

**BOARD OF SELECTMEN AGENDA
MONDAY, JULY 11, 2022
WAQUOIT MEETING ROOM
MASHPEE TOWN HALL
16 GREAT NECK ROAD NORTH
MASHPEE, MA 02649**

MASHPEE TOWN CLERK

JUL 07 2022

RECEIVED BY: JK

3:37 PM

Broadcast Live on Local Cable Channel 18 *Streamed Live Mashpee Website: <https://www.mashpeema.gov/channel-18>*

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

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

MINUTES

- Discussion and Approval of Monday, June 27, 2022 Regular Session Minutes

APPOINTMENTS & HEARINGS

- **6:35 pm Public Hearing:** New Application for a Chapter 12 Annual All- Alcoholic Beverages Restaurant License: Wildfire Pizza LLC 2 Center Street Unit 2A Mashpee, MA 02649: Lisa Cannata Manager
- Discussion and Approval of Chapter 12 Annual All- Alcoholic Beverages Restaurant License: Wildfire Pizza LLC 2 Center Street, Unit 2A, Mashpee, MA
- *Finance Director Dawn Thayer:* Discussion and Approval of End of Year Transfers
- *Department of Public Works Director Catherine Laurent:* Discussion and Approval of Change Order #2 for the Mashpee Middle-High School Track & Field Renovation
- *Fire Chief John Phelan:*
 - Discussion and Certification of the Hiring Process for Firefighter/EMT: Tyler Cuzzo
 - Discussion and Approval of Dispatch Agreement with the Barnstable Sheriff's Department
- Discussion and Approval of Municipality Statement of Commitment: Public Health Excellence Grant Program for Shared Services
- Discussion and Approval of the Following Special Event:
 - Community Connections, Inc. Field Day, July 22, 2022 9:30 am – 2 pm Heritage Park: *Rocco Achille*
- **6:45 pm:** Presentation by the Department of Environmental Protection
- Interviews, Discussion and Possible Approval of the Following for Appointment to the Sewer Commission:
 - Chad Smith
 - Phyllis Sprout
 - F. Thomas Fudala
 - Catherine Castaneda
- Discussion and Possible Approval of Appointment of one of the Following to the Affordable Housing Committee:
 - Meredith Kilpatrick, Arden Russell, Gary Shuman

COMMUNICATIONS & CORRESPONDENCE

OLD BUSINESS

NEW BUSINESS

- Discussion of Agenda Topics for the Joint Meeting with the Mashpee Wampanoag Tribe on Monday, July 18, 2022

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

LIAISON REPORTS

TOWN MANAGER UPDATES

PUBLIC COMMENT

EXECUTIVE SESSION

- Discussion of Strategy with Respect to Michael Mendoza Worker's Compensation Claim/Litigation Pursuant to MGL c. 30A, §21 (a) (3)

ADJOURNMENT

AGENDA
BOARD OF SELECTMEN
MONDAY, JUNE 27, 2022
WAQUOIT MEETING ROOM
MASHPEE TOWN HALL
16 GREAT NECK ROAD NORTH
MASHPEE, MA 02649

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

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

MINUTES

Discussion and Approval of Monday, June 6, 2022 Regular & Executive Sessions; Thursday, June 9, 2022 Regular Session

APPOINTMENTS & HEARINGS

- Discussion and Approval of the Following: Special Events, Temporary Sign Permits and One Day Liquor License:
 - **La Tavola (Special Event Temporary Sign Permit, One Day Liquor License)** – August 26, 2022; 5-9 pm; Steeple Street; Mashpee Chamber of Commerce
 - **Grandparents Day Run/Walk (Special Event, Temporary Sign Permit)** – September 11, 2022; 8-10 am; Cape Cod Children's Museum; Laura Francher
 - **Community Healing Event (Special Event)** – July 9, 2022; 12-4 pm; Mashpee Community Park; Donna Jean Lopez
 - **Hazardous Waste Collection (Temporary Sign Permit)**; Catherine Laurent
- Department of Public Works Director Catherine Laurent: Discussion and Approval of the Following:
 - Award of New Annual Department of Public Works Contracts
 - Award of Contract for Street Light Maintenance
 - Award of Contract for Replacement of Electric Partition at Town Hall
- Update on Wastewater Project: Ray Jack
- Updated Information on Cesspool Locations: Board of Health

COMMUNICATIONS & CORRESPONDENCE

Arden Russell Cadrin

OLD BUSINESS

NEW BUSINESS

- Discussion and Certification of the Hiring Process for Firefighter/EMT Bruno Arraes: Fire Chief John Phelan
- Discussion and Approval of Annual Reappointments to Boards, Committees, and Commissions
- Update on Clear Cutting at Lots 64, 58, & 54 Algonquin Avenue

ADDITIONAL TOPICS

This space is reserved for topics that the Chairman did not reasonably anticipate would be discussed

Endorsement of Revised Wastewater Plans for Easements/Order of Takings

LIAISON REPORTS

TOWN MANAGER UPDATES

PUBLIC COMMENT

EXECUTIVE SESSION

ADJOURNMENT

Mashpee Select Board
Minutes
June 27, 2022

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

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

MINUTES

Monday, June 6, 2022 Regular & Executive Sessions; Thursday, June 9, 2022 Regular Session:

Motion made by Selectman O'Hara to approve the Regular and Executive Session minutes of Monday, June 6, 2022 and Regular Session minutes of Thursday; June 9, 2022 as presented.

Motion seconded by Selectman Cotton.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Gottlieb, yes	Selectman Weeden, yes	Selectman Cotton, yes
Selectman O'Hara, yes	Selectman Sherman, yes	Opposed, none

APPOINTMENTS & HEARINGS

Discussion and Approval of the Following: Special Events, Temporary Sign Permits and One Day Liquor License:

La Tavola (Special Event Temporary Sign Permit, One Day Liquor License) – August 26, 2022; 5-9 pm; Steeple Street; Mashpee Chamber of Commerce:

Grandparents Day Run/Walk (Special Event, Temporary Sign Permit) – September 11, 2022; 8-10 am; Cape Cod Children's Museum; Laura Francher:

Hazardous Waste Collection (Temporary Sign Permit): Catherine Laurent:

The Mashpee Select Board reviewed the above referenced Special Event Applications which include Temporary Sign Permits for the 15th Annual LaTavola and 3rd Annual Grandparents Day 5k Run and Walk as well as the Annual Hazardous Waste Collection.

The Annual La Tavola event hosted by the Chamber of Commerce is scheduled to be held on Friday, August 26, 2022 from 5:00 p.m. to 9:00 p.m. on Steeple Street in front of the Mashpee Public Library. A temporary 32 square foot banner is proposed to be placed near the Mashpee Rotary. The fundraiser for the Mashpee Chamber scholarship requests a One-Day Liquor License to compliment the 5-course Italian dinner.

Mashpee Select Board
Minutes
June 27, 2022

APPOINTMENTS & HEARINGS

Discussion and Approval of the Following: Special Events, Temporary Sign Permits and One Day Liquor License: (continued)

La Tavola (Special Event Temporary Sign Permit, One Day Liquor License) – August 26, 2022; 5-9 pm; Steeple Street; Mashpee Chamber of Commerce:

Grandparents Day Run/Walk (Special Event, Temporary Sign Permit) – September 11, 2022; 8-10 am; Cape Cod Children's Museum; Laura Francher:

Hazardous Waste Collection (Temporary Sign Permit); Catherine Laurent:

The Grandparents Day 5k Run and Walk is hosted by the Cape Cod Children's Museum on Sunday, September 11, 2022 from 8:00 a.m. to 10:00 a.m. Directional signs and markers are requested to be placed along the route from the museum to Shore Drive West and back.

The Household Hazardous Waste Collection will be held on the grounds of the Mashpee Middle/High School on Saturday, August 20, 2022 from 9:00 a.m. to 1:00 p.m. A total of 8 temporary ground signs, 3 square feet would be erected at various locations to announce this event.

The (3) applications have been reviewed and approved by respective regulatory agencies with stipulations attached to the representing correspondence.

Motion made by Selectman Sherman to approve the Annual Special Event Applications of La Tavola; Temporary Sign Permit and One Day Liquor License, Grandparents Day Run/Walk Temporary Sign Permit and Hazardous Waste Collection Temporary Sign Permit as referenced.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Gottlieb, yes	Selectman Weeden, yes	Selectman Cotton, yes
Selectman O'Hara, yes	Selectman Sherman, yes	Opposed, none

Community Healing Event (Special Event) – July 9, 2022; 12-4 pm; Mashpee Community Park; Donnajean Lopez:

A Special Event Application was presented to the Select Board for the One Shared Spirit, Inc. Community Healing Event planned to be held at the Community Park on July 9, 2022 from 12:00 p.m. to 4:00 p.m. The event has been withdrawn by the applicant.

Mashpee Select Board
Minutes
June 27, 2022

APPOINTMENTS & HEARINGS

Department of Public Works Director Catherine Laurent: Discussion and Approval of the Following:

Award of New Annual Department of Public Works Contracts:

Catherine Laurent, Director of Public Works was in attendance to recommend the Select Board award contracts for Annual Bids for FY23. This includes HVAC Service and Repair, Line Painting/Paint, Thermoplastic, Recessed Markers, Plumbing and Purchase & Delivery of Sand.

The bids are the first year of a two-year bid. The firms recommended in the memorandum of June 17, 2022 are the low and responsive bids.

Motion made by Selectman Cotton to award Contracts for the above referenced Annual Bids for FY23 as outlined in the memorandum from the Director of Public Works.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Gottlieb, yes	Selectman Weeden, yes	Selectman Cotton, yes
Selectman O'Hara, yes	Selectman Sherman, yes	Opposed, none

Award of Contract for Street Light Maintenance:

It is recommended the Select Board award a 3-year contract commencing on July 1, 2022 for Streetlight Maintenance to Pine Ridge Technologies, Inc. to maintain the Town's 370 street lights. Cost assumptions were outlined in a memorandum to the Select Board dated June 21, 2022. The annual contract is part of a regional bid process to allow the Town to secure competitive pricing.

Motion made by Selectman Cotton to award the Street Light Maintenance contract to Pine Ridge Technologies, Inc. as recommended.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Gottlieb, yes	Selectman Weeden, yes	Selectman Cotton, yes
Selectman O'Hara, yes	Selectman Sherman, yes	Opposed, none

Award of Contract for Replacement of Electric Partition at Town Hall:

Two bids were received in response to advertisement for the replacement of the electric partition in the Waquoit/Ockway Meeting Rooms. One bid was rejected as non-responsive.

It is the recommendation of the DPW Director to award a contract to The Pappas Company in the amount of \$62,700. The price includes Bid Alternate No. 1 for the removal of a second partition including the track which has never been used.

Mashpee Select Board
Minutes
June 27, 2022

APPOINTMENTS & HEARINGS

Award of Contract for Replacement of Electric Partition at Town Hall: (continued)

Motion made by Selectman Cotton to accept the recommendation of the DPW Director and award a contract to The Pappas Company in the amount of \$62,700 for the Town Hall Partition to include Bid Alternate No. 1.

Motion seconded by Selectman Sherman.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Gottlieb, yes

Selectman Weeden, yes

Selectman Cotton, yes

Selectman O'Hara, yes

Selectman Sherman, yes

Opposed, none

Update on Wastewater Project: Ray Jack:

The Select Board met with Ray Jack, engineer to discuss the status of Phase I associated to the Wastewater Plan. Appreciation was given to Mr. Jack for his expertise and for taking on this project and moving it forward for the Town of Mashpee. It was agreed the Wastewater Project would be a regular update on the Select Board's agenda.

Mr. Jack gave a brief PowerPoint presentation on the project status. It was disclosed the mandatory pre-qualification process for the General Contractor and Sub-bidders is complete. All (3) contracts are currently being advertised in the Central Register.

In the process the Sub-contractors bid opening occurs before the General Contractor bid opening. Sub-contractor bids are scheduled to be open on August 9, 2022. The General Contractor bid opening is scheduled on August 11, 2022. The contract execution for both bids is September 30, 2022.

The bidding includes; Water Resource Recovery Facility (WRRF) General Contractor and Sub-contractors under Contract #1 as referenced.

Under Contract #2, the bid opening for Collection System North is August 4, 2022. Contract #3 Collection System South bid opening is August 11, 2022. The contract execution for these bids is also September 30, 2022.

Mr. Jack gave a brief overview of the bid process under Phase I contracts. Within Contract #1 WRRF, a new Membrane Biological Reactor (MBR) facility would be constructed south of the Transfer Station. The Average Daily Flow (ADF) is 120k/GPD. The Maximum Daily Flow is 360K/Gallons Per Day.

The Collection System North under Contract #2 is planned North of Route 28. Contract #3 Collection System South, south of Route 28 includes (3) lift stations to be located on Falmouth Road, Brewster Road and Mashpee Neck Road.

The resource recovery process and its capacity as well as expansion and discharge were briefly reviewed. When the plant is online actual flows would be determined and assist with the data review.

Mashpee Select Board
Minutes
June 27, 2022

APPOINTMENTS & HEARINGS

Updated Information on Cesspool Locations: Board of Health:

Correspondence was received from Glen Harrington, Health Agent dated June 22, 2022 regarding the assembly of updated information pertaining to cesspool locations. At this time, the Board of Health staff is unable to fulfill this request. The Town Manager has agreed to post and fill the position of a part-time scanning clerk who would be responsible for compiling this information. The position was previously approved, but not filled.

The data would include a list of the number of cesspools and associated street addresses within the phases of the sewer project as defined in the Nitrogen Management Plan.

COMMUNICATIONS & CORRESPONDENCE

Correspondence regarding Annual Reappointments:

The Select Board was in receipt of communication from Arden Russell dated June 15, 2022 regarding Annual Reappointments. The letter was acknowledged for informational purposes.

NEW BUSINESS

Discussion and Certification of the Hiring Process for Firefighter/EMT Bruno Arraes: Fire Chief John Phelan:

Correspondence was received from Fire Chief John Phelan dated June 21, 2022 regarding the Hiring Process of Bruno Arraes for appointment as a Step 1 Firefighter/EMT.

Town Manager Rodney C. Collins affirmed that all Town procedures relative to the Hiring Process have been fully adhered to. With the Select Board's certification Mr. Arraes would begin work on June 28, 2022.

Motion made by Selectman Sherman to certify the Hiring Process of Bruno Arraes as Step 1 Firefighter/EMT.

Motion seconded by Selectman Cotton.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Gottlieb, yes
Selectman O'Hara, yes

Selectman Weeden, yes
Selectman Sherman, yes

Selectman Cotton, yes
Opposed, none

Mashpee Select Board
Minutes
June 27, 2022

Discussion and Approval of Annual Reappointments to Boards, Committees, and Commissions:

The Select Board made note of the comment made by Ms. Russell in her communication of June 15, 2022 suggesting the actions of those individuals slated for reappointment, particularly those on regulatory Boards should be evaluated to maintain the best interest of the community by upholding existing rules, regulations and bylaws.

Town Manager Rodney C. Collins indicated if there is a specific concern regarding a meeting, an incident or an issue, with the appropriate date and time fact finding would be considered by an appropriate party or through Town Counsel. After review and by mutual consent, the Selectmen Board took the following action.

Motion made by Selectman Cotton to approve the Annual Reappointment List as provided.

Motion seconded by Selectman Weeden.

Roll Call Vote:

Selectman Gottlieb, yes

Selectman Weeden, yes

Selectman Cotton, yes

Selectman O'Hara, yes

Selectman Sherman, yes

Opposed, none

Update on Clear Cutting at Lots 64, 58, & 54 Algonquin Avenue:

Correspondence was received from Evan Lehrer, Town Planner dated June 23, 2022 regarding the clear cutting at 54, 58 and 64 Algonquin Avenue, Mashpee. The Planning Board at its meeting of June 8, 2022 voted unanimously to seek an informal jurisdictional interpretation from the Cape Cod Commission staff.

Site alterations and site disturbance greater than two acres including but not limited to clear cutting, grading and clearing land, unless such alteration or disturbance is conducted in conjunction with a building permit for a structure of a DRI approval or in conjunction with a municipal project trigger a mandatory referral from the Cape Cod Commission for review as a development of regional impact (DRI).

It is anticipated the Town would obtain an informal jurisdictional interpretation by June 25, 2022. Currently the stop work order remains in place.

ADDITIONAL TOPICS

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

Endorsement of Revised Wastewater Plans for Easements/Order of Takings:

Motion made by Selectman Sherman to add to the agenda, the endorsement of revised wastewater plans for Easements/Order of Takings.

Motion seconded by Selectman Cotton.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Gottlieb, yes

Selectman Weeden, yes

Selectman Cotton, yes

Selectman O'Hara, yes

Selectman Sherman, yes

Opposed, none

Mashpee Select Board
Minutes
June 27, 2022

Endorsement of Revised Wastewater Plans for Easements/Order of Takings: (continued)

The unanticipated agenda topic was placed on the agenda to move forward with the endorsement of revised wastewater plans related to Easements and Order of Takings for sewer lines and lift stations. The documents are prepared to move forward with the Select Board's endorsement.

Motion made by Selectman Sherman to Endorse the Revised Wastewater Plans for execution.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Gottlieb, yes

Selectman Weeden, yes

Selectman Cotton, yes

Selectman O'Hara, yes

Selectman Sherman, yes

Opposed, none

LIAISON REPORTS

Cell Tower: There have been repeated calls regarding the cell tower. Blue Sky is responding.

Affordable Housing: The 950 Falmouth Road affordable housing project is moving forward with construction anticipated to begin this fall.

TOWN MANAGER UPDATES

Police Department: The Town Manager was pleased to announce the accreditation received by the Mashpee Police Department meeting high standards on policies and procedures, operations and facilities. Mashpee is the 3rd police department on the Cape to receive full accreditation. A letter of commendation is forthcoming to the Chief of Police and his department in achieving this goal.

Select Board Meeting: The Select Board is scheduled to meet jointly with the Tribal Council at their Governmental Center on July 18, 2022. In the absence of live broadcasting, the Select Board was agreeable to recording this meeting.

Mashpee Pow Wow: The Town Manager was noted to have authorized a sign permit to announce the Pow Wow.

Public Hearing – Parking Restrictions: It was agreed the Select Board would hold a public hearing in July with adequate public notice on parking within and on Town ways and properties. The Select Board has the authority to adopt parking restrictions.

Mashpee Select Board
Minutes
June 27, 2022

PUBLIC COMMENT

Susan Dangel a resident of 72 Cotuit Road and a member of the Save Mashpee Pond Alliance met with Select Board one year ago today regarding the matter of cyanobacteria. The issue remains a concern. The Alliance is fully supportive of sewerage of the ponds. Wakeby is scheduled to be sewerage by the Town of Sandwich, and it is hopeful the dialogue between the two towns would continue.

Ms. Dangel gave high praise to Ashley Fisher, the Director of Natural Resources. Ms. Fisher met with the Alliance and fielded questions regarding the ponds. It was a wonderful exchange of ideas.

Ms. Dangel requested the Select Board continue offering communication on the sewerage project. Phase II has now been deferred to October, but it is unclear if the project will move forward. Ms. Dangel stated she is hopeful that it will soon be announced that Phase II is back on track.

This discussion prompted the Select Board to schedule the Director of Natural Resources to attend the next meeting to further define the pending issues associated to the ponds.

An additional agenda topic is an outline from the DEP regarding the regulatory changes on Title V as it pertains to nitrogen. When scheduled additional regulatory boards would be invited to attend.

ADJOURNMENT

Motion made by Selectman Sherman to adjourn at 7:39 p.m.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Gottlieb, yes

Selectman Weeden, yes

Selectman Cotton, yes

Selectman O'Hara, yes

Selectman Sherman, yes

Opposed, none

Respectfully submitted,

Kathleen M. Soares

Secretary to the Select Board

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

Pursuant to M.G.L. c 138, the Board of Selectmen, acting as the Local Licensing Authority for the Town of Mashpee, will conduct a public hearing on the application of Wildfire Pizza LLC, 2 Center Street, Unit 2A, Mashpee MA 02649, Lisa Cannata, Manager, for a new §12 Annual All Alcoholic Beverages Restaurant License. The premises is described as a one floor ground unit with a basement for storage, 3,520 sq. ft. total, one main dining room, an open kitchen, two bathrooms, two entrances and two exits.

Said hearing will be held on Monday, July 11, 2022 at 6:35 p.m. in the Waquoit Meeting Room at 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.mashpeeema.gov/channel-18>

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



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

Pursuant to M.G.L. c 138, the Board of Selectmen, acting as the Local Licensing Authority for the Town of Mashpee, will conduct a public hearing on the application of Wildfire Pizza LLC, 2 Center Street, Unit 2A, Mashpee MA 02649, Lisa Cannata, Manager, for a new §12 Annual All Alcoholic Beverages Restaurant License. The premises is described as a one floor ground unit with a basement for storage, 3,520 sq. ft. total, one main dining room, an open kitchen, two bathrooms, two entrances and two exits.

Said hearing will be held on Monday, July 11, 2022 at 6:35 p.m. in the Waquoit Meeting Room at Mashpee Town Hall, 16 Great Neck Road North, Mashpee, MA 02649.

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Per Order of,

Board of Selectmen
Andrew R. Gottlieb, Chair
David W. Weeden, Vice Chair
John J. Cotton, Clerk
Thomas F. O'Hara
Carol A. Sherman

Per Order of
Mashpee Board of Selectmen

Andrew R. Gottlieb, *Chair*
David W. Weeden, *Vice-Chair*
John J. Cotton, *Clerk*
Thomas F. O'Hara
Carol A. Sherman

July 1, 2022




TOWN OF MASHPEE

OFFICE OF THE SELECTMEN

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

MEMORANDUM

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

From: Stephanie A. Coleman, Administrative Secretary 

Date: June 2, 2022

Subj: New Annual All Alcoholic Beverages License Application – Wildfire Pizza LLC.

Description

Discussion and approval of the application of Wildfire Pizza LLC., for a new All Alcoholic Beverages Restaurant License.

Background

Pursuant to M.G.L. c 138, the Board of Selectmen, acting as the Local Licensing Authority for the Town of Mashpee, will conduct a public hearing on the application of Wildfire Pizza LLC, 2 Center Street, Unit 2A, Mashpee MA 02649, Lisa Cannata, Manager, for a new \$12 Annual All Alcoholic Beverages Restaurant License. The premises is described as a one floor ground unit with a basement for storage, 3,520 sq. ft. total, one main dining room, an open kitchen, two bathrooms, two entrances and two exits.

Recommendation

Attached for your reference is the completed Retail Alcoholic Beverages License Application.

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 Wildfire Pizza LLC

ADDRESS 2 Center Street, Unit 2A

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 SUBMIT THIS APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL:

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

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 LICENSEMunicipality **1. LICENSE CLASSIFICATION INFORMATION****ON/OFF-PREMISES****TYPE****CATEGORY****CLASS**

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.

Is this license application pursuant to special legislation?

☐ Yes ☒ NoChapter 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.

Premises consist of a ground floor and basement (for storage only). The ground floor and basement each have a square footage of 1,760 square feet. There is one main dining room, a kitchen, and two bathrooms. There are two small tables outside of the entrance for outdoor dining. The kitchen is semi open to the main dining room so patrons can see the brick ovens.

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 Date of Incorporation
 State of Incorporation Is the Corporation publicly traded? ☐ Yes ☒ 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
Michael Cannata	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Manager	50	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input checked="" type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Lisa Cannata	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Manager	50	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input checked="" type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

Additional pages attached? ☐ Yes ☒ No

CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☒ No

APPLICATION FOR A NEW LICENSE**6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE**

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

Name	License Type	License Name	Municipality

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

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

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

7. OCCUPANCY OF PREMISES

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

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

Please indicate by what means the applicant will occupy the premises

Lease

Landlord Name Ryandrach LLC

Landlord Phon

Landlord Email

Landlord Address

Lease Beginning Date

June 15, 2022

Rent per Month

\$2,640.00

Lease Ending Date

June 14, 2027

Rent per Year

\$31,680.00

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

☐ Yes ☒ No

APPLICATION FOR A NEW LICENSE**8. FINANCIAL DISCLOSURE**

A. Purchase Price for Real Estate	NA
B. Purchase Price for Business Assets	\$5,000.00
C. Other * (Please specify below)	\$15,000.00
D. Total Cost	\$20,000.00

*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
Michael & Lisa Cannata	\$20,000.00
Total	\$20,000.00

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.
NA			<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.

and Lisa
Michael Cannata will be personally providing the above funds.

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
1985	1995	space systems specialist	US Government	Captain French
2000	present	Realtor	Kinlin Grover	Jack Driscoll
2016	present	Owner/Operator	Wildfire Brick Oven Pizza	None

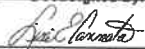
D. PRIOR DISCIPLINARY ACTIONHave you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? ☐ Yes ☒ No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

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

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

Manager's Signature

DocuSigned by:



0A8871B125304FC...

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
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.

APPLICANT'S STATEMENT


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

of Wildfire Pizza 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: 
DocuSigned by:
0A8871B125304FC...

Date: 6/18/2022

Title: Manager/Owner/Operator

ENTITY VOTE

The Board of Directors or LLC Managers of

Wildfire Pizza

Entity Name

duly voted to apply to the Licensing Authority of

Mashpee

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

Jun 15, 2022

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

Lisa Cannata

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

Lisa Cannata

Name of Liquor License Manager

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

A true copy attest,

For Corporations ONLY

A true copy attest,

DocuSigned by:



Corporate Officer /LLC Manager Signature

Corporation Clerk's Signature

Lisa Cannata

(Print Name)

(Print Name)

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)

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



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

DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

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

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>		LICENSEE NAME:		CITY/TOWN:	
---	--	----------------	--	------------	--

APPLICANT INFORMATION

LAST NAME:	CANNATA	FIRST NAME:	LISA	MIDDLE NAME:	ELIZABETH			
MAIDEN NAME OR ALIAS (IF APPLICABLE):	LISA WHITEMORE	PLACE OF BIRTH:	S. WEYMOUTH					
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):				
MOTHER'S MAIDEN NAME:	ALBERT	DRIVER'S LICENSE #:		STATE LIC. ISSUED:	Alabama MA			
GENDER:	FEMALE	HEIGHT:	5	4	WEIGHT:	130	EYE COLOR:	GREEN
CURRENT ADDRESS:								
CITY/TOWN:	SANDWICH	STATE:	MA	ZIP:	00563			
FORMER ADDRESS:								
CITY/TOWN:	DENNISPORT	STATE:	MA	ZIP:	02639			

PRINT AND SIGN

PRINTED NAME:	LISA CANNATA	APPLICANT/EMPLOYEE SIGNATURE:	
---------------	--------------	-------------------------------	--

NOTARY INFORMATION

On this	May 26, 2022	before me, the undersigned notary public, personally appeared	Lisa Cannata
(name of document signer), proved to me through satisfactory evidence of identification, which were		MA Driver's Lic	
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.			
		 NOTARY	

DIVISION USE ONLY

REQUESTED BY:	
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE	

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



DEBORAH F. KAYE
Notary Public, Commonwealth of Massachusetts
My Commission Expires August 10, 2023



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

DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

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: LICENSEE NAME: CITY/TOWN:

APPLICANT INFORMATION

LAST NAME: CANNATA FIRST NAME: MICHAEL MIDDLE NAME: SCOTT

MAIDEN NAME OR ALIAS (IF APPLICABLE): PLACE OF BIRTH: BOURNE

DATE OF BIRTH: SSN: ID THEFT INDEX PIN (IF APPLICABLE):

MOTHER'S MAIDEN NAME: LOEWINGER DRIVER'S LICENSE #: STATE LIC. ISSUED: Alabama MA

GENDER: MALE HEIGHT: WEIGHT: 250 EYE COLOR: HAZEL

CURRENT ADDRESS:

CITY/TOWN: SANDWICH STATE: MA ZIP: 02563

FORMER ADDRESS:

CITY/TOWN: DENNISPORT STATE: MA ZIP: 02639

PRINT AND SIGN

PRINTED NAME: MICHAEL CANADA APPLICANT/EMPLOYEE SIGNATURE: 

NOTARY INFORMATION

On this May 27, 2022 before me, the undersigned notary public, personally appeared Michael Cannata
(name of document signer), proved to me through satisfactory evidence of identification, which were MA 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.

Deborah F. Kaye
NOTARY

DIVISION USE ONLY

REQUESTED BY:

SIGNATURE OF CORI-AUTHORIZED EMPLOYEE

The DCJII Identify Theft index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJII. 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 DCJII via mail or by fax to (617) 660-4614.



DEBORAH F. KAYE
Notary Public, Commonwealth of Massachusetts
My Commission Expires August 10, 2023

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 #: 303b793a-d794-4e85-98e3-77fc7b095828

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	Wildfire Pizza LLC	\$200.00
		\$200.00

Total Convenience Fee: \$4.70

Date Paid: 6/14/2022 5:48:23 PM EDT

Total Amount Paid: \$204.70

Payment On Behalf Of

License Number or Business Name:
Wildfire Pizza LLC

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
Jeremy

Last Name:
Carter

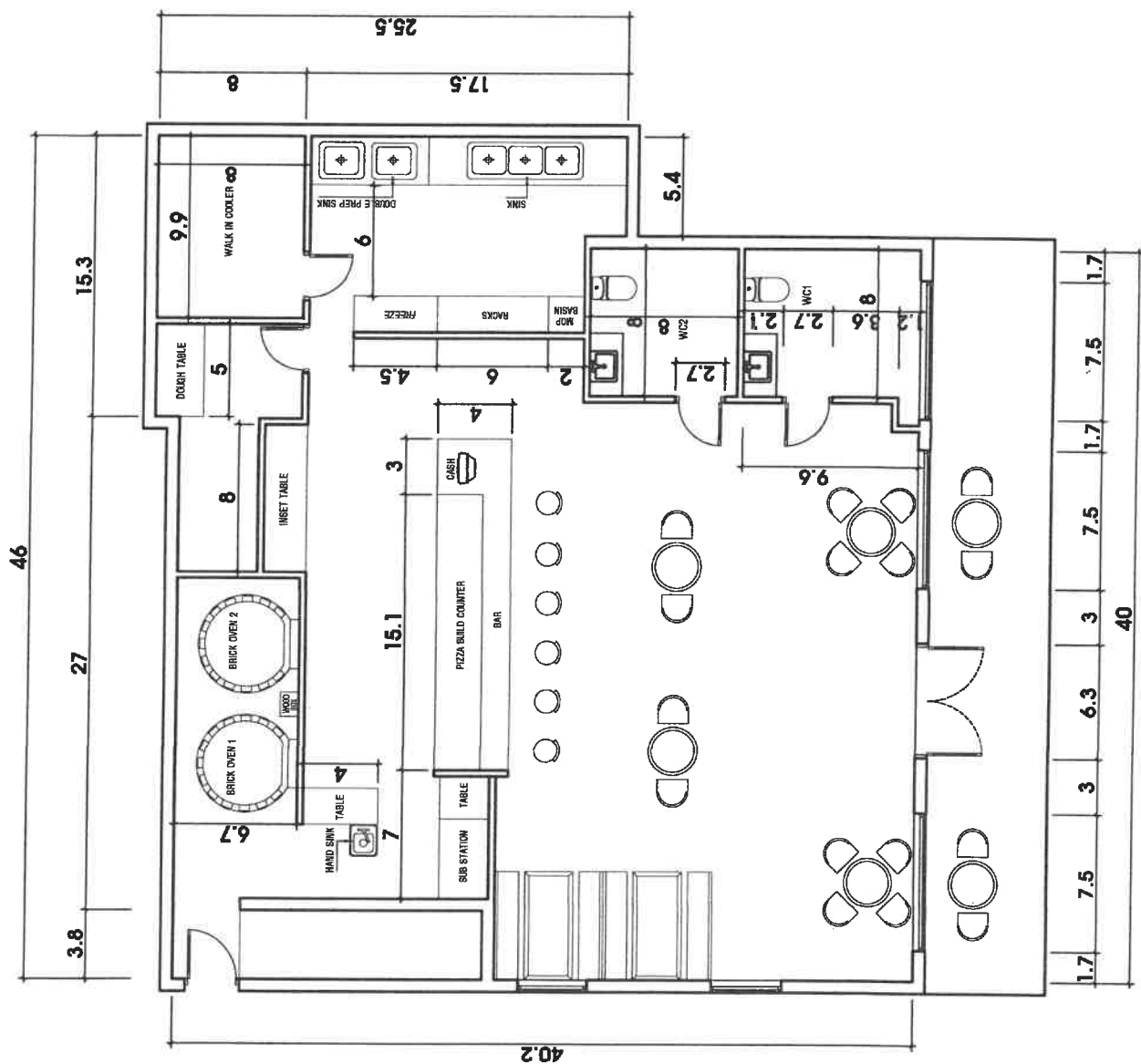
Address:

City:
Hyannis

State:
MA

Zip Code:
02601

Email Address:



FLOOR PLAN

COMMERCIAL LEASE

**"THIS IS A LEGALLY BINDING CONTRACT.
IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE"**

THIS LEASE AGREEMENT made on the 14th day of April, 2022 by and between Ryandrach LLC, with a mailing address of _____, Mashpee, MA 02649, (hereinafter referred to as "LANDLORD") and Mike and Lisa Cannata with a mailing address of _____, Sandwich, MA 02563 (hereinafter referred to as "TENANT").

THIS LEASE AGREEMENT replaces the lease agreement made on February 18, 2022 for the lease of Unit 2B located at 2 Center Street, Mashpee, MA 02649. The front page of the VOIDED Unit 2B lease is attached as reference (Exhibit A).

WITNESSETH:

That in consideration of the rents and covenants herein set forth, the LANDLORD hereby leases to the TENANT and the TENANT hereby rents Unit 2A, measuring approximately 1,760 square feet ground floor and 1,760 square feet basement for storage only, at 2 Center Street, Mashpee, Massachusetts 02649 (hereinafter called the "Leased Premises"). This Lease shall be for the term and upon the rentals and subject to the terms and conditions as set forth in this Indenture of Lease.

1. USE

The TENANT shall use the Leased Premises solely for the purpose of operating a 25 to 35 seat paper and plastic pizza restaurant named WildFire Brick Oven Pizza. The TENANT shall not use or permit the Leased Premises to be used for any other business or purpose.

Smoking is NOT permitted on the inside of the premises by TENANT, guests or invitees. Smoking is allowed in designated outdoor smoking areas. TENANT understands that smoking on the premises shall be considered a material default under this lease agreement. In the event the premises are damaged in any way due to smoking on the premises, TENANT will be fully responsible for eradication of smoke related odors and repair of any damage due to the smoking. TENANT agrees that smoke related damages will in no way be considered ordinary wear and tear.

2. TERM

The base term of this Lease shall be for a period of **five (5) year**, commencing **June 15, 2022** and ending **June 14, 2027**, after which date TENANT may choose to renew this Indenture past the above-mentioned term of this Lease for up to two additional **five (5) year** Option Terms, for a total of up to ten additional years.

If the TENANT chooses to exercise the Option Term(s), TENANT must notify LANDLORD in writing no later than four (4) months in advance of the expiration of the current Term. If no such notice is given by TENANT, the Option Term shall be forfeit and the lease shall expire at the end of the current Term.

If the TENANT chooses not to renew the lease, after its first year, the TENANT may continue the lease Indenture, converted to a month-to-month Lease. Additionally, with a month-to month lease, each party shall have the right to terminate the Lease by giving at least one month's prior written notice to the other party.

3. RENT

The TENANT agrees to pay the LANDLORD as rent for the Leased Premises of said Lease the sum as follows: **\$31,680 per year, \$2,640 per month**. Rent shall begin on the earlier of June 15, 2022 or the date that the TENANT business begins to serve customers on the premises.

The TENANT agrees to pay on the 1st day of each month in advance without demand at Ryandrach, LLC, Mashpee, MA 02649, phone number _____, Emergency phone number _____, unless other mutually agreeable arrangements are made. Rent must be received by LANDLORD or its designated agent on or before the first day of each and every calendar month during the full term of this Lease. A late fee of 10% of that monthly rent shall be due as additional rent if TENANT fails to make rent payments on or before the 4th day of each month.

The TENANT shall pay, with the execution of the Lease, rent of **\$2,640 for the first month's rent**, and the **security deposit of \$2,640**

Rent for the option terms shall be as follows:

Option Terms:

If the Tenant elects to renew this lease, Rent for each year of Renewal Term shall be adjusted to reflect the percentage increase over the Rent as of the Rent Commencement Date, if any, of the Consumer Price Index of All Urban Consumers Northeast, all items (1982-84=100) issued by the United States Department of Labor for The Consumer Price Index, which rent shall be payable in monthly installments, in advance, on the first day of each month; provided, however, that any such rental payments shall not be less than the Base Rent in effect as of the Rent Commencement Date.

4. TERMINATION

At the expiration or earlier termination of this Indenture of Lease, TENANT shall, at TENANT's expense, remove all of TENANT's personal property, and repair all injury done by or in connection with the installation or removal of said property, and surrender the Leased Premises, broom clean and in as good condition as they were at the beginning of the term, approved modifications and reasonable wear excepted. All property of TENANT remaining on the Leased Premises after the expiration or earlier termination of this Lease shall be conclusively deemed abandoned and at LANDLORD's option, may be retained by LANDLORD, or may be removed by LANDLORD, and TENANT shall reimburse LANDLORD for the cost of such removal.

LANDLORD may have any such property stored at TENANT's risk and expense.

5. UTILITIES & SERVICES

TENANT shall be responsible for all utilities and services that are furnished to the Leased Premises, with the exception of those services provided by the Condominium Association. The application for and connecting of utilities, as well as all services, shall be made by and only in the name of the TENANT, including: water, electricity gas, internet, telephone/data, trash removal, grease trap maintenance, and rodent control.

LANDLORD shall be responsible for Condominium Fees and assessments from the Condominium Association. The Condominium Association shall be responsible for snowremoval, landscaping, and maintenance of the exterior of the building.

6. TAXES

LANDLORD shall be responsible for property taxes associated with the Leased Premises. Any Personal Property Taxes assessed on the contents of the Leased Premises shall be the paid by the TENANT.

7. OBLIGATION BY TENANT

TENANT will replace promptly at its own expense with like kind and quality any plate glass, or any window glass, which may become broken or cracked in and upon said premises, unless damaged by fire, or act of LANDLORD, their agents or employees. TENANT will maintain the Leased Premises at its own expense in a clean, orderly and sanitary condition, including replacement of light bulbs, air filters and similar items. TENANT will comply with all laws and ordinances of governmental authorities. TENANT will not store, keep or maintain inflammable or other combustible materials on the premises, which would cause the insurance premiums for fire insurance on the premises to be increased. The easterly front picture window has an existing 3" minor crack in the window pane, LANDLORD to be responsible for replacement of the window pane in the advent that the minor crack propagates to an extent that the window pane needs to be replaced.

8. REPAIRS

LANDLORD will keep the exterior and the common areas of the Leased Premises in repair, provided that TENANT shall give LANDLORD written notice of the necessity of such repairs, and provided that the damage thereto shall not have been caused by the carelessness or negligence of TENANT, its agents, employees or servants, in which event TENANT shall be responsible therefor. TENANT will keep the interior of the Leased Premises in good repair and will surrender the Leased Premises at the expiration of the term of the Lease in good, broom-clean condition, excepting depreciation caused by ordinary wear and damage by fire or Act of God. TENANT will not overload the electrical wiring serving the Leased Premises or within the Leased Premises. The LANDLORD, shall make all the necessary repairs and replacements, pertaining to the Leased Premises including the repair and replacement of pipes, electrical wiring, heating and plumbing systems, fixtures and all other systems and appliances and their appurtenances original to the premises and not part of the TENANTS alterations of the space for its intended use. TENANT is responsible for all repairs and replacements of any material, equipment and fixtures installed by TENANT. The quality and class of all repairs and replacements shall be equal to the originalworth. If LANDLORD defaults in making such necessary repairs or replacements, the TENANTmay make them for the LANDLORD, and

such expenses will be deducted from rent payable by the TENANT. The TENANT shall not permit the leased premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. Existing heating and air conditioning unit repairs, maintenance and or replacement are the responsibility of the LANDLORD. Water heater will be upgraded at the expense of the TENANT, however subsequent repairs to the unit will become the the responsibility of the LANDLORD.

9. ALTERATIONS TO LEASED PREMISES

TENANT will have the right to have the following improvements completed at its own expense.

- Removal of some or all the interior walls. TENANT to submit a plan showing the proposed renovations, for LANDLORD approval, prior to commencement of the work.
- Re-plaster ceiling.
- Purchase and install flooring. All flooring materials to be selected by TENANT and approved by LANDLORD.
- Reconfiguration and/or upgrade of HVAC and plumbing, if required as a result of the reconfiguration of rooms.
- Relocation of sprinkler heads, if required as a result of the reconfiguration of rooms.
- All plans for renovations to be submitted to LANDLORD for approval prior to commencement of work.

TENANT must obtain prior written consent from LANDLORD before painting, installing fixtures, making alterations, additions or improvements and if permission granted, same shall become LANDLORD'S property and shall remain on the premises at the termination of the tenancy with the exception of the TENANT'S brick oven pizza, all kitchen equipment, commercial sinks, refrigeration and specialty external lighting. These listed items to remain the property of the TENANT. Permanent fixtures such as; toilets, bathroom sinks, flooring, recessed lighting, upgraded water heater all become the property of the LANDLORD. TENANT is responsible for obtaining all permits and associated fees.

10. SIGNS AND ADVERTISING

The TENANT shall have the right, at its own expense, to maintain signage on the building, as well as on the free-standing sign. TENANT will not place or suffer to be placed or maintained on the exterior of the Leased Premises any sign, advertising matter or other thing of any kind, and will not place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the Leased Premises without first obtaining permission from the LANDLORD, the Condominium Association, Town of Mashpee and/or any other governmental agency which should require approval of such signage; and TENANT further agrees to maintain such sign, decoration, lettering, advertising matter or other thing as may be approved in good condition and repair at alltimes.

11. FIRE INSURANCE

The TENANT shall not permit any use of the leased premises which will make voidable any insurance on the property of which the Leased Premised are a part, or on the contents of said

property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating association or any similar body succeeding to its powers. The TENANT shall on demand reimburse the LANDLORD, and all other TENANTS, all extra insurance premiums caused by the TENANT's use of the premises.

12. NO LIABILITY - INSURANCE

The TENANT agrees to take such steps as it may deem necessary and adequate for the protection of itself, and its agents, employees, invitees, and the property of the foregoing, against injury, damage or loss, by insurance. The LANDLORD, its agents and employees shall not be liable for any damage to property of the TENANT in the Leased Premises unless due to negligence of the LANDLORD and its agents.

The TENANT shall not be entitled to claim a constructive eviction from the Leased Premises unless TENANT shall have first notified LANDLORD in writing of the condition or conditions giving rise thereto, and, if the complaints be justified, unless LANDLORD shall have failed within a reasonable time after receipt of said notice to remedy such conditions.

12. INDEMNIFICATION

The TENANT will indemnify the LANDLORD and hold it harmless from and against any and all claims, actions, damages liability and expense including reasonable attorney's fees, in connection with loss of life, personal injury and/or damage to property arising from or out of the occupancy or use by TENANT of the Leased Premises or any part thereof or any other part of LANDLORD's property, occasioned wholly or in part by any act or omission of TENANT, its agents, contractors, invitees, or employees.

At its sole cost and expense, TENANT shall purchase and maintain commercial general liability insurance on the Premises, including a property damage provision, insuring against liability for injury to persons or property occurring on or about the Premises or arising out of the ownership, maintenance, use or occupancy of the Premises. The insurance shall be in an amount not less than \$1,000,000.00 combined single limit per occurrence, and a general policy aggregate of not less than \$2,000,000.00 if such aggregate applies to this policy.

All policies of liability insurance obtained now or at any future time by TENANT, must insure the interest of LANDLORD as Additional Insured under the form of endorsement which makes the coverage thereunder primary insurance as regards LANDLORD, and non-contributory with any other insurance carried by LANDLORD, shall include a long form non-contributory clause naming LANDLORD, as well as TENANT, as an insured. The policies shall also provide that LANDLORD be given at least thirty (30) days' notice before any cancellation or material modification of the policy.

Upon initial occupancy and upon later reasonable request, TENANT shall furnish to LANDLORD Certificates of Insurance evidencing the insurance coverage required by these provisions, and providing that LANDLORD shall receive 30 days' notice of cancellation or material change in coverage. Upon reasonable request, TENANT shall furnish LANDLORD with a copy of the premium bill and evidence of payment.

13. FIRE OR OTHER CASUALTY

In the event fire, or other casualty shall damage the Leased Premises, the TENANT shall give immediate notice thereof to the LANDLORD, and after such notice, an equitable reduction of rent shall be allowed by TENANT for the time such part or parts of the Leased Premises shall remain unoccupiable or incapable of use and occupancy, and this Indenture of Lease shall, unless notice is given as set forth below, continue in full force and effect, and the LANDLORD shall, at its own expense, with reasonable promptness, repair the premises. If the damage results from the act or omission of TENANT, or TENANT's agents, employees or invitees, TENANT shall not be entitled to any abatement or reduction of rent. LANDLORD need not restore fixtures and improvements owned by TENANT. In the event the Leased Premises shall before or after the commencement of the term, be so damaged that the LANDLORD shall decide not to repair the same, or if the LANDLORD shall decide to demolish or rebuild the Leased Premises for any reason whatsoever, upon notice to TENANT, the term of this Lease shall cease and terminate, effective as of the time of the damage, and the accrued rent, if any, shall be paid up to the time of the damage. The LANDLORD agrees that if the repairs provided for herein cannot be made, the LANDLORD shall notify the TENANT accordingly within sixty (60) days and then in such event TENANT shall have the right to terminate this Lease. All proceeds of insurance payable as a result of fire or other casualty shall be the sole property of the LANDLORD.

14.COMPLIANCE WITH LAWS AND REGULATIONS

TENANT, at its expense, shall promptly comply with all federal, state and municipal laws, orders, and regulations, and with all lawful directives of public officers, which impose any duty upon it or LANDLORD with respect to the Leased Premises. The TENANT at its expense shall obtain all required licenses or permits for the conduct of its business within the terms of this lease, or for the making of repairs, alterations, improvements, or additions. LANDLORD, when necessary, will join with the TENANT in applying for all such permits or licenses. In the event TENANT is unable to obtain all necessary federal (if applicable), state and local licenses and permits on or before June 15, 2022, this lease may be cancelled and all deposits and payment made hereunder shall forthwith be refunded and all obligations between the parties shall terminate.

15. CONDEMNATION

If the Leased Premises or any part thereof shall be taken by eminent domain, this Lease Agreement shall terminate on the date when title vests pursuant to such taking and the rent shall be apportioned as of said date. The TENANT shall not be entitled to any part of the award or any payment in lieu thereof; except that TENANT shall be entitled to any separate award rendered for trade fixtures installed by TENANT at its own cost and expense and which are not part of the realty.

16. INSPECTION BY LANDLORD

TENANT shall permit LANDLORD, its agents, employees and contractors to enter the Leased Premises, and all parts thereof, at any reasonable time and from time to time to inspect the same and to enforce or carry out any provision of this Indenture of Lease, or to show the Lease Premises to any potential lenders, buyers or TENANTS.

17. ASSIGNMENT OR SUBLETTING

TENANT will not assign this Lease Agreement in whole or in part, nor sublet all or any part of the Leased Premises or permit the use of any part of the Leased Premises by any other person, firm or entity without the prior written consent of LANDLORD first obtained. Consent by LANDLORD to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting.

18. PERFORMANCE BY TENANT

TENANT covenants and agrees that it will perform all agreements herein expressed on its part to be performed, and that it will promptly upon receipt of written notice specifying action desired by LANDLORD in connection with any such covenant, except the covenant to pay rent, commence to comply with such notice. If TENANT shall not commence and proceed diligently to comply with such notice to the satisfaction of LANDLORD within three (3) days after delivery thereof, then LANDLORD may, at its option, enter upon the Leased Premises, and do the things specified in the said notice, and LANDLORD shall have no liability to TENANT for any loss or damage resulting in any way from such action by LANDLORD, and TENANT agrees to pay promptly upon demand, any expense incurred by LANDLORD in taking such action.

19. DISTRAINT: OTHER REMEDIES OF LANDLORD UPON DEFAULT

(1) Failure of TENANT to pay rent or any additional rent when due, or (2) TENANT'S violation of any other term, condition or covenant of this lease (and if applicable, attached rules and regulations), condominium or HOA rules regulations, restrictions, by-laws or neighborhood deed restrictions or (3) failure of TENANT to comply with any federal, state and/or local laws, rules and ordinances, or (4) TENANT'S failure to move into the premises or TENANT'S abandonment of the premises, shall constitute a default by TENANT. Upon default, TENANT shall owe LANDLORD rent and all sums as they become due under the terms of this lease and any addenda attached hereto and any and all amounts owed to LANDLORD as permitted by Massachusetts law. If the TENANT abandons or surrenders possession of the premises during the lease term or any renewals, or is evicted by the LANDLORD, LANDLORD may retake possession of the premises and make a good faith effort to re-rent it for the TENANT account. Retaking of possession shall not constitute a rescission of this lease nor a surrender of the leasehold estate. If TENANT(s) breach this lease agreement, in addition to any other remedies available by law and this lease agreement, TENANT(s) shall be responsible for any leasing fee or commission charge which OWNER may incur in attempting to re-lease the premises through a licensed real estate company. If TENANT'S actions or inactions result in any fines, attorney's fees, costs or charges from or imposed by a condo association or homeowners association if in place, or governmental agency, TENANT shall be in default of this lease and shall be immediately required to pay such sums as additional rent.

ATTORNEY'S FEES: The prevailing party in any litigation between LANDLORD and TENANT concerning enforcement of the terms and conditions of the lease shall be entitled to reasonable attorney's fees and court costs. LANDLORD and TENANT waive the right to demand a jury trial concerning any litigation between LANDLORD and TENANT regarding enforcement of the terms and conditions of this lease.

20. REMEDIES CUMULATIVE

No mention in this Lease Agreement of any specific right or remedy shall preclude LANDLORD from exercising any other right or from having any other remedy, or from maintaining any action to which it may otherwise be entitled either at law or equity; and the failure of LANDLORD to insist in any one or more instance upon a strict performance of any covenant of this Lease Agreement or to exercise any option or right herein contained shall not be construed as a waiver or relinquishment for the future of such covenant, right or option, but the same shall remain in full force and effect unless the contrary is expressed in writing by LANDLORD.

21. SUCCESSORS AND ASSIGNS

This Lease Agreement and the covenants and conditions herein contained shall inure to the benefit of and be binding upon LANDLORD, its successors and assigns, and shall inure to the benefit of TENANT and only such assigns of TENANT to whom the assignment by TENANT has been consented in writing to by LANDLORD.

22. FORCE MAJEURE

The LANDLORD shall be excused for the period of any delay in the performance of any obligation hereunder when prevented from so doing by cause or causes beyond LANDLORD's control which shall include, without limitation, all labor disputes, civil commotion, war, war-like operations, invasion, rebellion, hostilities, military or usurped power sabotage, governmental regulations or controls, fire or other casualty, inability to obtain any material, services or financing or through Acts of God.

23. NOTICES

All notices from TENANT to LANDLORD required or permitted by any provisions of this Indenture of Lease shall be directed to LANDLORD at 45 Frog Pond Close, Mashpee, MA 02649. All notices from LANDLORD to TENANT so required or permitted shall be directed to TENANT at 132 Great Hill Road, Sandwich, MA 02563. Either party may, at any time or from time to time designate in writing a substitute address from that above set forth, or thereafter notices shall be directed to such substitute address.

24. MAINTENANCE

In consideration of the LANDLORD paying monthly Condominium Fees, the Condominium Association shall be responsible for the plowing of snow in the parking lot as well as the regular upkeep and maintenance of the grounds and landscaping of the Leased Premises. TENANT shall be responsible for purchasing and replacing HVAC filters quarterly.

25. SUBORDINATION

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

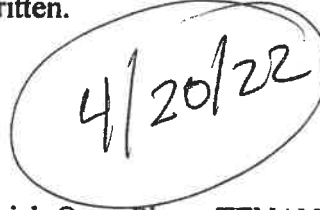
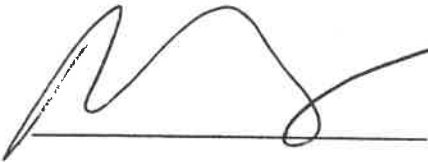
26. SECURITY DEPOSIT

The Security Deposit shall be held as security for the TENANT's performance as herein provided and refunded to the TENANT at the end of this Indenture of Lease subject to the TENANT's satisfactory compliance with the conditions set forth herein.

27. APPLICABLE LAW

This Lease Agreement shall be construed under the laws of the Commonwealth of Massachusetts, and may be executed in multiple parts and via digital distribution and production.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement under their respective seals as of the day and year first above written.



Mike Cannata personally & on behalf of WildFire Brick Oven Pizza, TENANT



Lisa Cannata personally & on behalf of WildFire Brick Oven Pizza, TENANT

William Lovely, on behalf of Ryandrach LLC, LANDLORD

VOID "Exhibit A"

COMMERCIAL LEASE

**"THIS IS A LEGALLY BINDING CONTRACT.
IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE"**

THIS LEASE AGREEMENT made on the 18th day of February, 2022 by and between Ryandrach LLC, with a mailing address of _____, Mashpee, MA 02649, (hereinafter referred to as "LANDLORD") and Mike and Lisa Cannata with a mailing address of _____, Sandwich, MA 02563 (hereinafter referred to as "TENANT")

WITNESSETH:

That in consideration of the rents and covenants herein set forth, the LANDLORD hereby leases to the TENANT and the TENANT hereby rents Unit 2B, measuring approximately 1,664 square feet ground floor and 1,664 square feet basement for storage only, at 2 Center Street, Mashpee, Massachusetts 02649 (hereinafter called the "Leased Premises"). This Lease shall be for the term and upon the rentals and subject to the terms and conditions as set forth in this Indenture of Lease.

1. USE

The TENANT shall use the Leased Premises solely for the purpose of operating a 25 to 30 seat paper and plastic pizza restaurant named WildFire Brick Oven Pizza. The TENANT shall not use or permit the Leased Premises to be used for any other business or purpose.

Smoking is NOT permitted on the inside of the premises by TENANT, guests or invitees. Smoking is allowed in designated outdoor smoking areas. TENANT understands that smoking on the premises shall be considered a material default under this lease agreement. In the event the premises are damaged in any way due to smoking on the premises, TENANT will be fully responsible for eradication of smoke related odors and repair of any damage due to the smoking. TENANT agrees that smoke related damages will in no way be considered ordinary wear and tear.

2. TERM

The base term of this Lease shall be for a period of **five (5) year**, commencing **June 15, 2022** and ending **June 14, 2027**, after which date TENANT may choose to renew this Indenture past the above-mentioned term of this Lease for up to two additional **five (5) year** Option Terms, for a total of up to ten additional years.

If the TENANT chooses to exercise the Option Term(s), TENANT must notify LANDLORD in writing no later than four (4) months in advance of the expiration of the current Term. If no such notice is given by TENANT, the Option Term shall be forfeit and the lease shall expire at the end of the current Term.

MSC SEC



Town of Mashpee

*16 Great Neck Road North
Mashpee, Massachusetts 02649*

MEMORANDUM

Date: July 7, 2022

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

FROM: Dawn Thayer, Finance Director *DT*

RE: End of Year Transfer Requests

Description: Request for transfer of funds within the FY 2022 Treasurer/Collector expense budgets as well as a request for a transfer of funds from the FY 2022 Police Department expense budget, to their salary budget. Please see the attached End of Year Transfer Request forms for accounts and transfer figures.

Background: M.G.L. Chapter 44, Section 33B allows for transfer between departmental appropriations at the end of a fiscal year, if an unanticipated deficit occurs as of 6/30/22. This transfers avoids the requirement to raise the deficit (s) on the following year's tax recap.

Recommendation: Approval of the attached end of year transfers.





REQUEST FOR END OF YEAR APPROPRIATION TRANSFER

Chapter 44, section 33B of the Massachusetts General Laws, allows the Selectmen, with the agreement of the Finance Committee, to transfer any departmental appropriation to another appropriation within the same or other department during May, June and the first fifteen days of July. The transfer may not be used to transfer from a municipal light or school department budget.

To the Finance Director:

You are hereby authorized to perform the following appropriation transfer as approved by the Board of Selectmen and Finance Committee:

Date: 7/11/22

Amount of transfer: \$2,100

Transfer FROM Account: 01145105-5380 (Treas/Collector Foreclosure Expense)

Transfer TO Account: 01145103-5340 (Treas/Collector Postage Expense)

Selectmen Approved:

_____	_____
_____	_____
_____	_____

Finance Committee Approved:

_____	_____
_____	_____
_____	_____



REQUEST FOR END OF YEAR APPROPRIATION TRANSFER

Chapter 44, section 33B of the Massachusetts General Laws, allows the Selectmen, with the agreement of the Finance Committee, to transfer any departmental appropriation to another appropriation within the same or other department during May, June and the first fifteen days of July. The transfer may not be used to transfer from a municipal light or school department budget.

To the Finance Director:

You are hereby authorized to perform the following appropriation transfer as approved by the Board of Selectmen and Finance Committee:

Date: 7/11/22

Amount of transfer: \$40,000

Transfer FROM Account:	01210102-5210	(Police Energy Expense=\$10,000)
	01210102-5480	(Police Vehicle Supplies=\$28,000)
	01210102-5580	(Police Field Supplies=\$2,000)

Transfer TO Account:	01210101-5132	(Police Sergeant Overtime=\$40,000)
----------------------	---------------	-------------------------------------

Selectmen Approved:

_____	_____
_____	_____
_____	_____

Finance Committee Approved:

_____	_____
_____	_____
_____	_____
_____	_____



Town of Mashpee

Department of Public Works

350 Meetinghouse Road
Mashpee, Massachusetts 02649
Telephone - (508) 539-1420
Fax - (508) 539-3894

MEMORANDUM

June 30, 2022

TO: Select Board
Rodney Collins, Town Manager

FROM: Catherine Laurent, Director *CL*

RE: Recommendation for Approval of Change Order #2 - Track & Field Renovation at Mashpee Middle-High School

Description

The General Contractor submitted an additional Proposed Change Orders (PCO) for the track and field improvement project at the Mashpee Middle-High School (MMHS). PCO#3 will result in a net increase to the project cost of \$8,420.92.

Background

The Town signed a contract with Green Acres Landscape & Construction Co., Inc. for renovation of the track and field in the Stadium at the MMHS in May. Funding for the project was approved at the May Town Meeting.

The School Department requested installation of conduit across the field from the existing press box to the visitor stands. Currently, A/V is only provided on one side of the field. This conduit would allow for installation of A/V equipment on both sides.

Other minor site work changes are also included – adding 27 feet of fence (+), removing 267 feet of existing sidewalk (+), eliminating backflow preventer (-), eliminating 722 square feet of new sidewalk (-).

Recommendation

I recommend that the Select Board approve Change Order #2 for Green Acres Landscape. CO#2 will **increase** the project cost by **\$8,420.92**. With CO#1 and CO#2, the net change to the contract will be an increase of \$4,110.59 or 0.16%.

Pros and Cons

Discussion of the conduit should have occurred during design and if it had, the original project scope would have included it. Once the track and field are completed, the conduit cannot be practicably be installed. That being said, if conduit is to be installed, it needs to be scheduled as soon as possible before paving of the track and installation of the field materials is undertaken.

The other changes were proposed after review of actual conditions on site with the contractor and will improve the final project.



AIA®

Document G701™ – 2017

Change Order

PROJECT: (Name and address)
Track & Field Improvements
Mashpee Middle-High School
500 Old Barnstable Road
Mashpee, MA 02649

CONTRACT INFORMATION:
Contract For: General Construction
Date: May 11, 2022

CHANGE ORDER INFORMATION:
Change Order Number: 02
Date: June 27, 2022

OWNER: (Name and address)
Town of Mashpee
Department of Public Works
350 Meeting House Road
Mashpee, MA 02649

ARCHITECT: (Name and address)
Gale Associates, Inc.
163 Libbey Industrial Parkway
Weymouth, MA 02189

CONTRACTOR: (Name and address)
Green Acres Landscape & Construction
Co., Inc.
21 Malbone Street
Lakeville, MA 02347

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

PCO 3 - Walkway modifications, fencing, communications conduit, removal of backflow preventer - \$8,420.92

The original Contract Sum was	\$	2,509,951.00
The net change by previously authorized Change Orders	\$	-4,310.33
The Contract Sum prior to this Change Order was	\$	2,505,640.67
The Contract Sum will be increased by this Change Order in the amount of	\$	8,420.92
The new Contract Sum including this Change Order will be	\$	2,514,061.59

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be unchanged.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Gale Associates, Inc.

Green Acres Landscape & Construction Co., Inc.

Town of Mashpee

ARCHITECT (Firm name)

CONTRACTOR (Firm name)

OWNER (Firm name)

Kathleen D. Hervol/cmh

Edmund Maiato For G.A.L.C.

SIGNATURE

SIGNATURE

SIGNATURE

Kathleen Hervol, Sr. Project Mgr.

Edmund Maiato, Sr. Project Mgr.

Rodney C. Collins, Town Manager

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

June 27, 2022

6/28/22

DATE

DATE

DATE

Green Acres
LANDSCAPE & CONSTRUCTION
CO. INC.
21 Malbone Street
Lakeville, MA 02347
P. (508) 823-6699 F. (508) 823-7502

June 21, 2022

P.C.O. # 3 REVISED

Kathleen D. Hervol
Senior Project Manager
Gale Associates
163 Libbey Parkway
Weymouth, MA 02189-0004

Attention: Kathy,

Enclosed is a proposal made at your request for changes to the original project scope for the Mashpee Middle-High School-Track and Field Project. This Proposed Change Order was prepared based on your email request dated June 14, 2022 as Change Order # 2 as well as additional information you provided via email on June 21, 2022.

Scope of Work:

Green Acres Landscape & Construction will furnish labor, equipment and materials to perform the following scope of work:

- Furnish and install approximately (310) linear feet of 2" diameter conduit for future communications (cable by others). The conduit will be installed across the middle of the field ending in the grass areas located in front of each set of bleachers (home and away). Each end of the conduit will terminate in (1) SSI Combox on each end as shown on SK-2.
- The addition of approximately (27) linear feet of 8' tall chain link fencing matching the materials as originally specified as shown on SK-3B.
- Remove and dispose of approximately 267 linear feet of 5-foot-wide concrete sidewalk.
- Elimination of the proposed backflow preventer from the project scope.
- Eliminate approximately 722 square feet of sidewalk preparation and paving in the area adjacent to the concession stand.

Cost to be Added to the Original Project Value \$12,966.44

Cost Credited to the Original Project Value (\$4,545.52)

Total Net Cost to be Added to the Original Project Value \$8,420.92

This proposal will add 0 days to the original project schedule

This proposal excludes the following:

Anything not previously mentioned under scope of work.

Payment to be made as follows: Net 30 days from invoice

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over the above estimate. Our workers are fully covered by Workman's Compensation Insurance. Note: This proposal may be withdrawn by us if not accepted within 60 days.

Authorized Signature _____

Ed Maiato

Ed Maiato

Senior Project Manager/Lead Estimator

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as described. Payment will be made as outlined above.

Signature _____

[Signature]

*SUBJECT TO SELECT BOARD
APPROVAL*

Date of Acceptance: _____

6/27/22

RODNEY C. COLLINS
Town Manager



Town of Mashpee

Fire & Rescue Department

20 Frank Hicks Drive

Mashpee, MA 02649

V 508.539.1457

Date: June 27, 2022

From: Fire Chief John F. Phelan

To: Rodney Collins, Town Manager

Re: New Hire Certified Process

RECEIVED

JUN 27 2022

Human Resources Department

Mr. Collins:

An entry level Firefighter written exam process was initiated and posted on October 20, 2020 with an application deadline of November 10, 2020. The Town Human Resources Department administered an entry level written exam on January 14, 2021 at Quashnet Elementary School. The HR Department received 37 applicants with 29 attending the exam.

22 Candidates that received a passing score of 70% or greater were selected for an interview by categorizing their applications as certified Firefighter 1&2, paramedic, paramedic students currently enrolled in a paramedic program, and utilizing their written test score. 12 candidates were chosen for an interview with 10 candidates ultimately scheduled.

The 10 candidates were set up for an interview by a three person panel that began on February 21, 2021. The panel consisted of the Assistant Town Manager, Human Resources Director and Deputy Fire Chief. The same set of interactive questions were asked of each candidate by the panel. At the completion of the interview the candidates were further scored by the panel and presented to the Fire Chief. The candidates were ranked into 4 categories. These consisted of the list below.

1. Highly Recommended
2. Recommended
3. Recommended with hesitation
4. Not recommended.



Town of Mashpee

Fire & Rescue Department

20 Frank Hicks Drive

Mashpee, MA 02649

V 508.539.1457

Candidate *Tyler Cuzzo* granted a final interview with the Fire Chief on *March 11, 2022* and given a conditional offer for hiring. The conditional offer consist of the list below.

- Comprehensive background investigation
- Physical examination by the Town Appointed Physician
- Psychological examination by the Town Appointed Psychologist
- Commonwealth of Massachusetts Division of Human Resources, Firefighter Physical Ability Test.
- The Firefighter must reside within 15 miles of the Town of Mashpee within one year from the date of hire.
- The Firefighter must be a Nationally Registered EMT.

I affirm that all phases of the entry level selection process have been completed and that the process has been monitored and reviewed by the Department of Human Resources.

I respectfully request certification of the selection process with the appointment of *Tyler Cuzzo* on *July 12, 2022* a step 1 Firefighter /EMT.

John F. Phelan, Fire Chief



Town of Mashpee

Fire & Rescue Department

20 Frank Hicks Drive

Mashpee, MA 02649

V 508.539.1457

Date: July 7, 2022

To: Rodney Collins, Honorable Members of the Select Board

From: Fire Chief John F. Phelan

Re: Barnstable County Sheriff's Office Communication Center Contract.

I have submitted the BCSO Dispatch Contract for review and approval. The only change for FY 23 is an increase from \$118,948.26 to \$130,997.88. This figure represents an increase of 10.1% over FY22, which is based solely on the increase in incidents during FY 22. There are no changes within the contract language.

Respectfully,

**Conditions and Operating Policies for the
Operation of a Communications Center
for the Town of Mashpee
by the Barnstable County Sheriff's Office**

The intent of this agreement is to describe the mutual responsibilities of the Barnstable County Sheriff's Office and the Town of Mashpee in the cooperative operation of a primary fire department dispatch system. This agreement shall cover the period from July 1, 2022 through June 30, 2023, and shall renew on an annual basis unless cancelled by either party. Each year the parties shall agree to a new annual fee for fire dispatch and CMED and update the attached fee addendum.

The policies and procedures regarding the operation and administration of the Sheriff's Communications Center is the responsibility of the Sheriff. With regard to all other policies and procedures concerning public safety within the Town of Mashpee, they are the responsibilities of the Town of Mashpee.

The Primary Public Safety Answering Point (PSAP) and Radio Dispatch System is to be operated by the Sheriff. All Mashpee Fire Department 911 emergency calls will be answered by the Mashpee Primary PSAP located at the Sheriff's Office Communications Center, as well as the seven digit fire department emergency number, for call processing and dispatching over Mashpee fire frequencies. The Town of Mashpee shall maintain the ability, within the Mashpee Police Department Dispatch Center, to serve as a back-up fire department dispatch system.

The Sheriff is responsible for all operational aspects of the Communications Center, including the answering of emergency telephone traffic and the dispatching of fire apparatus for the Town of Mashpee.

The Dispatch System shall operate in the following manner:

- I. Fire/EMS calls for service are to be answered at the Sheriff's Office Communication Center. The primary responsibility for the operation and procedures used by the Primary PSAP remain with the Sheriff's Office in accordance with the State 911 Department.
- II. Primary responsibility for answering and dispatching for the Mashpee Fire Department placed on the (508) 477-1234 Fire Department seven (7) digit emergency line, lies with the Sheriff's Office Communications Center.

Any long distance charges will be billed to the Town of Mashpee, not the Caller.

Emergency calls that are received by the Mashpee Police Department for fire or ambulance via telephone or radio, shall be transferred directly to the Barnstable Sheriff's Office Communications Center.

- III. A seven (7) digit, non-published, local (Mashpee) telephone number shall be established for use by fire department personnel for the purpose of recall information, etc. Any long distance charges will be billed to the Town of Mashpee, not the Caller.
- IV. Radio communications for the Mashpee Fire Department shall be broadcast over the regional 800 radio system and simulcast over 33.68mhz from the main base station located at the Mashpee Police Headquarters by means of remote control circuits. The simulcast equipment shall be the responsibility of the Town of Mashpee".
- V. The Town of Mashpee Fire Department shall be responsible for providing and maintaining a Fire Department Policies and Procedures Manual as it relates to dispatching, call processing and related issues for the Mashpee Fire Department at the Sheriff's Office Communications Center.
- VI. In the event of telephone line failure or technical difficulty (equipment failures, natural disasters, storms, etc.) that render the Sheriff's Office Communications Center unable to provide dispatch services, the Mashpee Fire Department shall assume all responsibilities of fire dispatch for the Town, using in-house resources, at no expense to the Sheriff's Office. Once the problem has been resolved, dispatch operations shall resume at the Sheriff's Office.
- VII. An annual fee to provide the fire dispatch services as outlined in the addendum to this agreement, shall be assessed to the Town of Mashpee. The fee to be paid quarterly, will be in effect on July 1, 2022 to June 30, 2023.

The Duties and Responsibilities of the Sheriff shall include the following:

- 1) Receipt Fire/Rescue related emergency 911 calls from the Primary PSAP and the radio dispatch of same. If it is necessary to provide the caller with pre-arrival instructions, the telecommunicator at the Sheriff's Office will be available to stay on the line with the caller to provide this service.
- 2) Receipt of Fire/Rescue emergency calls on the (508) 477-1234 fire emergency line and the radio dispatch of the same.
- 3) Processing of fire department radio traffic to emergency responses by the Fire Department.
- 4) The "Toning Out" of manpower recall.

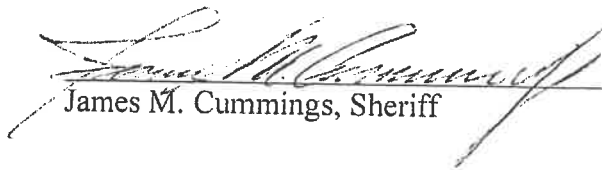
- 5) Receipt of non-emergency fire department traffic on an unpublished telephone line for manpower recall, run times, etc., for the purpose of maintaining department operations.
- 6) Monitor the activity of all fire department vehicles.
- 7) Maintain a log of all fire department vehicle activities.
- 8) Monitor and act upon Mutual Aid requests for Town of Mashpee.
- 9) Notify other public/safety service agencies, utilities (Gas, Power, DNR, etc.), upon request of the Fire Department.
- 10) Monitor and dispatch fire alarms received by telephone, from commercial alarm monitoring firms for properties in the Town of Mashpee. This applies to the testing of all fire alarms. All testing will be performed with the approval and coordination of the Mashpee Fire Department.
- 11) The establishment of a conflict resolution committee. The purpose of the committee is to address and resolve any and all problems or discrepancies that may occur between the Barnstable County Sheriff's Office and the Town of Mashpee Fire Department during the scope of this agreement. Each agency is responsible for appointing members to the committee for representation.

This agreement may be canceled for any reason by either party, by providing written notice of not less than 90 days. The Town will reimburse the Barnstable County Sheriff's Office for any installation and equipment expenses that were incurred in the implementation of the Primary PSAP and Dispatch System at the Sheriff's Office for the Town of Mashpee. Staffing policies, daily operating procedure and administrative management of the Sheriff's Office Communications Center shall be the sole responsibility of the Sheriff and/or his designee.

CMED

Provide a communications link (patch), using the CMED (Centralized Medical Emergency Direction) radio system, for fire department ambulances transporting patients to the hospital.

For the **SHERIFF'S OFFICE**


James M. Cummings, Sheriff

6/29/22
Date

For the **MASHPEE BOARD OF SELECTMEN**

_____	_____
	Date
_____	_____
	Date
_____	_____
	Date
_____	_____
	Date:
_____	_____
	Date:

ADDENDUM

Fire Dispatch and CMED Services Fee Structure

July 1, 2022 through June 30, 2023

Combined Fee for Fire Dispatch and CMED for Fiscal Year 2023

\$ 130,997.88. TOTAL



Town of Mashpee
BOARD OF HEALTH
16 GREAT NECK ROAD NORTH
MASHPEE, MASSACHUSETTS 02649
(508) 539-1426 * Fax (508) 477-0496



Public Health
Prevent. Promote. Protect.

MEMORANDUM

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

CC: Wayne Taylor, Assistant Town Manager
Terrie Cook, Administrative Assistant

FROM: Christine Willander, Assistant Health Agent

DATE: July 7, 2022

SUBJ: Participation in the Public Health Excellent Grant Program for Shared Services

This memorandum is provided in accordance with Select Board Policy #19. Please direct any questions to the Board of Health.

DESCRIPTION: The Board of Health is seeking the Select Board's support of a request for the Town to participate in the Public Health Excellence Grant Program for Shared Services, through Barnstable County Department of Health and Environment.

BACKGROUND: The Special Commission on Local and Regional Public Health recommended that the number of Massachusetts local boards of health utilizing cross-jurisdictional services or shared services be increased as part of its blueprint for a more effective and efficient local public health system. Shared services can be beneficial for health departments that support the belief that, by working together, pooling resources, and sharing staff, expertise, funds and programs, they can improve services, and do it more efficiently and more cost-effectively. Barnstable County Department of Health and Environment was awarded a contract through the Massachusetts Department of Public Health's Office of Local and Regional Health, with an annualized amount of \$300,000 for three years to support new cross-jurisdictional sharing arrangements across the Cape and to expand existing ones. Some examples of how participation in this program will benefit local boards of health are: 1) by providing enhanced support for current coordinated efforts such as cyanobacteria, PFAS and hoarding; 2) by supporting workforce development through a local public health training hub; and 3) by supporting smaller, voluntary shared services collaborations as identified by participating towns.

RECOMMENDATION: Recommend participation in the program, to ensure a "seat at the table" when proposed programs and initiatives are being discussed and decided. The Town can opt-out of the program at any time.

MDPH-Public Health Excellence Grant

CROSS-JURISDICTIONAL SHARING

Background

Massachusetts has 351 cities and towns, each of which has an autonomous Board of Health. Given the disparity in size and resources among municipalities, this has led to inconsistencies in local public health capacity to carry out statutory powers and duties and in resources available to smaller or less affluent communities. Despite its value, the use of shared services in Massachusetts has been limited.

The Special Commission on Local and Regional Public Health (SCLRPH) recommended that the number of Massachusetts local boards of health utilizing cross-jurisdictional services or shared services be increased as part of its blueprint for a more effective and efficient local public health system. The Commission noted in its final report (available at www.mass.gov/orgs/special-commission-on-local-and-regional-public-health) "By pooling resources, functions, and expertise, a consortium of cities and towns, especially those that are smaller or less prosperous, can improve compliance with their statutory and regulatory mandates and expand the protections and opportunities they offer residents". Shared services can be beneficial for health departments that believe by working together – pooling resources, sharing staff, expertise, funds and programs – across boundaries, they can accomplish more than they could do alone.

The national Center for Sharing Public Health Services (CSPHS) has identified a spectrum of public health sharing arrangements ranging from as needed or limited shared service arrangements to full regionalization/consolidation of all health services (see Spectrum of Cross-jurisdictional Sharing Arrangements in COMMBUYS). The spectrum provides useful framing for considering options for cross-jurisdictional sharing. Please note that this RFR is intended to support the more tightly integrated arrangements on the spectrum.

This RFR represents a unique opportunity to transform the Massachusetts local public health system into a public health system of the 21st Century and improve health and enhance equity for all. Building on existing infrastructure and respecting local autonomy, Massachusetts can offer new ways to organize and support local health departments to raise standards, strengthen collaboration, better use technology, improve skills, and stabilize resources.

PROGRAM PURPOSE:

Expand and formalize shared services arrangements to provide a more comprehensive and equitable set of public health services with a sustainable business model.

WHO DOES THIS INVOLVE:

Each town will have a representative on the Governance Board. Resources and assistance provided by MDPH, MAHB and CSPHS Roadmap.

HOW:

Governance board will include a representative from each town and will meet regularly under established rules of procedure to make democratic decisions about cross-jurisdictional policies, personnel, operations, and finances.



PHASE I:

Hire Cross Jurisdictional Sharing Coordinator for this project. Focus on “conceptual feasibility” with respect to cross-jurisdictional sharing arrangements. What type of agreement to use based on the needs of each municipality and available resources? Do we have many small arrangements, larger arrangements or a mix of both? What public health services can we add or improve upon?

As funding is made available, two additional staff will be hired to provide direct services to each town.

PHASE II

Look at results from Phase I and examine our priorities to develop a plan or plans for implementation. Sample agreements and resources for development of agreements are available through MDPH, MAHB and the *Center for Sharing Public Health Services (CSPHS)*. To assist with developing plans, the CSPHS has identified a spectrum of public health sharing arrangements extending from as needed or limited shared service arrangements to full regionalization/consolidation of all health services.

As funding is made available, two additional staff will be hired to provide direct services to each town.



PHASE III

Focus on ensuring implementation meets the overall plan and goals for the sharing arrangement(s) as well as for the individual, participating municipalities. As opportunities to improve are identified, the governing body will continue to provide guidance to the Cross Jurisdictional Sharing Coordinator for the continued development of the program.

****NOTE****

As the program continues, we will cycle through phases I-III to continue to enhance current public health services across the County.

Next Steps:

- Confirm each town's participation in project and identify town representatives.
- Town will complete and return Letters of Commitment.
- Set up initial meeting to develop governance structure.
- Hire Cross- Jurisdictional Sharing (CJS) Coordinator.

**** Each municipality shall retain its board of health legal authority unless a municipality votes to delegate part or all of its authority to the governance board and the governance board votes to accept it. Boards of health must approve agreements to delegate their legal authority. ****

IMPORTANT DETAILS:

Grant award is for up to \$300,000.00 annually for a duration of 3 years (initial timeframe might be shorter as this RFP was supplemental to a previous RFP). There is the opportunity to renew the option 3 times, at 3 years for each option with a possible end date of June 30, 2033. Payment of funds will be in periodic installments based on completion of deliverables.

- Per MDPH RFP:
 - In moving towards sustainable shared services arrangements, it is anticipated that a significant portion of the funds will be used to support staffing (including contractors/consultants). Staffing patterns should be arranged to meet the needs of the proposed cross-jurisdictional sharing arrangement and be in compliance with the Special Commission's workforce standards.
 - Any funds designated in the budget that are unspent in any fiscal year will not be available for expenditure in the subsequent fiscal year without a formal contract amendment re-authorizing these funds. The maximum obligation of the contract will automatically be reduced by the amount of the unspent funds from the prior fiscal year.
 - Grant funds can be used for staff salaries, benefits, payroll taxes, consultants, facilities, travel, program supplies, and related expenses. The primary purpose of this procurement is to **expand local public health capacity** by adding staff and/or consultants to provide direct public health services.
 - The lead applicant may charge up to 15% to the grant for administrative costs. Funds cannot be used for equipment without prior written approval from DPH. Funds cannot be used for capital expenses under any circumstances. Funds cannot be used to supplant existing municipal funding for public health services.
- Requirements- Commitments
 - Designate a management position from lead entity to coordinate between municipalities and with DPH; Erika Woods (EW) will serve in this role to start.
 - Submit letters of commitment to be part of the Shared Services Area from all participating municipalities by March 15, 2022. (The MDPH acknowledges that this deadline is unreasonable and will take these letters as soon as we are able to get them completed. Periodic installment of funds will depend on completion of these letters.
 - CJS Coordinator will provide quarterly invoices and progress updates. First one due April 30, 2022.
 - CJS Coordinator will attend monthly check-in meetings with OLRH staff.
 - Submit a full, detailed workplan for the shared service area by late summer/ early fall. Governance Committee will help develop this and it will be completed by CJS Coordinator.
 - Submit a detailed strategic plan that includes sustainability plans within 12 months of the end of current COVID-19 public health emergency. Governance Committee will help develop this and it will be completed by CJS Coordinator.
 - All towns will participate in MDPH needs/ resource assessment in early summer. Details to follow.
 - All towns will commit to utilizing MAVEN, MIIS, workforce standards provided in Blueprint, and new local public health data reporting system under development.



TOWN OF MASHPEE

OFFICE OF THE SELECT BOARD

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

MEMORANDUM

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

From: Stephanie A. Coleman, Administrative Secretary

Date: July 7, 2022

Subj: Special Event Application – Community Connections Inc., Company Field Day

Description

Discussion of the Special Event Application of Community Connections Inc. for a company field day at Heritage Park.

Background

The applicant is looking to host a company field day at Heritage Park on Friday, July 22, 2022, from 9:30 am to 2:00 pm. Approximately 55 people are expected to attend. Activities will include team races, tug of war, etc. Community Connections Inc. will be providing our own tables and chairs to set up. There will be about 6 tables and 40 chairs. Tents will not be used and electrical hook up was not requested. Food, light snacks and nonalcoholic beverages will be provided.

Recommendation

Health: Approved. Food is being prepared by attendees, no requirements for a food permit. Adequate portable toilets must be provided if restrooms at Heritage are not made available. Trash receptacles must also be provided and all trash/debris removed at end of event.

Building: Not Applicable.

DPW: Approved. Applicant will need a Field Use Permit from DPW, if the Special Event Application is approved. This permit will designate the specific field being reserved and will address trash and restroom needs.

Fire: Approved. No propane to be used. No additional requirements for Fire Department.

Police: Approved. No details will be required for this event.



TOWN OF MASHPEE

OFFICE OF THE SELECT BOARD

16 Great Neck Road North
Mashpee, Massachusetts 02649
Telephone – (508) 539-1401
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MEMORANDUM

To: Rodney C. Collins, Town Manager and
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Proposed Nitrogen Sensitive Area/Watershed Permitting Regulatory Framework

MassDEP / Town of Mashpee

July 11, 2022



Meeting Agenda

- Introductions- All
- Meeting Objectives/ Milestones- Millie Garcia-Serrano, MassDEP SERO Regional Director
- Presentation of Proposed Regulatory Framework- MassDEP
 - Nitrogen Sensitive Area (NSA) Designation
 - Establishing New Natural Resource Area NSA
 - Requirements and Exemptions
 - Watershed Permit
 - Application Components, Permit Requirements, Permitting Processes
- Watershed Management Plan Update
 - CWMP Update
 - Anticipated needs for Plan completion/ update
 - Data gaps
- Funding Opportunities - Maria Pinaud/ Gerard Martin, MassDEP
 - SRF Program
 - Other Programs (SNEP, USDA)
- General Discussion/ Opportunity for feedback on proposed regulatory strategy, MassDEP
- Next Steps- Millie Garcia-Serrano, MassDEP



Proposed Regulatory Framework

Background:

- Stakeholder Group NSA Subcommittee met on September 3, 2020, February 23, 2021, & June 3, 2022 to discuss potential changes to Nitrogen Sensitive Area (NSA) provisions of Title 5
- Topics discussed:
 - Expansion of definition of NSA
 - Defining how these areas might be determined
 - New nitrogen requirements for certain NSA areas
 - Compliance options
 - Implementation schedule for new requirements



Proposed Regulatory Framework (cont'd)

- **Current Title 5 regulations**

- Defines 'Drinking Water Protection' Nitrogen Sensitive Areas as:
 - Zone IIs and Interim Wellhead Protection Areas (IWPAs), and
 - Facilities that utilize both on-site septic systems and non-public drinking water supply wells
- Allows designation of nitrogen sensitive embayments through parallel regulatory change processes
- Imposes loading restrictions (440 gpd/acre)



Proposed Regulatory Framework (cont'd)

Proposed Regulatory Framework for Designation of Nitrogen Sensitive Areas:

- Maintains the Drinking Water Protection NSAs
- Establishes new designation of Natural Resource Area NSAs



Proposed Regulatory Framework (cont'd)

Natural Resource Area NSAs:

- 1) Any watershed to an embayment or sub-embayment that is the subject of a Nitrogen Total Maximum Daily Load (TMDL) approved by the USEPA pursuant to the federal Clean Water Act **and** an Area Wide Water Quality Management Plan pursuant to Section 208 of the Clean Water Act addressing nitrogen pollution
 - A “TMDL” is an EPA-approved calculation of the maximum amount of a pollutant allowed to enter a waterbody so that the waterbody will meet and continue to meet water quality standards for that particular pollutant. A TMDL determines a pollutant reduction target and allocates load reductions necessary to the sources of the pollutant



Proposed Regulatory Framework (cont'd)

- **Natural Resource Area NSAs:**
- All Cape Cod communities are subject to the “208 Plan” approved by EPA in 2015
- There are currently 30 watersheds across Cape Cod with EPA-approved nitrogen TMDLs
- For these watersheds, the NSA designation is effective on the effective date of the final regulations.



Proposed Regulatory Framework (cont'd)

Natural Resource Area NSAs:

2) Any watershed to an embayment or sub embayment that is the subject of an EPA approved TMDL or determined to be nitrogen sensitive by the Department based on scientific evaluation and adopted through a public process involving public notice, including the scientific and regulatory rationale for the designation, and a 60-day public comment period.

- **For these watersheds, the NSA designation is effective upon completion of the public process and MassDEP's issuance of the final NSA designation.**



Proposed Regulatory Framework (cont'd)

Requirements for Natural Resource Area NSAs:

- TMDL + 208 plan = NSA effective date of regulation promulgation
- TMDL/Scientific Evaluation + Public Process = NSA effective date of designation



Proposed Regulatory Framework (cont'd)

Requirements for Natural Resource Area NSAs:

- Any system serving new construction or an existing facility must incorporate Best Available Nitrogen Reducing Technology within **five (5) years of the effective date of the NSA designation** of the watershed in which they are located.

OR

- Community(ies) operate under a Watershed Permit



Proposed Regulatory Framework (cont'd)

Requirements for Natural Resource Area NSAs:

- Best Available Nitrogen Reducing Technology is an alternative system certified by MassDEP for general use pursuant to Title 5 which has the lowest effluent Total Nitrogen performance value. An alternative system granted provisional or pilot approval by MassDEP may also be utilized as long as such system has a Total Nitrogen performance value less than or equal to the lowest alternative system certified for general use by the Department.



Proposed Regulatory Framework (cont'd)

Exemption from Enhanced Treatment Requirements for Natural Resource Area NSAs:

Watersheds with Watershed Permits:

- If communities obtain a watershed permit that covers an area that would be subject to new “NSA” regulations, the Title 5 NSA requirement to install Best Available Nitrogen Reducing Technology in 5 years would **not** become effective for that area



Proposed Regulatory Framework (cont'd)

Watershed Permit:

- 20-year permit instead of the traditional five-year permit
- Issued to Local Government Unit, Regional Local Government Unit, Multiple local Government Unit (thru Intermunicipal agreement)
- Provide communities the opportunity to employ a greater range of solutions to address their water quality needs, including alternative or innovative approaches
- Utilizes an adaptive management approach, requiring permittees to monitor, evaluate and report results, and adjust and modify the strategies and practices as needed to address conditions that are causing the water quality impairments
- Watershed Permit is based on a Town approved “Watershed Management Plan”



Proposed Regulatory Framework (cont'd)

Watershed Management Plan:

- A long-term plan to address an existing water quality impairment to restore and protect water quality.
- Based on a Comprehensive or Targeted Watershed Management Plan
- For watersheds where a TMDL has been established, the Watershed Management Plan must achieve compliance with the Water Quality Standards required by the TMDL and demonstrate that at a minimum, 75% of the necessary pollutant reduction levels will be achieved within 20 years.
- Unless MassDEP determines an alternative schedule is appropriate based on watershed-specific issues



Proposed Regulatory Framework (cont'd)

Watershed Permit Application:

- Estimated load reductions needed to meet the threshold concentration(s) at the sentinel station(s) for the selected Conventional Control Technologies and Alternative Control Approaches or Technologies
- An implementation schedule, not to exceed 20 years, currently envisioned by the applicant(s), including a designated set of activities that will occur in the first 5-year block of time, and the results of which will enable the permittee to revise the implementation plans for the next 5-year period as necessary to meet load reduction requirements as specified
- Core Sewer Area and the service areas prioritized for wastewater collection and treatment after accounting for implementation of the selected Alternative Control Approaches and Technologies



Proposed Regulatory Framework (cont'd)

Watershed Permit Application:

- If Alternative Control Approaches and Technologies are proposed, a contingency plan for a back-up Conventional Control Technology will be provided in the event that the Alternative Control Approaches and Technologies selected do not function as predicted
- The proposed approach to control 100% of all future pollutant loads to ensure that loads will always stay below the applicable threshold levels
- Cost estimates for the infrastructure and programs associated with the proposed actions, if available



Proposed Regulatory Framework (cont'd)

Standard Watershed Permit Provisions:

- The proposed activities, implementation schedule for such activities, and facilities set forth in the applicant's Watershed Management Plan shall be enforceable requirements, incorporated in a Watershed Permit
- Annual report submittal
- 5- year evaluation and review
- Public notice requirement and public meeting requirement for a permittee(s) to terminate permit coverage
- Any permits issued by the Department that comprise a component of the implementation activities or are applicable to the pollutant discharges in the watershed shall be incorporated by reference into the Watershed Permit (i.e., Groundwater Discharge Permit)



Proposed Regulatory Framework (cont'd)

Watershed Permit Issuance Process:

- Public notice of the Watershed Permit
 - MEPA Environmental Monitor
 - Newspaper circulated in the area that will be affected by the Watershed Permit.
 - MassDEP's webpage
- Comment period of at least 60 days
- A public hearing will be held if requested by the applicant, or if the Department determines a public hearing to be in the public interest



Proposed Regulatory Framework (cont'd)

Watershed Permit Modification/Suspension/Revocation:

- The Department shall process a Watershed Permit modification, suspension or revocation in the same manner as an application for a Watershed Permit
- The Department may revise a schedule in a Watershed Permit at the request of a permittee if the Department determines that good and valid cause, for which the permittee is not at fault, exists for such revision, and in such cases the provision for public notice and hearing shall not apply



Proposed Regulatory Framework (cont'd)

Watershed Permit Termination:

- Any one or more of the permittees may terminate coverage under this Permit by providing written notice to the Department at least sixty (60) days in advance of the date such termination is to take effect
- Such notice will include public notice of a public hearing to be held at least thirty (30) days prior to the termination date
- Such notice will be published in the Environmental Monitor and in a newspaper circulated within the area affected by the Watershed Permit at least thirty (30) days prior to the hearing



Proposed Regulatory Framework (cont'd)

Watershed Permit Termination:

- New systems installed after the date of termination/revocation would have to install Best Available Nitrogen Reducing Technology and existing systems would have to install such technology within 5 years from the effective date of the new NSA regulations or 2 years of the date of termination/revocation, whichever is longer



SRF's Community Septic Management Program (CSMP) Loan Model

- The Massachusetts Clean Water Trust (Trust) dedicates **\$5 million** a year to offer 2% interest rate loans to communities to fund their CSMP programs that provide loans to homeowners to replace their failed septic systems.
- Over the past 5 years the CSMP has made 29 loans totaling \$14.2 million at an average loan amount of \$450,000. Additionally, the CWSRF has financed Barnstable County's septic loan program, which now operates as its own revolving fund.



About the CSMP

- The program operates on a rolling application basis and communities apply for financing when there is demand from homeowners.
- Homeowners apply to the town for financing and the town draws down funds as needed from the Trust.
- The loan to the community is secured with a general obligation pledge of the communities and receives the traditional debt authorization at the local level.
- The loan to the homeowner is secured with a betterment agreement between the community and the homeowner, to which the Trust is not a party.



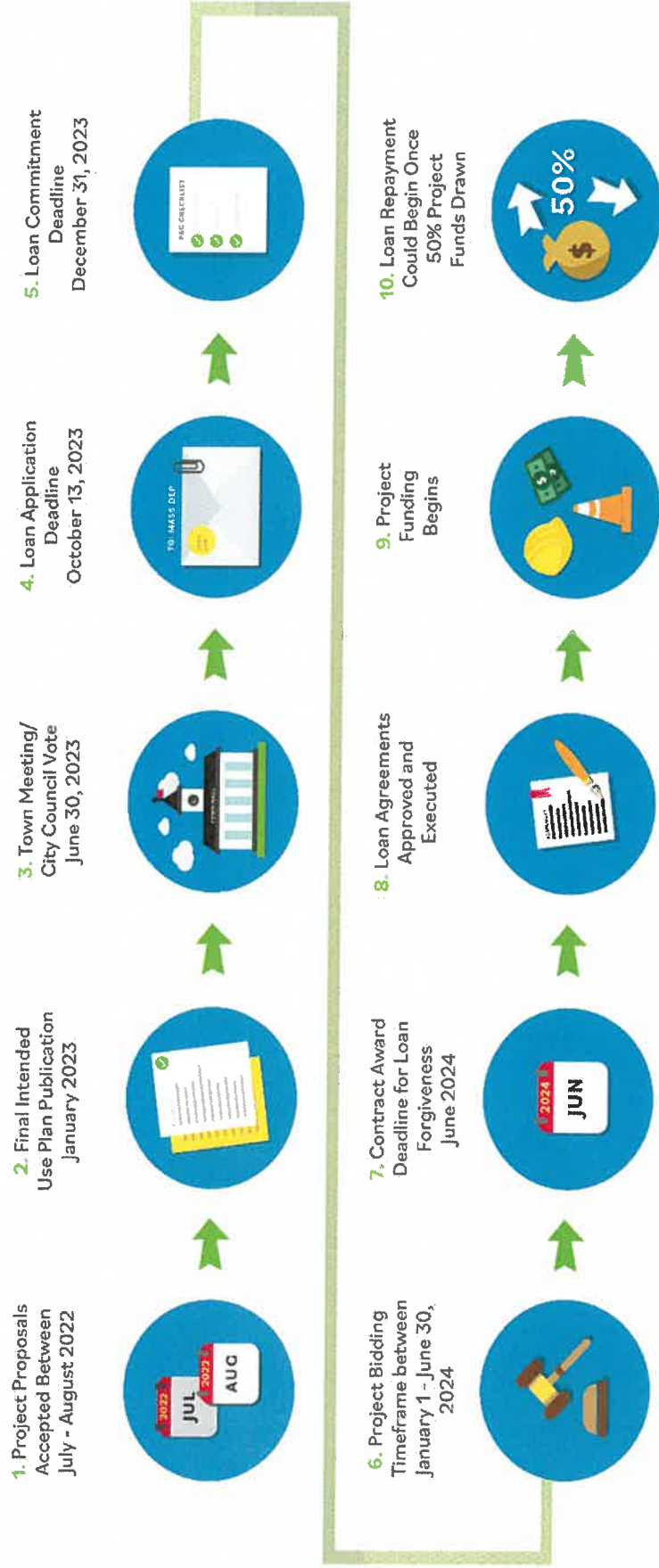
About the CSMP

- Since the loan to the homeowner is secured with a betterment agreement, Massachusetts General Law governs that agreement and the interest rates that can be charged.
- *The interest charged by the community to the homeowner can be used to cover administrative expenses and to make new loans, which Barnstable County and others have done.*
- The draws made against the loan by the community operate under the Trust's interim loan program and accrue no interest and no fees.
- In most instances, the loan is put into repayment within two years or sooner if all the funds have been drawn or if the community decides they are finished with the program.

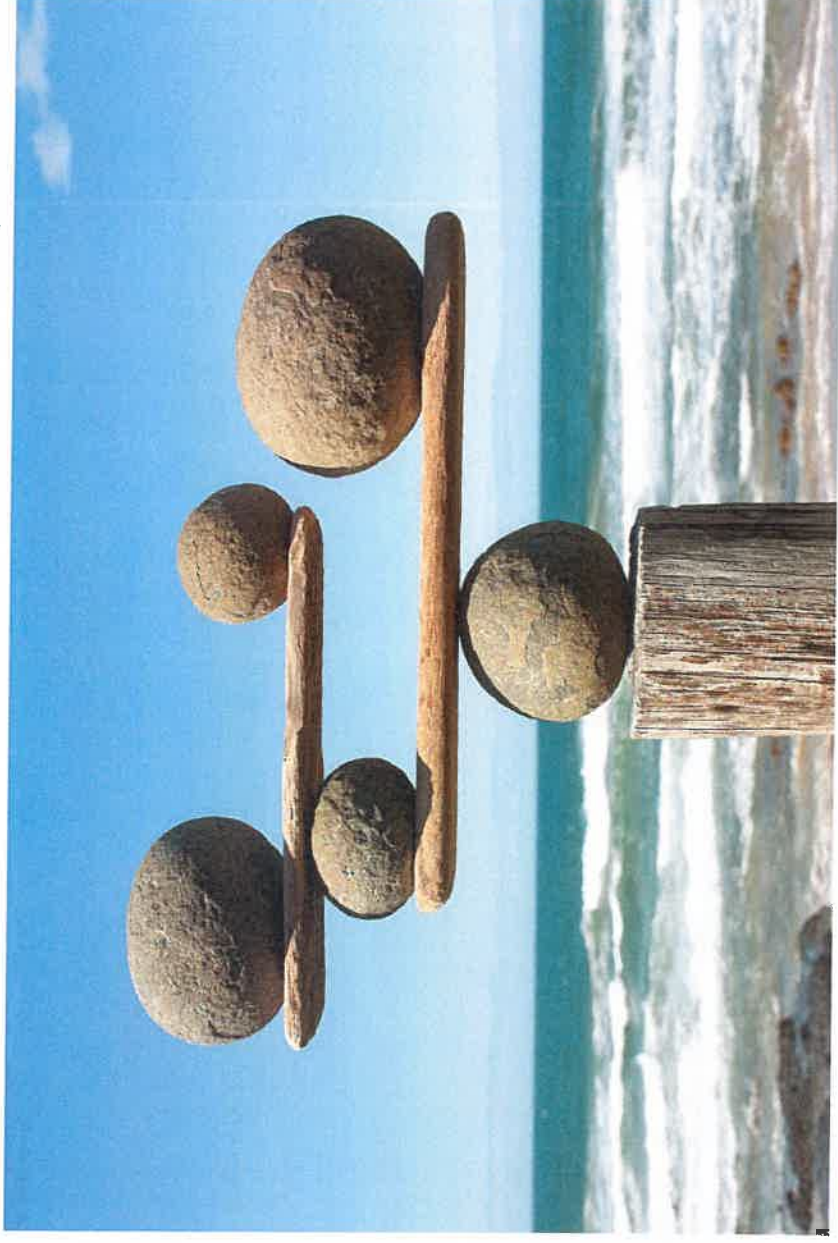
The Trust and MassDEP look forward to working with all Cape towns in developing solutions that work for the towns and do so at the lowest cost possible.

State Revolving Fund Loan Process

The SRF financing process can take up to two years, depending on the community and project, from the initial project proposal to funding being disbursed. MassDEP staff will provide assistance to the community from application submission to project completion.



General Discussion/ Feedback on Proposed Strategy



Proposed Regulatory Framework: Mashpee

Will Mashpee have automatic Natural Resource Area NSA designations?

Yes!

How does the proposed regulatory framework impact the Town of Mashpee?

See Below!

Is Mashpee within an area that has an EPA approved and EEA certified 208 Plan?

Yes! Mashpee is on Cape Cod. The 15 Cape Cod Towns are within an area with an EPA approved and EEA certified 208 Plan.

Does Mashpee have a watershed that drains to an estuary with an EPA approved Nitrogen TMDL?

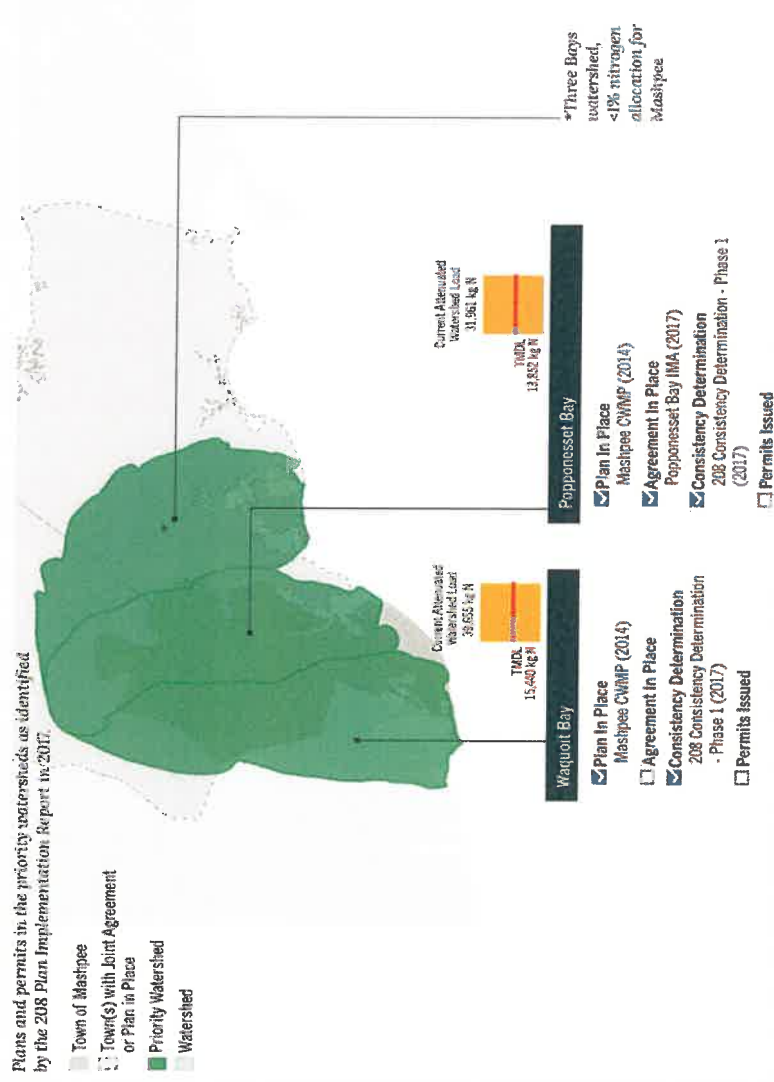
Yes! Mashpee contributes nitrogen load to three (3) shared watersheds that have an EPA approved Nitrogen TMDL (Three Bays*, Waquoit Bay, and Popponesset Bay).

What does Natural Resources Area NSA designation mean for The Town of Mashpee?

Unless the Town obtains a Watershed Permit for a specific Watershed, all properties within the specified watershed with septic systems will have to upgrade their Title 5 system with a Best Available Nitrogen Reducing Technology Septic System in 5 years from promulgation of the regulations.

*Mashpee contributes less than 1% of nitrogen load allocation to the Three Bays Watershed.

Watershed Management Plan Update



Town of Mashpee Priority Watersheds, 208 Compliance Report (Cape Cod Commission, 2021)



MassDEP Next Steps

- **Communication to Towns and Stakeholders** ✓
 - June 1, 2022, Regulatory Revisions Announcement Letter & Fact Sheet ✓
 - Scheduling of MassDEP/ Town meetings- ongoing
 - Development of informational Webpage ✓
 - [310 CMR 15.000: Septic Systems \("Title 5"\) | Mass.gov](#)
 - Table of Contents – Strategy for Nitrogen Impaired Estuaries
- Development of Regulatory Revision- ongoing
- Development of Funding Guidance- ongoing



Points of Contact

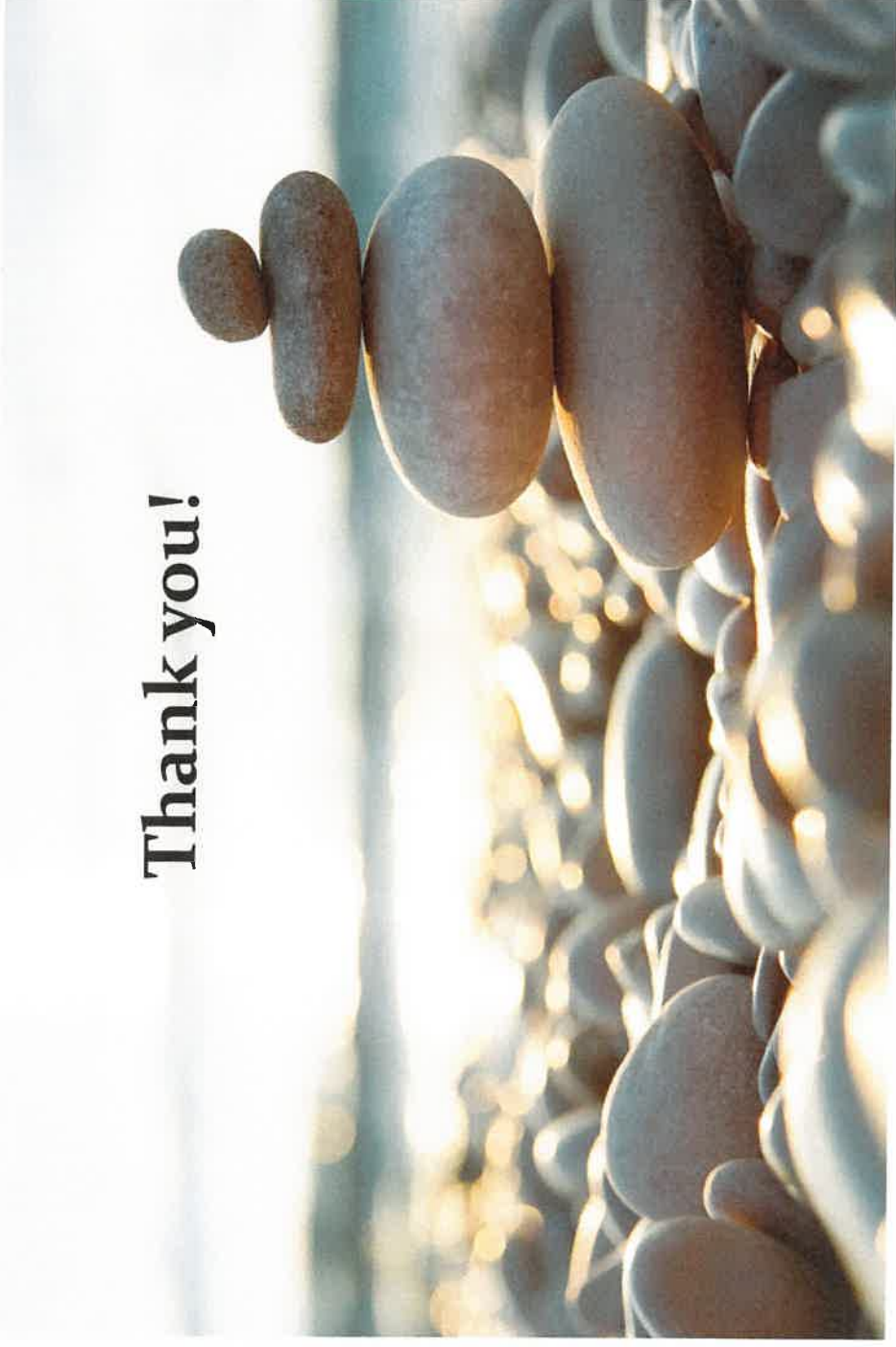
- Comments on Proposed Framework
Email: Marybeth.Chubb@mass.gov
- Communication with Towns and Stakeholders
 - Cape/Islands/Southeastern MA Technical One-on-One Meeting Scheduling
Email: Millie.Garcia-Serrano@mass.gov
Email: Jennifer.Viveiros@mass.gov
- Information on Funding
Email: Maria.Pinaud@mass.gov



MassDEP Contacts

- Southeast Regional Office:
 - Millie Garcia-Serrano, Millie.Garcia-Serrano@mass.gov
 - Gerard Martin, Gerard.Martin@mass.gov
 - Jennifer Viveiros, Jennifer.Viveiros@mass.gov
 - Andrew Osei, Andrew.Osei@mass.gov
 - Ian Jarvis, Ian.Jarvis@mass.gov
- Boston Office:
 - Kathleen Baskin, Kathleen.Baskin@mass.gov
 - Lealdon Langley, Lealdon.Langley@mass.gov
 - Marybeth Chubb, Marybeth.Chubb@mass.gov
 - Maria Pinaud, Maria.Pinaud@mass.gov
 - Timothy Jones, Timothy.M.Jones@mass.gov

Thank you!





TOWN OF MASHPEE

SEWER COMMISSION

16 Great Neck Road North
Mashpee, Massachusetts 02649

June 23, 2022

To: Town Manager Rodney C. Collins

Chair Andrew Gottlieb and the Honorable Members of the Select Board

From: Sewer Commission Chair Joe Lyons

Re: Sewer Commission Candidate Interviews and Recommendation to the Select Board

Please be advised that the Sewer Commission interviewed the following with regard to appointment to the Sewer Commission:

At the June 16, 2022 meeting of the Commission:

Phyllis Sprout, F. Thomas Fudala

At the June 23, 2022 meeting of the Commission:

Chad Smith

On June 23, 2022 the Commission voted to recommend that the Select Board appoint Chad Smith, Phyllis Sprout and F. Thomas Fudala as members of the Sewer Commission.

Thank you for your consideration.

Sewer Commission

Chad Smith

Thu 6/2/2022 10:34 AM

To: Terrie Cook <tmcook@mashpeeema.gov>

Cc: Rodney C. Collins <rccollins@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.

Dear Mr. Chairman and Members of the Select Board,

If the Select Board sees it to be in the best interest of the Town, I am available and willing to serve on our Sewer Commission. If this necessitates resigning from the Conservation Commission, I am willing to do so. The Conservation Commission has several new and highly qualified members while our Sewer Commission is currently short handed.

Regards,
Chad Smith

Phyllis Sprout

Mashpee, MA 02649

To: Joe Lyons
Mashpee Sewer Commission chairman

Dear Joe,

Thank you considering me to fill the open position on the Mashpee Sewer Commission.

My family has owned a home on Quinaquisset Ave in Mashpee since 1975 and over the years we've seen a lot of changes in the town. One of the most dramatic changes happened in the late 1970's but I think few people remember it.

We used to enjoy commercial and recreational scalloping in Waquoit Bay. Over the course of one year the scallops simply disappeared. We were more able to enjoy the beaches in the bay because the eel grass no longer washed up on the beach but we didn't connect the loss of the grass with the loss of the scallops. That was my introduction to the importance of the balance of natural systems.

I attended UMASS Dartmouth out of high school and left to have a family and build our small farm. In 2000 I bundled some credits and received an associate degree at Cape Cod Community College. Later I served on the Mashpee School Committee.

My husband and I have learned a lot about systems just by building the farm out of the forest. We raised goats, chickens and horses until the 1990's then switched our focus to garden shop plants and farm crops. Clean water has always been important to everything we do here. I want to work with the commission to improve the water quality in Mashpee. I look forward to the day when I can teach my grandchildren how to shuck scallops. It won't happen overnight but I would like to be part of the solution.

Regards.

A handwritten signature in cursive script that reads "Phyllis Sprout". The signature is written in dark ink and is positioned above the printed name.

Phyllis Sprout

From: THOMAS FUDALA [REDACTED]
Sent: Thursday, June 9, 2022 5:31 PM
To: Rodney C. Collins <rccollins@mashpeema.gov>
Subject: Sewer Commission

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.

Chief:

As it is my understanding that certain circumstances that led to my resignation from the Sewer Commission last year have changed, I would like to request that I be re-appointed to the Commission.

Having spent 33 years on the Commission and being intimately familiar with the planning process and reasoning that the Commission went through in developing the Town's Plan, I believe that I can contribute substantially to the work of the Commission and assisting the other Commissioners in their work.

I am a resident of Precinct 4.

Sincerely,

Tom Fudala

JUN 17 2022 AM 11:18

June 17, 2022

Mr. Andrew Gottlieb, Select Board Chair
Board of Selectman
Town of Mashpee
16 Great Neck Road North
Mashpee, MA 02649


Following several decades of environmental consulting experience, I am seeking a public service opportunity to contribute my knowledge, analytical skills, and professional judgement to enhance the environmental quality of Mashpee, particularly its vital natural resources. Upon some consideration I believe that membership on the Sewer Commission could be both interesting and consequential and as the Town proceeds with its Clean Water Plan.

Since moving to Mashpee in late 2017 I continued work in the disaster recovery arena through a contract for Aptim (www.aptim.com), primarily serving HUD-funded projects following Hurricane Harvey and other serious storms in southeast Texas until early 2020. For the City of Houston's Housing Department, I prepared environmental compliance documentation, trained, and oversaw the City's GIS Department and its Environmental Management staff so they could more efficiently support compliance achievement of its individual housing and infrastructure recovery projects. Erosion and sedimentation controls on construction sites are of particular concern to environmental compliance in Houston where stormwater management is a serious challenge. My recent work for Aptim's Disaster Recovery and Resiliency business unit has been limited to periodic technical writing assignments instead of onsite client consulting. Therefore, I am available for a public service opportunity with the Town.

My early years on Cape Cod cemented my life-long fascination with coastal ecology and the incredible diversity found in estuaries, which I then studied in the Pacific Northwest, Texas Gulf Coast, and Honduras. My professional experience with Federal, State, and local laws is quite broad as I've completed extensive and interesting work within the environmental remediation industry. My interest in disaster preparedness, recovery, mitigation, and resilience has grown since roughly 1974. I have completed environmental compliance projects for local governments in Texas, Oklahoma, and New York City for their recovery from hurricanes, floods, tornadoes, and devastating wildfires that seriously impacted sensitive wetlands with endangered species. All these disasters threatened infrastructure in unique ways, from bridges and culverts to energy distribution, and sewer/ water services on different landscapes. I have learned a great deal from this kind of work, and my accumulated perspective on risks to infrastructure and environmental quality can surely benefit Mashpee's Sewer Commission at this time.

Should you find my interest in commission membership worthy of consideration I would look forward to a detailed discussion of expectations. While I will be travelling in Honduras for a few days (June 19-28) without access to cell phone service, I should be able to check emails sent to the addresses provided below.

Thank you,


Catherine H. Castaneda, Ph.D.

Catherine Hoover-Castañeda, Ph.D.
Mashpee, MA 02649



Environmental Compliance Consultant/Geographer

SUMMARY:

- ❖ **Broad experience** in environmental education and technical leadership; federal and commercial client consulting services for remedial action programs, regulatory reviews, and compliance audits in U.S., Honduras, and Mexico; geospatial analysis of land use and environmental hazards, evaluation of natural and cultural resources for federal disaster recovery projects with mitigation and design for resilience.
- ❖ **Subject matter proficiency** in environmental media sample planning, collection, and regulatory compliance analysis of heavy metal, hydrocarbon/pesticide, and biological contamination for remedial action planning; disaster recovery and resilience; GIS design, data collection and analysis; census project training, execution, and field team oversight; community outreach activities; technical writing of work plans, technical reports, and proposals.
- ❖ **Hurricane and wildfire disaster recovery** projects (Texas and New York) providing Environmental Assessments and tiered Environmental Reviews per NEPA/HUD procedures in support of housing and infrastructure construction activities, Unified Federal Review with FEMA, development of program policies, standard procedures.
- ❖ **Management of projects, tasks, and teams** with field staffing, guidance, oversight and mentoring of up to 60 employees providing technical support, field sampling and analysis of environmental media, community outreach, hazardous waste management compliance training and oversight.

EDUCATION:

Ph.D., Geography, University of Texas at Austin, 2003

Dissertation: *Environmental Change and Uncertainty in Coastal Communities of Northern Honduras*

M.Sc., Environmental Sciences, University of Texas Graduate School of Public Health at Houston, 1982

Thesis: *The Distribution of Lead, Cadmium, and Zinc in Lake Yojoa, Honduras*

B.Sc., Marine Biology, The Evergreen State College, Olympia, Washington, 1976

EXPERIENCE:

US Census Bureau, Enumerator for Southeast Massachusetts, August to October 2020

Senior Environmental Scientist - McDermott via CB&I contract w/APTIM Government Services for Emergency Management, May 2017 to Present

Senior Environmental Scientist/Project Management - CB&I Environmental & Infrastructure, Inc., Houston, Texas, May 1999 to May 2017

Technical and Translation Support, Transtelecomm for Brown & Root subcontractor (Tampico EPC-1 Construction Project), Houston, Texas, February 1998 to April 1999

Professor III, Coordinator of the United Nations-funded Population, Environmental and Development Program, Graduate School of Economics, National Autonomous University of Honduras, Tegucigalpa, August 1993 to July 1997

Graduate Teaching Assistant - Department of Geography, University of Texas at Austin, September 1991 to May 1993

Professor III, Coordinator of the Environmental Research Unit, Directorate of Scientific Investigation, National Autonomous University of Honduras, Tegucigalpa, January 1985 to August 1991

Fifth Grade Teacher - Mayan School, Tegucigalpa, August 1984 to December 1984

Research Assistant, Department of Internal Medicine, University of Texas Medical School at Houston, January 1983 to December 1983

Graduate Assistantship in Toxicology, Department of Human Ecology, University of Texas Graduate School of Public Health at Houston, June 1982 to December 1982

Research Assistant, Department of Virology - Baylor College of Medicine, Houston, Texas, February 1980 to June 1981

Graduate Assistantship in Field Ecology, Department of Human Ecology, University of Texas Graduate School of Public Health at Houston, September 1980 to December 1980

Environmental Scientist - Espey, Houston & Associates, Inc., Houston, Texas, April 1979 to August 1980

Research Assistant, Department of Virology - M.D. Anderson Hospital and Tumor Institute, Houston, Texas, February 1978 – March 1979

ENVIRONMENTAL CONSULTANCIES - HONDURAS:

Self-employed Environmental Consultant (occasional contracts)	January 1984 to October 1997
--	-------------------------------------

- Contécnica, Environmental Assessment of proposed industrial construction projects, 1997
- Regioplan, Environmental Assessment of proposed shrimp hatchery construction project, 1996
- United Nations Population Fund, Sociocultural Variation in Maternal Health Delivery Services in Honduras 1996-1997
- Pan American Health Organization, Five Year Environmental Report of Honduras, 1990
- US Agency for International Development (USAID), Regional Housing and Urban Development, Environmental Assessments of proposed housing and infrastructure program for mid-sized cities in Honduras, 1990-1991
- ABT Associates, Inc. technical writer/editor (USAID contractor) 1990
- Tropical Research & Development, Inc. (USAID contractor), Environmental Profile of Honduras, 1989-1990
- USAID, Natural Resources Division, Honduras, Environmental Assessment of proposed program to distribute pesticides to small farmers, 1987 - 1988
- Empresa Nacional de Energía Eléctrica, Honduras, El Cajo Hydroelectric Project, Limnologist, 1984

AWARDS / RECOGNITIONS RECEIVED:

-
- Hazardous Material Shipping Support Team Leadership, CB&I (formerly The Shaw Group), 2009
 - Senior Technical Leadership, CB&I (formerly The Shaw Group), 2004
 - Outstanding Doctoral Dissertation of the Year Award, Department of Geography and Graduate School of Liberal Arts, University of Texas at Austin, 2003-2004

PROFESSIONAL MEMBERSHIPS:

-
- American Women Geoscientists, 2003 to 2012
 - American Association of Geographers, 1991 to 2016
 - Massachusetts Association of Conservation Commissioners, 2017 – 2020

ADDITIONAL INFORMATION:

-
- Computer skills: MS Office Suite, MS Dynamics, MS SharePoint; Adobe applications, QuickBase, ArcGIS, CMS, E-Builder
 - Primary language skills: English (native), Spanish (advanced professional, near native)



Mashpee Affordable Housing Committee

Mashpee Town Hall

16 Great Neck Road North, Mashpee, MA 02649

July 1, 2022

Selectman Andrew Gottlieb, Select Board Chairman
Mashpee Town Hall
16 Great Neck Road North
Mashpee, MA. 02649

Subject: Chairman's Summary of the Interview Process
Interviews with Candidates to Fill a Committee Vacancy

Dear Mr. Gottlieb:

As provided in the Select Board appointment policy, the Mashpee Affordable Housing Committee ("Committee") held a meeting on June 14, 2022 at which the candidates for appointment to the Committee vacancy were interviewed. Three interviews were conducted by the Committee during which time each of the candidates were interviewed.

The process we followed in preparation for the interviews, in conducting them and in making our individual evaluations followed the Select Board Appointment Policy (the "Policy") to the best of our ability. The Committee took steps to ensure that each candidate was presented with the same interview conditions, and would have an equal opportunity to respond to the Committee member questions. In other words, we attempted to create a level playing field for each candidate insofar as humanly possible. These steps are more fully described in the exhibits at the end of this summary.

Of the four members currently on the Committee, three attended the meeting on June 14 and took notes of each of the interviews. One member was faced with a last-minute conflict and was unable to participate in the interviews.

I should add that in my 10 years serving on the Committee, the last five of which have been as the chairman, we have never had a vacancy with more than one candidate until now. Though other Boards and Committees may have experienced this situation, the members of the Committee have not. I would like to highlight for you that many hours were spent by each member in preparation for, during and especially after the interviews on the material enclosed with this summary. This was done conscientiously with the purpose of providing our best judgments in our advisory role for the Select Board to use in making this appointment.

Each Committee member provided a rating for each of the candidates based on the merits displayed at the interviews. In rating the candidates, we made judgments about their ability to make the Committee stronger by their potential to bring balance and a fresh perspective to the experience and background held by the current members rather than duplicate expertise already present on the Committee. Notes were taken during the interviews and used by each member to select a rating for each candidate. The ratings used were only those in the Policy that were deemed to be suitable. A table of the ratings selected by each member separately, is attached to this summary (see Exhibit A). The results are tallied here for a quick overview:

<u>Rating Classification</u>	<u>Gary Shuman</u>	<u>Meredith Kilpatrick</u>	<u>Arden Russell</u>
Strongly Recommended	2	0	0
Recommended	0	1	0
Recommended with Hesitation	1	2	2
Not Recommended	0	0	1

Note: The numbers indicate the number of ratings a candidate received in the category indicated.

Based on the above results, the select Board may, or may not, feel there is a sufficient basis for a recommendation by the Committee. In view of the results, and in view of the fact there were only three of the four members participating in the interview process, I decided without objection from the other members not to bring a proposed recommendation to a vote of the Committee. Instead, I thought it better to submit the individual ratings and our explanations for them to the Select Board.

There are two reasons why I concluded it was best not to vote on a proposed recommendation for one candidate to be forwarded to the Select Board. First, out of respect for the members, it seemed more appropriate for the ratings to stand as given, and not try to force a recommendation by a divided vote of 2 to 1 at best. Second, in the absence of a unanimous consensus, and since any such recommendation is advisory, it seemed more appropriate not to make a recommendation. Instead, I am submitting the ratings and comments from each member of the Committee separately to inform the Select Board as fully as we can when making this appointment its best judgement.

However, contrary to the concerns stated, if the Select Board would still prefer to have a recommendation by the Committee, I would have the members reconsider this position.

As it now stands, I am submitting the individual ratings and their explanations for all three candidates. We trust it will serve as a valuable source of information that will be helpful to the Select Board to use in evaluating each candidate and in making its appointment in the interest of an effective Affordable Housing Committee and a productive affordable housing effort, as well as in the best interests of Mashpee residents now and in the future.

Respectfully submitted,


Allan B. Isbitz, Chairman

cc: Rodney Collins, Town Manager
Wayne Taylor, Assistant Town Manager

Enclosures:

Exhibit A:	A Table of the Candidate Ratings by Member
Exhibit B:	The Interview Form
Exhibit C:	Interview Preparation and Procedures
Exhibit D:	Meeting Notice and Email to the Committee Liaison
Exhibit E:	Committee Member Notes, Ratings and Explanations

Meredith L. M. Kilpatrick

MA 02649

16 May 2022

Rodney Collins, Town Manager
Deborah Kaye, Town Clerk
Town of Mashpee
16 Great Neck Road North
Mashpee, MA 02649

RE: Town of Mashpee - Affordable Housing Committee Vacancy

Dear Rodney & Deb,

I understand there is a new vacancy on the Town of Mashpee's Affordable Housing Committee. I would like to confirm my interest in this "Member at Large" opportunity.

As a licensed Realtor, MA License #100131, celebrating my 35th year, I have seen the highs and lows of our New England housing market. I worry about the current trends in the lack of Affordable, Work Force and Mid Income housing and would like to learn and participate in a group that will enhance our community by embracing these needs. The mission statement on the town's website for the Affordable Housing Committee is fantastic!

"To meet the needs of present and future Mashpee residents for fair, decent, safe affordable housing in a manner that is consistent with protection of Mashpee's environment. To ensure equal opportunity in housing.

To assist current homeowners in maintaining current home ownership whether or not they started out as affordable so as to not be forced into foreclosure."

Please let me know what additional information you require to consider me for this new vacancy.

Kind Regards,

Meredith L. M. Kilpatrick, signed electronically 16MAY22

Meredith L. M. Kilpatrick, Realtor, GRI, RSPS
MA License #100131 – EXP Realty Cape Cod

Personal Cell -
Personal Email -

Real Estate Cell -
Real Estate Email -

Meredith L. M. Kilpatrick

A 02649 |

EDUCATION: Boston University – BA - College of Liberal Arts - 1985

MA Real Estate Salesperson License #100131 – 1987 - celebrating my 35th year in Real Estate

RSPS- Resort & Second Home Property Specialist 2020 = **GRI** – Graduate REALTOR® Institute 2021

CCIAOR - Cape Cod & Islands Association of Realtors – **Housing Advocacy Task Force Member 2022**

EMPLOYMENT: Please note the Dual Career aspects including Building Materials Sales and Real Estate Sales at many points throughout my career.

Feb 2016 - September 2021 NORTHEAST TERRITORY SALES MANAGER – Building Materials. Independent Manufacturer's Sales Representative for US Importers of wood flooring finishes and engineered wood flooring products. Developed US Northeast Territory (Maine to Delaware) distribution of wood finishes & coatings. TEKA engineered wood flooring territory New England only and 2019-2021

Worked with region Architects, Designers, General Contractors, Floor Installers/Finishers and Homeowners on application and installation Best Practices, Material Specification, and general Care & Maintenance techniques in residential and large commercial settings. Regularly use social media and travel throughout US to increase brand awareness, Distributor & Contractor training, and promotions. Host AIA & ASID CEU's with local distributors.

1991- 2022 REALTOR, RESIDENTIAL REAL ESTATE SALES – MetroWest Boston and Cape Cod currently affiliated with **EXP Realty – Cape Cod and the Islands 2021**. While a building materials/flooring product manufacturer's representative I actively maintained my Massachusetts Real Estate license for referrals, occasional sales for small builders "flipping" homes and most recently have been transitioning to full time RE sales. Regularly achieved multi-million-dollar residential real estate sales production within suburban independent offices, specializing in the unique attention to detail required in luxury home sales.

2014-2016 SALES DIRECTOR Showroom Sales – Stonewood Products, Harwich, MA
Consultative Sales of Home improvement products within Showroom/Design Center in unique lumber yard. Specialized Sales in Reclaimed Granite and Wood Products, especially Flooring, along with Deck, Patio, Outdoor Living products to Homeowners, Architects, Builders, Designers and Landscape Contractors. Responsible for training sales staff, while working with incoming customers in a high volume, retail setting. Personally achieved over \$250,000 in flooring sales in the last 60 days. Independent Floor Sales Representative through June 2017.

2008-2014 MANUFACTURER SALES REPRESENTATIVE - Specialty Gift Market – MA & RI
Multiline sales representative selling to small retailers throughout Rhode Island and Massachusetts. Products included books, cards, gift, and stationery lines as an independent contractor. Regularly achieved and exceeded goals. Publishers included Random House, Simon & Schuster, Houghton Mifflin, and Chronicle; Stationery Lines included Peter Pauper Press; toy lines included small, specialty, boutique lines including Crocodile Creek. Local artisan products included stationery & jewelry lines.

1993-2008 RESIDENTIAL -LUXURY REAL ESTATE SALES – Lexington Metro West Boston suburbs and Cape Cod New Seabury Residences, Icahn Enterprises, Mashpee **As a MA licensed Real Estate Salesperson and registered Realtor** – I have enjoyed years of productive residential real estate sales always with a focus on personal care and professional service. When I moved to the Cape in 2005 I began working at the **New Seabury Sales Cottage** and successfully achieved \$ 6.2 million in new home sales within first six months at luxury resort community. Improved multiple listing service (MLS) information for brokerage community to increase incoming referrals. Consistently enhanced communications with construction and development staff for the successful coordination required in luxury, new home sales.

1985- 1993 – RESIDENTIAL REAL ESTATE SALES with Administrative & Property Management roles at luxury mixed-use development, The Heritage On the Garden and Hospitality Sales, Colonnade Hotel of the Druker Company & Group Sales Manager with the Boston Harbor Hotel, Boston, MA.

ARDEN RUSSELL
Mashpee, MA.

May 23, 2022

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

Dear Select Board:

Please consider my request to be appointed to the Mashpee Affordable Housing Committee. I believe that my knowledge and experience in the Cape Cod affordable housing field will be an asset to this Committee.

As the Housing Coordinator for a large municipality, I guided two housing needs assessments and housing production plans through to successful completion. As Mashpee will soon be initiating our new housing production plan, this experience can be particularly helpful.

I have researched, analyzed and implemented a number of best practice strategies to achieve housing goals and incentivize additional housing production including program development and funding, zoning initiatives and policy guidance. I continue to have working relationships with the Cape's housing non profits, County housing staff and programs, State staff and housing consultants.

I look forward to the opportunity to address the housing crisis in my own community . Thank you for considering my request to serve on the Mashpee Affordable Housing Committee

Sincerely,

Arden Russell

Arden Russell

ARDEN RUSSELL

1A 02649

An accomplished and experienced Community Development coordinator with proven ability to design, implement and manage projects and programs that achieve the Town's housing and community development strategic goals .

HOUSING COORDINATOR Planning and Development Department, Town of Barnstable. 2009 – present

Implement, coordinate and supervise housing activities for largest community, both in land area and population, on Cape Cod to achieve Town's housing production and strategic plan goals. Selected duties include:

- Develop and implement strategies to achieve Town's housing goals, including program development and funding, zoning initiatives, policy guidance
- Manage affordable housing programs and projects
- Compose grant applications
- Represents the Town in interacting with State, local and Federal housing agencies
- Review affordable housing permit applications and monitor ongoing compliance
- Communicate community development initiatives to town leaders and community; make presentations to public officials and groups; implement stakeholder engagement to ensure improved outcome.
- Participates in zoning and or regulation research related to housing production; undertakes collection, assembly and analysis of data and information for planning studies and grant applications.
- Ensure permit compliance and the continued affordability of local housing stock.
- Administer the Town's accessory affordable apartment program and loan program.
- Provide professional and technical assistance to various boards, groups, developers and residents concerning affordable housing.
- Oversee work of consultants,
- coordinate with other Town departments, agencies and public.

PROGRAM ADMINISTRATIVE OFFICER Cape Cod Commission 1996 – 2009

Performed varied and increasingly more responsible tasks to support Barnstable County HOME Consortium.

Selected duties include:

- Designed and implemented annual monitoring program for over 300 units of HOME assisted rental housing units, downpayment assistance program and residential development projects.
- Work to ensure compliance with all Federal program requirements
- Review and analyze affordable housing development pro formas, one-stop applications and architectural and site plans;
- Established refinance guidelines, serviced requests, review legal documents and coordinate closings;
- Created all computerized record keeping, accounting systems and forms required for administration of the HOME program from its inception in Barnstable County.

EDUCATION Southampton College of Long Island University, B.A. Environmental Studies

REFERENCES AVAILABLE ON REQUEST

June 01, 2022

104 Pond Circle
Mashpee, MA 02649

Terrie Cook
Mashpee Select Board
Re: Affordable Housing Committee - Vacancy

Terrie,

Please accept this letter and attached resume as confirmation of my desire to apply for and potentially join the Affordable Housing Committee within Mashpee, MA.

My wife and I purchased a home in Mashpee 5 years ago. We were here on a seasonal basis and effective spring 2021 Mashpee became our full-time/permanent home. I've reached the point in my career where I've made the transition from constantly traveling for work - to - working locally. As such, my desire is to devote time helping Mashpee address some challenging long term issues. At the top of the list is "housing". Lack of affordable housing impacts the town and region in many ways. The recent rapid rise in home prices has severely limited the opportunity for people to purchase a home, hurts employers attempting to hire employees and could have a negative ripple effect on the local economy.

My career focus has been working with new/start-up organizations building solutions to solve complex challenges and then finding clients willing to purchase a solution from a young company. (Clients confirmed continued attempts to solve a problem the same old way was not working, something needed to change.) My focus was helping organizations view their existing challenges differently and working with them to consider new solutions to address problems. Housing is no different. The solution has been focused on single family home production, but a combination of land availability & building costs is forcing new solutions. Multi-family options, zoning, water/sewage, government regulations - all impact a solution - increasing the affordable housing stock is a long and complex process.

Do I have a background in affordable housing? No. The value I can bring is a commitment to put in the time and effort to learn and help address a major problem. Having been successful addressing complex issues and working with multiple parties in transactions is where I feel at home. We (my wife and I) are thrilled to live in Mashpee and we are both active in the local real estate market. My desire is to give back to the community and help address a complex and important issue.

Thank you for your consideration.

Gary Shuman

GARY SHUMAN

Mashpee, MA 02649

PROFILE / SUMMARY

Results-driven executive with proven success in translating complex technology into business value; capitalizing upon market opportunities to drive new solutions, expansion and diversification; within finance, technology, medical device and manufacturing. Over 20 years of experience in delivering early stage customers within the analytics focused software space. Demonstrated success securing initial customers for both early stage companies and new product groups. Committed and strong work ethic and passion for achieving win/win scenarios for both customer and organization.

CORE COMPETENCIES / AREAS OF EXPERTISE

Analytics Software | Early Adopter Acquisition | Executive Relationship Management | Business Value Identification | Contract Negotiation | Solution & Business Value Presentation | Advanced Communication Skills | Teamwork | Win-Win focus

PROFESSIONAL EXPERIENCE

COMPASS Real Estate, Cape Cod, MA

Residential Real Estate Sales - Beth & Gary Shuman Team

July 01, 2021 to present

Helping residential buyers, sellers and investors navigate and succeed in today's real estate market. Lifelong Massachusetts resident and focused on Cape Cod, where my wife and I both live and help people find their Cape Cod place. Communications, confidentiality, honest advice and years of successful complex sales experience help to ensure you will get the best results.

WORKDAY, Boston, MA (remote)

Leader in enterprise cloud applications, helping customers adapt and thrive in a changing world.

Senior Sales Executive ("Sales Planning" Evangelist)

11/2018 – 04/2021

Recruited as SME to introduce/sell new solution strategy ("sales planning") within Workday and select customers. Partnered with designated sales team, product development, marketing and customers/prospects in introduction and rollout of new solution. Assisted in development of go-to market plans, led sales opportunities and ensured solutions deemed viable, competitive and of value for the market.

- Delivered successful new solution offering (02/2021, which met product portfolio requirements and established as standard product offering by Workday. Rolled-out to all sellers within Workday by 05/2021.
 - Led initial national sales pilot team (~100) through ramp-up and validation period; adopted by total sales force of over 1K.
 - Collaborated with the marketing and product development team in defining product qualification and customer profile.
- Drove sales and implementation (via partners and Workday) of new solution; securing 30+ customers adopting "sales planning" as a major technology for sales/revenue operations teams.
 - Led sales efforts as part of the mechanism to enable the traditional sales organization to learn the solution (including messaging, market focus and value).
 - Enabled the business development team to launch and execute campaigns to generate leads.

INTANGENT, Boston, MA (remote)

Sales Performance Management consulting, project management and managed services.

Senior Sales Executive

10/2015 – 07/2018

Led sales opportunities within the eastern U.S. and eastern Canada. Focused on organizations with greater than 250 sales people (direct sellers, brokers and agents). Partnered with HR, finance and sales operations to drive initiative in moving from spreadsheet-based planning environment to software based solution (Anaplan, IBM and Xactly).

- Ranked #1 revenue generating representative; exceeding sales quotas 2016 (121%) and 2017 (133%).

GARY SHUMAN, MBA

Greater Boston, MA 02649

PROFESSIONAL EXPERIENCE (CONTINUED)

- Secured new clients including: American Express, Boston Scientific, Bank of Montreal, CIBC, John Hancock, National Bank of Canada, Investors Group, Guardian Life Insurance and Manulife Bank.
- Partnered with internal business development and vendors to generate leads

PREDIXION SOFTWARE, Boston, MA (remote)

Cloud based predictive analytics platform able to be run in the cloud or on connected devices.

Senior Sales Executive

03/2014 – 09/2015

Partnered with industry leaders to introduce/sell Predixion technology in meeting both healthcare needs and the emerging IoT (Internet of Things) space.

- Partnered with Accenture (investor) to market/sell the solution for IoT opportunities.
- Partnered with Microsoft to market/sell solutions to major hospitals within healthcare practice to control re-admissions (a financially costly expense).
- Company acquired for IP

CRIMSON HEXAGON, Boston, MA

Enables large organizations to bring structure and insights to social media data, capturing the voices of billions.

Senior Sales Executive

01/2013 – 02/2014

Recruited to build/lead a team to sell solutions directly to marketing departments within large organizations.

- Built use cases to market and sell to contact centers (beginning to use social media for customer service).
- Comcast/Xfinity was the major closed opportunity in 2013. Achieved 99% of 2013 quota.

ENKATA TECHNOLOGIES, Boston, MA (remote)

Cloud based solution to enable contact center and back office workforce optimization

Senior Sales Executive

08/2005 – 12/2012

Drove sales efforts for early stage companies initially focused on using analytics to assist large contact centers understand the reason people "call back"; seeking to avoid expense of repeat calls and the associated satisfaction costs.

- Ranked #1 revenue producing representative; consistently exceeding sales quotas 2006 (107%), 2008 (121%), 2009 (119%), 2011 (123%) and 2012 (116%).
 - Secured new customers, including Aetna, Chase, Citibank, Cigna and Mellon.

SPSS, Boston, MA (remote)

Software for statistics, business intelligence and web analytics (acquired by IBM)

Senior Sales Executive

01/2000 – 07/2005

Drove traditional software sales, focused on net new sales in northeastern US and Canada.

- Consistently achieved/exceeded sales quotas 2001 (106%), 2002 (110%), 2003 (101%) and 2004 (104%).

EDUCATION

M.B.A. degree (High Technology Program); NORTHEASTERN UNIVERSITY, Boston, MA

B.A. degree (Economics & Political Science); UNIVERSITY OF MASSACHUSETTS, Boston, MA

Additional coursework

18 month program - **Architectural Engineering Technology;** Wentworth Institute of Technology, Boston, MA