Rules & Regulations do not have to be enforced so strictly since it is not a "Master Gardener" garden, an obvious dig at Mrs. Harris when she mentioned that things were not tended to as they should be.

Reason #3

Mr. Fahd has not supported rules and procedures that ensure the beauty and ongoing care of the community garden and its place within the historic Attaquin property. In fact, he undermined some of our efforts.

Tax dollars from Mashpee residents have generously been given to this cause. Time is spent by many volunteers to maintain and beautify the entire area – inside and outside of the fenced in area. Weeds are removed, a native plant demonstration area is being created to show gardeners and the public how beautiful and beneficial these are, and trash that is thrown in the woods by non-gardeners is regularly cleaned up.

The DPW has been consistently supportive and helpful. We asked Mr. Fahd to stop using an area adjacent to the garden shed for his own experiments, which he refused to do. He encouraged more aggressive plants to grow in this same area, creating an appearance contrary to what the rest of the Committee expected.

When told that this area was going to be renovated to create a better composting solution, Mr. Fahd went straight to Catherine Laurent to attempt to stop the process without communicating with the rest of the Committee first. Mr. Fahd was insistent that he was not going to give up “his” garden area even though all areas he planted outside of his assigned garden bed were planted without permission from any Town official and definitely not from the Committee.

We ultimately requested DPW to clean up the area and implement their excellent suggestion to create a clean, attractive and functional space there for garden debris disposal.

Over the last couple of years we have spoken to Mr. Fahd about the upkeep of his garden bed and adjacent pathways, and the negative standard he sets as a Board member for other gardeners. Many weeds were allowed to grow. While we have no objection to his description of some of these as edible medicinals, the Rules still require tidiness and well maintained garden pathways.

He insisted that he could do whatever he wanted, wherever he wanted, creating a separate garden area in a space he hacked out of the surrounding wooded area. He didn’t care that this could send a message to our 34 gardeners to do whatever they wanted anywhere on the Attaquin property. He refused to relocate his plants elsewhere and would not remove any of it.

Reason #4

Mr. Fahd sees rules as only applying to others. His disregard of them has been blatant and disrespects the purpose of the Committee and the judgment of its members. He also sets a negative example for fellow gardeners through his actions.

In an attempt to try to solve the impasse between the Committee and Mr. Fahd, the Town Manager met with Mr. Fahd and two of his friends some days before our scheduled January 18, 2023 Committee meeting. They developed a proposed compromise for Committee consideration: If the Committee accepted Mr. Fahd’s

proposed revisions to our Rules & Regulations and reinstated him as a gardener, he would agree to resign from the Committee rather than go before the Select Board for a hearing. The Town Manager informed me shortly before our January 18th meeting that his meeting had taken place. I agreed to put the resultant proposal on the agenda.

It should be noted that, having been a member of the Committee since 2019, Mr. Fahd never asked to discuss the Rules and present proposed changes and his reasons and rationale. (The Rules were discussed at least ten times during the past several years.)

The entire Committee went through the existing Rules as well as Mr. Fahd's newly proposed rules, comparing them one by one. A vote was taken to see if the rules brought before the Committee should be adopted. The vote was overwhelmingly against the adoption of the proposed rules since it was clear that the only one who would benefit from the changes was Mr. Fahd.

If they had been approved, vegetation would be allowed to fill the walkways, warnings would not be issued to any rule violators in a timely manner, gardeners who are not in good standing would be allowed to renew their membership, individuals or groups would be allowed to hold events in the garden without explicit approval and coordination with the Committee, and anyone would be allowed to plant anything anywhere on the Attaquin property. The rationale behind the vote was requested by the Town Manager and was detailed in an email sent to him by me on February 24th..

There were more rules proposed but it should be clear that if the Committee had agreed to the proposed rules the beautiful, well-kept space that we all see now would cease to exist. That would be a terrible thing for all concerned who have spent many dollars and many hours to create this special place we call the Mashpee Community Garden.

Reason #5

Mr. Fahd could not have been too concerned with the operation of the garden nor his responsibilities as a Board member if his attendance record is an indicator of such.

In 2022 alone he was absent from 4 regularly scheduled Committee meetings. In addition, he left prior to adjournment 2 other months. He attended the March 2023 Board meeting only to demand that a specific statement (totally out of any context) be added to the Minutes of January 18, 2023 (tabled for review again on April 19th) and left 25 minutes into the meeting.

Conclusion

Any board member, no matter the organization, has a duty to be involved in its operation. That means being proactive in offering ideas, assistance, and relevant questions. It means going above and beyond to accomplish the goals that have been set by rolling up one's sleeves, having conversations with those being served and with those you are working with. If any board member is not willing to put in the work they have been asked to do and agreed to perform, then they are a hindrance – occupying a seat that could be filled by someone who is truly interested in advancing the cause of the organization. We are asking to have the seat that is currently occupied by Mr. Fahd vacated so that it may be filled by someone who has that same vision of a beautiful, safe, and community-spirited garden for all to enjoy.

Re: 4/24/23 Statement re. Request for Mohamad Fahd dismissal

Rodney C. Collins <rccollins@mashpeema.gov>

Wed 4/19/2023 3:55 PM

To: Virginia Scharfenberg <v...>

Ginny,

In terms of any "prepared statement" at the last meeting, it was presumed that the merit of the documents linked to the complaint would be submitted (as they were) and questioned for accuracy, if necessary, which they were not.

Select Board members should have the materials from the March 13th meeting but please submit so there is no question. It is unfortunate that a Garden Committee member resigned over the last hearing date.

The focus point at this juncture should be relevant testimony (which this statement is) and any evidence (exhibits) to be submitted. I agree that any and all relevant testimony and evidence should be submitted Monday night. After your "statement," Mohamad or his representative will be afforded to ask you questions. Likewise, you would be afforded the opportunity to ask any questions of a person who provides testimony on Mohamad's behalf. At the conclusion of the testimony, each party should be provided with an opportunity to give a summary of their position. The Select Board will then be empowered to determine if "good cause" exists to remove him or whether no action is necessary based upon the preponderance of evidence.

If you have any other questions, please don't hesitate to contact me.

Rodney C. Collins | Town Manager

Town of Mashpee

16 Great Neck Road North, Mashpee, MA 02649

Office: 508.539.1401 | Fax: 508.539.1142

*"Preserving public trust and providing professional services."*

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Warning: The content of this message and any response may be considered a Public Record pursuant to Massachusetts General Law.

From: Virginia Scharfenberg**Sent:** Wednesday, April 19, 2023 3:34 PM**To:** Rodney C. Collins <rccollins@mashpeema.gov>**Cc:** Virginia Scharfenberg**Subject:** 4/24/23 Statement re. Request for Mohamad Fahd dismissal

Attention!: Links contained herein may not be what they appear to be. Please verify the link before clicking! Ask IT if you're not sure.

Rodney – Attached is the Statement I plan to present at the Select Board's continued hearing regarding our request for Mohamad Fahd's dismissal on April 24, 2023. We would appreciate your including this in the Select Board packet that is prepared prior to their meeting. I am not sure if Select Board members will have materials from March 13th meeting on hand and if some of them may need to be provided again. Please advise.

I had planned to speak a shorter version of this document. I have decided, however, that since we were not able to present a prepared statement on March 13th, having been told that we would not need to, we need to be very clear and adequately detailed in our presentation of our case next Monday.

Virginia Scharfenberg | President

Mashpee Community Garden Advisory Committee (MCGAC)

<https://www.mashpeema.gov/mashpee-community-garden-advisory-committee>

**MASHPEE COMMUNITY GARDEN ADVISORY COMMITTEE (MCGAC)
MEETING MINUTES**

**January 18, 2023 7:00 P.M.
Popponessett Meeting Room**

PRESENT: Virginia Scharfenberg, Sheryl Carberry, Frank Gallelo, John Carter, Lynn Harris, Mohamad Fahd, Kirsten Nordstrom

OTHER ATTENDEES: Lynne Barbee, Surf Drive

CALL TO ORDER Chairwoman Scharfenberg called the meeting to order at 7:00 pm.

Meeting Minutes for November 16, 2022

Lynn Harris made a motion to approve the November 16, 2022 MCGAC meeting minutes.

Motion seconded by Frank Gallelo.

Motion passed by unanimous consent.

COMMUNICATIONS and CORRESPONDENCE – none to report.

PUBLIC COMMENT:

Lynne Barbee stated that she was interested in the discussion with regard to the Rules and Regulations.

REPORTS:

- Garden Events Early 2023 – Virginia Scharfenberg and Frank Gallelo

Mr. Gallelo stated that he spoke with Jay Sprout of Sprout Farm about being a guest speaker at a gardening event. Mr. Sprout said he would love to do it. The event will take place on Saturday February 11, 2023 at the Mashpee Public Library. The event will be focused on planting your garden organically, getting off to a good start, picking the right varieties to plant, preparing the soil, feeding hungry plants, keeping out weeds and harmful insects , harvesting the fruits of your labor and fertilizing.

Chair Scharfenberg stated that she will let the Members of the Garden Club know about the event.

- Revised Rules and Regulations review and comment by Kirsten Nordstrom

Chair Scharfenberg stated that she felt it appropriate to combine this section of the agenda with bullet #4 "Board Member Status".

Mr. Fahd asked why the Rules & Regulations are changing. Chair Scharfenberg explained that the Committee had been in discussion on this subject for 3 to 4 months.

She went on to explain that the Committee has been discussing adding an explanatory document to the existing Rules and Regulations that were voted on by the Select Board in 2019. This added document is intended to provide more clarity to the Gardeners.

Chair Scharfenberg went on to explain that in Mr. Fahd's mediation meeting with the Town Manager, Mr. Fahd agreed to resign as a Board Member if his version of the Rules and

Regulations was accepted by the Committee and if the Committee allows him to continue as a Gardener.

Mr. Fahd's proposed Rules and Regulations were reviewed and discussed at length, with the discussion pointing out that key rules in the existing Rules and Regulations were excluded from his version, i.e. #7-Gardener Volunteer Hours and #24-Board Authority to Resolve Conflicts, Refuse a Plot to a Gardener or Dismiss a Current Gardener.

Lynn Barbie asked what "In Good Standing" means.

The response was that a Gardener must have paid their annual fee, filled out the application, signed the waiver and, if a returning Gardener, has to have abided by the rules of the previous year.

(1) A person-by-person vote was taken as to whether to accept Mr. Fahd's revised Rules and Regulations, with minor edits based on meeting dialogue, to replace the existing Rules and Regulations.

Zero yes votes

Six no votes: Chair Scharfenberg, Sheryl Carberry, Frank Gallello, John Carter, Lynn Harris, Kirsten Nordstrom,

One abstention: Mohamad Fahd

Revised Rules & Regulations did not pass.

The Board Chair stated that restoration of Mr. Fahd as a community gardener was moot since the Board had previously voted him out for reasons that still stood.

(2) Lynn Harris made a motion to resubmit a request to the Select Board to remove Mohamad Fahd from Mashpee Community Garden Advisory Committee (MCGAC). Motion seconded by Frank Gallello.

Motion to resubmit was passed by unanimous consent.

- DPW Garden Debris Platform

It was stated that the platform is in and the compost bins have been removed.

- Board Member Status.

See above; Revised Rules and Regulations review and comment by Kirsten Nordstrom.

OLD BUSINESS:

None at This Time.

NEW BUSINESS:

- Garden Communication Regarding Members' 2023 Registration Requirements

Chair Scharfenberg said she will be sending out a comprehensive email to the 34 Garden Members to remind them of the registration requirement to renew their memberships for calendar year 2023. The email will include a "save the date" note about the upcoming Gardening Event with Mr. Sprout.

- Develop List of Proposed Board Committees and Assignment/Potential Assignments Drawing on Board Members and Community Gardeners

The overall goal is to find out what gardeners' areas of expertise are and see how we might call on them to help out.

Sheryl Carberry agreed to assist Chair Scharfenberg in creating an email to reach out to the Gardeners and Board/Committee Members.

The Chair stated that last November a list had been compiled of areas where gardeners might help the Board:

- Taking care of the shed and taking care of native plant garden
- Helping with publicity and helping with planning gardening events
- Welcoming new Gardeners
- Keeping volunteer hour charts (currently being done by Polly Minugh)
- Finding someone with graphic design experience

The Chair stated that she will speak with Conservation Agent Drew McManus about the Committee's potential interest in being approved as Land Steward for the two Town-owned pollinator gardens located on the same property as the community garden.

OTHER BUSINESS:

None at This Time.

ADJOURNMENT

Sheryl Carberry moved to adjourn the meeting; seconded by Lynn Harris. Unanimous vote to adjourn at 8:36 PM.

NEXT MEETING DATE: Wednesday, February 15, 2023 at Town Hall unless Zoom deemed necessary.

Respectfully Submitted,

Susan Donovan

Board Secretary

Answers re. Fahd Rules & Regs proposal

Virginia Scharfenberg

Fri 2/24/2023 5:14 PM

To: Rodney C. Collins <rccollins@mashpeeema.gov>

Cc: Virginia Scharfenberg

WARNING! EXTERNAL EMAIL: : This message originated outside the Town of Mashpee mail system and could be **harmful** ☹️. PLEASE DO NOT CLICK ON LINKS OR ATTACHMENTS unless you are absolutely certain the content is safe.

Greetings, Rodney -- I have numerous notes made for myself on the current version vs. Fahd proposed version of Rules & Regulations for MCGAC. In summary, his proposed changes eliminated every rule he did not want to comply with and created the possibility of actions and events that would not fit with the garden protocols and Committee oversight/coordination of garden activities. For instance:

--His rule #1 leaves out the requirement that a gardener can renew if "in good standing". He has tried to renew this year; he is not in good standing and was expelled from the garden last fall. He is trying to circumvent this requirement.

--His rule #5 indicates two 30-day warnings for neglected garden; the season would almost be over if this were enacted and no wait list gardener would be able to avail herself of the plot. We give warnings with much tighter time frame now.

--His rule #6 allows for "plant life" in aisles, which reflects his refusal to weed as required of all gardeners.

--His rule #11 does not include the detail in current rule #15 regarding need for invasives control. He wanted to keep whatever he wanted wherever it was during gardening season in 2022.

--His rule #14 regarding watering does not include the detail needed as indicated in current #19.

--His rule #18 says email list of gardeners will be given to all gardeners; this leaves gardeners open to potential harassment. We are still figuring out a reasonable way to share emails when and if appropriate. His proposal would have allowed him to communicate with gardeners he has made uncomfortable.

--His rule # 19 would allow individuals or a group to organize an event by just notifying the Committee. This could end up with events that don't fit the overall purpose of the garden or information that is inappropriate to convey. I would note that he never once over the years has participated or helped out with any event or workday the Committee planned.

--His rule #20 would allow for activities in and around the community garden, per 1998 Town policy document about beautification etc. This seeks to circumvent the directive we had that no one could plant whatever they wanted outside of the community garden (which could by default permit 34 gardeners to expand however they wanted outside of the community garden defined space).

--His rule #21 is phrased to circumvent the current rule #24 that gives the Committee the authority to resolve conflicts, refuse a plot to a gardener or dismiss a current gardener. Our rule #24 has been the basis for our 6-month attempt to both dismiss him from the Board and our decision to dismiss him from the garden.

The Committee voted unanimously (with his choosing not to vote) NOT to accept his proposed Rules & Regulations.

I am available by phone to discuss anything you want while in the Berkshires through March 4th and while in Florida March 6th - 21st. I will have to join the 3/13/23 Select Board meeting by Zoom I guess. I could ask a Committee member to read a statement, but I am not sure any of them would be comfortable making further comment.

Virginia Scharfenberg | President
Mashpee Community Garden Advisory Committee (MCGAC)

MASHPEE COMMUNITY GARDEN
RULES AND RESPONSIBILITIES

Proposed rules
from
FAHD

The Mashpee Community Garden Advisory Committee is composed of Mashpee resident volunteers appointed by the Select Board. It is under the jurisdiction of the Historic District Commission and reports to the Town Manager. It has 7 members, who serve 3 year terms and who annually elect a Chair, Vice Chair and Secretary. The Committee will post current information on the Garden Advisory page on the Town website. Monthly Advisory Committee meeting invitations and corresponding agendas will be sent to all gardeners. Agenda items may be added by request. All meetings are open to the public. Agendas, meeting time/place, approved minutes and meeting packets will be posted on the MCGAC page on the Town website in a timely manner.

The Advisory Committee has the responsibility to enforce the following rules. It has the authority to resolve conflicts with due diligence and respect. For questions, suggestions, or issues, please contact the Mashpee Community Garden Advisory Committee:

1. Mashpee residents who are returning gardeners and submit a complete application (including indemnity form and paid fee) by March 1, will be given first preference to plots each year, and shall have priority to keep the same plot. New plots will be assigned based on the wait list or on a first come, first served basis of completed applications. The current wait list shall be posted on the MCGAC page on the Town website.
2. Each plot must be cleaned out at the end of the growing season - no later than November 1. Use of a mulch and/or a cover crop is encouraged. A winter extension for plantings shall be granted with written notice to the Advisory Committee prior to November 1.
3. Children (under 16 years) must be supervised at all times. Pets are not permitted in the garden.
4. All trash and plant refuse must be removed from the site-by the respective gardener.
5. When a plot appears neglected, the gardener will receive a first written warning, with 30-day notice for action. A second written warning with 30-day notice will follow if no response or action. If there is no response/action after the second warning, the plot may be cleared and reassigned. Vacant plots will be reassigned based on the wait list. There are no refunds on fees paid.
6. The paths around each plot shall be maintained by its assigned gardener. Some plant life can be allowed to grow. For questions, please contact the Advisory Committee.
7. Gardeners temporarily unable to care for their plots due to illness or vacation should inform the Advisory Committee, and may arrange for an alternate to provide that care.
8. Gardeners who decide not to use their plots should contact the Advisory Committee promptly. If there is no evidence of activity on a plot by June 1, the gardener will receive a second warning notice, as per rule 5 (above), and it will be reassigned. There are no refunds on fees paid.

MASHPEE COMMUNITY GARDEN
RULES AND RESPONSIBILITIES

FAHD Proposal

9. Green and/or dry mulch is encouraged. Non-organic mulch and wood chips are not permitted. Organic fertilizers, insecticides, and weed repellents may be used that are OMRI listed (Organic Materials Review Institute) or CDFA Registered (California Dept. of Food and Agriculture) products.
10. Tall plants such as corn or sunflowers may be planted if they do not shade a neighboring plot. The growing of marijuana is prohibited at the Community Garden.
11. Invasive plants such as mint, catnip, raspberries, morning glory are not permitted. For questions, and a more complete list, please contact the Mashpee Community Garden Advisory Committee.
12. Fencing of any kind is prohibited. Business signage or advertising in one's plot is not permitted.
13. Picking from someone else's plot is prohibited even if it appears to be abandoned.
14. Water is available at the garden between April 1 and October 31. Timers, sprinklers and irrigation hoses are not permitted.
15. Gardeners may store small personal items in the on-site shed in the cubby with the corresponding number as their plot. The Town provides some tools (wheelbarrow etc.). These shared items must be returned after use.
16. All gardeners will receive a lock code to access the Community Garden upon assignment of a plot.
17. The small parking area can accommodate up to six (6) vehicles at a time. Please use extreme caution when entering/exiting the lot; do not back out onto Route 130/Main Street. Alternate parking is available at the Mashpee Community Park across from Town Hall.
18. Emailing will be the primary means of communication between gardeners. An updated email list will be provided to all gardeners at the season start and as needed.
19. Single individuals or a group of gardeners may plan special projects and events, in coordination with or by notifying the Committee. Voluntary participation is encouraged. The Committee will facilitate and support activities as needed or requested.
20. All activities in and around the community garden should follow the 1989 Town property use policy and other policies in effect.
21. Disputes between gardeners shall be resolved by the Advisory Committee; disputes between gardeners and the Advisory Committee may be appealed to the Town Manager. All conflicts and penalties are subject to due process and a just cause determination by the Town Manager.

**MASHPEE COMMUNITY GARDEN
RULES AND RESPONSIBILITIES**
(Amended & Approved January 28, 2019 - Board of Selectmen)

CURRENT

Ensuring an enjoyable gardening experience for all the gardening community is our primary goal. For that reason, please observe the rules of the garden and be a good neighbor. Rules for "good standing" status and general information are outlined below:

1. Mashpee residents and returning gardeners (i.e. plot holders) in good standing who submit applications, indemnity forms, and checks by March 1st will be given first preference to plots each year on a first come, first served basis. After March 1st, vacant plots will be assigned in the order that complete applications are received.
2. Gardeners must apply, complete an Indemnity Form, and pay the required fee each year. Returning gardeners who apply by March 1st may keep the same plot.
3. Each plot must be completely cleaned out and returned to its original condition at the end of the season – no later than November 1st. Written approval by the Advisory Committee for all winter crops is required prior to November 1st. All plots are approximately 8' x 8'.
4. No item may be brought into the garden that will compromise the safety of the site or its users.
5. Children must be supervised at all times. Children and other visitors are not permitted in the garden unless accompanied by an authorized gardener, who assumes full responsibility for their behavior.
6. Pets are not permitted in the garden.
7. Gardeners will be asked to volunteer up to 2 hours per month to assist with the upkeep of the entire garden during the growing season.
8. Gardeners are encouraged to visit their plots at least once a week; and their plot and its surrounding pathways must be kept free from weeds and trash. All trash, weeds and diseased plants must be promptly removed from the garden area and taken with you for disposal.
9. If a plot becomes neglected or overgrown with weeds, the gardener will receive a written warning. If no action is taken after a 2nd warning, the plot will be cleared and reassigned. There are no refunds on fees paid.
10. Gardeners who may be briefly unable to care for their plots due to illness or vacation should ask a fellow gardener or alternate for assistance; and keep the Advisory Committee Informed.
11. Gardeners who decide not to use their plot should contact the Advisory Committee, so it may be reassigned to someone on the waiting list. If there is no evidence of activity at a plot by June 1st, it may be reassigned. ~~There are no refunds on fees paid.~~
12. Biodegradable mulch such as compost, leaves, and straw are encouraged for water conservation and minimization of weeds. Non-organic or chemically treated mulch and wood chips are not permitted. Black plastic is allowed, but it must be removed at the end of the season.

**MASHPEE COMMUNITY GARDEN
RULES AND RESPONSIBILITIES**
(Amended & Approved January 28, 2019 - Board of Selectmen)

CURRENT

13. Only organic fertilizers, insecticides, and weed repellents may be used that are OMRI listed (Organic Materials Review Institute) or CDFA Registered (California Dept of Food and Agriculture) products.
14. Tall plants such as corn or sunflowers may only be planted if they do not shade your neighbor's plants. The growing of marijuana is prohibited at the Community Garden.
15. Invasive plants must be avoided such as mint, catnip, raspberries or anything else which might grow or re-seed beyond your plot and intrude into adjacent pathways or plots. For questions, please contact the Mashpee Community Garden Advisory Committee.
16. Fencing of any kind is prohibited without prior written approval of the Advisory Committee.
17. Business signage or advertising in your plot is not permitted.
18. Picking from your neighbor's garden is prohibited even if it appears to be abandoned.
19. Water is available at the garden. However, each gardener must ensure water use is not excessive and the spigot is turned off when not in use. Hoses will be available for use between April 1 and October 31 each year. Timers, sprinklers and irrigation hoses are not permitted.
20. Gardeners may store small personal items in the on-site shed such as gloves and simple gardening tools in the cubby with the corresponding number as their plot. This shed is also used to house shared equipment that the Town provides (wheelbarrow, hose, etc.). Gardeners will be given the combination for accessing the shed. It is extremely important that you always lock it upon leaving the garden, and that shared items are returned immediately after use.
21. All gardeners will receive a key or lock code to the Community Garden upon assignment of a plot.
22. No vehicles are permitted in the garden. The small parking area on site can accommodate up to six (6) vehicles at a time. Please use extreme caution when entering/exiting the lot and, under no circumstances, should vehicles back-out onto Route 130. Alternate parking is available at the Mashpee Community Park across from Town Hall.
23. The Mashpee Conservation Department has planted two pollinator gardens on the property and has also installed butterfly boxes throughout. Please enjoy these features but do not disturb them. Anyone interested in volunteering to assist the Conservation Department with maintenance of the pollinator gardens, should contact them at 508-539-1400.
24. The Mashpee Community Garden Advisory Committee has the duty of enforcing rules and making decisions regarding the Community Garden each year. They have the authority to resolve conflicts, refuse a plot to a gardener or dismiss a current gardener. Violation of these rules could affect the health and welfare of the entire garden – and should be reported to the Advisory Committee. For questions, suggestions, or issues, please contact the Mashpee Community Garden Advisory Committee through the Town Manager's Office, Mashpee Town Hall, 16 Great Neck Road North, Mashpee, MA 02649.

We hope everyone has a fun, relaxing, and rewarding Gardening Season
Mashpee Community Gardens Advisory Committee

MASHPEE COMMUNITY GARDEN ADVISORY COMMITTEE (MCGAC)
MEETING MINUTES
March 15, 2023 7:00 P.M.
Popponessett Meeting Room

PRESENT: Virginia Scharfenberg (via Zoom), Sheryl Carberry, Frank Gallelo, John Carter, Lynn Harris, Mohamad Fahd (departed the meeting at 7:25), Kirsten Nordstrom

OTHER ATTENDEES: Lynne Barbee

CALL TO ORDER: Lynn Harris called the meeting to order at 7:00 pm.

PUBLIC COMMENT: Lynne Barbee requested the spelling of her name be corrected on the minutes of the January 18, 2023 meeting along with some additions with regard to the discussion of the Rules and Regulations stating, "While the minutes include several sentences about the Rules and Regulations discussion, I believe the minutes should also reflect the effort by Mohamad Fahd and myself to offer a number of edits to the rules we proposed in order to come to some compromise with the rest of the Committee. Given the fact that this effort lasted about 50 minutes, I think a more thorough description of the discussion would provide a better, more accurate report of the process."

Meeting Minutes for January 18, 2023 – The minutes were tabled since Mr. Fahd requested that they include verbatim a question asked by a Board member about his behavior and intentions. The Chair stated that it would be out of context and was more appropriate to address in a letter from him if he so chose, and that she would confer with others to help determine if it should be added.

Lynn Harris made a motion to review the January 18, 2023 minutes at the April 19, 2023 MCGAC meeting. Mr. Fahd seconded the motion.

Motion was passed by unanimous consent.

COMMUNICATIONS and CORRESPONDENCE – none to report.

REPORTS:

- Select Board Meeting 3/13/23 – John Carter.

It was reported that the Public Hearing of the March 13, 2023 Select Board meeting was continued.

- Jay Sprout talk at Mashpee Public Library 2/11/23 – Frank Gallelo.

It was reported that the talk was very well received.

Sheryl Carberry suggested that a talk or presentation be offered monthly, bi-monthly or the first Saturday of every Month.

- Gardeners renewed to date and 2023 Wait List – Sheryl Carberry.

Sheryl reported that there are 12 people on the wait list. Some are not from Mashpee and will need to be removed. When Ginny returns they will go over the list and review available plots together.

- Remaining funds.

There is \$4,737.11 in remaining funds and it was suggested that some of the funds be used to complete the native plant garden, including an informational kiosk, additional cubbies and perhaps purchasing community garden tools.

Chair Scharfenberg suggest reaching out to local garden centers to inquire as to what plants are conducive to the very sunny native plant area.

Mr. Gallelo inquired about receiving donations from local businesses and Chair Scharfenberg stated that she will look into the process of accepting them.

OLD BUSINESS:

- Revised Rules and Regulations posted on website.

This item was tabled until the next MCGAC meeting on April 19, 2023.

- Changes to website.

Lynn Harris suggested the wording, "Mashpee Community Garden is open to Mashpee Residents only" be added to the very top of the website homepage. Chair Scharfenberg will look into the legality of adding this information as a header to the top of the web page. Lynn Harris also suggested adding the map of the garden to the website as well as updating the existing video presentation.

NEW BUSINESS:

- Approval and/or disapproval of 2023 garden applications.

Lynn Harris made a motion to approve the garden applications received to date with the exception of those not currently in good standing.

Sheryl Carberry seconded the motion.

Motion was passed by unanimous consent of those still in attendance at the meeting.

Sheryl Carberry made a motion to not approve Mohamad Fahd's garden application due to not being a Member in good standing.

John Carter seconded the motion.

Motion was passed by unanimous consent of those still in attendance at the meeting.

- Proposed Board Subcommittees.

Kirsten Nordstrom agreed to handle website ideas.

There was a discussion regarding organization and maintaining the shed and adding additional cubbies. Mr. Carter stated that the rule regarding tomato cages, fencing and trellises should be enforced and that gardeners should remove them at the end of the season.

Sheryl Carberry said that she will inquire with her Sister with regard to graphic design assistance.

OTHER BUSINESS:

- John Carter announced that he has submitted a letter of resignation and will be resigning from the Committee.

NEXT MEETING DATE: Wednesday, April 19, 2023, 7:00 P.M. at Town Hall unless Zoom deemed necessary.

ADJOURNMENT

Lynn Harris made a motion to adjourn the meeting.

Frank Gallelo seconded the motion.

Motion passed by unanimous consent.

Meeting adjourned at 8:30 P.M.

Respectfully submitted,

Susan Donovan
Board Secretary



**PUBLIC HEARING NOTICE
MASHPEE SELECT BOARD**

In accordance with the provisions of the Mashpee Home Rule Charter, Section 7-9, the Mashpee Select Board will conduct a Public Hearing relative to the proposed removal of Mohamad Fahd as an appointed member of the Mashpee Community Garden Advisory Committee.

Said public hearing will be conducted on Monday, March 13, 2023 at 6:30 p.m. in the Waquoit Meeting Room at Mashpee Town Hall, 16 Great Neck Road North, Mashpee, MA 02649.

You may submit comments and questions via email to bos@mashpee.ma.gov prior to the meeting date and time.



**PUBLIC HEARING
NOTICE
MASHPEE SELECT
BOARD**

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You may submit comments and questions via email to bos@mashpee.ma.gov prior to the meeting date and time.

Per Order of:

Select Board

David W. Weeden, Chair
John J. Cotton, Vice Chair
Thomas F. O'Hara, Clerk
Carol A. Sherman
Michaela Wyman-Colombo

March 3, 2023

Per Order of,

Select Board

David W. Weeden, Chair
John J. Cotton, Vice Chair
Thomas F. O'Hara, Clerk
Carol A. Sherman
Michaela Wyman-Colombo

"Preserving public trust and providing professional services"



Rodney C. Collins
Town Manager
508-539-1401
rccollins@mashpeeema.gov

Office of the Town Manager
Mashpee Town Hall
16 Great Neck Road North
Mashpee, MA 02649

February 23, 2023

Mohamad Fahd

Mashpee, MA 02649

Dear Mr. Fahd:

This letter shall serve notice pursuant to the Town of Mashpee Town Charter, Section 7-9: *Removals and Suspensions*, that the Mashpee Select Board may contemplate removing you from your appointed position on the Mashpee Community Garden Advisory Committee. Based on evidence, the pending removal may be necessary to protect the interests of the Town. The reasons for the contemplated removal are allegations of repeated disregard of the committee's "decisions, garden protocol and Mashpee Community Garden Advisory Committee rules and regulations over the course of the last year."

As you know, a complaint was issued against you by Chair Virginia Scharfenberg of the Mashpee Community Garden Advisory Committee. According to Chair Scharfenberg, your actions have "consistently undermined the purpose and charge" of the Community Garden Advisory Committee to provide a "collaborative, cooperative and enjoyable community garden experience." This information was articulated in a letter from Chair Scharfenberg on September 13, 2022. The allegations are deemed to be a reasonable basis that you are culpable of conduct unbecoming, insubordination to proper authority, inefficiency, or other good cause. It is my understanding that you have received copies of all materials submitted by Chair Scharfenberg.

In accordance with Town of Mashpee Town Charter, Section 7-9 (b), within five (5) days of receipt of this notice you may request a public hearing. Failure to request the public hearing within five (5) days of receipt of this letter shall be a waiver and the Appointing Authority shall make a final determination on your removal from the Mashpee Community Garden Advisory Committee in accordance with the Town Charter. If you wish to have a public hearing, it shall be scheduled on Monday, March 13, 2023 at 6:30 pm at the Waquoit Meeting Room, Mashpee Town Hall, 16 Great Neck Road North, Mashpee, Massachusetts. If you decide to have a public hearing, testimony may be offered and evidence may be introduced against you. You may be represented by counsel or a person of your choice. You will be provided with an opportunity to present evidence, call witnesses and to question any witness appearing at the hearing in defense of these charges. If you decide to resign as a member of the Community Garden Advisory Committee, no hearing will be scheduled.

If a public hearing is requested, protocols on the said hearing will be explained at the beginning of such hearing. However, if you have any questions in advance, please don't hesitate to contact me.

As you know, an attempt was made to mediate the differences articulated in this matter. No reconciliation could be reached.

The Select Board shall take final action pursuant to Section 7-9 (c) of the Mashpee Town Charter. (See enclosed)

Sincerely,

A handwritten signature in black ink, consisting of a stylized 'R' followed by a series of loops and a long horizontal stroke.

RODNEY C. COLLINS
Town Manager

Cc: Chair Scharfenberg
Select Board Office
Enclosure

- (f) Composition of Multiple Member Bodies - All multiple member bodies when established shall be composed of an odd number of members. Whenever the terms of office of a multiple member body are for more than one year such terms of office shall be so arranged that as nearly an equal number of terms as is possible will expire each year.

SECTION 7-9: REMOVALS AND SUSPENSIONS

Any appointed town officer, member of a multiple member body or employee of the town, not subject to the provisions of the state civil service law, or covered by the terms of a collective bargaining agreement which provides a different method, and whether appointed for a fixed or an indefinite term, may, for good cause, be suspended or removed from office, without compensation, by the officer or multiple member body which appoints such officers, members of multiple member bodies, or employees. The term cause shall include, but not be limited to the following: incapacity other than temporary illness, inefficiency, insubordination and conduct unbecoming the office. Any appointed officer, member of a multiple member body or employee of the town may be suspended from office by the officer or multiple member body which appoints such officers, members of multiple member bodies, or employees, if such action is deemed by said appointing authority to be necessary to protect the interests of the town. However, no suspension shall be for more than fifteen (15) days. Suspension may be concurrent with removal and shall not interfere with the rights of the officer or employee under the removal procedure given below. The appointing authority when removing any such officer, member of a multiple member body or employee of the town shall act in accordance with the following procedure:

- (a) A written notice of the intent to remove and a statement of the cause or causes therefore shall be delivered in hand, or by certified mail, return receipt requested, to the last known address of the person sought to be removed.
- (b) Within five (5) days following delivery of such notice the officer, member of a multiple member body or employee of the town may request a public hearing at which such person may be represented by counsel, shall be entitled to present evidence, call witnesses and to question any witness appearing at the hearing.
- (c) Between one (1) and ten (10) days after the public hearing is adjourned, or if the officer, member of a multiple member body or employee of the town fails to request a public hearing between six (6) and fifteen (15) days after delivery of the notice of intent to remove, the appointing authority shall take final action, either removing the officer, member of a multiple member body or employee of the town or notifying such person that the notice is rescinded. Failure of the appointing authority to take any action within the time periods as stated in this Section shall be deemed to be a rescission of the original notice and the officer, member of a multiple member body or employee shall, forthwith, be reinstated and any compensation of such officer, member of a multiple member body or employee which was withheld during such suspension shall be promptly paid. Nothing in this Section shall be construed as granting a right to such a hearing when a person who has been appointed for a fixed term is not reappointed when a fixed term expires.

**Town of Mashpee
Board of Selectmen**

Policy No: 078

Mashpee Community Garden Advisory Committee

I. PURPOSE

The Mashpee Community Garden Advisory Committee (MCGAC) is hereby established by the Town of Mashpee Board of Selectmen (Selectmen) to advise and assist the Town with respect to the creation, maintenance, and improvement of the Mashpee Community Garden located off 400 Main Street (Route 130), which property is owned by the Town of Mashpee and is under the jurisdiction of the Mashpee Historic District Commission, as well as various other Town-owned properties deemed to be suitable by the Town for garden use/improvements including, but not limited to, areas within the layouts of Town ways (collectively "Garden Sites").

The MCGAC's charge is to work in conjunction with Town officers/agencies and other interested organizations/individuals to:

- a) improve and enhance the value and appearance of the Community Garden and other Garden Sites;
- b) create a space and an opportunity for individuals, children, families and community organizations to cultivate gardens for food and flowers and to learn about growing fresh vegetables; and
- c) provide agricultural/horticultural educational programs, activities, and other related community benefits.

II. POLICY

The MCGAC shall be deemed a public multi-member body of the Town of Mashpee, serving as an advisory committee to the Board of Selectmen for the purposes stated herein, and it shall, accordingly, comport with all applicable provisions of General Law, Town Charter and Bylaws, relative to the conduct of its meetings and the execution of its duties and responsibilities.

III. DUTIES AND RESPONSIBILITIES

The duties and responsibilities of the MCGAC specifically include the following:

- a) develop and recommend a master plan for improvement and use of the Garden Sites;
- b) set specific goals/objectives for Garden Site improvements;
- c) make recommendations to the Town Manager with respect to implementation of those recommended improvements;
- d) help solicit private financial support for the Garden Sites and related activities conducted at said Sites;
- e) coordinate and supervise any volunteers providing services and participants engaged in gardening activities at the Community Garden and other Garden Sites; and
- f) work closely with Mashpee Public Works and other relevant Town Departments, the Mashpee Historic District Commission, Mashpee Historical Commission and other interested organizations

and individuals to ensure that the Community Garden and the other Garden Sites are well managed and maintained for the benefit of the entire Mashpee community.

IV. MEMBERSHIP

The MCGAC will consist of seven (7) members appointed by the Board of Selectmen for terms of three (3) years. The terms of all members shall run for three (3) years, *except* the terms of members appointed as of July 1, 2018, shall be adjusted and thereafter staggered as follows: two terms ending in 2019, two terms ending in 2020 and three terms ending in 2021, so that the terms of not more than three (3) members shall terminate in any single year. Committee members must be residents of the Town of Mashpee. Selectmen will fill all Committee vacancies which may arise upon notification thereof.

V. ORGANIZATION

The MCGAC will elect a Chairman, Vice Chairman and Secretary at its annual meeting, which will be held in July of each year, and it shall adopt such rules and regulations regarding its proceedings as the Committee shall deem appropriate.

VI. COORDINATION AND APPROVAL OF ACTIVITIES

The MGCAC shall report to, and all recommendations/actions undertaken by it shall be subject to approval by, the Town Manager or his designee.

*Adopted by the
Mashpee Board of Selectmen
May 21, 2018*

**Town of Mashpee
Board of Selectmen**

Policy No: 008

Control of Town Property

The Town Manager shall be responsible for the proper use of all Town property other than that under the control of the School Committee and the Conservation Commission.

The placement of ornamental objects on Town property, described above, shall be contingent on approval by the Town Manager. Nothing in this policy is intended to discourage the placement of flags, seasonal decorations, or plants and flowers on Town property.

The Board of Selectmen will consider appeals of decisions of the Town Manager if the reasons for the appeal are provided to the Board in writing.

***Adopted by the
Mashpee Board of Selectmen
September 18, 1989***

**MASHPEE COMMUNITY GARDEN
RULES AND RESPONSIBILITIES
(Amended & Approved January 28, 2019 - Board of Selectmen)**

Ensuring an enjoyable gardening experience for all the gardening community is our primary goal. For that reason, please observe the rules of the garden and be a good neighbor. Rules for "good standing" status and general information are outlined below:

1. Mashpee residents and returning gardeners (i.e. plot holders) in good standing who submit applications, indemnity forms, and checks by March 1st will be given first preference to plots each year on a first come, first served basis. After March 1st, vacant plots will be assigned in the order that complete applications are received.
2. Gardeners must apply, complete an Indemnity Form, and pay the required fee each year. Returning gardeners who apply by March 1st may keep the same plot.
3. Each plot must be completely cleaned out and returned to its original condition at the end of the season – no later than November 1st. Written approval by the Advisory Committee for all winter crops is required prior to November 1st. Eighteen plots are approximately 8' x 12' and two accessible raised beds are 4' x 8'.
4. No item may be brought into the garden that will compromise the safety of the site or its users.
5. Children must be supervised at all times. Children and other visitors are not permitted in the garden unless accompanied by an authorized gardener, who assumes full responsibility for their behavior.
6. Pets are not permitted in the garden.
7. Gardeners will be asked to volunteer up to 2 hours per month to assist with the upkeep of the entire garden during the growing season.
8. Gardeners are encouraged to visit their plots at least once a week; and their plot and its surrounding pathways must be kept free from weeds and trash. All trash, weeds and diseased plants must be promptly removed from the garden area and taken with you for disposal.
9. If a plot becomes neglected or overgrown with weeds, the gardener will receive a written warning. If no action is taken after a 2nd warning, the plot will be cleared and reassigned. There are no refunds on fees paid.
10. Gardeners who may be briefly unable to care for their plots due to illness or vacation should ask a fellow gardener or alternate for assistance; and keep the Advisory Committee informed.
11. Gardeners who decide not to use their plot should contact the Advisory Committee, so it may be reassigned to someone on the waiting list. If there is no evidence of activity at a plot by June 1st, it may be reassigned. There are no refunds on fees paid.
12. Biodegradable mulch such as compost, leaves, and straw are encouraged for water conservation and minimization of weeds. Non-organic or chemically treated mulch and wood chips are not permitted. Black plastic is allowed, but it must be removed at the end of the season.

**MASHPEE COMMUNITY GARDEN
RULES AND RESPONSIBILITIES
(Amended & Approved January 28, 2019 - Board of Selectmen)**

13. Only organic fertilizers, insecticides, and weed repellents may be used that are OMRI listed (Organic Materials Review Institute) or CDFA Registered (California Dept of Food and Agriculture) products.
14. Tall plants such as corn or sunflowers may only be planted if they do not shade your neighbor's plants. The growing of marijuana is prohibited at the Community Garden.
15. Invasive plants must be avoided such as mint, catnip, raspberries or anything else which might grow or re-seed beyond your plot and intrude into adjacent pathways or plots. For questions, please contact the Mashpee Community Garden Advisory Committee.
16. Fencing of any kind is prohibited without prior written approval of the Advisory Committee.
17. Business signage or advertising in your plot is not permitted.
18. Picking from your neighbor's garden is prohibited even if it appears to be abandoned.
19. Water is available at the garden. However, each gardener must ensure water use is not excessive and the spigot is turned off when not in use. Hoses will be available for use between April 1 and October 31 each year. Timers, sprinklers and irrigation hoses are not permitted.
20. Gardeners may store small personal items in the on-site shed such as gloves and simple gardening tools in the cubby with the corresponding number as their plot. This shed is also used to house shared equipment that the Town provides (wheelbarrow, hose, etc.). Gardeners will be given the combination for accessing the shed. It is extremely important that you always lock it upon leaving the garden, and that shared items are returned immediately after use.
21. All gardeners will receive a key or lock code to the Community Garden upon assignment of a plot.
22. No vehicles are permitted in the garden. The small parking area on site can accommodate up to six (6) vehicles at a time. Please use extreme caution when entering/exiting the lot and, under no circumstances, should vehicles back-out onto Route 130. Alternate parking is available at the Mashpee Community Park across from Town Hall.
23. The Mashpee Conservation Department has planted two pollinator gardens on the property and has also installed butterfly boxes throughout. Please enjoy these features but do not disturb them. Anyone interested in volunteering to assist the Conservation Department with maintenance of the pollinator gardens, should contact them at 508-539-1400.
24. The Mashpee Community Garden Advisory Committee has the duty of enforcing rules and making decisions regarding the Community Garden each year. They have the authority to resolve conflicts, refuse a plot to a gardener or dismiss a current gardener. Violation of these rules could affect the health and welfare of the entire garden – and should be reported to the Advisory Committee. For questions, suggestions, or issues, please contact the Mashpee Community Garden Advisory Committee through the Town Manager's Office, Mashpee Town Hall, 16 Great Neck Road North, Mashpee, MA 02649.

We hope everyone has a fun, relaxing, and rewarding Gardening Season
Mashpee Community Gardens Advisory Committee



Town of Mashpee

Mashpee Community Garden Advisory
Committee

16 Great Neck Road North
Mashpee, MA 02649

August 8, 2022

Mohamad Fahd

Mashpee, MA 02649

Dear Mohamad:

This letter covers several unresolved items and MCGAC Board of Directors decisions:

- You need to immediately desist from dumping the Diseased Plants barrel upside down into the compost bins. This counters the effort for responsible management of garden debris and diseased plant disposal and is disruptive to community gardeners' understanding of policies and procedures.
- You have not attended community garden gatherings and workdays planned by the Board; the intention of such events is to show Board collaboration and enthusiasm for the garden.
- You have refused to remove your exterior garden bed outside of community garden fencing as requested by the Board and itemized in detail in my email of June 10, 2022 to you. This is in violation of our Board decision. It is also in violation of Town of Mashpee Policy 8, attached, as confirmed by me with Assistant Town Manager Wayne Taylor. Please remove exterior bed now.
- At your request since your work was going to prevent you from attending the June 15, 2022 Board meeting, we had moved the agenda to the July 20, 2022 agenda. See attachments. You came to the meeting but chose to work at your computer throughout the meeting rather than participate, and also chose to leave just prior to discussion of the agenda item of concern to you.
- For a variety of reasons, including this action, the Board discussed your lack of cooperation and meaningful participation as a Board member. The result of the discussion was a motion for a vote of no confidence, which was passed unanimously by the remaining five Board members present at the July 20th meeting.
- This is an unfortunate situation but one for which there are consequences, including your removal from the MCGAC Board of Directors.

Virginia Scharfenberg

Virginia Scharfenberg | President

Mashpee Community Garden Advisory Committee (MCGAC)

<https://www.mashpee.ma.gov/mashpee-community-garden-advisory-committee>

<https://www.mashpee.ma.gov/mashpee-community-garden-advisory-committee>



Town of Mashpee

*Mashpee Community Garden Advisory
Committee*

*16 Great Neck Road North
Mashpee, MA 02649*

August 18, 2022

Select Board
Town of Mashpee
16 Great Neck Road North
Mashpee, MA 02649

RE: Request for Dismissal of Mashpee Community Garden Advisory
Committee (MCGAC) Board Member Mohamad Fahd

Dear Members of the Select Board:

The MCGAC Board of Directors has had concerns about Board member Mohamad Fahd for some time, based on a number his ongoing actions, refusal to comply with Board directives and garden rules, and lack of constructive engagement with the Board. At our July 20, 2022 meeting we unanimously passed a vote of No Confidence and as President I was asked to confer with the Select Board office about next steps for his dismissal.

We understand that since the Select Board appoints members of Town boards, the MCGAC Board needs to request a dismissal in order to do so. Understanding that, the MCGAC Board of Directors, at its August 17, 2022 monthly meeting, unanimously voted 6-0 to request the Select Board to dismiss Mohamad Fahd from his appointed directorship. (His 3-year term is scheduled to end June 30, 2023.)

Mr. Fahd had informed us that he would be writing a response to my August 8, 2022 email and letter sent via certified mail. He did not do so and asked to state his piece at the August 17th Board meeting. As of the meeting date he had not complied with the requests set forth in the letter, all of which had been raised during the course of the 2022 gardening season as well. The discussion resolved nothing; thus the above referenced motion to request dismissal from the Select Board was passed. Mr. Fahd voted for it as well, stating that he wanted to present his case to the Select Board.

Please advise if you need anything else and whether this might appear on the agenda for Monday, August 22, 2022 Select Board meeting.

Virginia Scharfenberg | MCGAC President



Town of Mashpee

Mashpee Community Garden Advisory
Committee

16 Great Neck Road North
Mashpee, MA 02649

September 13, 2022

Rodney Collins, Town Manager
Town of Mashpee
16 Great Neck Road North
Mashpee, MA 02649

RE: Request for Select Board Dismissal of MCGAC Board Member Mohamad Fahd

Dear Mr. Collins:

At your request, on August 30, 2022 Mashpee Community Garden Advisory Committee (MCGAC) Board Member Mohamad Fahd and I, as Chair of the MCGAC Board, met with you at Town Hall. Your purpose was to listen to what each of us had to say about the lead up to, and the Board's ultimate vote, to request the Select Board to dismiss Mr. Fahd from the Board of Directors.

A satisfactory compromise was not reached during the meeting. Mr. Fahd, having been given the option to resign rather than contest the dismissal, stated that he would not do so and wanted to state his case before the Select Board.

All three of us concluded that the MCGAC Board request for dismissal will need to be scheduled. Mr. Fahd requested that his dismissal not be considered until after the October 4th election of a replacement Select Board member. Per your review of the Town calendar, the first possible meeting date after the election is November 17, 2022.

You asked each of us to submit a summary letter and documentation to you no later than September 15, 2022 in preparation for the meeting.

Enclosed is the MCGAC Board's package documenting Mr. Fahd's intentional disregard of Board decisions, garden protocol, and MCGAC Rules and Regulations over the course of the last year. His actions have consistently undermined the purpose and charge of MCGAC to provide a collaborative, cooperative and enjoyable community garden experience.

Respectfully,

Virginia Scharfenberg | Chair

Mashpee Community Garden Advisory Committee (MCGAC)

<https://www.mashpeema.gov/mashpee-community-garden-advisory-committee>



**MASHPEE COMMUNITY GARDEN ADVISORY COMMITTEE (MCGAC)
ANNUAL MEETING AGENDA**

July 20, 2022 7:00 P.M.

Popponessett Room, Town Hall

Masks required

MASHPEE TOWN CLERK

JUL 15 2022

RECEIVED BY: JK 8:30 AM

CALL TO ORDER

Meeting Minutes for June 15, 2022

COMMUNICATIONS and CORRESPONDENCE

REPORTS:

- Community garden expansion completion 7/12/22 - Virginia Scharfenberg
- Revised Plot Assignment charts for 2022 season and payment issues – Sheryl Carberry and Virginia Scharfenberg
- Update on Recording Secretary position – Virginia Scharfenberg

OLD BUSINESS:

- "Welcome Back to the Garden" gathering/revised date of July 16 (July 17 rain date) – Virginia Scharfenberg
- Discussion of potential new Board members and timeline for appointment*
- Compost Bins removal and disposal area preparation - Virginia Scharfenberg
- Demonstration garden bed soil improvements and additional planting schedule – Lynn Harris

NEW BUSINESS:

- Review of protocols for use of community garden property – Virginia Scharfenberg
- Review of 3 finalized form letters for gardeners and whether needed for plots needing attention as of 7/20/22 – Lynn Harris & Virginia Scharfenberg
- Discussion of process for Rules & Regulations enforcement in 2022 - Virginia Scharfenberg
- Schedule for filling Michael Talbot's vacant seat and Lynn Harris's upon resignation

***Board Members as of 6/16/22:**

Virginia Scharfenberg

Frank Gallelo

Mohamad Fahd

Lynn Harris

John Carter

Sheryl Carberry

OTHER BUSINESS:

ADJOURNMENT

NEXT MEETING DATE: Wednesday August 17, 2022 at Town Hall unless Zoom deemed necessary

**MASHPEE COMMUNITY GARDEN ADVISORY COMMITTEE (MCGAC)
ANNUAL MEETING MINUTES**

**July 20, 2022 7:00 P.M.
Popponessett Meeting Room**

PRESENT: Virginia Scharfenberg, Sheryl Carberry, Frank Gallelo, John Carter, Lynn Harris, Mohamad Fahd (partial)

GUEST: Kirsten Nordstrom, gardener

CALL TO ORDER Chairwoman Scharfenberg called the meeting to order at 7:04 pm.

Meeting Minutes for June 15, 2022 – Approved unanimously

COMMUNICATIONS and CORRESPONDENCE – none to report

REPORTS and RELATED DISCUSSION:

- Virginia Scharfenberg reported that new garden with fencing was completed by contractors on July 12, 2022. New gardeners, as well as all those using 20 original beds, were sent an email invitation to attend a 10:30 AM Welcome Gathering on Saturday, July 16th at the garden. It was well attended by new gardeners.
- Garden charts will be updated by Sheryl Carberry to reflect a newly vacated plot and replacement gardener.
- The shed lock box that had broken was replaced by Rick Harris. The combination remains the same.
- Discussion of gardeners' responsibility for own watering of their beds, including asking a fellow gardener to do so if they cannot be there on given days.
- Discussion of two gardeners' inquiries about soil testing of the soil/compost brought from Mashpee transfer station for filling the new beds. They expressed concern about the possibility of PFAS presence since they had seen reference to a PFAS issue with a large composting facility in the state.
 - Virginia reported that the UMass Soil & Plant Tissue Testing Lab in Amherst does not test for PFAS, but that she will send a sample to the Lab this week requesting their standard test.
 - Virginia will check with APCC to confer with them about information they may have relating to PFAS soil testing, the purpose being that we would have something we could pass on if an individual requested more information.
 - The Board concluded that since the soil is Town generated and owned, it would be their call as to whether to do any kind of advanced testing such as this.
- The Board discussed dividing up the list of new gardeners, and perhaps that of renewed gardeners, to call and personally review the Rules & Regulations. This should be done sooner rather than later to ensure that there is no confusion about expectations.
 - Virginia will draft talking points as needed to provide consistency in our review with individuals and call Board members with assignments, hopefully within the next week.
 - The Board was reminded that the Rules & Regulations need to be referenced when dealing with garden situations and all members need to understand the parameters.

- Recommended setting up a subcommittee to review and recommend any changes that should be made for clarification and other reasons. Nothing finalized at this meeting.
- Further discussion of enforcement of the Rules requirement that individual gardeners contribute up to 2 hours of volunteer time per month.
 - Suggested a Task Sheet of work that is needed and posting it on the shed bulletin board alongside a list of gardeners. Gardeners would indicate next to their name what task they had performed, the date, and amount of time it took. If the task were completed it could be crossed off the Task Sheet, or a note made that more work remains to be done.

OLD BUSINESS:

- Filling vacant Board position: Discussion with guest gardener Kirsten Nordstrom about her desire to become a Board member. The Board responded favorably and asked her to submit a letter of interest to the Select Board for their consideration and official appointment at an upcoming Select Board meeting.
- Compost Bins: As a result of discussion with DPW Director Catherine Laurent, Virginia recommended that the 3 compost bins remain this season as a place to dispose of garden debris. The reason is that DPW staff schedule is such that preparation of concrete slab and bordering minimal fencing may not happen until the end of the season. Catherine has prepared and labeled a barrel for gardeners' disposal of diseased garden plants. DPW will pick up everything at the end of the season and determine how the materials will be used.
- Native Plant Garden adjacent to the parking lot: Lynn Harris explained the need to improve the soil and prepare for further late summer planting in this garden:
 - She would like a native garden workday organized to put down paper sheeting over existing turf, move 2-3" of the Town's soil/compost on top, and top that with the Town's wood chip mixture.
 - The Board decided on two days, August 5 and August 6, 2022 at 8:00 AM. Virginia will send email out to all gardeners on June 22nd asking them to sign up for either or both days. This would start to fulfill garden volunteering requirements.

NEW BUSINESS:

- Discussion of dividing Board of Directors work among Board members, with designated areas of responsibility. Discussion will continue at another Board meeting.
- Review of protocols for use of community garden property: Reminder that we have requested the Town to develop a policy or regulation that would disallow individual use of Town property that is not part of the Town-designated area of use; i.e., in the community garden's case it would clarify that gardeners could establish gardens only in their assigned plot.
 - The discussion was intended to clarify issues related to Board member Mohamad Fahd, who had left the meeting as this Agenda item was approaching
 - Another designated community area such as the Native Plant Garden outside of the fenced in area would be planted at the direction of the Board of Directors and would be established for the benefit of the gardeners as a community.
- There was detailed Board discussion about each Board members' responsibility to be an active and collaborative participant, and the negative impacts of individual actions undermining overall goals, purpose and procedures of the organization. This was in reference to one specific Board member who had not been actively engaged for months and had initiated several negative activities. A vote of no confidence and a motion to remove him from the Board was


made by Frank Gallelo and seconded by Lynn Harris. The motion was passed unanimously by the five Board members remaining at the meeting. Virginia was asked to inquire at the Select Board office about what the next steps should be.

ADJOURNMENT

Meeting adjourned at 8:46 PM by unanimous vote 5-0.

NEXT MEETING DATE: Wednesday, August 17, 2022 at Town Hall unless Zoom deemed necessary

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Virginia Scharfenberg".

Virginia Scharfenberg, President (in the absence of Town-appointed a Board Secretary)
July 22, 2022

**MASHPEE COMMUNITY GARDEN ADVISORY COMMITTEE (MCGAC)
MEETING MINUTES**

**August 17, 2022 7:00 P.M.
Popponessett Meeting Room**

PRESENT: Virginia Scharfenberg, Sheryl Carberry, Frank Gallelo, John Carter, Lynn Harris, Mohamad Fahd

CALL TO ORDER Chairwoman Scharfenberg called the meeting to order at 7:04 pm.

Meeting Minutes for July 20, 2022 – Approved unanimously

COMMUNICATIONS and CORRESPONDENCE – none to report

REPORTS:

- Lynn Harris reported that workdays on August 5th/6th and August 12th/13th were well attended, productive, and enjoyed by all participants. An Excel spreadsheet to document volunteer hours is being developed by gardener Polly Minugh.
- Virginia Scharfenberg reported that there has not yet been assignment of a new Recording Secretary by the Town.
- Virginia Scharfenberg reported that gardener Kirsten Nordstrom is still interested in filling the empty 7th Board member seat and will submit her letter of interest to Virginia, who will send it to the Select Board.
- Virginia Scharfenberg reported that she had spoken to Assistant Town Manager Wayne Taylor, who confirmed that the Board's Vote of No Confidence in Board member Mohamad Fahd and its vote for his removal from the Board will need to be submitted to the Select Board with request for dismissal action at their next meeting.
- Virginia Scharfenberg shared DPW Director Catherine Laurent's updated MCGAC garden budget. A balance of \$6,244.43 remains as of August 17, 2022.

OLD BUSINESS:

- Virginia Scharfenberg referred discussion of Town protocol for use of Town owned/community garden property to New Business below.

NEW BUSINESS:

Board member Mohamad Fahd:

- Mohamad Fahd requested time to address the Board about its above-referenced July 20th action. He had not submitted a promised written response to utilize in the discussion. He referenced Virginia Scharfenberg's letter of August 8, 2022, saying that:
 1. In response to request to desist from dumping the diseased plants barrel into the compost bins that he thought it was good the barrel was now inside the garden gate. In that context, he reiterated his opposition to the planned concrete slab disposal space DPW plans to install for garden refuse.
 2. He could not attend gatherings/workdays because he is a busy person. The Board stated that it is nice he is volunteering at the adjacent pollinator gardens, but they have nothing to do with community garden gatherings or workdays.

3. Regarding the Board's request that he immediately remove his unauthorized exterior garden bed after having been requested multiple times to do so, he again refused saying he had not heard back from the Town Manager about his request to use the space. Relevant to this is the Town's Policy 8 regarding use of property ultimately being the Town Manager's decision. In response to question if he had got permission before he did the planting, he said No.
4. Regarding leaving the July 20th Board meeting before the relevant Agenda item came up to discuss his non-compliance (which had been moved from the June 15th Agenda because he could not attend), he said he had company.
 - Following Mohamad Fahd's comments and additional discussion, Lynn Harris moved that the Board's July 20, 2022 Vote of No Confidence, back-up documentation, and request for the Select Board's dismissal of Mr. Fahd be submitted by the MCGAC Board Chair to the Select Board the next day, August 18, 2022. The motion was seconded by John Carter and passed unanimously. Mr. Fahd explained that he joined the unanimous vote for his dismissal from the Board so that he could present his case to the Select Board.
 - Lynn Harris read Rule 24 of the community garden Rules & Regulations (enclosed with Minutes), citing the portion stating that the Committee has *"...the duty of enforcing rules and making decisions regarding the Garden each year. They have the authority to resolve conflicts, refuse a plot to a gardener or dismiss a current gardener..."*. She moved that based on Mr. Fahd's lack of cooperation and collaboration with the MCGAC Board as well as with the garden rules and responsibilities, he be dismissed from the garden and the use of his Plot #13. The motion was seconded by Frank Gallelo and passed 4-2. Sheryl Carberry stated that she was not comfortable voting in favor without confirmation from the Select Board that such a decision is the sole responsibility of the MCGAC Board, but that if that were the case she would have voted to dismiss. Mr. Fahd voted No.

Additional New Business:

- Lynn Harris suggested that plant labels be made for plants in the Native Garden this fall. She noted that gardener Sandy DeRosa, a retired science teacher, might be able to work with high school students to have them research the plants and create the educational labels. Included in this project would be a site visit to the Native Garden and the Community Garden.
- The Board reviewed and commented favorably on Lynn Harris's draft revision to the existing Rules & Regulations. The revision is based on some questions/issues raised by new gardeners that make sense to incorporate for clarity. Lynn will incorporate suggested edits and bring back to the September 21, 2022 Board meeting for consideration and potential approval for forwarding to the Select Board for their review and approval. It was thought that if the Select Board wanted to maintain current Rules & Regulations wording, this document could become an appendix and/or part of a welcoming packet.

Lynn suggested that the Rules & Regulations be at the top of MCGAC website so that members readily understand their responsibilities to the community garden.

Lynn also suggested that we leave a packet of Rules & Regs in the shed, and/or place in cubicles.
- The Board of Directors listing on the website needs to be corrected and updated.
- We will notify gardeners that official communication will be sent via email, not by mail or by text message. This may be information included in the Application if we choose to update it.

- The Board requested the Chair to contact DPW again about no weed wacking adjacent to the outside of the garden fence since every week we are finding holes at the base of the fence. They also asked he to confer with DPW about whether they want leftover 2 x 12's or if gardeners could take them for personal use.

ADJOURNMENT

Mohamad Fahd moved to adjourn the meeting; seconded by Lynn Harris. Unanimous vote to adjourn at 8:43 PM.

NEXT MEETING DATE: Wednesday, September 21, 2022 at Town Hall unless Zoom deemed necessary

Respectfully submitted

Virginia Scharfenberg, President (in the absence of Town-appointed a Board Secretary)

August 24, 2022

**MASHPEE COMMUNITY GARDEN ADVISORY COMMITTEE (MCGAC)
MEETING MINUTES**

September 21, 2022 7:00 P.M.

Popponessett Meeting Room

PRESENT: Virginia Scharfenberg, Sheryl Carberry, Frank Gallelo, John Carter, Lynn Harris, Mohamad Fahd

CALL TO ORDER Chairwoman Scharfenberg called the meeting to order at 7:08 pm.

Meeting Minutes for August 17, 2022 – Approved unanimously

COMMUNICATIONS and CORRESPONDENCE – none to report

REPORTS:

- Lynn Harris reported that workday on August 19th to spread wood chips in garden pathways was well attended and productive. The volunteer hours of participants were added to the Excel spreadsheet developed by gardener Polly Minugh.
- Virginia Scharfenberg reported that there has not yet been assignment of a new Recording Secretary by the Town.
- Virginia Scharfenberg reported that the Select Board vote to add gardener Kirsten Nordstrom to MCGAC Board (replacing former member Michael Talbot) will not take place October 3rd as expected because Select Board Chair wants to wait until there is a full Board. The election to fill vacant seat is October 4th. Virginia will advise Kirsten and Board of the new date once determined.
- Virginia Scharfenberg reported that she had spoken to Assistant Town Manager Wayne Taylor, who confirmed that the Board's Vote of No Confidence in Board member Mohamad Fahd and its vote for his removal from the Board will need to be submitted to the Select Board with request for dismissal action at their next meeting.
- Virginia Scharfenberg reported that 17 of the 34 gardeners have accumulated volunteer hours in 2022. Further Board discussion detailed below under New Business.

OLD BUSINESS:

- Virginia Scharfenberg said that she had spoken with Terrie Cook in Town Manager's office about protocol for requesting changes/additions to MCGAC's *Rules & Responsibilities*, given that the current ones were promulgated by the Select Board in 2019. The first step is for Virginia to submit the current 2-page document of 24 items with the more detailed explanatory narrative for Town Manager Rodney Collins' consideration, with cc to Asst. Town Manager Wayne Taylor and Administrative Assistant Terrie Cook. The assumption is that the 5-page explanatory narrative accompanying the 24 numbered items in the current *Rules & Responsibilities* will be identified as the "Amended and Approved _____, 2022 – Select Board". Any and all provisos in the narrative that clarify the numbered *Rules & Responsibilities* will be applicable to all members.
- Virginia Scharfenberg noted that the Select Board hearing on the MCGAC Boards request for dismissal of Mohamad Fahd was rescheduled for November 7th. Since Mohamad will be out of the country that week it will most likely have to be rescheduled for November 21st. (The

next scheduled Select Board meetings are October 3rd (not viable), November 7th, and November 21st.)

NEW BUSINESS:

- The Board selected Saturday October 22nd (rain date Oct. 23rd) for a Harvest gathering and celebration of the community garden. Virginia will send out an email informing members of the date and saying an RSVP invitation will follow in early October.
- Virginia will also send out a reminder to gardeners regarding *Rules & Responsibilities* Rule 3. It specifies that each plot must be completely cleaned out and returned to its original condition at the end of the season – no later than November 1st. It also specifies that written approval by the Advisory Committee for all winter crops is required prior to November 1st.
- Mohamad Fahd suggested that the draft revised *Rules & Responsibilities* be sent out to all gardeners for their review and comment, thus fostering member communication and engagement. The Board agreed that made sense. Virginia will do so within the next few days and will include a deadline by which responses will be sent. Following that, the above referenced request to the Town Manager will be made.

OTHER BUSINESS:

- The Board discussed ideas for further gardener engagement and volunteer time, including asking members for their own ideas. We could have a questionnaire at fall gathering, and send via email, about preferable day of week for workdays. We could also ask them about their skills and see how those might be best utilized. Idea for community garden recipe book/exchanges. Suggestion made that Board send thank you note to each of this season's volunteers.
- Discussion related to Mohamad request to address the Board about "movement" to remove him from the Board and the garden. Virginia stated that it is not a "movement"; the decision has been made to request the Select Board to dismiss him from the Board and it will be on their agenda as soon as possible. His dismissal from the garden was voted on and passed at the last Board meeting.

Frank Gallelo moved that Mohamad's dismissal as a gardener become effective as of October 1, 2022. The motion was seconded by John Carter and passed by a vote of 5-1. Further discussion ensued, during which Mohamad declared that he would not leave the garden and that he would take it to the Select Board and Town. Virginia reiterated what had been said in the previous meeting as well as this one; i.e., that it is the Board's sole discretion to dismiss a gardener as stated in Rule 24.

ADJOURNMENT

Mohamad Fahd moved to adjourn the meeting; seconded by Lynn Harris. Unanimous vote to adjourn at 8:30 PM.

NEXT MEETING DATE: Wednesday, October 19, 2022 at Town Hall unless Zoom deemed necessary

Respectfully submitted ,

Virginia Scharfenberg, President (in the absence of Town-appointed a Board Secretary) 09/22/2022

Cc: Virginia Scharfenberg <

https://outlook.office365.com/mail/id/AAQkAGYzYjc0ODU3LTkyMDctNDZiOS05OGQwLTNiNWE0YjQ4YWM0ZQAQAkKowAAI_Ok21Hn2Sfn1UjD-Cw

<https://www.mashpeeema.gov/mashpee-community-garden-advisory-committee>

From: Rodney C. Collins <rccollins@mashpeeema.gov>
Sent: Thursday, February 23, 2023 1:54 PM
To: Virginia Scharfenberg <
Subject: PUBLIC HEARING

Ginny,

I hope this message finds you well. Mohamad was served with a notice today that is required pursuant to Section 7-9 of the Town Charter. He is entitled to a public hearing and has requested it. Since you are not available Monday and since this public hearing needs to be properly posted, the hearing will be conducted Monday, March 13, 2023 at 6:30 pm at Town Hall. I would be pleased to review this process with you at your convenience.

Also, I was asked what the Community Garden Committee had against Mohamad's proposed rules and regulations. I had no explanation. What does the Committee object to and why?

Maybe we can touch base next week. Thanks!

-Rodney

Rodney C. Collins | Town Manager

Town of Mashpee

16 Great Neck Road North, Mashpee, MA 02649

Office: 508.539.1401 | Fax: 508.539.1142



"Preserving public trust and providing professional services."

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Warning: The content of this message and any response may be considered a Public Record pursuant to Massachusetts General Law.

1/20/23, 10:47 AM

Mail - Rodney C. Collins - Outlook

Fahd harassment

Virginia Scharfenberg

Fri 1/20/2023 9:37 AM

To: Rodney C. Collins <rccollins@mashpeeema.gov>

Cc: Wayne E. Taylor <wtaylor@mashpeeema.gov>; Deb F. Dami <dkaye@mashpeeema.gov>; Virginia Scharfenberg <vscharfenberg@mashpeeema.gov>

WARNING! EXTERNAL EMAIL: : This message originated outside the Town of Mashpee mail system and could be harmful. PLEASE DO NOT CLICK ON LINKS OR ATTACHMENTS unless you are absolutely certain the content is safe.

Please note that I consider Mohamad Fahd's recent behavior to be harassment of me personally as well as of the MCGAC Board of Directors. I am not sure of the attendant legal implications.

Virginia Scharfenberg | President

Mashpee Community Garden Advisory Committee (MCGAC)

<https://www.mashpeeema.gov/mashpee-community-garden-advisory-committee>

From: Virginia Scharfenberg

Sent: Friday, January 20, 2023 9:13 AM

To: Rodney Collins <rccollins@mashpeeema.gov>

Cc: Wayne Taylor <wtaylor@mashpeeema.gov>; Deb Kaye <townclerk@mashpeeema.gov>; Virginia Scharfenberg

Subject: Fahd dismissal

I just received this and at this point do not intend to respond. We may need to confer with Town legal counsel, but please note that the MCGAC Board voted for and still wants to proceed with resubmittal of our request to the Select Board to dismiss Mohamad Fahd from our Board of Directors. We hope this can be on their Agenda for the next meeting after this Monday's meeting of January 23, 2023. Please advise.

Virginia Scharfenberg | President

Mashpee Community Garden Advisory Committee (MCGAC)

<https://www.mashpeeema.gov/mashpee-community-garden-advisory-committee>

From: Mohamad Fahd

Sent: Friday, January 20, 2023 1:25 AM

To: Virginia Scharfenberg

Cc: Frank Gallelo

Carte,

Richard & Lynn Harris

; Kirsten Nordstrom

Crystal Carberry

; Virginia N. Scharfenberg

Subject: Re: MCGAC Board membership conclusion 1/18/23

Greetings - all.

I believe our JAN mtg was between the deaf. But I assure you I will fine tune my proposed rule changes based on the review we did.

Please consider that:

You are JUST an ADVISORY committee.

You have ARBITRARILY "kicked" me off the garden and destroyed it.

You have ARBITRARILY destroyed "my" rhubarb patch OUTSIDE the community gardens proper.

As for my membership in the committee ...

Regards.

CC: Town Manager.

From: Virginia Scharfenberg**Sent:** Thursday, January 19, 2023 5:20 PM**To:** Mohamad Fahd**Cc:** Frank Gallelo

m>; John Carte

t>; Richard & Lynn Harris <

t>; Kirsten Nordstrom

t>; Sheryl Carberry

Virginia N. Scharfenberg

Subject: MCGAC Board membership conclusion 1/18/23

m>

Mohamad --

To summarize last evening's MCGAC Board discussion regarding your recent mediation meeting with the Town Manager and your *subsequent proposed conditional agreement to resign from the MCGAC Board of Directors if two conditions were agreed to by our Board:*

- I. *Your proposed version of MCGAC Rules & Regulations.* Discussion included:
 - (a) the possible addition of minor edits as discussed during the meeting
 - (b) your exclusion of several fundamental, key rules that are in the existing Rules & Regulations (which include the long-planned explanatory document to accompany it). Among such exclusions were Article 7/gardener volunteer hours and Article 24/Board authority to resolve conflicts, refuse a plot to a gardener or dismiss a current gardener.

When called to a vote, your proposed replacement Rules & Regulations were rejected with a negative vote of 6. The one abstaining vote was yours.

- II. *Your proposed reinstatement as a community gardener.*

When called to a vote, your proposed reinstatement as a gardener was rejected with a negative vote of 6.

Conclusion

As I stated last night, our assumption was that you would not resign from the Board based on the above decisions. A motion was therefore made to resubmit to the Select Board our request for your dismissal from the MCGAC Board. The motion passed with 6 votes.

If you prefer to relay your resignation now, we will consider the issue completely resolved and will not need to resubmit the request. Please be advised that if we do not hear back from you one way or the other by this Sunday, January 21, 2023 we will proceed with the resubmission of our request.

1/20/23, 10:47 AM

Mail - Rodney C. Collins - Outlook

This email will also be printed and mailed to your home address today.

Virginia Scharfenberg | President

Mashpee Community Garden Advisory Committee (MCGAC)

<https://www.mashpeema.gov/mashpee-community-garden-advisory-committee>

Merged, adjusted, proposed garden rules - the dossier


Mohamad Fahd < -- -- >

Fri 1/27/2023 3:20 AM

To: Rodney C. Collins <rccollins@mashpeeema.gov>

 1 attachments (686 KB)

2023 proposed adjusted Mashpee Community Garden Rules.pdf;

WARNING! EXTERNAL EMAIL: : This message originated outside the Town of Mashpee mail system and could be **harmful** . PLEASE DO NOT CLICK ON LINKS OR ATTACHMENTS unless you are absolutely certain the content is safe.

Greetings,

As you know, Lynne and I failed to come to any agreement with the Committee concerning the garden rules, despite our efforts at reaching a compromise. Hopefully the written minutes reflect that; certainly the tape will. Given that the Committee is strictly an advisory entity, attempting to restrict access to public land, I do heartily propose that you step in to resolve this impasse.

For this aim, I have merged into one document the current original rules with the proposals we presented to the Committee, while we incorporated some of the items raised at the meeting. I realize that the final, definitive review of the rules will be up to you and Town Counsel. I am available to respond and/or comment on any nuance I am presenting, as needed. With total hope and confidence, I leave it to you to bring a much-needed closure to this matter.

Thank you in advance.

Regards.

PS: Surely, those rules, after Town counsel review, will need to be approved by the Select-board.

FAHD Proposal

MASHPEE COMMUNITY GARDEN RULES AND RESPONSIBILITIES
(Approved January 28, 2019 - Select Board
With proposed 2023 amendments)

The Mashpee Community Garden ADVISORY Committee is composed of Mashpee resident volunteers appointed by the Select Board. It is under the jurisdiction of the Historic District Commission and reports to the Town Manager. It has 7 members, who serve 3 year terms and who annually elect a Chair, Vice Chair and Secretary. The Committee will post current information on the Garden Advisory page on the Town website. Monthly Advisory Committee meeting invitations and corresponding agendas will be sent to all gardeners. Agenda items may be added by request. All meetings are open to the public. Agendas, meeting time/place, approved minutes and meeting packets will be posted on the MCGAC page on the Town website in a timely manner.

The Advisory Committee has the responsibility to enforce the following rules. It has the authority to resolve conflicts with due diligence and respect. For questions, suggestions, or issues, please contact the Mashpee Community Garden Advisory Committee. Ensuring an enjoyable gardening experience for all the gardening community is our primary goal. For that reason, please observe the rules of the garden and be a good neighbor:

1. Mashpee residents who are returning gardeners (i.e., plot holders) in good standing (i.e., who submit completed applications, indemnity forms, and checks by March 1,) will be given, first preference to plots each year, and shall have priority to keep the same plot. After March 1st, vacant plots will be assigned to Mashpee residents based on the wait list or in the order that completed applications were received.
2. Each plot must be cleared out at the end of the growing season – no later than November 1. Use of a mulch and/or a cover crop is encouraged. A winter extension for plantings with written notice to the Advisory Committee prior to November 1, shall not be unreasonably denied.
3. No item may be brought into the garden that will compromise the safety of the site or its users.
4. Children must be supervised at all times. Children and other visitors are not permitted in the garden unless accompanied by an authorized gardener, who assumes full responsibility for their behavior.
5. Pets are not permitted in the garden.
6. Gardeners are encouraged to volunteer to assist with the upkeep of the entire garden during the growing season.
7. Gardeners may plan special projects and events, in coordination with or by prior agreement with the Committee. Voluntary participation is encouraged. The Committee may facilitate and support activities as needed or requested.

MASHPEE COMMUNITY GARDEN RULES AND RESPONSIBILITIES
(Approved January 28, 2019 - Select Board
With proposed 2023 amendments)

Fahd proposal

8. Gardeners are encouraged to visit their plots at least once a week; and their plot and its surrounding pathways must be kept free from weeds and trash.. All trash, weeds and diseased plants must be promptly removed from the garden area.
9. When a plot appears neglected, the gardener will receive a first written warning, with 15-day notice for action. A second written warning with 15-day notice will follow if no response or action. If there is no response/action after the second written warning, the gardener will receive a final written notice that the plot may be cleared and reassigned. Vacant plots will be reassigned based on the wait list. There are no refunds on fees paid.
10. Gardeners who may be briefly unable to care for their plots (e.g., due to illness or vacation) may ask a fellow gardener or friend for assistance. The gardener will make a good faith effort to keep the Advisory Committee informed.
11. Gardeners who decide to no longer use their plot will promptly contact the Advisory Committee, so the plot may be reassigned to someone on the waiting list. If there is no evidence of activity at a plot by June 1st, the gardener will receive a final written notice (as in no. 9 above) and the plot will be reassigned. There are no refunds on fees paid.
12. Cover crops and/or biodegradable mulch (e.g., compost, leaves, and straw) are encouraged for water conservation and weed control. Non-organic or chemically treated mulch and wood chips are not permitted. Black plastic is allowed, but must be removed at the end of the season.
13. Only organic fertilizers, insecticides, and weed repellents may be used that are OMRI listed (Organic Materials Review Institute) or CDFA Registered (California Dept. of Food and Agriculture) products.
14. Tall plants such as corn or sunflowers may only be planted if they do not shade your neighbor's plants. The growing of marijuana is prohibited.
15. Invasive plants must be avoided, for example, mint, catnip, raspberries, comfrey or anything which might grow or reseed and intrude into adjacent pathways or plots. For questions, please contact the Mashpee Community Garden Advisory Committee.
16. Fencing of any kind is prohibited.
17. Business signage or advertising in your plot is not permitted.
18. Picking from your neighbor's garden is prohibited even if it appears to be abandoned.
19. Water is available at the garden. However, each gardener must ensure water use is not excessive and the spigot is turned off when not in use. Hoses will be available for use between April 1 and October 31 each year. Timers, sprinklers and irrigation hoses are not

MASHPEE COMMUNITY GARDEN RULES AND RESPONSIBILITIES

(Approved January 28, 2019 - Select Board

With proposed 2023 amendments)

*Fahd
Proposal*

permitted

20. Gardeners may store small personal items in the on-site shed such as gloves and simple gardening tools in the cubby with the corresponding number as their plot. This shed is also used to house shared equipment that the Town provides (wheelbarrow, hose, etc.). Gardeners will be given the combination for accessing the shed. It is extremely important that you always lock it upon leaving the garden, and that shared items are returned immediately after use.
21. All gardeners will receive a key or lock code to the Community Garden upon assignment of a plot.
22. The small parking area on site can accommodate up to six (6) vehicles at a time. Please use extreme caution when entering/exiting the lot and, under no circumstances, should vehicles back-out onto Route 130. Alternate parking is available at the Mashpee Community Park across from Town Hall. Gardeners will receive a parking permit, which should be visible in your vehicle when at the Garden.
23. Emailing/texting will be the primary means of communication between gardeners. An updated email list will be provided to all gardeners at the season start and as needed.
24. All activities in and around the community garden should follow the 1989 Town property use policy #08, the 2018 community garden policy #078, and other policies in effect.
25. The Garden is on public land. Disputes between gardeners shall be resolved by the Advisory Committee through an open and fair process. Disputes between gardeners and the Advisory Committee may be appealed to the Town Manager. All conflicts and penalties are subject to due process and a just cause determination by the Town Manager.

Answers re. Fahd Rules & Regs proposal

Virginia Scharfenberg

Fri 2/24/2023 5:14 PM

To: Rodney C. Collins <rccollins@mashpeema.gov>

Cc: Virginia Scharfenberg

WARNING! EXTERNAL EMAIL: : This message originated outside the Town of Mashpee mail system and could be **harmful**. PLEASE DO NOT CLICK ON LINKS OR ATTACHMENTS unless you are absolutely certain the content is safe.

Greetings, Rodney -- I have numerous notes made for myself on the current version vs. Fahd proposed version of Rules & Regulations for MCGAC. In summary, his proposed changes eliminated every rule he did not want to comply with and created the possibility of actions and events that would not fit with the garden protocols and Committee oversight/coordination of garden activities. For instance:

--His rule #1 leaves out the requirement that a gardener can renew if "in good standing". He has tried to renew this year; he is not in good standing and was expelled from the garden last fall. He is trying to circumvent this requirement.

--His rule #5 indicates two 30-day warnings for neglected garden; the season would almost be over if this were enacted and no wait list gardener would be able to avail herself of the plot. We give warnings with much tighter time frame now.

--His rule #6 allows for "plant life" in aisles, which reflects his refusal to weed as required of all gardeners.

--His rule #11 does not include the detail in current rule #15 regarding need for invasives control. He wanted to keep whatever he wanted wherever it was during gardening season in 2022.

--His rule #14 regarding watering does not include the detail needed as indicated in current #19.

--His rule #18 says email list of gardeners will be given to all gardeners; this leaves gardeners open to potential harassment. We are still figuring out a reasonable way to share emails when and if appropriate. His proposal would have allowed him to communicate with gardeners he has made uncomfortable.

--His rule # 19 would allow individuals or a group to organize an event by just notifying the Committee. This could end up with events that don't fit the overall purpose of the garden or information that is inappropriate to convey. I would note that he never once over the years has participated or helped out with any event or workday the Committee planned.

--His rule #20 would allow for activities in and around the community garden, per 1998 Town policy document about beautification etc. This seeks to circumvent the directive we had that no one could plant whatever they wanted outside of the community garden (which could by default permit 34 gardeners to expand however they wanted outside of the community garden defined space).

--His rule #21 is phrased to circumvent the current rule #24 that gives the Committee the authority to resolve conflicts, refuse a plot to a gardener or dismiss a current gardener. Our rule #24 has been the basis for our 6-month attempt to both dismiss him from the Board and our decision to dismiss him from the garden.

The Committee voted unanimously (with his choosing not to vote) NOT to accept his proposed Rules & Regulations.

I am available by phone to discuss anything you want while in the Berkshires through March 4th and while in Florida March 6th - 21st. I will have to join the 3/13/23 Select Board meeting by Zoom I guess. I could ask a Committee member to read a statement, but I am not sure any of them would be comfortable making further comment.

Virginia Scharfenberg | President
Mashpee Community Garden Advisory Committee (MCGAC)

Statement concerning the public hearing on Mohamad Fahd and the Garden Advisory Commiittee

Marje Hecht <

Mon 3/13/2023 5:52 PM

To: Terrie Cook <tmcook@mashpeema.gov>

Attention!: Links contained herein may not be what they appear to be. Please verify the link before clicking! Ask IT if you're not sure.

Select Board public hearing statement March 12, 2023

Marjorie Hecht

I'm writing as someone who was part of the mediation process conducted for Mohamad Fahd and the Garden Advisory Committee. When this matter first came up before the Select Board, Mohamad and the committee chair agreed to abide by the decision reached via mediation, under the guidance of the Town Manager.

As part of this mediation process, the Town Manager, Lynne Barbee, and I met with Mohamad to mediate. We came up with what we agreed was a reasonable compromise: Mohamad agreed to resign from the garden advisory committee but would keep his garden plot. Despite prior agreement to abide by mediation, the advisory committee flatly rejected the mediation offer, and instead here we are at a public hearing to remove Mohamad from the advisory committee.

I should also note that Mohamad's garden plot was mowed down in his absence, while he was abroad visiting relatives.

In the mediation process, Mohamad suggested some changes in the Garden Advisory Committee regulations, and Lynne worked with him on the language. The main point was to add due process to the regulations, so that there would be a clear path in the future for handling any disagreements with the Advisory Committee. This due process would submit such disagreement to the Town Manager, who would have the ultimate authority.

This is, after all a town committee overseeing a project that is on public land, funded by public money, all for the public good. I want to stress that: the community garden was established to give residents who don't have land, a way to plant food for family use. It is not meant to be a manicured show place, like Heritage Garden in Sandwich. Nor is it a private fiefdom. It is a community garden intended for the public good.

I've been on many committees--elected and voluntary. I cannot remember a situation where a disagreement could not be resolved because one party refused to accept the mediation result that they had agreed to accept previously. The fact that this matter has come before the Select Board, despite efforts to mediate, in my view, is an enormous waste of many people's time.

The positive message that can come out of this is to make clear to all town committees that due process is important. And, as the Massachusetts Supreme Court recently reminded us, we all have a first amendment right to free speech. Committee members have the right to express their opinion in a public meeting, even if they are a minority of one.

Virginia Scharfenberg

From: Virginia Scharfenberg
Sent: Friday, June 10, 2022 3:08 PM
To: Mohamad Fahd
Cc: Virginia Scharfenberg
Subject: tomato plants and planting issue to discuss
Attachments: Mashpee Community Garden Rules -updated 2021.docx

Hi, Mohamad – I trust you are fully recovered from COVID now...hope so! I have been remiss in getting to the garden, and am wondering if we might hook up there sometime this weekend or if you could just leave tomatoes within my plot. I appreciate that.

I have wanted to talk with you about your planting outside of the garden fencing and have not been as timely as I should have been. This expansion of your garden area outside the community garden limits has been an issue for the Board for some time, primarily because it sets a precedent for any of the 34 gardeners to expand beyond the defined parameters in any way they might choose. That would not be in compliance with the community garden intention and organization.

We are asking you to transplant your rhubarb and any other plants located in your outside bed into your assigned garden plot or somewhere other than our community garden property by the time of our gardener gathering the weekend of June 25th.

As you know, our CPA funding provides for demonstration beds of native plantings related to the garden as a whole, as specified in our funding package, but not for individuals gardening wherever they want on this Town property.

In addition, as communicated in correspondence to this season's current and new gardeners, the area behind the compost bins will be used for gardeners' disposal of plant debris; it looks like DPW will be constructing a concrete slab behind a small bordering fence and will pick up the debris each fall to recycle at the Transfer Station. As the Board has indicated before, that area is also not to be used for individual experimentation or planting projects.

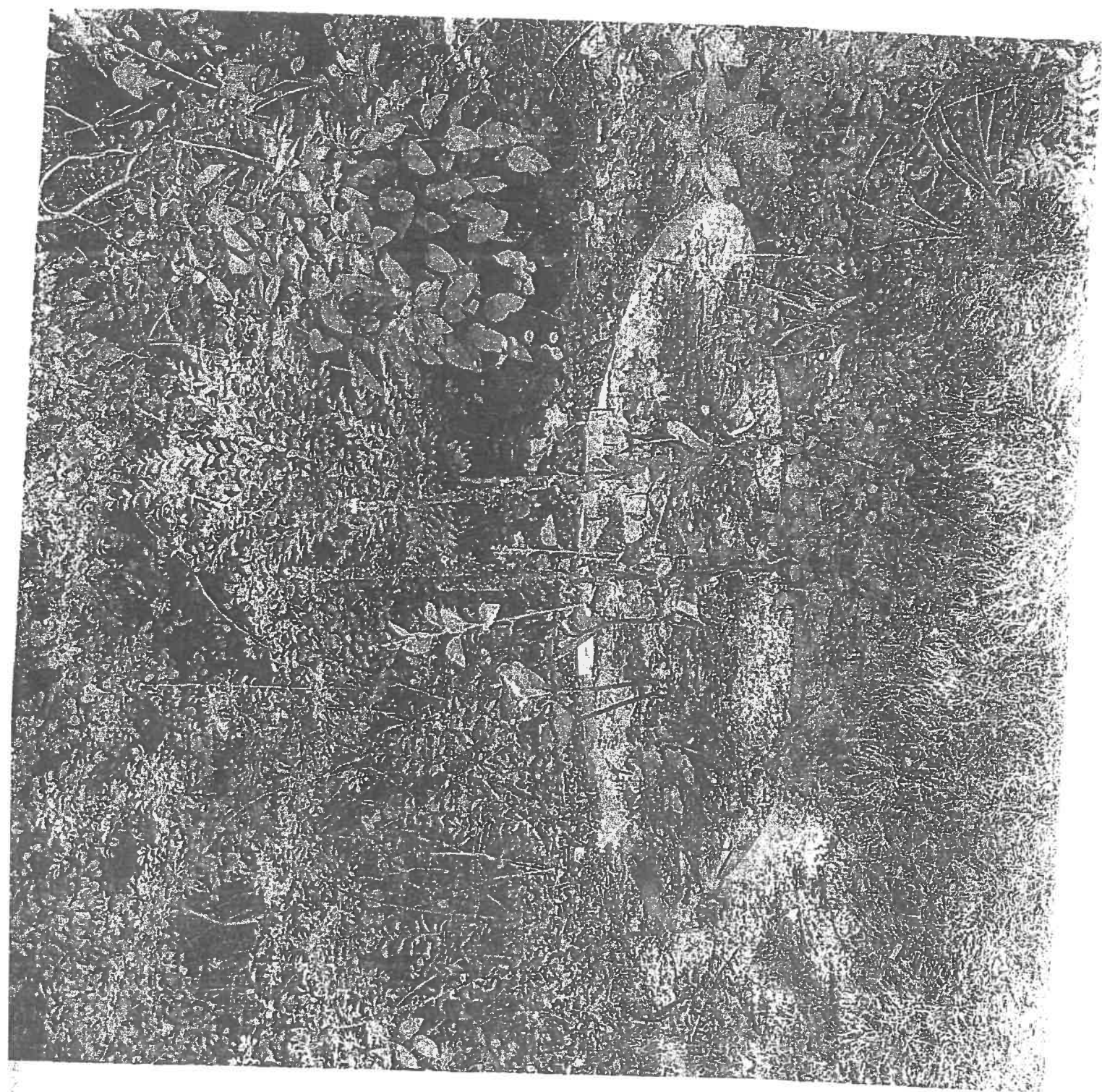
I'm sure you appreciate our concerns and decision as a Board to ask you to comply with this request. Thank you.

Ginny

Virginia Scharfenberg | President

Mashpee Community Garden Advisory Committee (MCGAC)

<https://www.mashpeema.gov/mashpee-community-garden-advisory-committee>



**MASHPEE COMMUNITY GARDEN
RULES AND RESPONSIBILITIES
(Amended & Approved January 28, 2019 - Board of Selectmen)**

Ensuring an enjoyable gardening experience for all the gardening community is our primary goal. For that reason, please observe the rules of the garden and be a good neighbor. Rules for "good standing" status and general information are outlined below:

1. Mashpee residents and returning gardeners (i.e. plot holders) in good standing who submit applications, indemnity forms, and checks by March 1st will be given first preference to plots each year on a first come, first served basis. After March 1st, vacant plots will be assigned in the order that complete applications are received.
2. Gardeners must apply, complete an Indemnity Form, and pay the required fee each year. Returning gardeners who apply by March 1st may keep the same plot.
3. Each plot must be completely cleaned out and returned to its original condition at the end of the season – no later than November 1st. Written approval by the Advisory Committee for all winter crops is required prior to November 1st. Eighteen plots are approximately 8' x 12' and two accessible raised beds are 4' x 8'.
4. No item may be brought into the garden that will compromise the safety of the site or its users.
5. Children must be supervised at all times. Children and other visitors are not permitted in the garden unless accompanied by an authorized gardener, who assumes full responsibility for their behavior.
6. Pets are not permitted in the garden.
7. Gardeners will be asked to volunteer up to 2 hours per month to assist with the upkeep of the entire garden during the growing season.
8. Gardeners are encouraged to visit their plots at least once a week; and their plot and its surrounding pathways must be kept free from weeds and trash. All trash, weeds and diseased plants must be promptly removed from the garden area and taken with you for disposal.
9. If a plot becomes neglected or overgrown with weeds, the gardener will receive a written warning. If no action is taken after a 2nd warning, the plot will be cleared and reassigned. There are no refunds on fees paid.
10. Gardeners who may be briefly unable to care for their plots due to illness or vacation should ask a fellow gardener or alternate for assistance; and keep the Advisory Committee informed.
11. Gardeners who decide not to use their plot should contact the Advisory Committee, so it may be reassigned to someone on the waiting list. If there is no evidence of activity at a plot by June 1st, it may be reassigned. There are no refunds on fees paid.
12. Biodegradable mulch such as compost, leaves, and straw are encouraged for water conservation and minimization of weeds. Non-organic or chemically treated mulch and wood chips are not permitted. Black plastic is allowed, but it must be removed at the end of the season.

**MASHPEE COMMUNITY GARDEN
RULES AND RESPONSIBILITIES
(Amended & Approved January 28, 2019 - Board of Selectmen)**

13. Only organic fertilizers, insecticides, and weed repellents may be used that are OMRI listed (Organic Materials Review Institute) or CDFA Registered (California Dept of Food and Agriculture) products.
14. Tall plants such as corn or sunflowers may only be planted if they do not shade your neighbor's plants. The growing of marijuana is prohibited at the Community Garden.
15. Invasive plants must be avoided such as mint, catnip, raspberries or anything else which might grow or re-seed beyond your plot and intrude into adjacent pathways or plots. For questions, please contact the Mashpee Community Garden Advisory Committee.
16. Fencing of any kind is prohibited without prior written approval of the Advisory Committee.
17. Business signage or advertising in your plot is not permitted.
18. Picking from your neighbor's garden is prohibited even if it appears to be abandoned.
19. Water is available at the garden. However, each gardener must ensure water use is not excessive and the spigot is turned off when not in use. Hoses will be available for use between April 1 and October 31 each year. Timers, sprinklers and irrigation hoses are not permitted.
20. Gardeners may store small personal items in the on-site shed such as gloves and simple gardening tools in the cubby with the corresponding number as their plot. This shed is also used to house shared equipment that the Town provides (wheelbarrow, hose, etc.). Gardeners will be given the combination for accessing the shed. It is extremely important that you always lock it upon leaving the garden, and that shared items are returned immediately after use.
21. All gardeners will receive a key or lock code to the Community Garden upon assignment of a plot.
22. No vehicles are permitted in the garden. The small parking area on site can accommodate up to six (6) vehicles at a time. Please use extreme caution when entering/exiting the lot and, under no circumstances, should vehicles back-out onto Route 130. Alternate parking is available at the Mashpee Community Park across from Town Hall.
23. The Mashpee Conservation Department has planted two pollinator gardens on the property and has also installed butterfly boxes throughout. Please enjoy these features but do not disturb them. Anyone interested in volunteering to assist the Conservation Department with maintenance of the pollinator gardens, should contact them at 508-539-1400.
24. The Mashpee Community Garden Advisory Committee has the duty of enforcing rules and making decisions regarding the Community Garden each year. They have the authority to resolve conflicts, refuse a plot to a gardener or dismiss a current gardener. Violation of these rules could affect the health and welfare of the entire garden – and should be reported to the Advisory Committee. For questions, suggestions, or issues, please contact the Mashpee Community Garden Advisory Committee through the Town Manager's Office, Mashpee Town Hall, 16 Great Neck Road North, Mashpee, MA 02649.

We hope everyone has a fun, relaxing, and rewarding Gardening Season
Mashpee Community Gardens Advisory Committee

**Town of Mashpee
Board of Selectmen**

Policy No: 078

Mashpee Community Garden Advisory Committee

I. PURPOSE

The Mashpee Community Garden Advisory Committee (MCGAC) is hereby established by the Town of Mashpee Board of Selectmen (Selectmen) to advise and assist the Town with respect to the creation, maintenance, and improvement of the Mashpee Community Garden located off 400 Main Street (Route 130), which property is owned by the Town of Mashpee and is under the jurisdiction of the Mashpee Historic District Commission, as well as various other Town-owned properties deemed to be suitable by the Town for garden use/improvements including, but not limited to, areas within the layouts of Town ways (collectively "Garden Sites").

The MCGAC's charge is to work in conjunction with Town officers/agencies and other interested organizations/individuals to:

- a) improve and enhance the value and appearance of the Community Garden and other Garden Sites;
- b) create a space and an opportunity for individuals, children, families and community organizations to cultivate gardens for food and flowers and to learn about growing fresh vegetables; and
- c) provide agricultural/horticultural educational programs, activities, and other related community benefits.

II. POLICY

The MCGAC shall be deemed a public multi-member body of the Town of Mashpee, serving as an advisory committee to the Board of Selectmen for the purposes stated herein, and it shall, accordingly, comport with all applicable provisions of General Law, Town Charter and Bylaws, relative to the conduct of its meetings and the execution of its duties and responsibilities.

III. DUTIES AND RESPONSIBILITIES

The duties and responsibilities of the MCGAC specifically include the following:

- a) develop and recommend a master plan for improvement and use of the Garden Sites;
- b) set specific goals/objectives for Garden Site improvements;
- c) make recommendations to the Town Manager with respect to implementation of those recommended improvements;
- d) help solicit private financial support for the Garden Sites and related activities conducted at said Sites;
- e) coordinate and supervise any volunteers providing services and participants engaged in gardening activities at the Community Garden and other Garden Sites; and
- f) work closely with Mashpee Public Works and other relevant Town Departments, the Mashpee Historic District Commission, Mashpee Historical Commission and other interested organizations

and individuals to ensure that the Community Garden and the other Garden Sites are well managed and maintained for the benefit of the entire Mashpee community.

IV. MEMBERSHIP

The MCGAC will consist of seven (7) members appointed by the Board of Selectmen for terms of three (3) years. The terms of all members shall run for three (3) years, *except* the terms of members appointed as of July 1, 2018, shall be adjusted and thereafter staggered as follows: two terms ending in 2019, two terms ending in 2020 and three terms ending in 2021, so that the terms of not more than three (3) members shall terminate in any single year. Committee members must be residents of the Town of Mashpee. Selectmen will fill all Committee vacancies which may arise upon notification thereof.

V. ORGANIZATION

The MCGAC will elect a Chairman, Vice Chairman and Secretary at its annual meeting, which will be held in July of each year, and it shall adopt such rules and regulations regarding its proceedings as the Committee shall deem appropriate.

VI. COORDINATION AND APPROVAL OF ACTIVITIES

The MCGAC shall report to, and all recommendations/actions undertaken by it shall be subject to approval by, the Town Manager or his designee.

*Adopted by the
Mashpee Board of Selectmen
May 21, 2018*

Fahd dismissal

Virginia Scharfenberg

Fri 1/20/2023 9:12 AM

To: Rodney C. Collins <rccollins@mashpeeema.gov>

Cc: Wayne E. Taylor <wtaylor@mashpeeema.gov>; Deb F. Dami <dkaye@mashpeeema.gov>; Virginia Scharfenberg

WARNING! EXTERNAL EMAIL: : This message originated outside the Town of Mashpee mail system and could be harmful. PLEASE DO NOT CLICK ON LINKS OR ATTACHMENTS unless you are absolutely certain the content is safe.

I just received this and at this point do not intend to respond. We may need to confer with Town legal counsel, but please note that the MCGAC Board voted for and still wants to proceed with resubmittal of our request to the Select Board to dismiss Mohamad Fahd from our Board of Directors. We hope this can be on their Agenda for the next meeting after this Monday's meeting of January 23, 2023. Please advise.

Virginia Scharfenberg | President

Mashpee Community Garden Advisory Committee (MCGAC)

<https://www.mashpeeema.gov/mashpee-community-garden-advisory-committee>

From: Mohamad Fahd <

Sent: Friday, January 20, 2023 1:25 AM

To: Virginia Scharfenberg

Cc: Frank Gallelo <

>; Richard & Lynn Harri

>; Virginia N. Scharfenberg

irsten Nordstrom

>; Sheryl Carberry

com>

Subject: Re: MCGAC Board membership conclusion 1/18/23

Greetings - all.

I believe our JAN mtg was between the deaf. But I assure you I will fine tune my proposed rule changes based on the review we did.

Please consider that:

You are JUST an ADVISORY committee.

You have ARBITRARILY "kicked" me off the garden and destroyed it.

You have ARBITRARILY destroyed "my" rhubarb patch OUTSIDE the community gardens proper.

As for my membership in the committee ...

Regards.

CC: Town Manager.

From: Virginia Scharfenberg

Sent: Thursday, January 19, 2023 5:20 PM

To: Mohamad Fahd

1/20/23, 10:47 AM

Mail - Rodney C. Collins - Outlook

Cc: Frank Gallelo <

> John Carter

; Richard & Lynn Harris

> Kirsten Nordstrom

> Sheryl Carberry

Subject: MCGAC Board membership conclusion 1/18/23

Mohamad --

To summarize last evening's MCGAC Board discussion regarding your recent mediation meeting with the Town Manager and your *subsequent proposed conditional agreement to resign from the MCGAC Board of Directors if two conditions were agreed to by our Board*:

- I. *Your proposed version of MCGAC Rules & Regulations.* Discussion included:
 - (a) the possible addition of minor edits as discussed during the meeting
 - (b) your exclusion of several fundamental, key rules that are in the existing Rules & Regulations (which include the long-planned explanatory document to accompany it). Among such exclusions were Article 7/gardener volunteer hours and Article 24/Board authority to resolve conflicts, refuse a plot to a gardener or dismiss a current gardener.

When called to a vote, your proposed replacement Rules & Regulations were rejected with a negative vote of 6. The one abstaining vote was yours.

- II. *Your proposed reinstatement as a community gardener.*

When called to a vote, your proposed reinstatement as a gardener was rejected with a negative vote of 6.

Conclusion

As I stated last night, our assumption was that you would not resign from the Board based on the above decisions. A motion was therefore made to resubmit to the Select Board our request for your dismissal from the MCGAC Board. The motion passed with 6 votes.

If you prefer to relay your resignation now, we will consider the issue completely resolved and will not need to resubmit the request. Please be advised that if we do not hear back from you one way or the other by this Sunday, January 21, 2023 we will proceed with the resubmission of our request.

This email will also be printed and mailed to your home address today.

Virginia Scharfenberg | President

Mashpee Community Garden Advisory Committee (MCGAC)

<https://www.mashpeema.gov/mashpee-community-garden-advisory-committee>

Mohamad Fahd

-- Mashpee MA 02649

Rodney Collins, Town Manager
Mashpee, MA

12/7/2022

Dear Mr. Collins,

I am presenting to you a proposal of improved MCGAC rules. There are two necessary categories covered. In the first category, Ms. Lynne Barbee has deftly worked out the Advisory Committee's organizational relationships with Town authorities and the gardeners' community, respectively. This will help guide the mediation process, to say the least. The other category, to which I contributed principally, concerns gardening "methodology". I am available to clarify any of those rules.

Again thank you for undertaking the mediation between the parties.

Sincerely,



Mohamad Fahd

**Town of Mashpee
Board of Selectmen**

Policy No: 008

Control of Town Property

The Town Manager shall be responsible for the proper use of all Town property other than that under the control of the School Committee and the Conservation Commission.

The placement of ornamental objects on Town property, described above, shall be contingent on approval by the Town Manager. Nothing in this policy is intended to discourage the placement of flags, seasonal decorations, or plants and flowers on Town property.

The Board of Selectmen will consider appeals of decisions of the Town Manager if the reasons for the appeal are provided to the Board in writing.

***Adopted by the
Mashpee Board of Selectmen
September 18, 1989***

**Town of Mashpee Board of Selectmen
Policy 078**

Mashpee Community Garden Advisory Committee

I. PURPOSE

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III. DUTIES AND RESPONSIBILITIES

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- d) help solicit private financial support for the Garden Sites and related activities conducted at said Sites;
- e) coordinate and supervise any volunteers providing services and participants engaged in gardening activities at the Community Garden and other Garden Sites; and
- f) work closely with Mashpee Public Works and other relevant Town Departments, the Mashpee Historic District Commission, Mashpee Historical Commission and other interested organizations and individuals to ensure that the Community Garden and the other Garden Sites are well managed and maintained for the benefit of the entire Mashpee community.

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The MGCAC shall report to, and all recommendations/actions undertaken by it shall be subject to approval by, the Town Manager or his designee.

*Adopted by the
Mashpee Board of Selectmen
May 21, 2018
Pages: 2*

Mohamad Fahd

Mashpee MA 02649

Rodney Collins, Town Manager
Mashpee, MA

11/28/2022

Rodney,

Thank you for proposing mediation and agreeing to be the mediator.

I would like to discuss two issues that I think can be resolved: the proposal to create a garden refuse dumping site in the Attaquin area, and the rhubarb patch. I look forward to your input and to the comments of the Committee.

Matters to be addressed

The rhubarb patch:

The little rhubarb patch I created on the Attaquin property. in my view falls under the purview of The **1989 Mashpee policy 008 "Control of Town Property"** which states inter alia **"Nothing in this policy is intended to discourage the placement of flags, seasonal decorations, or plants and flowers on Town property"**.

Resolution? The rhubarb patch is determined to be a valid demonstration of Town policy 008.

Installing a cement slab over good earth:

The compost bin structure built for the Community Gardens on the Attaquin property turned out to be a failure, due to improper piling of garden refuse and other reasons. An alternative idea, with some input from the DPW director, was to lay a **large cement slab (5'x5')** on the ground behind the compost bin structure. The gardeners would throw garden refuse on the slab, and DPW would clear it eventually. I opposed such project since there are many efficient, inexpensive, and sensible ways to dispose of garden refuse.

Resolution? Forbid the un-necessary laying of a cement slab on the earth, and explore all other common sense disposal methods.

I look forward to hearing from you on these issues. What process do you envision for the mediation?

Sincerely,



Mohamad Fahd

**Town of Mashpee
Board of Selectmen**

Policy No: 008

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***Adopted by the
Mashpee Board of Selectmen
September 18, 1989***

Enclosure I

July 18, 2022

Catherine Laurent, Director
Mashpee Public Works Department
Via email

Dear Ms. Laurent,

I would like to add my thanks to the other thanks you receive from the Community Gardens folks, and not just for the latest gardening area extension.

The reason for this formal letter is that I am troubled with a planned process to turn a relatively sizable area into a dump for garden refuse, albeit to be cleared seasonally by DPW. Moreover, there is a plan to place a barrel for disposal of "diseased" vegetation.

This plan goes contrary to any obvious logic: Mashpee has a very active transfer station that processes solid waste and all sorts of vegetation material. Our gardeners can simply proceed to do that, as needed and without any impediments. Alternatively, they can carry out and dispose off-site whatever they want, as people do with their house trash. So moving whatever out of one's plot would be a breeze, compiling on location would not.

Personally, as a forager-gardener, I note that the area where garden refuse is to be held is alive with appreciated herbs, which many unknowingly call weeds. Actually, the area surrounding the Gardens is rich with many beneficial plants. I am currently helping with maintaining the Pollinator Gardens. However, the connoisseur can see that more can be done besides periodic mowing or tree trimming. Moreover, without much digression, some of these TLC chores can naturally be achieved by involved and interested citizenry.

I am hoping that I have clearly presented my case. We share the vital responsibility to preserve and beautify our livable environment. It is my earnest wish that this matter be resolved without confrontation.

I am available to meet you at the Attaquin site at your earliest convenience, if you will.

Respectfully yours,



Mohamad Fahd

July 25, 2022

Rodney Collins
Mashpee Town Manager
Via email

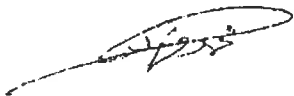
Dear Mr. Collins,

An issue has come up concerning the community gardens. It has been decided to lay down a cement slab in a 6"x6" corner of the Attaquin property and consecrate it for the disposal of garden plant refuse. The DPW will be clearing the pile a couple of times per year. I have sent a letter to Director Laurent explaining my objection to such plan (see enclosure I).

Mainly, I have argued that individual gardeners can independently dispose of whatever, as they do with their house trash, for instance bring the material to the transfer station. The principle of "carry in, carry out" may apply as with conservation land. Yet Director Laurent is concerned that some gardeners have no access to the transfer station (see enclosure II). Recently, DPW provided a barrel to dispose of "diseased" plants.

May I suggest a simple and satisfactory solution to place an appropriate number of barrels INSIDE the gardens' fenced area for collection of all plant material? This approach will probably satisfy Director Laurent's concerns, and my own concerns to preserve the corner's natural state and its beneficial "weeds"...

Respectfully yours,



Mohamad Fahd

Enclosure I: 2022-7-18 letter to DPW

Enclosure II: 2022-7-19 response from DPW

CC: C. Laurent, DPW Director

CC: A. MacManus, Mashpee Conservation Agent

**Town of Mashpee
Select Board**

Policy No: 081

Public Participation at Public Meetings

I. INTRODUCTION

The Mashpee Select Board welcomes everyone to its meetings and meetings of all other public Town boards, committees and commissions. All regular and special meetings of boards, committees and commissions shall be open to the public and shall conform at all times to the requirements of the Open Meeting Law of the Commonwealth of Massachusetts. (See Chapter 30A, Section 20 of Massachusetts General Laws) and Town General Bylaw Chapter 7 (Public Records and Open Meetings). The public shall be precluded from attending an executive session meeting of a public body for a valid reason pursuant to MGL Chapter 30A, Section 21. (Meeting of public body in executive session). All comments made by the public during meetings shall comport with this Policy and all speakers are encouraged to be civil and respectful.

II. AUTHORITY OF CHAIR

No person shall address a meeting of a public body without permission of the Chair (presiding official), and all persons shall, at the request of the Chair, be silent. No person shall disrupt the proceedings of a meeting of a public body. If a person: 1) Speaks out of order, 2) Engages in other disorderly or disruptive conduct during a meeting, 3) Attempts to engage in dialogue regarding pending litigation or other subject matter otherwise subject to executive session privilege, or 4) Attempts to address a matter that is not within the public body's scope of authority or jurisdiction (unless such comment is made within a designated "Public Comment Segment" for which no particular subject matter is identified on the meeting agenda), the Chair, in order to assure the orderly and peaceable conduct of the meeting, may, in their discretion, rule said person out of order, and, after clear warning from the Chair, may order the person to cease and desist such conduct. If, notwithstanding such order, a person continues to disrupt the proceedings, the Chair may order the person to withdraw from the meeting, and if the person does not withdraw, the Chair may authorize a constable or other duly authorized officer to remove the person from the meeting if necessary to maintain peace and good order. (See Massachusetts General Law Chapter 30A, Section 20, sub-section (g)). Notwithstanding the limitations outlined within this section, citizens may offer petitions, presentations, criticism of a policy or practice, or reference any matter of public interest without being considered "out of order", consistent with the constitutional rights of free speech and assembly and in due recognition of the principle that a public body cannot prevent all speech at a public meeting that may be upsetting and/or offensive to others.

III. PUBLIC HEARING COMMENTS

If a public hearing is posted within a public meeting, input from the public shall be permitted on the subject matter of the public hearing when the Chair invites public comment on such agenda item. Any person requesting to make a comment should identify themselves and state their address for the record of the proceedings.

IV. COMMENTS ON PUBLIC HEARING AGENDA ITEMS

If the Chair decides to allow public comment on a specific agenda item, other than comment from a person with a particular interest in the said agenda item, the comment time for each such person shall generally be limited to three (3) minutes or such other duration as may be deemed appropriate by the Chair. Any person requesting to make a comment should identify themselves and state their address for the record. Large groups addressing the same topic and offering similar sentiments are encouraged, but not required, to consolidate their remarks for meeting efficiency purposes.

V. PUBLIC COMMENT SEGMENTS OF MEETINGS

It is the policy of the Select Board to facilitate and encourage public engagement in Town matters of general public interest. To that end, the Board will routinely provide a public comment opportunity at its meetings. Public comment shall be subject to the Chair's authority to ensure that a meeting is conducted in an orderly and peaceable manner and that comments can be made in an open and welcoming atmosphere without regard to the content thereof.

Public comment periods provide an opportunity to address matters of public concern to the Board for future Board action or response. Public comment segments of meetings are intended to afford speakers an opportunity to address matters of broad public interest, to raise an individual concern, and to address matters of public policy. To that end, speakers are encouraged to be civil and respectful. Should a member of the public have issue with an individual Board member, town employee or other person, it is recommended that such concern be expressed and presented to the Board ,in writing, and the matter will, as warranted, be investigated and addressed at a future meeting.

The Chair may set reasonable time, place and manner standards for the conduct of public comment segments of meetings as follows:

1. Set reasonable time limits on individual comments at the start of the public comment period.
2. Ask all speakers to sign up in advance of the commencement of the comment period.
3. Recognize speakers prior to anyone addressing the Board.
4. Direct all speakers to address the Board from the lectern or table facing the Board unless any speaker requires a special accommodation to speak from another location.
5. Rule any speaker out of order for violating this Policy or,as the Chair may deem necessary, to assure that the meeting is conducted in an orderly and peaceable manner.
6. Suspend or adjourn the meeting should a speaker fail, after appropriate warning, to adhere to directions from the Chair.
7. Take any other action needed to allow the business before the Board to be conducted in an orderly and peaceable manner.

If the posted agenda for a public meeting includes a "public comment" item, input from the public shall be permitted when the Chair acknowledges said item on the agenda. Members of the public shall sign up or request to speak at the time designated by the Chair. Comments from the public shall generally be limited to three (3) minutes for each individual. Any person requesting to make a comment should identify themselves and state their address for the record. Large groups addressing the same topic are encouraged to consolidate their remarks.

VI. RESPONSE TO PUBLIC COMMENTS

Upon closing of a public hearing, further public comments on the subject matter of the hearing shall not be heard. If public comments are allowed by the Chair with respect to a posted agenda item, further discussion/additional comment may be permitted in the discretion of the Chair. If an individual makes comments during a "public comment segment" of a meeting, consistent with requirements of the Open Meeting Law, the public body will generally not discuss or respond to such comments, except under extenuating circumstances and only if the Chair permits. General public comment segments of public meetings are not intended to initiate discussion, debate, or dialogue between and among the public body and an individual on any matter which is not duly identified and posted in the meeting agenda; rather, they are intended to provide citizens with an opportunity to express a statement or opinion in the public forum of the public body.

VII. REASONABLE ACCOMMODATIONS

Any person who wishes to make a public comment before any board, committee or commission and requires accommodations on the basis of a speech-related disability or who requires language interpretation services may be allotted a total of five minutes to present their comments. Speakers should notify the board, committee or commission forty-eight (48) hours in advance by telephone if such arrangements need to be made.

*Adopted by the
Mashpee Board of Selectmen
September 23, 2019
Revised May 23, 2022
Proposed for Revision April 3, 2023*



Mashpee Select Board
PROCLAMATION
Council on Aging Volunteers

WHEREAS, the Mashpee Select Board recognizes how dedicated and helpful the Council on Aging volunteers are; and

WHEREAS, the volunteers are essential for the Council on Aging to arrange for the senior population of Mashpee to receive much needed services and activities; and

WHEREAS, the "Friendly Visitor" program offers much needed friendship, collegiality, and kindness to seniors unable to leave their homes; and

WHEREAS, the volunteers are invaluable to the operation of the Mashpee Thrift Shop located at the Mashpee Senior Center; and

WHEREAS, the volunteers transport many of Mashpee's older citizens to appointments and events and deliver for the Meals on Wheels program, as well as bringing flowers to those celebrating their 90th (and beyond) birthdays; and

WHEREAS, the faithful volunteers work to help hold social events for seniors and are there to act as greeters and receptionists to those that come to the Senior Center; and

THEREFORE, we, the members of the Mashpee Select Board, do hereby proclaim April 27, 2023 to be "COUNCIL ON AGING VOLUNTEERS DAY" in the Town of Mashpee.

Mashpee Select Board

David W. Weeden, Chair

John J. Cotton, Vice-Chair

Thomas F. O'Hara, Clerk

Carol A. Sherman

Michaela Wyman-Colombo