

**BOARD OF SELECTMEN AGENDA
MONDAY, AUGUST 22, 2022
WAQUOIT MEETING ROOM
MASHPEE TOWN HALL
16 GREAT NECK ROAD NORTH
MASHPEE, MA 02649**

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

PUBLIC COMMENT

MINUTES

Discussion and Approval of Monday, August 8, 2022 Regular Session

APPOINTMENTS & HEARINGS

- Discussion and Approval of the Resignation: Human Services Committee: *Ebony Steele (Term Expires: June 30, 2023)*
- Discussion and Approval of Rescinding the Appointment of *Gary Shuman* to the Affordable Housing Committee
- Discussion and Approval of Special Event Application: *American Lung Association 38th Annual Autumn Escape Bike Trek Pass Through Saturday September 24-25, 2022*

COMMUNICATIONS & CORRESPONDENCE

NEW BUSINESS

- Discussion and Approval of First Amendment to Lease Agreement and First Amendment to Memorandum of Lease Agreement: *Blue Sky Towers III, LLC, d/b/a BSTMA III, LLC*
- Discussion and Approval of License to Enter and Use Real Property (101 Red Brook Road, Mashpee): *Eversource Energy*

OLD BUSINESS

- Discussion and Approval of Town Manager's 2022-23 Goals
- Discussion, Approval & Recommendations on Draft #2 of the October 17, 2022 Town Meeting Warrant
- Discussion and Approval of Adding Articles to the Warrant: *Eversource Easement; Funding Wastewater Consultant*

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

LIAISON REPORTS

TOWN MANAGER UPDATES

EXECUTIVE SESSION

Discuss Strategy Regarding Negotiations with Nonunion Personnel (Personnel Administration Plan) and the Following Collective Bargaining Units, where an Open Meeting May have a Detrimental Effect on the Bargaining Position of the Town:

- Mashpee Permanent Fire Fighters Association, International Association of Fire Fighters (IAFF) Local 2519
- MASS. C.O.P., Local 324, Unit A – Patrol Officers and Detectives;
- MASS. C.O.P., Local 320, Unit B – Sergeants;
- Laborer's International Union of North America (LIUNA), MASS Public Employee's Local 1249, Administrator's Unit A – Administrators;
- Laborer's International Union of North America (LIUNA), MASS Public Employee's Local 1249, Administrator's Unit B – Administrators;
- MASS. C.O.P., Local 477, Unit C – Police Lieutenants
- Service Employees International Union (SEIU), AFL-CIO Local 888, Public Works Unit A;
- Service Employees International Union (SEIU), AFL-CIO Local 888, Public Works Unit B;
- Service Employees International Union (SEIU), Local 888, Clerical/Library/Dispatchers Chapter

ADJOURNMENT

**MASHPEE TOWN CLERK
AUG 18 '22 PM3:56**

**BOARD OF SELECTMEN AGENDA
MONDAY, AUGUST 8, 2022
WAQUOIT MEETING ROOM
MASHPEE TOWN HALL
16 GREAT NECK ROAD NORTH
MASHPEE, MA 02649**

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

PUBLIC COMMENT

MINUTES

Discussion and Approval of Monday, July 18, 2022 Special Meeting; Monday, July 25, 2022 Regular & Executive Sessions; Thursday, July 28, 2022 Special Meeting; Wednesday August 3, 2022 Special Meeting

APPOINTMENTS & HEARINGS

- Discussion and Approval of the Following Appointments to the Cultural Council:
Lee P. Smith, Member at Large (Term Expires September 30, 2025);
Wendy Bornstein, Member at Large (Term Expires September 30, 2023)
- Discussion and Approval of Resignation: Waterways Commission: *Albert Wickel (Term Expires June 30, 2024)*
- Discussion and Approval of a Temporary Sign Permit: *Seaside LeMans*
- Presentation on Phosphorus in the Ponds: *Department of Natural Resources Director Ashley Fisher*
- Report on the Red Brook Road Culvert: *Conservation Agent Andrew McManus*

COMMUNICATIONS & CORRESPONDENCE

OLD BUSINESS

NEW BUSINESS

- Discussion and Approval of Inter-Municipal Agreement Between Town of Mashpee and Mashpee Water District
- Discussion, Approval & Recommendations on Draft #2 of the October 17, 2022 Town Meeting Warrant

ADDITIONAL TOPICS

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

- Discussion and possible action on the matter of Reorganization of the Select Board

LIAISON REPORTS

TOWN MANAGER UPDATES

EXECUTIVE SESSION

ADJOURNMENT

Mashpee Select Board
Minutes
August 8, 2022

Present: Selectman John J. Cotton, Selectman David W. Weeden, 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 Cotton at 6:30 p.m.
Mashpee Town Hall, Waquoit Meeting Room

MINUTES

Monday, July 18, 2022 Special Meeting; Monday, July 25, 2022 Regular & Executive Sessions;
Thursday, July 28, 2022 Special Meeting; Wednesday August 3, 2022 Special Meeting;

Motion made by Selectman Weeden to approve the minutes of;

Monday, July 18, 2022 Special Meeting,

Monday, July 25, 2022 Regular & Executive Sessions,

Thursday, July 28, 2022 Special Meeting

Wednesday, August 3, 2022 Special Meeting.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 4-0.

Roll Call Vote:

Selectman Cotton, yes Selectman Weeden, yes Selectman O'Hara, yes

Selectman Sherman, yes Opposed, none

Selectman Sherman, abstained (7/18/22 – Vote 3-0-1)

APPOINTMENTS & HEARINGS

Discussion and Approval of the Following Appointments to the Cultural Council:

Lee P. Smith, Member at Large (Term Expires September 30, 2025):

A letter of interest was received from Lee P. Smith dated January 20, 2022 requesting to become a member of the Mashpee Cultural Council. A recommendation from the Cultural Council for this appointment was received.

Motion made by Selectman Weeden to appoint Lee P. Smith to the Mashpee Cultural Council as a Member At Large for a term to expire; September 30, 2025.

Motion seconded by Selectman Sherman.

VOTE: Unanimous. 4-0.

Roll Call Vote:

Selectman Cotton, yes Selectman Weeden, yes Selectman O'Hara, yes

Selectman Sherman, yes Opposed, none

Mashpee Select Board
Minutes
August 8, 2022

Discussion and Approval of the Following Appointments to the Cultural Council: (continued)
Wendy Bornstein, Member at Large (Term Expires September 30, 2023):

Correspondence was received from the Mashpee Cultural Council dated June 8, 2022 recommending the appointment of Wendy Bornstein to fill the vacancy created by the resignation of Bill Nay.
A supplemental letter of interest was received from Wendy Bornstein dated March 2, 2022 requesting to be considered as a member of the Mashpee Cultural Council.

Motion made by Selectman Weeden to appoint Wendy Bornstein to the Mashpee Cultural Council as a Member At Large for a term to expire; September 30, 2023.

Motion seconded by Selectman Sherman.

VOTE: Unanimous. 4-0.

Roll Call Vote:

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

Discussion and Approval of Resignation: Waterways Commission: Albert Wickel (Term Expires June 30, 2024):

The Town Clerk remitted communication to the Select Board dated August 3, 2022 regarding the resignation of Albert Wickel from the Mashpee Waterways Commission. Mr. Wickel has been a member since 2009.

Motion made by Selectman Sherman to accept the resignation of Albert Wickel from the Waterways Commission with regret sending a letter of appreciation to Mr. Wickel for his service to the Town of Mashpee.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 4-0.

Roll Call Vote:

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

Discussion and Approval of a Temporary Sign Permit: Seaside LeMans:

A Temporary Sign Permit Application was before the Select Board for a total of (7) temporary banners to be displayed on the fences entering Mashpee Commons to announce the Annual Seaside LeMans Race scheduled to be held on Saturday, September 10, 2022. The banners would be erected on September 3, 2022 through September 10, 2022.

Motion made by Selectman Sherman to approve the Temporary Sign Permit as referenced for the Annual Seaside LeMans to be held at Mashpee Commons.

Motion seconded by Selectman Weeden.

VOTE: Unanimous. 4-0.

Roll Call Vote:

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

Mashpee Select Board
Minutes
August 8, 2022

APPOINTMENTS & HEARINGS:

Presentation on Phosphorus in the Ponds: Department of Natural Resources Director Ashley Fisher:

At the request of the Select Board, Ashley Fisher Director of Natural Resources presented an overview of the phosphorus in the Mashpee ponds and lakes. Factors contributing to the problem include, but are not limited to;

- Lawn fertilizer
- Storm water runoff
- Road water runoff
- Nitrogen from septic and cesspools
- Waterfowl excrement

It was explained that abundant levels of nutrients cause eutrophication which causes harmful algae blooms.

Ways to treat and control external nutrient sources internally include; dredging, aeration, and nutrient inactivation. External controls require sewerage, berms, bylaws, buffer zones, stormwater prevention and modifications of yard use/green infrastructure.

Ms. Fisher reviewed the conditions of each pond recommending remedial strategies as provided; Ashumet Pond; 215 acres with an average depth of 23', maximum depth of 69' having 2.5 miles of heavily developed shoreline.

Remedial strategies include in-pond phosphorous inactivation using aluminum and iron salts, geochemical barriers at the plume pond interface and in-pond removal of phosphorus by hypolimnetic extraction. To eliminate the input and inactivate the accumulated phosphorous the geochemical barrier and aluminum sulfate were the chosen options.

Past history of Ashumet Pond includes treatments to the Ashumet Valley sewage treatment plant plume, a part of the Military Reservation Plume Response Program. Through the years this included the installation of a geochemical barrier with iron treatments. It has been determined the external loading from residential properties has contributed to the phosphorous levels for the past 10 years. Further treatments would require Mashpee/Falmouth planning and implementation.

Santuit Pond is shallow having a maximum depth of 10', on average 6.5'. The shoreline is steep with moderate development and an abandoned cranberry bog recently purchased by the Town to assist in the pond remediation process.

The water quality of Santuit Pond is noted to be poor. This watershed enters into the Popponesset Bay system. The Town in collaboration with the Mashpee Wampanoag Tribe is investigating the use of inactivation treatments with aluminum sulfate. The collaboration effort includes the review and implementation of stormwater control measures.

The Solar Bees, an aeration system is currently oxygenating the bottom sediment assisting in the limitation of algae growth.

Mashpee Select Board
Minutes
August 8, 2022

APPOINTMENTS & HEARINGS:

Presentation on Phosphorus in the Ponds: Department of Natural Resources Director Ashley Fisher: (continued)

Santuit Pond will be treated with an herbicide this spring to eradicate the invasive plant species. The cranberry bog restoration is also ongoing. It is also anticipated the sewerage of the Santuit Pond watershed would occur in Phase II of the Wastewater Plan.

Remediation measures also include dredging and an Order imposed by the Board of Health for properties within 300' to conduct an onsite septic inspection, and to pump their system. Of the 118 properties 90 are in full compliance as of December 2021.

It was been determined the sources of phosphorous on Santuit Pond derive from internal nutrient cycling (78%), stormwater runoff (13%), septic systems (5%) and cranberry bogs (3%).

Mashpee/Wakeby Pond shared by the Towns of Mashpee and Sandwich is the largest freshwater lake on Cape Cod. It is comprised of 729 acres. The deepest point is 90'. The pond areas are fed by groundwater and drain into the Mashpee River.

The water quality is deemed moderate with minor elevations of cyanobacteria on the Mashpee side. The Sandwich side has consistent elevations. There is evidence of a visible scum layer.

A diagnostic study is anticipated to begin this summer.

John's Pond is comprised of 323 acres. In 1980 a diagnostic study revealed algae blooms with large masses in shallow areas. Water transparency has declined. In addition to algae blooms and pollutants there is concern regarding motorboats and pond levels. The study contained a quote "a community designated as not requiring a sewage system". However, septic leaching was found to be at high levels in 1975 to date due to soil type. There are also high PFAS levels in the pond.

There has been ongoing concern from the Select Board to address the pollution within Mashpee ponds and lakes and there is a need to strongly advocate for a more comprehensive and collective approach to remediate nutrient loading in both the salt and fresh waters.

It was agreed the bylaws must be enforced and there should be stricter rules and fines governing buffer zones, cesspools and the use fertilizer. It was noted the DNR has sponsored articles proposed for the October warrant on the Nitrogen Control Bylaw, as well as Wetlands Bylaws regarding Fertilizer, Flood Zones and Buffer Zones. There is also an article for the restriction of horsepower on Santuit Pond. The DPW Director has articles proposed for the Stormwater Asset Management Plan and the Planning Board has also presented articles on the Floodplain Zone Overlay and Floodplain Management.

Ms. Fisher was asked if there are natural approaches to address nutrient conditions in the pond such as aquaculture and aquaponics. It was noted the capabilities are limited and based on the size of a pond. In smaller shallow areas certain plants may assist in capturing pollutants.

Mashpee Select Board
Minutes
August 8, 2022

APPOINTMENTS & HEARINGS:

Presentation on Phosphorus in the Ponds: Department of Natural Resources Director Ashley Fisher: (continued)

Discussion followed with respect to dredging. The DNR is conducting a sediment analysis, however some areas cannot be dredged due to arsenic. The disposal of spoils is an issue, but would be favorable in some areas for habitat restoration. The County was noted to have a new method of dredging for freshwater.

Town Manager Rodney C. Collins recommended that working group be formed with legal counsel to further review the Town bylaws for possible action in October.

Andrew McManus Conservation Agent commented briefly on the discussion stating that fines are generally not effective. Although it may take a large effort to lobby at the state level, it may be worthy to gain approval for a criminal disposition statute.

Regarding dredging Mr. McManus made note of a past dredging study of the Mashpee River on the benefits to improve water quality, circulation and to lessen the impact of nutrient loading. This effort is fruitless as it would then move the contaminant into Popponesset Bay. The disposal of spoils is also very expensive and the process requires state approvals when using existing conservation lands.

Report on the Red Brook Road Culvert: Conservation Agent Andrew McManus:

The Select Board met with Andrew McManus, Conservation Agent to review the Redbrook Road Culvert Replacement project report prepared by the Horsley Witten Group for the Towns of Mashpee and Falmouth through their respective Conservation and Departments of Public Works.

The report evaluated the cause of the culvert failure likely due to the burrowing activity of wildlife over time. It is recommended the existing culvert be replaced with an 8' wide open box culvert with no water control features. This would improve fish and wildlife passage and alleviate flooding.

Driver and road safety is of paramount concern to both towns. The agreement includes the box culvert with associated bank restoration on either side of the culvert area. The project would also eliminate the flooding impacts in this area.

There are multiple grant opportunities being sought to assist with the costs of planning, permitting and construction.

The project requires collaboration with the respective abutting neighborhood associations, owners of the bog area. Town Counsel has advised the Town is within its legal right to address road safety issues.

It was suggested the Town further prioritize restoration projects around the bog to advocate for indigenous plantings returning the area to its original state and function.

Mashpee Select Board
Minutes
August 8, 2022

Public Comment:

Michaela Columbo of Meadow Brook Road, a candidate running for the vacant seat on the Select Board made a brief introduction. Ms. Columbo indicated she anticipates to work collaboratively and conductively as well as proactively to solve the issues the Town of Mashpee is facing.

Karen Faulkner a resident of Ashers Path West commented on a recent review of the Select Board video of July 25, 2022 meeting regarding the matter of reorganization. Ms. Faulkner indicated the vote circumvented the usual and customary practice of the Select Board to hold the vice-chair until reorganization takes place after the special election. Ms. Faulkner recommended the Board reinstate Selectman Weeden and reorganize after the October 4, 2022 meeting.

Marjorie Hecht of Hoophole Road also made note of the July 25, 2022 meeting, and asked the Select Board to rescind its vote for reorganization and wait to reorganize after the special election.

Meredith Harris, Main Street read aloud a Letter to the Editor regarding the July 25, 2022 meeting which appeared in the *Mashpee Enterprise* on August 5, 2022 written by Ms. Harris and Michaela Columbo. Ms. Harris voiced concern regarding the matter of reorganization.

Comment was also made on articles proposed on the October warrant that would limit horsepower restriction, waterways regulations and wetland bylaws.

Chuck Green a former nine-year member of the Board of Selectmen commented on the normal course of the reorganization process and voiced his support for David W. Weeden and his abilities to assume chairmanship.

Jane Marie Stevenson, Sampson Mill Road and Chair of the MIDC indicated she is strongly supportive of Mr. Weeden and is appreciative of his perspective and his beliefs as well as his leadership skills.

Mary Waygan, Chair of the Planning Board commented on the Local Comprehensive Plan and well attended workshops. The process is expected to continue with an online survey planned.

Ms. Waygan also noted the Planning Board and Conservation Commission has submitted an application to the Community Preservation Committee for the acquisition of 8-acres of open space on land identified as 751 Main Street.

Yuvonne Courtenay of Presbrick Lane voiced support to David Weeden for his contributions to the Select Board, and requested he be considered to serve as Chairman.

Brian Weeden, Main Street spoke in support of David Weeden, and the opportunity that was not given to him.

Lynne Barbee of Surf Drive read a letter she wrote to the editor which appeared in the August 5, 2022 *Mashpee Enterprise*. Ms. Barbee then stated it is standard procedure to reorganize upon re-election.

Paula Peters, Devon Street voiced her frustration to the July 25, 2022 reorganization and its process not granting David Weeden his opportunity to become Chairman of the Select Board.

Mashpee Select Board
Minutes
August 8, 2022

NEW BUSINESS

Discussion and Approval of Inter-Municipal Agreement Between Town of Mashpee and Mashpee Water District:

The Intermunicipal Agreement between the Town of Mashpee and Mashpee Water District was presented to the Select Board for approval. The Act authorizes the Assessors of the Town of Mashpee to act as District Assessors, and the Tax Collector of the Town of Mashpee to act as District Tax Collector to provide assessing and tax collection services to the Mashpee Water District for a three-year period commencing on July 1, 2022 and ending June 30, 2025.

The document has been reviewed to form by Town Counsel.

Motion made by Selectman Weeden to approve the Inter-Municipal Agreement between the Town of Mashpee and Mashpee Water District as presented.

Motion seconded by Selectman Sherman.

VOTE: Unanimous. 4-0.

Roll Call Vote:

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

Discussion, Approval & Recommendations on Draft #2 of the October 17, 2022 Town Meeting Warrant:

The Mashpee Select Board conducted a brief review of Draft #2 of the October 17, 2022 Town Meeting warrant. It was noted that Town Counsel has reviewed the warrant articles with comments and edits incorporated into the articles. There are fifteen articles, 14 from Departments and 1 Petition article.

It was agreed the Select Board would meet with the Town Planner and Planning Board Chair as well as the Director of Natural Resources, Conservation Agent and Treasurer/Tax Collector at the next meeting. Comments from individual Select Board members are requested to be forwarded directly to the Town Manager copied to the Assistant Town Manager.

Motion made by Selectman Weeden to table the review and action on the October 17, 2022 warrant to the next Select Board Meeting.

Motion seconded by Selectman Sherman.

VOTE: Unanimous. 4-0.

Roll Call Vote:

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

Mashpee Select Board
Minutes
August 8, 2022

ADDITIONAL TOPICS

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

Discussion and possible action on the Reorganization of the Select Board:

Motion made by Selectman Weeden to place the above referenced topic as an agenda item of discussion not reasonable anticipated.

Motion seconded by Selectman Sherman.

VOTE: Unanimous. 4-0.

Roll Call Vote:

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

Discussion followed with regards to the previous action of the Select Board to reorganize. It was unanimously agreed the Select Board would move forward to rescind past action and re-vote for the purpose of Reorganization of the Select Board.

Motion made by Selectman Cotton to nominate Selectman David W. Weeden as *Chairman of the Select Board*, taking on the responsibilities of the previous Chair, Andrew R. Gottlieb.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 4-0.

Roll Call Vote:

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

Motion made by Selectman Sherman to nominate Selectman John J. Cotton as *Vice-Chairman of the Select Board*.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 4-0.

Roll Call Vote:

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

Motion made by Selectman Sherman to nominate Selectman Thomas F. O'Hara as *Clerk of the Select Board*.

Motion seconded by Selectman Cotton.

VOTE: Unanimous. 4-0.

Roll Call Vote:

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

It was agreed the nominations would take effect at the conclusion of this meeting.

Mashpee Select Board
Minutes
August 8, 2022

TOWN MANAGER UPDATES

Town Manager Rodney C. Collins requested the Select Board fill the following priority Liaison Assignments held by the previous Select Board Chair, Andrew R. Gottlieb. This includes the Community Preservation Committee and Capital Improvement Program Committee.

A brief discussion followed. It was agreed the remaining Liaison Assignments held by Andrew R. Gottlieb would be placed on hold. If required, Selectman David W. Weeden now Chairman of the respective Mashpee Select Board would assume this responsibility until the vacancy has been fulfilled.

Motion made by Selectman Cotton to appoint Selectman David W. Weeden as the Select Board (Parks & Recreation) representative to the Community Preservation Committee.

Motion seconded by Selectman Sherman.

VOTE: Unanimous. 4-0.

Roll Call Vote:

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

Motion made by Selectman Sherman to appoint Selectman John J. Cotton as the Select Board representative to the Capital Improvement Program Committee.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 4-0.

Roll Call Vote:

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

Public Comment:

In closing Selectman John J. Cotton, Nobska Road spoke to the Select Board and to the public regarding the recent resignation of Andrew R. Gottlieb from the Select Board. Mr. Cotton commented on the knowledge and experience bestowed by Mr. Gottlieb during his tenure which has laid the ground work to make Mashpee as it is today, a better place to live. Mr. Cotton stated there is a lot of work that needs to be done as the Town moves into the next chapter.

On the matter of reorganization on July 25, 2022, Mr. Cotton in moving forward, gave sincere appreciation with respectful apologies to Selectman David W. Weeden.

Mashpee Select Board
Minutes
August 8, 2022

ADJOURNMENT

Motion made by Selectman Sherman to adjourn at 8:45 pm.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 4-0.

Roll Call Vote:

Selectman Cotton, yes

Selectman Weeden, yes

Selectman O'Hara, yes

Selectman Sherman, yes

Opposed, none

Respectfully submitted,

Kathleen M. Soares

Secretary to the Select Board



TOWN OF MASHPEE

OFFICE OF THE SELECT BOARD

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

MEMORANDUM

Date: August 17, 2022

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

From: Stephanie A. Coleman, Administrative Secretary 

Re: Resignation from the Human Services Committee

Description

Discussion and acceptance of the resignation of Ebony Steele from the Human Services Committee. Her term expires June 30, 2023.

Attached is Ms. Steele's letter of resignation.

Thank you.

From: Ebony Steele
Sent: Thursday, June 16, 2022 2:53 PM
To: Gail Wilson <gwilson@mashpeema.gov>
Subject: Re: Human Services Committee Meeting Information

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.

Hi Gail,
I gonna have to resign my position.
Sent from my iPhone

On Jun 16, 2022, at 2:35 PM, Gail Wilson <gwilson@mashpeema.gov> wrote:

Good Afternoon,

Please see attached minutes from the last Human Services Committee Meeting in April. Thank you Lynne Barbee for doing this.

I did hear from Heidi, the new Senior Center Director that she is unable to make this meeting but will be at future meetings.

Please let me know if anyone else is unable to make it.

See you tomorrow,

Gail

Gail Wilson, M.Ed, LMHC | Human Services Director
Mashpee Human Services
Town of Mashpee
16 Great Neck Road North
Mashpee, MA. 02649
Office: 508.539.1411 | Fax: 508.477.0497
www.itsnevertotooearly.com



TOWN OF MASHPEE


OFFICE OF THE SELECT BOARD

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

MEMORANDUM

Date: August 17, 2022

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

From: Stephanie A. Coleman, Administrative Secretary 

Re: Special Event Application – 38th Annual Autumn Escape Bike Trek Pass Through

Description

Discussion of the Special Event Application for the Annual Autumn Escape Bike Trek, taking place on Saturday, September 24 through Sunday, September 25, 2022 from 11:00 AM to 2:00 PM.

Background

The 37th Annual Autumn Escape Bike Trek, hosted by the American Lung Association is set to take place Saturday, September 24, through Sunday, September 25, 2021. This event will only be a two day event this year. This year the route will pass through Mashpee starting at Old Barnstable Road ending at Cotuit Road, a total of 4.9 Miles.

A maximum of 300 bicyclists will take part in the Autumn Escape Bike Trek. Riders participate at their own speed. This is not a race. All of the cyclists must wear ANSI approved helmets and are instructed to ride safely and follow all traffic laws and regulations.

Recommendations

Health – Approved. Not applicable.

Building – Approved. Not applicable.

DPW – Approved. Applicants shall remove any route signage placed on the roads after the conclusion of the race.

Fire – Approved. No Fire Department requirements.

Police – Approved. No details are required for this event.

Go (Mile) Sandwich	To (Mile)	Signs	Marshall	Direction	Location (roads of travel in Bold)	Landmarks	Fastest	Slowest
0	0			start	Exit Camp Burgess, 75 Stowe Road, Sandwich, MA 02563	cafeteria area	8:30	8:30
0.1	0.1			right	onto Stowe Rd			
0.8	0.9	ss	M - 2	right	onto Farmersville Rd			
1.2	2.1	ss		bear right	onto Cotuit Rd			
1.4	3.5	ss		right	onto MA-130 N			
1.5	5			straight	on MA-130 N			
1.5	6.5			bear left	on MA-130 N	at Rt 6, Mid-Cape Hwy at Main St		
0.1	6.6		M - 1	right	onto Tupper Rd		8:48	9:06
0.4	7	lights		straight	onto Tupper Rd	at Rt 6A		
0.5	7.5	sign	M - 2	right	onto Freezer Rd	then cross RR		
0.3	7.8				into Rest Stop #1, Sandwich Recreation Area 77 Freezer Rd., Sandwich, MA 02563	at end of road	8:54	9:18
0	7.8			straight	onto Cape Cod Canal Bike Way			
Bourne								
2	9.8			straight	on Canal Bike Way			
3.2	13			straight	on Canal Bike Way	under Sagamore Bridge	9:00	9:30
1.5	14.5		M - 1	left	onto Bell Rd. Ext (just after RR tracks)	under Bourne Bridge		
0.2	14.7	ss		right	onto Shore Road	end of bike way	9:12	9:54
0.9	15.6			bear left	on Shore Road			
1.2	16.8			bear right	on Shore Road			
1.6	18.4				Walk bikes over steel bridge or use sidewalk			
1.1	19.5			right	onto County Road			
1	20.5			right	into Rest Stop #2, Daily Brew 1356 Route 28A, Cataumet, MA 02534	Corner of County Road & 28A		
0	20.5			right	onto Route 28A Caution beware of traffic	town line	9:30	10:30

Go (Mile)	To (Mile)	Signs	Marshall	Direction	Location (roads of travel in Bold)	Landmarks		
Falmouth								
0.4	20.9			bear right	onto Old Main St			
0.5	21.4	4ss S		left	on County Road			
0.2	21.6	Sign		right	onto Shining Sea Bike Way		9:33	10:36
0.3	21.9			straight	on Shining Sea Bike Way			
0.2	22.1	ss		straight	on Shining Sea Bike Way			
0.4	22.5			straight	on Shining Sea Bike Way			
0.4	22.9	ss		straight	on Shining Sea Bike Way			
1.2	24.1	ss		straight	on Shining Sea Bike Way			
0.6	24.7	ss		straight	on Shining Sea Bike Way			
0.3	25	ss		straight	on Shining Sea Bike Way			
0.4	25.4	ss		straight	on Shining Sea Bike Way			
1.1	26.5			straight	on Shining Sea Bike Way			
0.5	27			straight	on Shining Sea Bike Way			
0.5	27.5			straight	on Shining Sea Bike Way			
0.2	27.7	Sign	M - 1	right	onto paved path at play ground			
0	27.7	Sign		right	onto Carlson Lane		9:50	12:18
0.2	27.9	ss		left	onto Palmer Ave			
0.3	28.2	Sign	M - 3	left	onto Sippewisset Road			
2.9	31.1	4 ss		straight	onto Quissett Ave			
1.4	32.5	Sign		right	onto Buzzards Bay Ave (do not turn on Whitman Rd)			
0.2	32.7	ss		left	onto Gardiner Road			
0.1	32.8			straight	on Gardiner Road			
0.1	32.9			bear left	on Gardiner Road			
0.1	33	4 ss		straight	on Gardiner Road becomes Albatross St.			
0.2	33.2			left	onto Water Street			
0.2	33.4			straight	Over new bridge			
0.1	33.5			right	onto Luscombe Ave.			
0.1	33.6	Sign		bear left	then Immediate R onto Shining Sea Bike Way			
0.6	34.2			straight	on Shining Sea Bike Way			
1.4	35.6	Sign		right	onto Surf Drive			
0.8	36.4			right	into Rest Stop #3, Surf Drive Beach 54 Surf Drive, Falmouth, MA 02540		10:18	12:06

Go (Mile)	To (Mile)	Signs	Direction	Location (roads of travel in Bold)	Landmarks
0	36.4		right	onto Surf Drive	
0.3	36.7		right	onto Clinton Ave.	
0.5	37.2		left	onto Scranton Ave.	
0.6	37.8		right	onto Robbins Road	
0.1	37.9		right	onto Falmouth Heights Road	Island Queen Ferry to MV
0.4	38.3		bear right	onto Grand Ave.	
0.4	38.7		left	on Grand Ave.	along water
0.7	39.4		bear right	onto Menauhant Road	
0.9	40.3		bear left	on Menauhant Road	Ocean Ave on right
1	41.6	Sign	left	onto Davisville Road	
1.9	43.5	lights	straight	onto Meetinghouse Rd.	
0.4	43.9		bear right	onto Crocker Road	cross Route 28
0.2	44.1	ss	right	onto Old Barnstable Road	
1	45.1	4 ss	straight	on Old Barnstable Road	cross Carriage Shop Rd
0.4	45.5	4 ss	straight	on Old Barnstable Road	cross Hayway Rd
1.1	46.6		straight	on Old Barnstable Road	town line
Mashpee					
1.2	47.8	lights	straight	on Old Barnstable Road	
1.1	48.9		straight	onto Lowell Road	cross Route 151 after H.School
0.9	49.8	lights	left	onto Great Neck Road North	Old Barnstable goes right
0.9	50.7	lights	right	onto Route 130 or Bike Path	(no street sign)
0.3	51	Sign	left	onto South Sandwich Road	not easy from bike path
1.5	52.5		left	onto Cotuit Road (3rd exit of rotary)	town line
Sandwich					
1.2	53.7		right	onto John Ewer	
0.8	54.5		right	onto Farmersville Road	new for 2021 (short cut)
0.1	54.6	Sign	left	onto Stowe Road	
0.5	55.1		straight	on Stowe Road	sign to Camp Burgess
0.3	55.4	Sign	left	into Camp Burgess, 75 Stowe Road, Sandwich, MA 02563	Pinkham Rd on left (dirt)
					enter 2nd access road
					11:16 2:00
					10:48 1:06
					10:51 1:12
					11:06 1:42
					11:10 1:48

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (“First Amendment”) is made as of the ____ day of _____, 2022 (the “**Effective Date**”), by and between the Town of Mashpee, a Massachusetts Municipal Corporation (“**Landlord**”), whose address is 16 Great Neck Road North, Mashpee, MA 02649, and Blue Sky Towers III, LLC, d/b/a BSTMA III, LLC, a Delaware limited liability company (“**Tenant**”), whose principal business address is 352 Park Street, Suite 106, North Reading, MA 01864 (collectively the “**Parties**”, and each a “**Party**”).

BACKGROUND

WHEREAS, Landlord is the fee simple owner of certain real property located at 101 Red Brook Rd, Mashpee, Barnstable County, MA 02649, having the Tax ID Number 104-0002-0000 (“**Property**”).

WHEREAS, Landlord and Tenant, are parties to a certain Lease Agreement dated October 27, 2017 (the “**Lease**”), as evidenced by that Memorandum of Lease dated October 27, 2017, and recorded February 20, 2019, as Book 31843, Page 324, in the Barnstable County Recorder of Deeds (the “**Memorandum of Lease**”), whereby Landlord leased to Tenant a certain Premises (further described below) on the Property to install, operate, and maintain telecommunications facilities; and

WHEREAS, Pursuant to a certain Assignment and Assumption Agreement, dated January 12, 2018, Blue Sky Towers, LLC, d/b/a BSTMA, LLC assigned all its right, title, and interest in and to Lease to its successor-in-interest Blue Sky Towers II, LLC, d/b/a BSTMA II, LLC; and

WHEREAS, Pursuant to a certain Assignment and Assumption Agreement, dated October 1, 2019, Blue Sky Towers II, LLC, d/b/a BSTMA II, LLC assigned all its right, title, and interest in and to the Lease to its successor-in-interest, Blue Sky Towers III, LLC d/b/a BSTMA III, LLC; and

WHEREAS, Landlord and Tenant desire to amend said Lease and Memorandum of Lease as provided herein; and

OPERATIVE PROVISIONS

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant, agree and bind themselves to the following amendment to the Lease:

1. Background Recitals. The Background recitals hereinabove are true and correct and are incorporated herein by this reference.

2. Capitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as defined in the Lease.

3. Amended Legal Descriptions. The legal descriptions of the Premises described in **Exhibit 1** of the Lease are amended as follows: **Exhibit 1** to the Lease is hereby deleted in its entirety and replaced with **Exhibit 1-A** attached hereto and made a part hereof. All references to "**Exhibit 1**" in the Lease shall be deleted and replaced with "**Exhibit 1-A**". The term "Premises" in the Lease shall mean the Premises described in **Exhibit 1-A** of this First Amendment.

4. Other Terms and Conditions Remain. In the event of any inconsistencies between the Lease and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Lease otherwise is unmodified and remains in full force and effect. Each reference in the Lease to itself shall be deemed also to refer to this First Amendment.

5. Amendment to Memorandum of Lease. In connection with this First Amendment, the parties agree to execute and record an amendment to the Memorandum of Lease acceptable to both parties in a form provided by Tenant and recorded at Tenant's sole cost and expense.

6. Counterparts. This First Amendment may be executed in one or more counterparts, each of which is an original, and all of which together constitute only one agreement between the Parties. Delivery of an executed counterpart of this First Amendment, by facsimile, electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, has the same effect as delivery of an executed original of this First Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the Effective Date above.

LANDLORD: Town of Mashpee

By: _____

Name: _____

Title: _____

Date: _____

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF BARNSTABLE

On this the ____ day of _____, 2022 before me personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose names is subscribed to the within instrument and acknowledged to me under oath that they executed the same in their authorized capacity as _____, and that by their signature on the instrument, the individuals, or entity or the person/entity upon behalf of which the individual acted, executed the instrument.

WITNESS my hand and official seal.

Signature: _____

Print Name: _____

My commission expires: _____

Signatures Continue on Next Page

TENANT: Blue Sky Towers III, LLC
d/b/a BSTMA III, LLC

By: _____

Name: James Rech

Its: President and CEO

TENANT ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF MIDDLESEX

On the _____ day of _____ in the year 2022 before me, the undersigned notary public, personally appeared James Rech, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity(ies), and that by his signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[NOTARY SIGNATURE]

Notary Public

My Commission Expires:

BST Site Number: MA-5112
BST Site Name: Mashpee

EXHIBIT 1-A
PREMISES

LEASE AREA

Beginning at the southeast corner of the lease area herein described at Mass. State Plane Coordinate
N:2675050.45, E:934727.93 (ftus), thence;

N 75°57'59" W a distance of 100.00' to a point, thence;

N 14°02'01" E a distance of 100.00' to a point, thence;

S 75°57'59" E a distance of 100.00' to a point, thence;

S 14°02'01" W a distance of 100.00' to the point of beginning, having an area of 10,000 square feet or
0.230 acres, more or less.

BST Site Number: MA-5112

BST Site Name: Mashpee

LEASE AREA
0.230 AC. ±

POB LEASE
N: 2675050.45
E: 934727.93

LOCUS
104-2
101 RED BROOK ROAD
N/F
TOWN OF MASHPEE
DEED 830~355

ACCESS
EASEMENT

UTILITY
EASEMENT

RED BROOK ROAD
(PUBLIC ROW)



LEASE AREA SKETCH

ACCESS EASEMENT

Beginning at the southwest corner of the easement area herein described at Mass. State Plane
Coordinate N:2674727.22, E:934644.32 (ftus), thence;

N 14°02'26" E a distance of 9.62' to a point, thence;

Along a curve to the right with an arc length of 89.44', with a radius of 90.00', with a chord bearing of N 42°30'31" E, with a chord length of 85.80' to a point, thence;

N 70°58'36" E a distance of 81.57' to a point, thence;

Along a curve to the left with an arc length of 91.09', with a radius of 70.00', with a chord bearing of N 33°41'56" E, with a chord length of 84.80' to a point, thence;

N 03°34'45" W a distance of 29.91' to a point, thence;

Along a curve to the right with an arc length of 27.67', with a radius of 90.00', with a chord bearing of N 05°13'38" E, with a chord length of 27.56' to a point, thence;

N 14°02'01" E a distance of 55.72' to a point, thence;

Along a curve to the left with an arc length of 93.00', with a radius of 70.00', with a chord bearing of N 24°01'35" W, with a chord length of 86.31' to a point, thence;

Along a compound curve to the left with an arc length of 27.20', with a radius of 15.00', with a chord bearing of S 65°58'25" W, with a chord length of 23.62' to a point, thence;

S 14°02'01" W a distance of 5.39' to a point, thence;

N 75°57'59" W a distance of 50.00' to a point, thence;

N 14°02'01" E a distance of 42.00' to a point, thence;

S 75°57'59" E a distance of 51.81' to a point, thence;

Along a curve to the right with an arc length of 141.37', with a radius of 90.00', with a chord bearing of S 30°57'59" E, with a chord length of 127.28' to a point, thence;

S 14°02'01" W a distance of 55.72' to a point, thence;

Along a curve to the left with an arc length of 21.52', with a radius of 70.00', with a chord bearing of S 05°13'38" W, with a chord length of 21.43' to a point, thence;

S 03°34'45" E a distance of 29.91' to a point, thence;

Along a curve to the right with an arc length of 117.11', with a radius of 90.00', with a chord bearing of S 33°41'56" W, with a chord length of 109.02' to a point, thence;

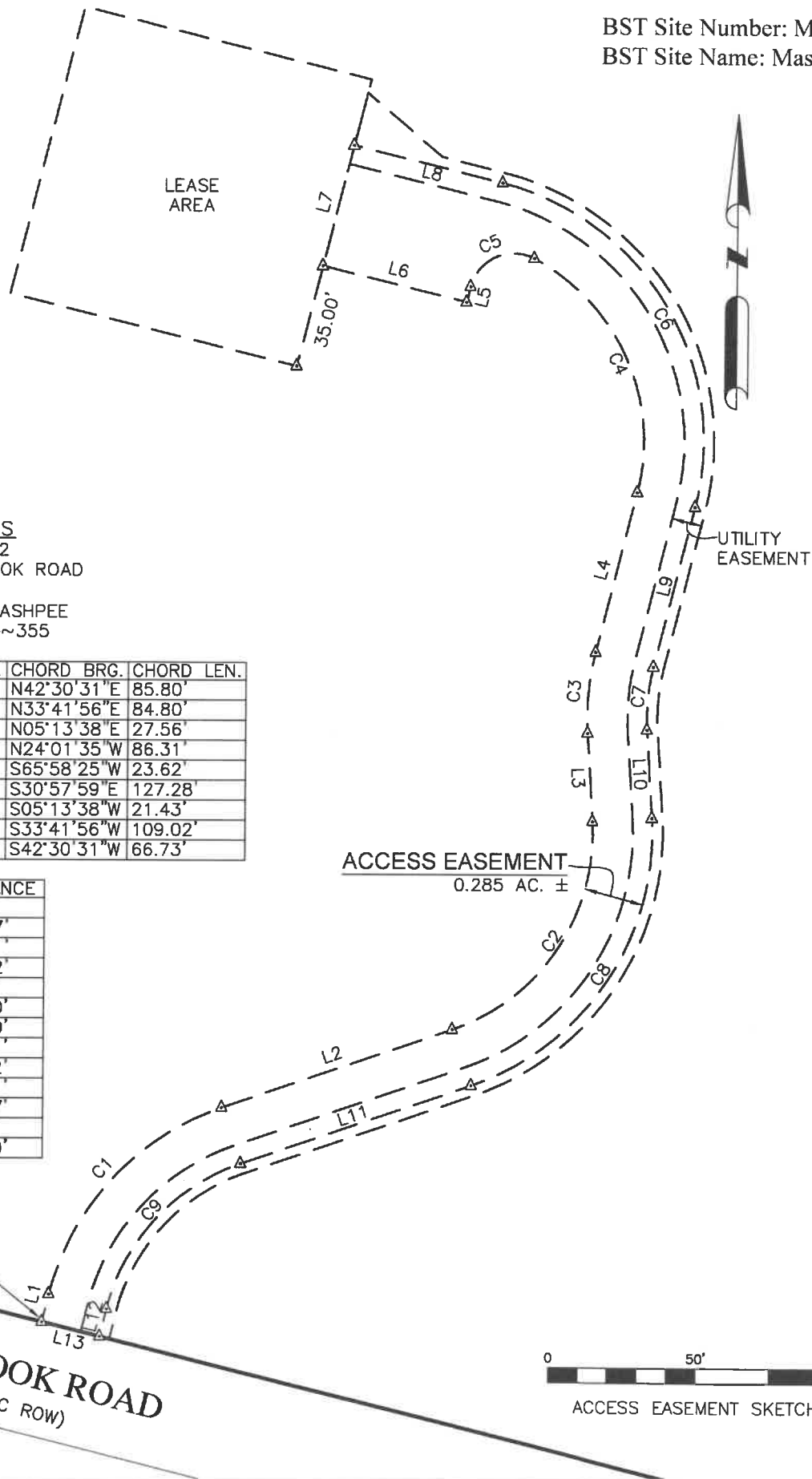
S 70°58'36" W a distance of 81.57' to a point, thence;

Along a curve to the left with an arc length of 69.56', with a radius of 70.00', with a chord bearing of S 42°30'31" W, with a chord length of 66.73' to a point, thence;

S 14°02'26" W a distance of 9.63' to a point, thence;

N 75°56'56" W a distance of 20.00' to the point of beginning, having an area of 12,417 square feet or 0.285 acres, more or less.

BST Site Number: MA-5112
BST Site Name: Mashpee



LOCUS
104-2
101 RED BROOK ROAD
N/F
TOWN OF MASHPEE
DEED 830~355

CURVE	RADIUS	ARC LEN.	CHORD BRG.	CHORD LEN.
C1	90.00'	89.44'	N42°30'31"E	85.80'
C2	70.00'	91.09'	N33°41'56"E	84.80'
C3	90.00'	27.67'	N05°13'38"E	27.56'
C4	70.00'	93.00'	N24°01'35"W	86.31'
C5	15.00'	27.20'	S65°58'25"W	23.62'
C6	90.00'	141.37'	S30°57'59"E	127.28'
C7	70.00'	21.52'	S05°13'38"W	21.43'
C8	90.00'	117.11'	S33°41'56"W	109.02'
C9	70.00'	69.56'	S42°30'31"W	66.73'

LINE	BEARING	DISTANCE
L1	N14°02'26"E	9.62'
L2	N70°58'36"E	81.57'
L3	N03°34'45"W	29.91'
L4	N14°02'01"E	55.72'
L5	S14°02'01"W	5.39'
L6	N75°57'59"W	50.00'
L7	N14°02'01"E	42.00'
L8	S75°57'59"E	51.81'
L9	S14°02'01"W	55.72'
L10	S03°34'45"E	29.91'
L11	S70°58'36"W	81.57'
L12	S14°02'26"W	9.63'
L13	N75°56'56"W	20.00'

POB
ACCESS EASEMENT
N: 2674727.22
E: 934644.32

RED BROOK ROAD
(PUBLIC ROW)



ACCESS EASEMENT SKETCH

UTILITY EASEMENT

Beginning at the southeast corner of the easement area herein described at Mass. State Plane
Coordinate N:2674721.51, E:934667.12 (ftus), thence;

N 75°56'56" W a distance of 10.00' to a point, thence;

N 14°02'23" E a distance of 9.63' to a point, thence;

Along a curve to the right with an arc length of 76.02', with a radius of 76.50', with a chord bearing of N 42°30'31" E, with a chord length of 72.93' to a point, thence;

N 70°58'36" E a distance of 81.57' to a point, thence;

Along a curve to the left with an arc length of 108.65', with a radius of 83.50', with a chord bearing of N 33°41'56" E, with a chord length of 101.15' to a point, thence;

N 03°34'45" W a distance of 29.91' to a point, thence;

Along a curve to the right with an arc length of 23.52', with a radius of 76.50', with a chord bearing of N 05°13'38" E, with a chord length of 23.42' to a point, thence;

N 14°02'01" E a distance of 55.72' to a point, thence;

Along a curve to the left with an arc length of 131.16', with a radius of 83.50', with a chord bearing of N 30°57'59" W, with a chord length of 118.09' to a point, thence;

N 75°57'59" W a distance of 51.81' to a point, thence;

N 14°02'01" E a distance of 24.83' to a point, thence;

S 49°22'00" E a distance of 33.13' to a point, thence;

S 75°57'59" E a distance of 22.19' to a point, thence;

Along a curve to the right with an arc length of 146.87', with a radius of 93.50', with a chord bearing of S 30°57'59" E, with a chord length of 132.23' to a point, thence;

S 14°02'01" W a distance of 55.72' to a point, thence;

Along a curve to the left with an arc length of 20.44', with a radius of 66.50', with a chord bearing of S 05°13'38" W, with a chord length of 20.36' to a point, thence;

S 03°34'45" E a distance of 29.91' to a point, thence;

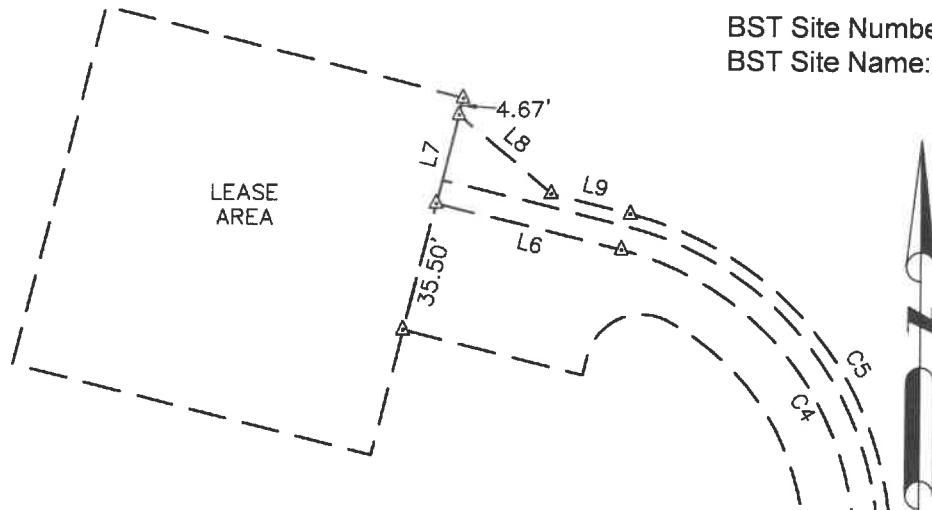
Along a curve to the right with an arc length of 121.67', with a radius of 93.50', with a chord bearing of S 33°41'56" W, with a chord length of 113.26' to a point, thence;

S 70°58'36" W a distance of 81.57' to a point, thence;

Along a curve to the left with an arc length of 66.08', with a radius of 66.50', with a chord bearing of S 42°30'31" W, with a chord length of 63.40' to a point, thence;

S 14°02'26" W a distance of 9.63' to the point of beginning, having an area of 5,978 square feet or 0.137 acres, more or less.

BST Site Number: MA-5112
 BST Site Name: Mashpee



LOCUS
 104-2
 101 RED BROOK ROAD
 N/F
 TOWN OF MASHPEE
 DEED 830~355

CURVE	RADIUS	ARC LEN.	CHORD BRG.	CHORD LEN.
C1	76.50'	76.02'	N42°30'31"E	72.93'
C2	83.50'	108.65'	N33°41'56"E	101.15'
C3	76.50'	23.52'	N05°13'38"E	23.42'
C4	83.50'	131.16'	N30°57'59"W	118.09'
C5	93.50'	146.87'	S30°57'59"E	132.23'
C6	66.50'	20.44'	S05°13'38"W	20.36'
C7	93.50'	121.67'	S33°41'56"W	113.26'
C8	66.50'	66.08'	S42°30'31"W	63.40'

LINE	BEARING	DISTANCE
L1	N75°56'56"W	10.00'
L2	N14°02'23"E	9.63'
L3	N70°58'36"E	81.57'
L4	N03°34'45"W	29.91'
L5	N14°02'01"E	55.72'
L6	N75°57'59"W	51.81'
L7	N14°02'01"E	24.83'
L8	S49°22'00"E	33.13'
L9	S75°57'59"E	22.19'
L10	S14°02'01"W	55.72'
L11	S03°34'45"E	29.91'
L12	S70°58'36"W	81.57'
L13	S14°02'26"W	9.63'

ACCESS
 EASEMENT

UTILITY EASEMENT
 0.137 AC. ±

POB
 UTILITY EASEMENT
 N: 2674721.51
 E: 934667.12

RED BROOK ROAD
 (PUBLIC ROW)



UTILITY EASEMENT SKETCH

Parcel ID: 104-0002-0000

PREPARED BY AND
AFTER RECORDING, SEND TO:
Blue Sky Towers III, LLC
352 Park Street, Suite 106
North Reading, MA 01846

FIRST AMENDMENT TO MEMORANDUM OF LEASE AGREEMENT

This **FIRST AMENDMENT TO MEMORANDUM OF LEASE AGREEMENT** (this “First **Amendment to Memorandum of Lease**”) is made as of _____, 2022 (the “**Effective Date**”) by and between the Town of Mashpee, a Massachusetts Municipal Corporation (“**Landlord**”), whose address is 16 Great Neck Road North, Mashpee, MA 02649, and Blue Sky Towers III, LLC, d/b/a BSTMA III, LLC, a Delaware limited liability company (“**Tenant**”), whose principal business address is 352 Park Street, Suite 106, North Reading, MA 01864 (collectively the “**Parties**”, and each a “**Party**”).

BACKGROUND

WHEREAS, Landlord is the fee simple owner of certain real property located at 101 Red Brook Rd, Mashpee, Barnstable County, MA 02649, having the Tax ID Number 104-0002-0000 (“**Property**”).

WHEREAS, Landlord and Tenant, are parties to a certain Lease Agreement dated October 27, 2017 (the “**Lease**”), as evidenced by that Memorandum of Lease dated October 27, 2017, and recorded February 20, 2019, as Book 31843, Page 324, in the Barnstable County Recorder of Deeds (the “**Memorandum of Lease**”), whereby Landlord leased to Tenant a certain Premises (further described below) on the Property to install, operate, and maintain telecommunications facilities; and

WHEREAS, Pursuant to a certain Assignment and Assumption Agreement, dated January 12, 2018, Blue Sky Towers, LLC, d/b/a BSTMA, LLC assigned all its right, title, and interest in and to Lease to its successor-in-interest Blue Sky Towers II, LLC, d/b/a BSTMA II, LLC; and

WHEREAS, Pursuant to a certain Assignment and Assumption Agreement, dated October 1, 2019, Blue Sky Towers II, LLC, d/b/a BSTMA II, LLC assigned all its right, title, and interest in and to the Lease to its successor-in-interest, Blue Sky Towers III, LLC d/b/a BSTMA III, LLC; and

WHEREAS, Landlord and Tenant have amended the Lease by a certain First Amendment to Lease Agreement dated _____, 2022 and pursuant thereto desire to amend the Memorandum of Lease as provided herein; and

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the foregoing, as well as other good and valuable consideration, the receipt and sufficiency which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. **Background Recitals.** The Background recitals hereinabove are true and correct and are incorporated herein by this reference.
2. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Memorandum of Lease.
3. **Amended Legal Descriptions.** The legal descriptions of the Premises described in **Exhibit 1** of the Memorandum of Lease are amended as follows: **Exhibit 1** to the Memorandum of Lease is hereby deleted in its entirety and replaced with **Exhibit 1-A** attached hereto and made a part hereof. All references to "**Exhibit 1**" in the Memorandum of Lease shall be deleted and replaced with "**Exhibit 1-A**". The term "Premises" in the Memorandum of Lease shall mean the Premises described in **Exhibit 1-A** of this First Amendment to Memorandum of Lease.
4. **Recording.** The Parties agree to execute this First Amendment to Memorandum of Lease in recordable form, and that it shall be recorded.
5. **Other Terms and Conditions of Memorandum of Lease Remain.** In the event of any inconsistencies between the Memorandum of Lease and this First Amendment to Memorandum of Lease, the terms of this First Amendment to Memorandum of Lease shall control. Except as expressly set forth in this herein, the Memorandum of Lease is otherwise unmodified and remains in full force and effect. Each reference in the Memorandum of Lease to itself shall be deemed also to refer to this First Amendment to Memorandum of Lease.
6. **Counterparts.** This First Amendment to Memorandum of Lease may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

[Signature pages to follow]

[Signatures continued from the previous page]

TENANT:

d/b/a BSTMA III, LLC

James Rech,
President & Chief Executive Officer

COUNTY OF MIDDLESEX

On this the ____ day of _____ 2022, before me, the undersigned Notary Public, personally appeared JAMES RECH, which were a Massachusetts Drivers 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 as President & CEO for BLUE SKY TOWERS III, LLC d/b/a BSTMA III, LLC, a Delaware limited liability company.

WITNESS my hand and official seal.

Signature: _____

Print Name: _____

My commission expires: _____

(Seal)

BST Site Number: MA-5112
BST Site Name: Mashpee

EXHIBIT 1-A
PREMISES

LEASE AREA

Beginning at the southeast corner of the lease area herein described at Mass. State Plane Coordinate
N:2675050.45, E:934727.93 (ftus), thence;

N 75°57'59" W a distance of 100.00' to a point, thence;

N 14°02'01" E a distance of 100.00' to a point, thence;

S 75°57'59" E a distance of 100.00' to a point, thence;

S 14°02'01" W a distance of 100.00' to the point of beginning, having an area of 10,000 square feet or
0.230 acres, more or less.

BST Site Number: MA-5112

BST Site Name: Mashpee

LEASE AREA
0.230 AC. ±

POB LEASE
N: 2675050.45
E: 934727.93

LOCUS
104-2
101 RED BROOK ROAD
N/F
TOWN OF MASHPEE
DEED 830~355

ACCESS
EASEMENT

UTILITY
EASEMENT

RED BROOK ROAD
(PUBLIC ROW)

0 50' 100'

LEASE AREA SKETCH

ACCESS EASEMENT

Beginning at the southwest corner of the easement area herein described at Mass. State Plane
Coordinate N:2674727.22, E:934644.32 (ftus), thence;

N 14°02'26" E a distance of 9.62' to a point, thence;

Along a curve to the right with an arc length of 89.44', with a radius of 90.00', with a chord bearing of N 42°30'31" E, with a chord length of 85.80' to a point, thence;

N 70°58'36" E a distance of 81.57' to a point, thence;

Along a curve to the left with an arc length of 91.09', with a radius of 70.00', with a chord bearing of N 33°41'56" E, with a chord length of 84.80' to a point, thence;

N 03°34'45" W a distance of 29.91' to a point, thence;

Along a curve to the right with an arc length of 27.67', with a radius of 90.00', with a chord bearing of N 05°13'38" E, with a chord length of 27.56' to a point, thence;

N 14°02'01" E a distance of 55.72' to a point, thence;

Along a curve to the left with an arc length of 93.00', with a radius of 70.00', with a chord bearing of N 24°01'35" W, with a chord length of 86.31' to a point, thence;

Along a compound curve to the left with an arc length of 27.20', with a radius of 15.00', with a chord bearing of S 65°58'25" W, with a chord length of 23.62' to a point, thence;

S 14°02'01" W a distance of 5.39' to a point, thence;

N 75°57'59" W a distance of 50.00' to a point, thence;

N 14°02'01" E a distance of 42.00' to a point, thence;

S 75°57'59" E a distance of 51.81' to a point, thence;

Along a curve to the right with an arc length of 141.37', with a radius of 90.00', with a chord bearing of S 30°57'59" E, with a chord length of 127.28' to a point, thence;

S 14°02'01" W a distance of 55.72' to a point, thence;

Along a curve to the left with an arc length of 21.52', with a radius of 70.00', with a chord bearing of S 05°13'38" W, with a chord length of 21.43' to a point, thence;

S 03°34'45" E a distance of 29.91' to a point, thence;

Along a curve to the right with an arc length of 117.11', with a radius of 90.00', with a chord bearing of S 33°41'56" W, with a chord length of 109.02' to a point, thence;

S 70°58'36" W a distance of 81.57' to a point, thence;

Along a curve to the left with an arc length of 69.56', with a radius of 70.00', with a chord bearing of S 42°30'31" W, with a chord length of 66.73' to a point, thence;

S 14°02'26" W a distance of 9.63' to a point, thence;

N 75°56'56" W a distance of 20.00' to the point of beginning, having an area of 12,417 square feet or 0.285 acres, more or less.

BST Site Number: MA-5112

BST Site Name: Mashpee

LEASE
AREA

LOCUS
104-2
101 RED BROOK ROAD
N/F
TOWN OF MASHPEE
DEED 830~355

CURVE	RADIUS	ARC LEN.	CHORD BRG.	CHORD LEN.
C1	90.00'	89.44'	N42°30'31"E	85.80'
C2	70.00'	91.09'	N33°41'56"E	84.80'
C3	90.00'	27.67'	N05°13'38"E	27.56'
C4	70.00'	93.00'	N24°01'35"W	86.31'
C5	15.00'	27.20'	S65°58'25"W	23.62'
C6	90.00'	141.37'	S30°57'59"E	127.28'
C7	70.00'	21.52'	S05°13'38"W	21.43'
C8	90.00'	117.11'	S33°41'56"W	109.02'
C9	70.00'	69.56'	S42°30'31"W	66.73'

LINE	BEARING	DISTANCE
L1	N14°02'26"E	9.62'
L2	N70°58'36"E	81.57'
L3	N03°34'45"W	29.91'
L4	N14°02'01"E	55.72'
L5	S14°02'01"W	5.39'
L6	N75°57'59"W	50.00'
L7	N14°02'01"E	42.00'
L8	S75°57'59"E	51.81'
L9	S14°02'01"W	55.72'
L10	S03°34'45"E	29.91'
L11	S70°58'36"W	81.57'
L12	S14°02'26"W	9.63'
L13	N75°56'56"W	20.00'

POB
ACCESS EASEMENT
N: 2674727.22
E: 934644.32

RED BROOK ROAD
(PUBLIC ROW)

ACCESS EASEMENT
0.285 AC. ±

UTILITY
EASEMENT



ACCESS EASEMENT SKETCH

UTILITY EASEMENT

Beginning at the southeast corner of the easement area herein described at Mass. State Plane
Coordinate N:2674721.51, E:934667.12 (ftus), thence;

N 75°56'56" W a distance of 10.00' to a point, thence;

N 14°02'23" E a distance of 9.63' to a point, thence;

Along a curve to the right with an arc length of 76.02', with a radius of 76.50', with a chord bearing of N
42°30'31" E, with a chord length of 72.93' to a point, thence;

N 70°58'36" E a distance of 81.57' to a point, thence;

Along a curve to the left with an arc length of 108.65', with a radius of 83.50', with a chord bearing of N
33°41'56" E, with a chord length of 101.15' to a point, thence;

N 03°34'45" W a distance of 29.91' to a point, thence;

Along a curve to the right with an arc length of 23.52', with a radius of 76.50', with a chord bearing of N
05°13'38" E, with a chord length of 23.42' to a point, thence;

N 14°02'01" E a distance of 55.72' to a point, thence;

Along a curve to the left with an arc length of 131.16', with a radius of 83.50', with a chord bearing of N
30°57'59" W, with a chord length of 118.09' to a point, thence;

N 75°57'59" W a distance of 51.81' to a point, thence;

N 14°02'01" E a distance of 24.83' to a point, thence;

S 49°22'00" E a distance of 33.13' to a point, thence;

S 75°57'59" E a distance of 22.19' to a point, thence;

Along a curve to the right with an arc length of 146.87', with a radius of 93.50', with a chord bearing of S
30°57'59" E, with a chord length of 132.23' to a point, thence;

S 14°02'01" W a distance of 55.72' to a point, thence;

Along a curve to the left with an arc length of 20.44', with a radius of 66.50', with a chord bearing of S
05°13'38" W, with a chord length of 20.36' to a point, thence;

S 03°34'45" E a distance of 29.91' to a point, thence;

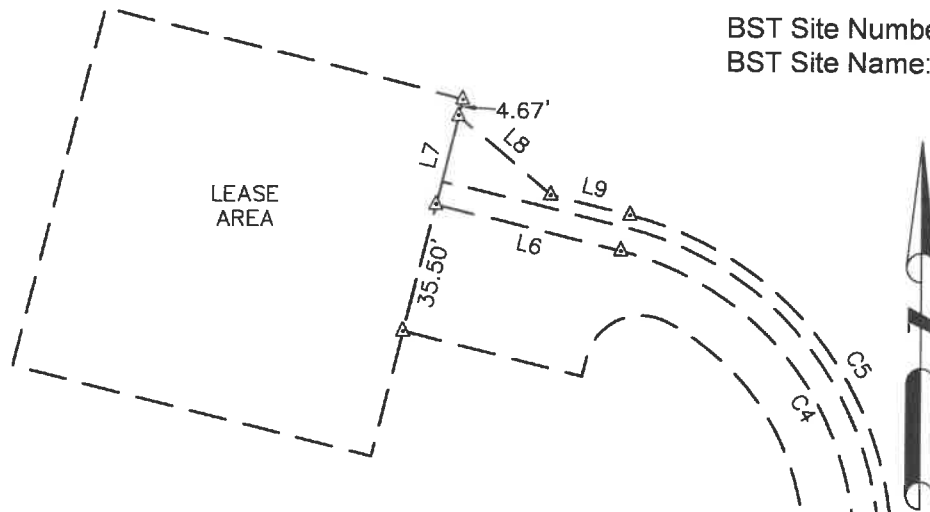
Along a curve to the right with an arc length of 121.67', with a radius of 93.50', with a chord bearing of S
33°41'56" W, with a chord length of 113.26' to a point, thence;

S 70°58'36" W a distance of 81.57' to a point, thence;

Along a curve to the left with an arc length of 66.08', with a radius of 66.50', with a chord bearing of S
42°30'31" W, with a chord length of 63.40' to a point, thence;

S 14°02'26" W a distance of 9.63' to the point of beginning, having an area of 5,978 square feet or 0.137
acres, more or less.

BST Site Number: MA-5112
 BST Site Name: Mashpee



LOCUS
 104-2
 101 RED BROOK ROAD
 N/F
 TOWN OF MASHPEE
 DEED 830~355

ACCESS
 EASEMENT

CURVE	RADIUS	ARC LEN.	CHORD BRG.	CHORD LEN.
C1	76.50'	76.02'	N42°30'31"E	72.93'
C2	83.50'	108.65'	N33°41'56"E	101.15'
C3	76.50'	23.52'	N05°13'38"E	23.42'
C4	83.50'	131.16'	N30°57'59"W	118.09'
C5	93.50'	146.87'	S30°57'59"E	132.23'
C6	66.50'	20.44'	S05°13'38"W	20.36'
C7	93.50'	121.67'	S33°41'56"W	113.26'
C8	66.50'	66.08'	S42°30'31"W	63.40'

LINE	BEARING	DISTANCE
L1	N75°56'56"W	10.00'
L2	N14°02'23"E	9.63'
L3	N70°58'36"E	81.57'
L4	N03°34'45"W	29.91'
L5	N14°02'01"E	55.72'
L6	N75°57'59"W	51.81'
L7	N14°02'01"E	24.83'
L8	S49°22'00"E	33.13'
L9	S75°57'59"E	22.19'
L10	S14°02'01"W	55.72'
L11	S03°34'45"E	29.91'
L12	S70°58'36"W	81.57'
L13	S14°02'26"W	9.63'

UTILITY EASEMENT
 0.137 AC. ±

POB
 UTILITY EASEMENT
 N: 2674721.51
 E: 934667.12

RED BROOK ROAD
 (PUBLIC ROW)



UTILITY EASEMENT SKETCH

LICENSE TO ENTER AND USE REAL PROPERTY
(101 RED BROOK ROAD, MASHPEE)

This instrument is a license by and between the Town of Mashpee, acting by and through its Select Board, with an address of 16 Great Neck Road North, Mashpee, MA, (the "Licensor") and Eversource Energy, with an address of 50 Duchaine Blvd., new Bedford, MA 02745, (the "Licensee").

Whereas, Licensor is the owner of a parcel of real property identified as **101 Red Brook Rd. Mashpee, MA** and further identified as Map 104, Parcel 2-0 on the Mashpee Assessors Maps, as further shown on the plan appended hereto as Attachment 'A' (the "Premises").

Whereas, the Licensee desires to enter upon the Premises for the limited purpose and use described in Section 1.D below:

Now therefore, Licensor hereby grants to Licensee the non-exclusive right to enter and use the Premises subject to the following terms and conditions:

1. LICENSE DATA

A.) Date of License: August 22, 2022

B.) Mailing Address of Licensor: Mashpee Select Board
c/o Town Manager
Mashpee Town Hall
16 Great Neck Road North
Mashpee, MA 02649

C.) Mailing Address of Licensee: Eversource Energy
Theresa M. Feuersanger
Supervisor, Engineering Rights and Permits
50 Duchaine Blvd, New Bedford,
Massachusetts 02745

D.) Permitted Use: The Licensee is permitted to enter, occupy and use the Premises identified herein for the purpose of the construction, installation, repair, replacement (at the same or different times), operation, control and maintenance of high and low voltage electric transmission and communication lines and related facilities, including lines for the transmission of intelligence and telephone service, including all poles, wires, cables, foundations, anchors, guys, braces, fittings, equipment and appurtenances over, under, across and upon the Premises, as may be necessary and convenient for this purpose.

Entry and use are specifically, but not exclusively, granted to the Licensee, its contractors, agents, representatives, employees, invitees and permittees, solely for the above-stated Permitted Use and for all purposes and uses incidental thereto within, along, over, under and across the Premises.

E.) Term of License: August 22, 2022 through December 31, 2022, unless otherwise terminated by the parties as provided in Paragraph 10, herein. The parties may extend the term of the lease for an additional period upon mutually agreed terms unless otherwise terminated under the provisions provided in Paragraph 10 herein.

F.) License Fee: The Licensee shall pay to the Town an annual fee of \$ 1.00, the first such annual fee to be paid upon execution hereof.

2. RIGHTS APPURTENANT

The Licensee shall have, appurtenant to the License hereby granted, the non-exclusive use of the Premises, in common with all others entitled thereto, only for the purposes of the Permitted Use defined in Section 1.D. Licensee shall not use or occupy the Premises for any other purpose.

3. CONDITION OF PREMISES

Licensee acknowledges and agrees that it accepts the Premises in as is condition for the purpose of this License, and that Licensor has made no representation or warranty regarding the fitness of the Premises for the Permitted Use.

4. IMPROVEMENTS TO THE PROPERTY

Licensee shall, undertake and complete, at its sole expense, all improvements, and repairs necessary to render the Premises suitable and secure for the purposes of this License, subject to the approval of the Licensor, including, but not limited to site clean up, construction of adequate ingress/egress, re-surfacing and fencing of the Premises. All improvements installed on the Premises by the Licensee shall be and remain the Licensee's property.

5. CONDUCT OF LICENSEE

A.) Compliance with Laws

Licensee shall at all times perform the Permitted Use in accordance with all applicable laws, statutes, ordinances, bylaws, regulations, permits, licenses, orders, and requirements of governmental authorities and with all requirements of its insurance policies.

B.) Repair of Damage

Licensee will neither cause nor suffer any waste of the Premises and shall maintain the Premises in good order and repair at all times.

C.) Security

Licensor is not responsible for the security of the Premises, or any fixtures, equipment, machinery, vehicles, or other personal property placed thereon by or upon permission of the Licensee, each of which shall, under the express terms hereof, be the sole responsibility of Licensee.

D.) Costs of Operations

Unless otherwise expressly agreed by the parties, in writing, the Licensee shall be solely responsible for any and all costs and expenses associated with the exercise of its rights under the License and the cost of any repairs to the Premises, as determined by the Licensor, made necessary by the actions of the Licensee.

6. RISK OF LOSS

Licensee agrees that it shall use and occupy the Premises at its own risk, and the Licensor shall not be liable to Licensee for any injury or death to persons entering the Premises pursuant to the License, or loss or damage to vehicles, equipment, structures, or other personal property of any nature whatsoever of the Licensee, or of anyone claiming by or through any of them, that are brought upon the Premises pursuant to the License.

7. INDEMNIFICATION

Except to the extent that such claim results from the negligence or willful misconduct of the Licensor, its employees, agents or contractors, Licensee agrees to indemnify, defend, and hold harmless the Licensor against any claim by any person for any injury or death to persons or loss or damage to property relating in any way to Licensee's exercise of its rights under this License. Nothing herein shall be construed to impose on the Licensee any liability for indirect, consequential, punitive or other special damages.

8. INSURANCE

The Licensee shall procure and provide evidence of liability insurance policies to the Licensor in such amounts and in such form as is acceptable to the Licensor. Said liability insurance policies shall cover and indemnify the Licensee and Licensor with respect to any injury, damage, loss or impairment to property or persons, including death, resulting from or caused by the acts, actions or omissions of the Licensee, its agents, employees, consultants, invitees or representatives while on the Premises. The Town of Mashpee shall maintain, in its name only, such liability insurance coverage relating to the Premises as is in effect as of the commencement of this License, provided, however, that such liability insurance coverage shall be deemed waived and the Town and its insurers shall be subrogated to the full extent that any claim asserted against the Licensee or Licensor as a result of any act, action or omission of the Licensee, its agents, employees, consultants, contractors, sub-contractors, invitees or representatives is defended and indemnified by the Licensee's insurance as required hereunder.

9. RIGHTS OF LICENSOR TO ENTER

The Licensor reserves the right, and the Licensee shall permit the Licensor, or those otherwise specifically authorized by the Licensor, to enter upon and use the Premises at any time and for any and all purposes at Licensor's sole discretion, provided that Licensor's use shall not interfere with Licensee's Permitted Use.

10. TERMINATION

This License is terminable at any time by the Licensor or the Licensee, with or without cause, upon sixty (60) days written notice to the other party. This License shall also terminate upon the recording of an instrument at the Barnstable County Registry of Deeds by which the Town of Mashpee grants an easement or such other proprietary right or interest in the Premises for the same purposes for which this License is issued.

11. NO ESTATE CREATED

This License shall not be construed as creating or vesting in Licensee any estate in the Premises or any interest in real property.

12. MISCELLANEOUS

This License may not be modified except in writing, duly executed by both parties.

- 1) This License contains the entire agreement of the parties and there are no other agreements or understandings between the parties regarding the subject matter of the License.
- 2) The Licensee is not authorized to bind or involve the Licensor in any contract or to incur any liability for or on the part of the Licensor; likewise, the Licensor, its employees, agents, contractors, or invitees, are not authorized to bind or involve the Licensee in any contract or to incur any liability for or on the part of the Licensee.
- 3) If any portion of this License is declared to be illegal, unenforceable, or void, then all parties to this License shall be relieved of all obligations under that portion; provided, however, that the remainder of this License shall be enforced to the fullest extent permitted by law.
- 4) The captions in this License are inserted for convenience of reference only and in no way define, describe, or limit the scope or intent of this License or any of the provisions thereof.
- 5) This License shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, and any and all legal actions brought in connection with this License shall be brought in courts within the Commonwealth of Massachusetts.

This License shall take effect as a sealed instrument as of the execution date noted below.

LICENSOR: TOWN OF MASHPEE

By: _____
Its: Chair, Select Board

Dated: August 22, 2022

Approved as to form: /s/ *Patrick J. Costello*
Town Counsel

LICENSEE: EVERSOURCE ENERGY

By: _____

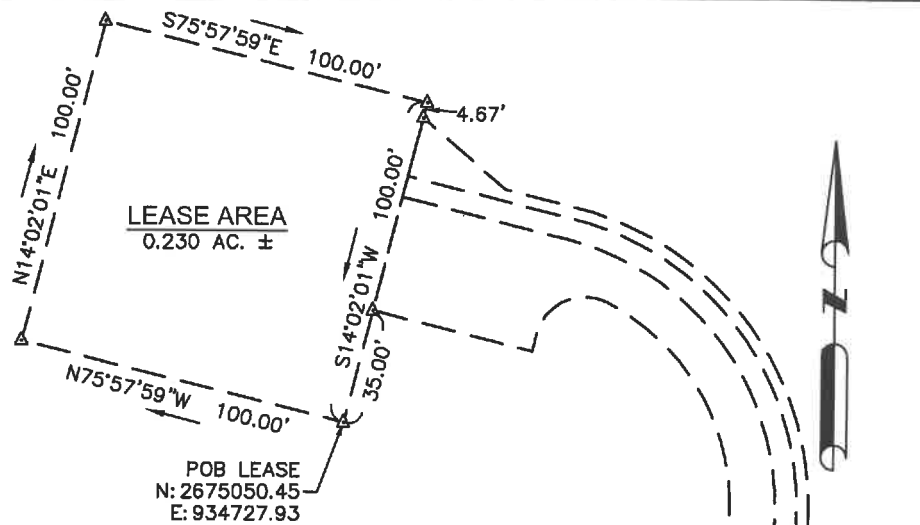
Its: Supervisor, Engineering Rights and Permits

Dated: _____, 2022

Mashpee/License

ATTACHMENT A

SITE PLAN



LOCUS
104-2
101 RED BROOK ROAD
N/F
TOWN OF MASHPEE
DEED 830~355

UTILITY EASEMENT
ACCESS EASEMENT

RED BROOK ROAD
(PUBLIC ROW)



LEASE AREA SKETCH

LEASE AREA

Beginning at the southeast corner of the lease area herein described at Mass. State Plane Coordinate N:2675050.45, E:934727.93 (ftus), thence;

N 75°57'59" W a distance of 100.00' to a point, thence;

N 14°02'01" E a distance of 100.00' to a point, thence;

S 75°57'59" E a distance of 100.00' to a point, thence;

S 14°02'01" W a distance of 100.00' to the point of beginning, having an area of 10,000 square feet or 0.230 acres, more or less.

ACCESS EASEMENT SKETCH

ACCESS EASEMENT

Beginning at the southwest corner of the easement area herein described at Mass. State Plane
Coordinate N:2674727.22, E:934644.32 (ftus), thence;

N 14°02'26" E a distance of 9.62' to a point, thence;
Along a curve to the right with an arc length of 89.44', with a radius of 90.00', with a chord bearing of N
42°30'31" E, with a chord length of 85.80' to a point, thence;
N 70°58'36" E a distance of 81.57' to a point, thence;
Along a curve to the left with an arc length of 91.09', with a radius of 70.00', with a chord bearing of N
33°41'56" E, with a chord length of 84.80' to a point, thence;
N 03°34'45" W a distance of 29.91' to a point, thence;
Along a curve to the right with an arc length of 27.67', with a radius of 90.00', with a chord bearing of N
05°13'38" E, with a chord length of 27.56' to a point, thence;
N 14°02'01" E a distance of 55.72' to a point, thence;
Along a curve to the left with an arc length of 93.00', with a radius of 70.00', with a chord bearing of N
24°01'35" W, with a chord length of 86.31' to a point, thence;
Along a compound curve to the left with an arc length of 27.20', with a radius of 15.00', with a chord
bearing of S 65°58'25" W, with a chord length of 23.62' to a point, thence;
S 14°02'01" W a distance of 5.39' to a point, thence;
N 75°57'59" W a distance of 50.00' to a point, thence;
N 14°02'01" E a distance of 42.00' to a point, thence;
S 75°57'59" E a distance of 51.81' to a point, thence;
Along a curve to the right with an arc length of 141.37', with a radius of 90.00', with a chord bearing of S
30°57'59" E, with a chord length of 127.28' to a point, thence;
S 14°02'01" W a distance of 55.72' to a point, thence;
Along a curve to the left with an arc length of 21.52', with a radius of 70.00', with a chord bearing of S
05°13'38" W, with a chord length of 21.43' to a point, thence;
S 03°34'45" E a distance of 29.91' to a point, thence;
Along a curve to the right with an arc length of 117.11', with a radius of 90.00', with a chord bearing of S
33°41'56" W, with a chord length of 109.02' to a point, thence;
S 70°58'36" W a distance of 81.57' to a point, thence;
Along a curve to the left with an arc length of 69.56', with a radius of 70.00', with a chord bearing of S
42°30'31" W, with a chord length of 66.73' to a point, thence;
S 14°02'26" W a distance of 9.63' to a point, thence;
N 75°56'56" W a distance of 20.00' to the point of beginning, having an area of 12,417 square feet or
0.285 acres, more or less.

LEASE
AREA

LOCUS
104-2
101 RED BROOK ROAD
N/F
TOWN OF MASHPEE
DEED 830~355

CURVE	RADIUS	ARC LEN.	CHORD BRC.	CHORD LEN.
C1	76.50'	76.02'	N42°30'31"E	72.93'
C2	83.50'	108.65'	N33°41'56"E	101.15'
C3	76.50'	23.52'	N05°13'38"E	23.42'
C4	83.50'	131.16'	N30°57'59"W	118.09'
C5	93.50'	146.87'	S30°57'59"E	132.23'
C6	66.50'	20.44'	S05°13'38"W	20.36'
C7	93.50'	121.67'	S33°41'56"W	113.26'
C8	66.50'	66.08'	S42°30'31"W	63.40'

LINE	BEARING	DISTANCE
L1	N75°56'56"W	10.00'
L2	N14°02'23"E	9.63'
L3	N70°58'36"E	81.57'
L4	N03°34'45"W	29.91'
L5	N14°02'01"E	55.72'
L6	N75°57'59"W	51.81'
L7	N14°02'01"E	24.83'
L8	S49°22'00"E	33.13'
L9	S75°57'59"E	22.19'
L10	S14°02'01"W	55.72'
L11	S03°34'45"E	29.91'
L12	S70°58'36"W	81.57'
L13	S14°02'26"W	9.63'

ACCESS
EASEMENT

UTILITY EASEMENT
0.137 AC. ±

POB
UTILITY EASEMENT
N: 2674721.51
E: 934667.12

RED BROOK ROAD
(PUBLIC ROW)

0 50' 100'
UTILITY EASEMENT SKETCH

UTILITY EASEMENT

Beginning at the southeast corner of the easement area herein described at Mass. State Plane
Coordinate N:2674721.51, E:934667.12 (ftus), thence;

N 75°56'56" W a distance of 10.00' to a point, thence;

N 14°02'23" E a distance of 9.63' to a point, thence;

Along a curve to the right with an arc length of 76.02', with a radius of 76.50', with a chord bearing of N
42°30'31" E, with a chord length of 72.93' to a point, thence;

N 70°58'36" E a distance of 81.57' to a point, thence;

Along a curve to the left with an arc length of 108.65', with a radius of 83.50', with a chord bearing of N
33°41'56" E, with a chord length of 101.15' to a point, thence;

N 03°34'45" W a distance of 29.91' to a point, thence;

Along a curve to the right with an arc length of 23.52', with a radius of 76.50', with a chord bearing of N
05°13'38" E, with a chord length of 23.42' to a point, thence;

N 14°02'01" E a distance of 55.72' to a point, thence;

Along a curve to the left with an arc length of 131.16', with a radius of 83.50', with a chord bearing of N
30°57'59" W, with a chord length of 118.09' to a point, thence;

N 75°57'59" W a distance of 51.81' to a point, thence;

N 14°02'01" E a distance of 24.83' to a point, thence;

S 49°22'00" E a distance of 33.13' to a point, thence;

S 75°57'59" E a distance of 22.19' to a point, thence;

Along a curve to the right with an arc length of 146.87', with a radius of 93.50', with a chord bearing of S
30°57'59" E, with a chord length of 132.23' to a point, thence;

S 14°02'01" W a distance of 55.72' to a point, thence;

Along a curve to the left with an arc length of 20.44', with a radius of 66.50', with a chord bearing of S
05°13'38" W, with a chord length of 20.36' to a point, thence;

S 03°34'45" E a distance of 29.91' to a point, thence;

Along a curve to the right with an arc length of 121.67', with a radius of 93.50', with a chord bearing of S
33°41'56" W, with a chord length of 113.26' to a point, thence;

S 70°58'36" W a distance of 81.57' to a point, thence;

Along a curve to the left with an arc length of 66.08', with a radius of 66.50', with a chord bearing of S
42°30'31" W, with a chord length of 63.40' to a point, thence;

S 14°02'26" W a distance of 9.63' to the point of beginning, having an area of 5,978 square feet or 0.137
acres, more or less.

GOALS 2022-23

- **PRIORITY – SEWER CONSTRUCTION:** Continue to oversee design and construction of wastewater treatment facility and collection system. Work with GHD, EP and Weston & Sampson to award construction contracts on or before September 30, 2022, begin construction in fall of 2022 and make progress toward successful completion of Phase 1 of Clean Water Plan.
- **PRIORITY - ENFORCEMENT:** Enhance enforcement of state laws, town bylaws and other regulations under the jurisdiction of town departments. Ensure department heads are taking appropriate action to properly enforce violations. Report to Board on the strategy and provide enforcement summaries to the Board on a regular basis.
- **PRIORITY: Collective Bargaining:** Initiate collective bargaining with all ten units and endeavor to reach settlements to provide wages, benefits and conditions that are fair, reasonable and sustainable for the Town.
- **DNR Facility:** Finish transition of two units – Mercantile Way for the purpose of providing full DNR operations and support at new facility and complete offices moving from Town Hall and Police Station. (Shellfish Lab)
- **Town Hall:** Finish realignment of office space for functional operations to include Finance Team and inspections in central location.
- **Town Seal:** Continue the changeover at buildings, door seals, patches, logos and other materials or uniforms with the new Town Seal.
- **Town Bylaws:** Review with staff and relevant groups to recommend consideration of proposed bylaws resulting in reduced nitrogen loading. Recommend to Select Board and Town Meeting.
- **Parking Lots and Enforcement:** Evaluate parking in town lots, control of such spaces with designated residential parking. Establish fines consistent with regional structure and advocate enforcement of parking regulations with recommendations to Select Board.
- **151 Project:** Ensure project continues with minimal disruptions to traffic and with restrictions outlined by the Select Board.
- **Water Quality:** Continue to work with DNR for the purpose of mitigating identified problems at Santuit Pond. Oversee and develop initiatives to improve water quality at all major surface waters in town. Ensure deployment of three new RBR water quality instruments in Santuit Pond, Mashpee-Wakeby Pond and Mashpee River.
- **Community Park:** Continue to work with DPW to finish Veteran's monument.
- **Affordable Housing:** Conduct assessment of residential, commercial, conservation and other open space for purpose of identifying potential affordable housing parcels and coordinate with authorities such as Planning to deliver a proposal.

Terrie M. Cook
Administrative Assistant
(508) 539-1401
tmcook@mashpeema.gov



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

MEMORANDUM

Date: August 17, 2022

To: Town Manager Rodney C. Collins;
Chair David Weeden and Honorable Members of the Select Board

From: Administrative Assistant Terrie M. Cook

Re: DRAFT #2 October 17, 2022 Town Meeting Warrant

Town Counsel has reviewed all of the warrant articles and his comments and edits have been incorporated into the articles. There are fifteen articles that were submitted on or before July 11, 2022 (14-Departments; 1-petition)

The articles are not numbered, the page numbers and a brief description of each article appears below:

<u>Page #</u>	<u>Submitted by:</u>	<u>Brief Description</u>
1	Treasurer	\$1.48 Million-Wastewater Stabilization to temp borrowing
1	Treasurer	\$1.016 Million –WIIF to temp borrowing
2	Finance Director	\$8,400-cover shortfall planning salary accounts
2	Fire Department	\$22,000- cover shortfall in fire salary accounts
2-8	Planning Board	Floodplain Zone overlay
9-11	Planning Board	Definitions Floodplain Management 174-3.1
11-12	Public Works	Stormwater Asset Management Plan Project
12	Library Trustees	Circulation Supervisor from 34.5 to 37.5 hours per week
12-13	DNR	Santuit Pond horsepower restriction
13	DNR	Mooring Regulations – late fee structure
13-21	DNR	Wetlands Bylaw Fertilizer, Flood Zone, Buffer Zone
21-24	DNR	Nitrogen Control Bylaw – Clarification, Recommendations
24-25	DNR	Waterways Regulations – Adoption of CMR/Ch. 90 B – Ch. 170
25-26	Community Preservation	10% Reserves transfer – CPA Funds M.G.L. Chapter 44B, §6
26	Petition Article	Step one – Road Taking South Cape Homeowner’s Association

Thank you.

**TOWN OF MASHPEE
MASHPEE HIGH SCHOOL
500 OLD BARNSTABLE ROAD
MASHPEE, MA 02649
ANNUAL TOWN MEETING
MONDAY, OCTOBER 17, 2022**

Barnstable, ss:

Greetings to the Constables of the Town,

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and summon the inhabitants of the Town of Mashpee who are qualified to vote in the elections to meet at the Mashpee High School on Monday, the 17th day of October 2022 at 7:00 p.m. for the following purposes:

To act on the articles contained in the following Warrant:

Article:

To see if the Town will vote to appropriate and transfer the sum of \$1,480,000 (amount to be determined) from the Wastewater Stabilization Fund to the Temporary borrowing outside 2 ½, or take any other action relating thereto.

Submitted by the Town Treasurer

Explanation: This article, along with article #_, is for the purpose paying off the Bond Anticipation Note (BAN) that is coming due in May 2023 along with interest. (Requires a 2/3 vote)

The Board of Selectmen recommends approval of Article by a vote of
The Finance Committee recommends approval of Article by a vote of

Article:

To see if the Town will vote to appropriate and transfer the sum of \$1,016,775 (amount to be determined) from the Wastewater Infrastructure Investment Fund (WIIF) to the Temporary borrowing outside 2 ½, or take any other action relating thereto.

Submitted by the Town Treasurer

Explanation: This article, along with article #_ is for the purpose paying off the Bond Anticipation Note (BAN) that is coming due in May 2023 along with interest.

The Board of Selectmen recommends approval of Article by a vote of
The Finance Committee recommends approval of Article by a vote of

Article:

To see if the Town will vote to appropriate and transfer the sum of \$8,400 from revenue available for appropriation with said funds to be distributed as follows: \$2,964 to the Planning Temporary Wage account, \$5,236 to the Planning Full Time Clerical Salary account and \$200 to the Medicare Expense account, or take any other action relating thereto.

Submitted by the Finance Director

Explanation: This article is to provide additional funds to cover a shortfall in the Planning Department salary accounts.

The Board of Selectmen recommends approval of Article by a vote of
The Finance Committee recommends approval of Article by a vote of

Article:

To see if the Town will vote to appropriate and transfer the sum of \$22,000 from revenue available for appropriation with said funds to be distributed as follows: \$21,685 to the Fire Department Management Salary account, and \$315 to the Medicare expense account, or take any other action relating thereto.

Submitted by the Fire Department

Explanation: This article is to provide additional funds to cover a shortfall in the Fire Department Salary account.

The Board of Selectmen recommends approval of Article by a vote of
The Finance Committee recommends approval of Article by a vote of

Article: (REVISED DRAFT ARTICLE INSERTED FROM TOWN COUNSEL EMAIL ON 7-27-22)

To see if the Town will vote to repeal Article XI (Floodplain Zone Provisions) of the Zoning Bylaw in its entirety and replace it with a new Article XI (Floodplain Zone Overlay) to read as follows:

§174-58 Purpose and Intent

The purpose of the Floodplain Zone Overlay is to:

- 1) Ensure public safety through reducing the threats to life and personal injury
- 2) Eliminate new hazards to emergency response officials
- 3) Prevent the occurrence of public emergencies resulting from water quality, contamination, and pollution due to flooding
- 4) Avoid the loss of utility services which if damaged by flooding would disrupt or shut down the utility network and impact regions of the community beyond the site of flooding
- 5) Eliminate costs associated with the response and cleanup of flooding conditions
- 6) Reduce damage to public and private property resulting from flooding waters

§174-59 Use of FEMA Maps and Supporting Studies

The Floodplain District is herein established as an overlay district. The District includes all special flood hazard areas within Mashpee's designated as Zone A, AE, AH, AO, A99, V, or VE on the Barnstable County Flood Insurance Rate Map (FIRM) dated July 6, 2021 issued by the Federal Emergency Management Agency (FEMA) for the administration of the National Flood Insurance Program. The exact boundaries of the District shall be defined by the 1%-chance base flood elevations shown on the FIRM and further defined by the Barnstable County Flood Insurance Study (FIS) report dated July 6, 2021. The FIRM and FIS report are incorporated herein by reference and are on file with the Town Clerk, Planning Board, Building Official, Conservation Commission and GIS/E911 Coordinator.

§174-60 General provisions

Permits for new construction, alteration of structures or other development (any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations), within the A and V Zones as designated on Flood Insurance Rate Maps dated July 6, 2021, and the Flood Insurance Study dated July 6, 2021, which are on file with the Town Clerk, Planning Board and Building Inspector, shall be approved subject to other laws and bylaws applicable thereto and to the following provisions. Definitions of terms used herein or relevant hereto are set forth in §174-3.1 of this Bylaw.

§174-60.1 Disclaimer of Liability

The degree of flood protection required by this bylaw is considered reasonable but does not imply total flood protection.

§174-60.2 Severability

If any specific and segregable section, provision, or portion of this bylaw is deemed to be unconstitutional, invalid or unenforceable by a court, all other sections or provisions of the bylaw shall remain in full force and effect.

§174-60.3 Designation of community Floodplain Administrator

The Town of Mashpee hereby designates the Building Commissioner to be the official Floodplain Administrator for the Town.

§174-60.4 Requirement to submit new technical data

If the Town acquires data that changes the base flood elevation in the FEMA mapped Special Flood Hazard Areas, the Town will, within 6 months of such acquisition, notify FEMA of these changes by submitting the technical or scientific data that supports the change(s). Such notification shall be submitted to:

FEMA Region I Risk Analysis Branch Chief
99 High St., 6th floor, Boston, MA 02110

And copy of notification to:

Massachusetts NFIP State Coordinator
MA Dept. of Conservation & Recreation
251 Causeway Street, Boston, MA 02114

§174-61 Compliance with State Building Code and Other Laws/Regulations

Any New Construction or substantial improvement to be undertaken within said zones shall be in accordance with applicable requirements of the Massachusetts State Building Code, 780 CMR, as amended. The Building Commissioner shall review all proposed developments within the flood zones to assure that all necessary permits and/or approvals which are obtainable at the time of such review have been issued by those governmental agencies from which such permits/approvals are required by federal or state law or regulation, including applicable provisions of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. § 1334.

§174-61.1 Permit requirements

The Town of Mashpee requires a permit for all proposed construction or other development in the floodplain overlay district, including New Construction or changes to existing buildings and Structures, placement of manufactured homes, placement of agricultural facilities, fences, sheds, storage facilities or drilling, mining, paving and any other development that might increase flooding or adversely impact flood risks to other properties.

§174-61.2 Variances to Building Code Floodplain Standards

In the event that a Variance is requested from the state Building Code Appeals Board, the Town will request from said Board a written and/or audible copy of the portion of the hearing related to the Variance, and will maintain this record in the files of the Building Commissioner.

The Town shall also issue an official executed written notice to the property owner regarding potential impacts to the annual premiums for the flood insurance policy covering the subject property noting that: (i) the issuance of a Variance to construct a structure below the base flood level will result in increased premium rates for flood insurance in amounts as high as \$25 for \$100 of insurance coverage and (ii) such construction below the base flood level increases risks to life and property.

Such notification shall be maintained with the record of all Variance actions for the referenced development in the Floodplain Overlay District.

§174-61.3 Variances to local Zoning Bylaws related to compliance with the National Flood Insurance Program (NFIP)

A Variance from these floodplain bylaws issued by the Zoning Board of Appeals must meet the variance requirements established by State law, and may only be granted if:

1. Good and sufficient cause and exceptional non-financial hardship exist;
2. the Variance will not result in additional threats to public safety, extraordinary public expense, or fraud or victimization of the public; and
3. the Variance is the minimum action necessary to afford relief.

§174-61.4 Historic District Procedures

Qualifying Historic Structures listed as defined in §174-3.1 are exempt from only those substantial improvement modifications which would alter the historic character of the building. All other substantial improvement modifications must be completed in accordance herewith.

§174-62 Subdivisions

All Subdivision proposals shall be designed to ensure that:

1. All public utilities and facilities are located and constructed to minimize or eliminate flood damage; and
2. Adequate drainage is provided to reduce exposure to flood hazards.
3. Such proposals minimize flood damage.

§174-62.1 Base Flood Elevation Data for Subdivision Proposals

When proposing subdivisions or other developments including more than 50 lots or 5 acres in area, the proponent must provide technical data to determine base flood elevations for each developable parcel shown on the design plans.

§174-62.2 Manufactured Home Parks and Subdivisions

Notwithstanding the applicable provisions of the Massachusetts State Building Code within Zone AE, for new manufactured home parks and manufactured home subdivisions and for existing manufactured home parks and manufactured home subdivisions where the repair, reconstruction or improvement of the streets, utilities and pads equals or exceeds fifty percent (50%) of the value of the streets, utilities and pads before the repair, reconstruction or improvement has commenced:

1. lots are to be elevated on pilings or a flood compliant solid wall foundation so that the lowest floor of the manufactured home will be above the base flood elevation in compliance with the Massachusetts State Building Code;
2. adequate surface drainage and access for a hauler must be provided; and,
3. in the instance of elevation on pilings, lots must be large enough to permit steps, piling foundations must be placed in stable soil no more than ten (10) feet apart, and reinforcement must be provided for pilings more than six (6) feet above the ground level.

§174-62.3 Manufactured Homes not in Parks or Subdivisions

Notwithstanding the applicable provisions of the Massachusetts State Building Code, in all manufactured homes to be placed within Zone AE but not into a manufactured home park or manufactured home subdivision:

1. Manufactured Homes must be elevated on pilings or on a solid wall foundation with flood openings so that the lowest floor of the manufactured home will be above the base flood elevation in compliance with the Massachusetts State Building Code.
2. Adequate surface drainage and access for a hauler must be provided.
3. In the instance of elevation on pilings, lots must be large enough to permit steps, piling foundations must be placed in stable soil no more than ten (10) feet apart and reinforcement must be provided for piers more than six (6) feet above ground level.

§174-63 Development Within V Zones

No land within areas designated as V (velocity) Zones on the Federal Emergency Management Agency Flood Insurance Rate Maps shall be developed unless such development is demonstrated, by the application, to be located landward of the reach of the mean high tide. Notwithstanding the applicable provisions of the Massachusetts State Building Code, all new construction and substantial improvement within the V Zones shall be elevated on adequately anchored pilings or columns and securely anchored to such piles or columns so that the lowest portion of the structural members of the lowest floor, excluding the pilings or columns, is elevated above the base flood elevation in compliance with the Massachusetts State Building Code, and certified by a registered professional engineer or architect that the structure is securely anchored to adequately anchored pilings or columns in order to withstand velocity waters and hurricane wave wash.

The following shall be prohibited within said V Zones:

1. Any man-made alteration of sand dunes which might increase the potential for flood damage.
2. Use of fill for structural support for new construction or substantial improvement of structures.
3. Manufactured homes, except in existing manufactured home parks and existing manufactured home subdivisions.

§174-64 Unnumbered A Zones

In A Zones, in the absence of FEMA BFE data and Floodway data, the Building Commissioner shall request from the proponent's registered design professional base flood elevation and Floodway data available from a Federal, State, or other source as criteria for requiring New Construction, substantial improvements, or other development in Zone A as the basis for elevating residential structures to or above base flood level, for floodproofing or elevating nonresidential structures to or above base flood level, and for prohibiting encroachments in floodways.

§174-64.1 Floodway Encroachment

In Zones A, A1-30, and AE, along watercourses that have not had a regulatory floodway designated, the best available Federal, State, local, or other Floodway data shall be used to prohibit encroachments in Floodways which would result in any increase in flood levels within the community during the occurrence of the base flood discharge.

In Zones A1-30 and AE, along watercourses that have a Regulatory Floodway designated on the Town's FIRM encroachments are prohibited in the Regulatory Floodway which would result in any increase in flood levels within the community during the occurrence of the base flood discharge.

§174-64.2 Watercourse Alterations or Alterations in Riverine Areas

In a riverine situation, the Conservation Agent shall notify the following entities/officers of any alteration or relocation of a watercourse:

- Adjacent Communities, especially those located upstream and downstream;
- Bordering States, if affected;
- NFIP State Coordinator

Massachusetts Department of Conservation and Recreation
251 Causeway Street, 8th floor
Boston, MA 02114

- NFIP Program Specialist
Federal Emergency Management Agency, Region I
99 High Street, 6th Floor
Boston, MA 02110

§174-65 AO and AH Zones Drainage Requirements

Within Zones AO and AH on the FIRM, adequate drainage paths must be provided around structures on slopes, to guide floodwaters around and away from proposed structures.

§174-66 Recreational Vehicles

In A1-30, AH, AE Zones, V1-30, VE, and V Zones, all Recreational Vehicles, as defined in §174-3.1, to be placed on a site must be a) elevated and anchored in accordance with the zone's regulations for foundation and elevation requirements, b) be on the site for less than 180 consecutive days, or c) be fully licensed and highway ready.

§174-67 Prohibitions

No person shall fill, place or dump in a floodplain any soil, loam, peat, sand, gravel, rock or other material substance, refuse, trash, rubbish, debris, or dredged material with the exception of landscaping material as allowed under Section §174-67.1 of this bylaw.

No Letters of Map Revision based on Fill (LOMR-Fs) or Letters of Map Amendment Based on Fill (LOMA-F) will be permitted.

§174-67.1 Exceptions to rule prohibiting the use of fill in any flood zone

Landscape material up to two feet in depth at the foundation and tapered to meet grade within ten feet (10) of the foundation shall not be calculated towards grade plane and shall not be considered fill as regulated in §174-67 of this bylaw.

The use of rock for the purposes of reconstructing a revetment or groin shall not be considered fill as regulated by §174-67 of this bylaw. The reconstruction of such structures shall require all permits as required by local, state, and/or federal laws and regulations.

The use of dredged material for beach re-nourishment shall not be considered fill as regulated in §174-67 of this bylaw but shall require all permits as required by local, state, and/or federal laws.

§174-68 More Restrictive Regulations to Apply

The floodplain management regulations found in this Floodplain Overlay District bylaw shall take precedence over any less restrictive conflicting local laws, ordinances or codes.

§174-69 Enforcement

Violations of any section or provision of this Bylaw may be enforced by the institution of enforcement actions, either criminal or civil, legal or equitable or both, or by fines of not more than three hundred (\$300) dollars for each offense. Each day that such offense continues shall constitute a separate offense. For purposes of this Bylaw, the Building Commissioner, and/or his designee, shall be the Town's enforcement officer.

Submitted by the Planning Board

Explanation: This Bylaw will replace in its entirety the Town's current floodplain zone provisions. This update is mandatory to remain in the National Flood Insurance Program. This Bylaw regulates development in the floodplain with supplemental regulations that are not enforced through state requirements, such as the State Building Code and Wetlands Protection Act. The most significant new regulations in this Bylaw pertain to administrative management of permits in the floodplain for the Building and Conservation Departments. This Bylaw also proposes to prohibit the use of fill in all flood zones, which is above and beyond the minimum requirements in all flood zones except V (velocity zones), with the exception of dredged material for beach nourishment or rock (or other material) for the reconstruction of a revetment or groin.

The Board of Selectmen recommends approval of Article by a vote of
The Finance Committee recommends approval of Article by a vote of

Article: (REVISED DRAFT ARTICLE INSERTED FROM TOWN COUNSEL EMAIL ON 7-27-22)

To see if the Town will vote to amend the Zoning Bylaw by adding the following definitions in a new subsection 174-3.1 (Floodplain Management Definitions) as follows:

DEVELOPMENT - any man-made change to improved or unimproved real estate, including but not limited to building or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials. [US Code of Federal Regulations, Title 44, Part 59]

FLOODWAY - The channel of the river, creek or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. [Base Code, Chapter 2, Section 202]

FUNCTIONALLY DEPENDENT USE - a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities. [US Code of Federal Regulations, Title 44, Part 59] Also [Referenced Standard ASCE 24-14]

HIGHEST ADJACENT GRADE - the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure. [US Code of Federal Regulations, Title 44, Part 59]

HISTORIC STRUCTURE - any structure that is:

- (a) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (b) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (c) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
- (d) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - (1) By an approved state program as determined by the Secretary of the Interior or
 - (2) Directly by the Secretary of the Interior in states without approved programs. [US Code of Federal Regulations, Title 44, Part 59]

NEW CONSTRUCTION - Structures for which the start of construction commenced on or after the effective date of the first floodplain management code, regulation, ordinance, or standard adopted by the authority having jurisdiction, including any subsequent improvements to such structures. *New construction includes work determined to be substantial improvement.* [Referenced Standard ASCE 24-14]

RECREATIONAL VEHICLE - a vehicle which is:

- (a) Built on a single chassis;
- (b) 400 square feet or less when measured at the largest horizontal projection;

- (c) Designed to be self-propelled or permanently towable by a light duty truck; and
 - (d) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.
- [US Code of Federal Regulations, Title 44, Part 59]

REGULATORY FLOODWAY - see FLOODWAY.

SPECIAL FLOOD HAZARD AREA - The land area subject to flood hazards and shown on a Flood Insurance Rate Map or other flood hazard map as Zone A, AE, A1-30, A99, AR, AO, AH, V, VO, VE or V1-30. [Base Code, Chapter 2, Section 202]

START OF CONSTRUCTION - The date of issuance for new construction and substantial improvements to existing structures, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement or other improvement is within 180 days after the date of issuance. The actual start of construction means the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of a slab or footings, installation of pilings or construction of columns.

Permanent construction does not include land preparation (such as clearing, excavation, grading or filling), the installation of streets or walkways, excavation for a basement, footings, piers or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main building. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building. [Base Code, Chapter 2, Section 202]

STRUCTURE (for floodplain management purposes) - a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home. [US Code of Federal Regulations, Title 44, Part 59]

SUBSTANTIAL REPAIR OF A FOUNDATION - When work to repair or replace a foundation results in the repair or replacement of a portion of the foundation with a perimeter along the base of the foundation that equals or exceeds 50% of the perimeter of the base of the foundation measured in linear feet, or repair or replacement of 50% of the piles, columns or piers of a pile, column or pier supported foundation, the building official shall determine it to be substantial repair of a foundation. Applications determined by the building official to constitute substantial repair of a foundation shall require all existing portions of the entire building or structure to meet the requirements of 780 CMR. [As amended by MA in 9th Edition BC]

VARIANCE - a grant of relief by a community from the terms of a flood plain management regulation. [US Code of Federal Regulations, Title 44, Part 59]

VIOLATION - the failure of a structure or other development to be fully compliant with the community's flood plain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in §60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided. [US Code of Federal Regulations, Title 44, Part 59]

ZONE A - an area of special flood hazard without water surface elevations determined

ZONE AE - area of special flood hazard with water surface elevations determined

ZONE AH - means areas of special flood hazards having shallow water depths and/or unpredictable flow paths between (1) and (3) feet, and with water surface elevations determined

ZONE AO - means area of special flood hazards having shallow water depths and/or unpredictable flow paths between (1) and (3) ft. *(Velocity flow may be evident; such flooding is characterized by ponding or sheet flow.)*

ZONES X - means areas of minimal or moderate flood hazards or areas of future-conditions flood hazard. *(Zone X replaces Zones B and C on new and revised maps.)*

ZONE V - means area of special flood hazards without water surface elevations determined, and with velocity, that is inundated by tidal floods (coastal high hazard area)

ZONE VE - *(for new and revised maps)* means area of special flood hazards, with water surface elevations determined and with velocity, that is inundated by tidal floods (coastal high hazard area)

Submitted by the Planning Board

Explanation: This Zoning Bylaw amendment would add the definitions that pertain to development in the floodplain as required to remain in the National Flood Insurance Program.

The Board of Selectmen recommends approval of Article by a vote of
The Finance Committee recommends approval of Article by a vote of

Article:

To see if the Town will vote to appropriate and transfer the sum of **\$100,000** from revenue available for appropriation to cover costs associated with the development of a plan that will inventory, assess, and recommend improvement of the Town's stormwater infrastructure, or take any other action relating thereto.

Submitted by the Department of Public Works

Explanation: The Town recognizes the need for a proactive approach to maintaining its stormwater assets. The purpose of this project is to expand upon an existing condition assessment by visiting catch basins, manholes, culverts and drainage pipes that were not previously inspected. Existing GIS data will be updated to include field results for the selected assets. Criticality and risk analyses will be determined for culverts and a 10-year risk-based CIP will be developed for the system. This AMP will provide the Town with an understanding of the condition and vulnerabilities of the drainage system. It will establish a proactive maintenance, repair, and replacement program that will help with budgeting needs.

The Town has received a grant of \$60,000 from the Massachusetts Clean Water Trust for this project. The Town will provide in-kind services valued at \$20,000 and will contribute \$20,000 in a cash match. The terms of the grant agreement requires, however, that the Town appropriate the full project budget of \$100,000. The Town will receive reimbursement of \$60,000 of actual project costs.

The Board of Selectmen recommends approval of Article by a vote of
The Finance Committee recommends approval of Article by a vote of

Article:

To see if the Town will vote to increase the weekly hours of the Library's Circulation Supervisor position from 34.5 hours per week to 37.5 hours per week. The position is already budgeted, and eligible for full health insurance and pension benefits for the current fiscal year, and does not result in the creation of a new position or incur additional benefit costs. The salary for the position would increase overall by \$5,247.99 for the fiscal year, but no additional funding is requested.

Submitted by the Library Board of Trustees

Explanation: At this time, the Library's operating needs dictate increasing our available staff hours to allow us to maintain a full six day schedule, which includes evening and Saturday hours.

In addition, as of July 1, 2022, the Massachusetts Board of Library Commissioners has recognized the Mashpee Public Library as serving a community with a population of 15,060 residents (per the 2020 Census), which moves the Library into a different service category and changes the requirements necessary to maintain state certification. Specifically, the required hours of operation for the Library now increase from a minimum of 40 open hours per week to 50 open hours per week.

The Board of Selectmen recommends approval of Article by a vote of
The Finance Committee recommends approval of Article by a vote of

Article:

To see if the Town will vote to approve additions to the Waterways Regulations Ch. 170 to prohibit the use of motorboats within Santuit Pond to limit potential disturbance and resuspension of sediment into the water column to preserve water quality in the pond that will support other forms of recreation and be protective of public health and safety.

§170-19 Santuit Pond Prohibited Uses

- A. Use of motorized boats within Santuit Pond is prohibited except for vessels owned or operated by an agency of the United States Government, Tribal Government, or by a State, County, City, or Town. This prohibition is intended to limit potential disturbance and resuspension of sediment into the water column resulting from use of motorized boats to protect and preserve water quality in the pond, facilitate other forms of recreational use and preserve public health and safety.

or take any other action relating thereto.

Explanation: Santuit Pond's depth is less than 10 feet throughout the pond and cannot support motors of excessive horsepower. Through the Municipal Vulnerability Preparedness Program (MVP) and the completion of a Watershed Management plan both consultants from Fuss & O'Neil and The Southeast New England Program recommend a horsepower restriction of Santuit Pond to enhance water quality. The recommended change to the Waterways Bylaw is intended to restrict boat use to minimize turbidity and protect water quality, in accordance with recommended changes to Mashpee Boating Rules and Regulations.

Submitted by the Department of Natural Resources

The Board of Selectmen recommends approval of Article by a vote of
The Finance Committee recommends approval of Article by a vote of

Article:

To see if the town will vote to adopt changes to the Mooring Regulations (Section ____) relative to fees as set forth below:

1. Mooring Permit invoices will be sent out each year for the current year after January 1st via email or mail.
2. Mooring Permit renewal payments must be received on or before March 15th of the calendar year to which the Permit relates.
 - a. Mooring renewals received after March 15th (March 16th through March 31st) will be subject to a late fee charge of \$50.00 in addition to the applicable mooring permit fee. An additional invoice for said late fee charge will be sent out via e-mail or mail.
 - b. Any Mooring permit relative to which the renewal fee is not paid in full by March 31st will be revoked due to non-payment of the current year's fee.
 - c. Permit renewal and late fee invoices/notices are issued by the Town as a courtesy only. Non-receipt of an annual mooring permit invoice is not a basis or justification for late payments or non-payment of fees.

or take any other action relating thereto.

Submitted by the Department of Natural Resources

Explanation: The fee structure for late payment will allow the Harbormaster to decline receipt of fee payments after March 31st each year. This will improve operational efficiency and allow the Harbormaster to begin mooring organization pursuant to the recommendations of the Harbor Management Plan that is currently underway.

The Board of Selectmen recommends approval of Article by a vote of
The Finance Committee recommends approval of Article by a vote of

Article:

To see if the Town will vote to approve the following additions and modifications to the Wetlands Bylaw under Ch. 172:

Additions:

§172 _? Restrictions.

- A. Application of fertilizer containing nitrogen or phosphorus is prohibited within resource areas protected by this bylaw (§172-2).

(25) Regulation 25 – Land Subject to Flooding or Inundation by Coastal Flowage (LSCSF)

*(Revised and approved 4/7/05)

C. PERFORMANCE STANDARDS –

- (c) The following activities in V, A, and AE flood zones are prohibited: new construction and new structures; new or expanded coastal engineering structure unless of loose, slope-stone design; impermeable paving for roads, driveways, and parking lots; new or expanded septic, foundations other than open pilings.

(29) REGULATION 29 – Buffer Zones and Naturally Vegetated Buffer Strips

E. Tree Replacement in Buffer Zone

The Conservation Commission allows no loss of trees four inches (4”) in diameter at breast height (dbh) or greater for any activity within Buffer Zone without replacement as follows.

Tree Removed	Replacement Required
Within 100-150 foot Buffer Zone	One to one replacement
Within 0-100 foot Buffer Zone	Two to one replacement

Notes:

1. Replacement tree shall be a minimum of 1.5” – 2” caliper dbh.
2. Species shall be native to Barnstable County according to the Vascular Plants of Massachusetts: A County Checklist (Melissa Dow Cullina, Bryan Connolly, Bruce Sorrie, and Paul Somers).
3. Shrubs species may be permitting unless specifically authorized by the Commission. If permitted, the shrub replacement ration shall be higher than the respective tree replacement ratio.
4. Trees are to be planted as close as reasonably possible to the location of the removed tree.
5. Replacement trees shall survive at least two growing seasons with a full survival rate. If survival rate is not achieved, species selection may be changed.

If tree replacement is not feasible due to site constraints, or other circumstances unique to a specific site, the Commission may accept an in-lieu fee to be paid to the *Conservation (TBD) Account*.

Changes:

§172-2. Jurisdiction.

Except as permitted by the Conservation Commission or as provided in this bylaw, no person shall commence to remove, fill, dredge, build upon, degrade, discharge into, or otherwise alter the following resource areas: any freshwater or coastal wetlands; marshes; wet meadows; bogs; swamps; vernal pools; banks; lakes; ponds; streams; creeks; beaches; dunes; estuaries; the ocean; lands under water bodies; lands subject to flooding or inundation by ground water or surface water; lands subject to tidal action, coastal storm flowage, or flooding; lands within 150 feet of any of the aforesaid resource areas; rivers; and lands within 200 feet of rivers (collectively the “resource areas protected by this bylaw”). Said resources shall be protected whether or not they border surface waters.

§172-5. Notice and Hearings.

- (2) Any person filing a notice of intent with the Commission shall, after being given written notice by the Commission of the time and date of the hearing required, notify all property owners within one hundred fifty 150 feet of the boundary of the property on which the work is proposed, according to the most recent records of the Assessors, including those property owners across a way or a body of water and in another municipality, of said hearing. Said notice shall be by certified mail, return receipt requested, and shall be received by said abutters no less than five (5) days prior to the date of the hearing. Said notice shall be in a form prescribed by the Commission, shall specify the time and date of said hearing, shall describe the proposed activity and the location thereof and shall state where the application and plans may be examined by interested parties. The Commission and/or its Agent, at its discretion, may require the applicant to notify (in the same aforementioned manner) additional property owners, to include all property owners within three hundred (300) feet of the boundary of the property on which the work is proposed. If such additional notification is deemed necessary by the Commission, notice of such shall be provided to the applicant with the written notice of the time and date of the hearing for said notice of intent.

§172-8. Permits, Determinations and Conditions.

- (1) Lands within 150 feet of specific resource areas, and lands within 200 feet of rivers, are presumed important to the protection of these resources because activities undertaken in close proximity to wetlands, rivers, streams, lakes, ponds, creeks, estuaries, the ocean and/or other resource areas have a high likelihood of adverse impact upon them, either immediately, as a consequence of construction, or over time, as a consequence of daily operation or existence of activities. These adverse impacts from construction and use can include, without limitation, erosion, siltation, loss of groundwater recharge, poor water quality, and loss of wildlife habitat. The Commission therefore may require that the applicant maintain a continuous naturally vegetated buffer strip (NVBS) within the aforesaid 150 foot Buffer Zone (or 200 feet for rivers) area with the aim of minimizing adverse impacts to resource areas and the wetland values of Chapter 172. (This requirement will not preclude access pathways through said NVBS, as determined by regulations for this Chapter.) Said NVBS shall be a minimum of 50 feet in width unless the applicant convinces the Commission (as per the provisions of Section 12 of this Chapter) that:
 - a) The NVBS (or part of it) may be disturbed and/or diminished without harm to the values protected by this Chapter, or
 - b) That reducing the scope of work/alteration is not possible.

Regulation 3 (3): Specificity of Work Descriptions:

The work description (item 6 on page 1 of the Notice of Intent package) shall be **complete and inclusive of all alterations proposed. Failure to do so may result in delays, hindrances to approval and even the possibility of enforcement actions and revocation of a permit.** All work/alterations (including structures) to be done in or within 150 feet of a resource area must be:

- a. specifically described in item 6, as described above.
- b. specifically described in any accompanying narratives submitted as part of the Notice of Intent.
- c. specifically shown on accompanying plans (plot plans, site plans, etc.)
- d. plans and/or documents NOT specifically listed in item 6 on page 1 of the Notice of Intent package shall not be considered part of said NOI. Therefore, any alterations/work described in documents not so listed shall not be considered as part of any permitted work/alterations allowed under any Order of Conditions issued.

Regulation 3 (6): Plan Requirements:

A 150-foot line from the most landward of any of these above cited resource areas must be shown on the plan. Both the 100 and 200 foot lines should be shown for rivers. State Certified Vernal Pools and/or State designated (mapped) rare species areas as identified on the most recent MNH&ESP Estimated Habitat Maps

- CZM designated Barrier Beaches
- Shellfish beds
- Eelgrass beds (see additional requirements for docks and piers)
- Mapped DEM Restricted Areas (refer to Map and Number)

Regulation 3 (7): Additional Requirements for Delineating Coastal or Inland Banks:

For delineation of the above Resource Areas, and/or determination of alteration impacts to any areas within 150 feet of the above resource areas, the Commission may require plan view and cross-sections showing transects depicting:

- the area being delineated (showing the slope profile)
- the linear distance used to calculate the slope profile
- the location of this linear distance
- contour and/or spot elevation intervals used

When may these provisions not apply?

Here are some principle examples of when these provisions, at the discretion of the Conservation Commission or its agents, may not apply:

- When any illegal or unauthorized activities occurring in the 50 foot buffer zone could potentially have been issued a permit, had the required permit been requested by the appropriate filing. This is principally for activities that would meet the "Guidelines for Activities within Naturally Vegetated Buffer Strips (NVBS)". In such a circumstance all applicable permits shall be obtained and after-the-fact filing fees shall be paid.
- When any illegal or unauthorized activities occur in the 50 to 150 foot buffer zone, these provisions may be waived if a satisfactory mitigation plan is agreed to by the owner or their agent.
- When only minor compensatory planting is required for a project to be approved, some or all of these provisions may be waived.

C. PERFORMANCE STANDARDS: The physical characteristics and location of coastal banks are critical to the protection of the wetland values specified in section 172-1 of the Mashpee Wetlands Protection Bylaw.

Activities, which will result in the building within or upon, removing, filling and/or altering (as defined in section 172-9 of the Mashpee Wetlands Protection Bylaw) of a Coastal Bank or within 50 feet of said Bank, may be permitted if necessary for access to beach/water, including visual access, if the activity will not induce cumulative impairment of said Critical Characteristics. The following projects (activities) may qualify:

- the maintenance of an already existing and lawful structure
- the construction of an elevated walkway for access to a water body at the lower boundary of said bank (or to a lawful dock on said water body). Such walkway shall have no adverse effects other than blocking sunlight from the underlying vegetation for a portion of each day. Such structure shall be constructed in such a way that its surface area and design shall allow the maximum possible amount of sunlight to penetrate and reach the underlying vegetation.
- vista pruning, subject to a Notice of Intent and issuance of an Order of Conditions.
- any other activity (on a single lot) which alters up to 5% of the bank (square footage) or 100 square feet (whichever is less) if the applicant has demonstrated to the satisfaction of the Commission that such alteration will not have any adverse effects (including erosion and the creation of channelized sedimentation) on the wetland values expressed in 172-2 of the Bylaw.

Any proposed work permitted by the Commission on a coastal bank or within 150 feet of such bank, other than as permitted above, shall not destroy any portions of the existing bank, nor shall the work impair the bank's ability to perform any of the functions expressed in the CRITICAL CHARACTERISTICS AND PRESUMPTIONS OF SIGNIFICANCE as expressed in part B above.

Pursuant to the above, the Commission may, at its discretion, require, as per the guidelines adopted by the Commission for M.G.L. Ch. 44, s.53G, require any applicant proposing work on a coastal bank, an analysis of the specific proposal vis-à-vis any or all of the issues cited in part B above.

No new bulkhead, revetment, seawall, groin or other coastal engineering structure shall be permitted on or within 150 feet of a coastal bank, except that such a coastal engineered structure shall be permitted when required to prevent storm damage to buildings constructed prior to August 10, 1978 or constructed pursuant to a Notice of Intent (issued under MGL 131, section 40) filed prior to August 10, 1978, including reconstruction of such buildings subsequent to the effective date of these regulations, provided that the following requirements are met:

- a coastal engineering structure or modification thereto shall be designed and constructed so as to minimize, using best available measures, adverse effects on adjacent or nearby coastal beaches due to changes in wave action, and
- the applicant demonstrates that no method of protecting the building other than the proposed coastal engineering structure is feasible.
- protective planting designed to reduce erosion may be permitted.
- the applicant provides sufficient evidence that the building was constructed pursuant to a Notice of Intent filed before August 10, 1978.

Any project on a Coastal Bank or within 150 feet of the top of a coastal bank, other than a structure permitted under 310 CMR 10.24 (7)(a), shall not have an adverse effect due to wave action on the movement of sediment from the coastal bank to coastal beaches or land subject to tidal action of flooding, and shall not have an adverse effect on the stability of a coastal bank.

The Order of Conditions and the Certificate of Compliance for any project within 150 feet of the top of a coastal bank permitted by the Commission under this Bylaw shall contain this specific condition: "Section....of the Wetlands Regulations promulgated under the Mashpee Wetlands Protection Bylaw (Chapter 172 of the Mashpee Code) requires that no coastal engineering structure, such as bulkhead, revetment, groin or seawall shall be permitted at any time in the future to protect the project allowed by this permit".

(17) REGULATION 17 – Coastal Resource Areas

Except as specifically provided by these regulations, the Commission shall not permit any work on coastal resource areas, or within 150 feet of resources areas, that will impair the resource area's functional characteristics.

(18) REGULATION 18 – Inland Banks (revised and approved March 3, 2005)

(A) DEFINITION: An Inland Bank is a sloping (1:4 or steeper slope ratio*) portion of the land surface which: (1) confines and/or abuts a waterbody and/or freshwater wetland, or, (2) without touching a freshwater wetland, is within 150 feet of said wetland.

*(1 foot vertical change in 4 feet of horizontal change, i.e. "run")

C. PERFORMANCE STANDARDS – The physical characteristics and location of Inland Banks are critical to the protection of the wetland values specified in section 172-1 of the Mashpee Wetlands Protection Bylaw.

Any proposed work and/or activity on an Inland Bank, or within 150 feet of the top of the bank, shall not impair or destroy the following:

1. the physical stability of the bank;
2. the water carrying capacity of the existing channel within the bank;
3. ground water and surface water quality;
4. the capacity of the Bank to provide breeding habitat, escape cover and food for fisheries and terrestrial and/or aquatic birds, mammals, reptiles, amphibians and invertebrates.

Any other activity (on a single lot) which alters up to 500 square feet of said bank shall be permitted only when it is demonstrated by the applicant that such alteration shall have no adverse effect on the wetland values as expressed in 172-9 of the Bylaw. Any proposed work permitted by the Commission on an inland bank or within 150 feet of such bank, other than as permitted above, shall not destroy any portions of that bank, nor shall the work impair the functional capacity or values of the bank as described in the foregoing (B).

(19) REGULATION 19 – Freshwater Wetlands

A. CRITICAL CHARACTERISTICS AND PRESUMPTIONS OF SIGNIFICANCE:

Freshwater Wetland vegetation supports a wide variety of insects and other invertebrates, reptiles, amphibians, mammals and birds. Many of these are an important food source for important game fish such as members of the Salmonidae, Centrarchidae, Percidae, Serranidae and Esocidae families.

Freshwater Wetlands, together with land within 150 feet of such vegetated wetlands, serve to moderate and alleviate thermal shock and pollution resulting from runoff from impervious surfaces which may be detrimental to wildlife, fisheries and shellfish downstream of the freshwater vegetated wetland.

B. PERFORMANCE STANDARDS:

The physical characteristics and location of Freshwater Wetlands are critical to the protection of the wetland values specified in section 172-1 of the Mashpee Wetlands Protection Bylaw. Any proposed work permitted by the Commission in a Freshwater Wetland or within 150 feet of such wetland, other than as permitted above, shall not alter any portions of that wetland, nor shall the work impair the wetland's ability to perform any of the functions expressed in the CRITICAL CHARACTERISTICS AND PRESUMPTIONS OF SIGNIFICANCE as expressed in the preceding for Freshwater Wetlands.

DEFINITIONS-

Buffer Zone – that area of land extending one hundred 150 feet horizontally from the boundary of any resource area specified in section 2 of Chapter 172 of the Mashpee Code.

(29) REGULATION 29 – Buffer Zones and Naturally Vegetated Buffer Strips

A. Buffer Zones mean any area of land extending one hundred fifty (150) feet horizontally from the boundary of any resource area specified in section 2 of Chapter 172 of the Mashpee Code, with the exception of the resource area: "lands within 200 feet of rivers". Such "lands within 200 feet of rivers" are a protected resource ..., but have no (150 foot) buffer zone.

B. Naturally Vegetated Buffer Strips (NVBS) (as per section 7.A of Chapter 172) are continuously vegetated areas adjacent to resource areas that serve the purpose of minimizing erosion, siltation, loss of groundwater recharge, poor water quality and loss of wildlife habitat. They are usually at least 50% of the Buffer Zone width (see the language of section 7.A. for exceptions). The Commission may require more than 50% of the Buffer Zone width where conditions on a lot make such possible.

The table below shall be used by the Commission in determining impacts and the widths of NVBS required to carry out the mandates of section 1 of Chapter 172. The Commission shall presume that any NVBS of less than 35 feet will have unacceptable effects upon the wetland values of Chapter 172.

Table 29-1 Naturally Vegetated Buffer Strip Characteristics

NATURALLY VEGETATED BUFFER STRIP (NVBS) (WIDTH IN FEET)	SEDIMENT AND POLLUTION REMOVAL (Approx %)	WILDLIFE HABITAT VALUES ASSOCIATED WITH SPECIFIED NVBS WIDTH
15	50%	Poor habitat value; useful for temporary wildlife activities
35	60%	Minimally protects stream habitat; poor habitat value; useful for temporary activities for wildlife
50	>60%	Minimal general wildlife and avian habitat value
65	70%	Minimal wildlife habitat value; some value as avian habitat
100	70%	May have use as a wildlife travel corridor as well as general avian habitat
165	75%	Minimal general wildlife habitat value
250	80%	Fair-to-good general wildlife and avian habitat value
330	80%	Good, general wildlife habitat value; may protect significant wildlife habitat
650	90%	Excellent general wildlife habitat value; likely to support a diverse wildlife community

Submitted by the Department of Natural Resources

Explanation: The Town of Mashpee initially adopted a wetlands bylaw in 1988, which was incorporated as a section within the Town General Bylaws (Chapter 172). The bylaw language was amended in 1990, 1992, 1995, 1997, 1998, 2001, and 2012. The wetlands regulations promulgated by the bylaw were most recently amended in 2018. The wetlands bylaw and regulations apply to activities within Mashpee's wetlands, related water resources, and adjoining lands which are deemed to have significant or cumulative effect on resource area values and. Mashpee's wetlands bylaw and regulations protects resource areas in addition to those regulated under the Massachusetts Wetlands Protection Act.

The recommended changes to the Chapter 172 – Wetlands Protection Bylaw focus on increasing protections of Buffer Zones, protecting existing vegetation, and limiting impervious area.

The Board of Selectmen recommends approval of Article by a vote of
The Finance Committee recommends approval of Article by a vote of

Article:

To see if the Town will vote to approve the following additions and changes to the Nitrogen Control Bylaw Ch.107 of the Mashpee Town Bylaws.

CHAPTER 107 NUTRIENT CONTROL BYLAW

§107-1 Purpose

A town bylaw to conserve valuable waterways and other resources that increase our property values, that protect our unique environment vital to our economy, and that reduce the financial burden on taxpayers and property owners by regulating the outdoor application of nitrogen and phosphorous on turf. The regulation of fertilizer applications will reduce the overall amount of excess nitrogen and phosphorous entering the town's resource areas as defined in the Mashpee Wetlands Protection Bylaw (§172-2) and regulations promulgated thereunder. Reducing excess phosphorous helps protect the water quality of Mashpee's ponds and streams. Reducing excess nitrogen helps protect and improve water quality of Mashpee's two (2) valuable estuaries-Waquoit Bay and Popponesset Bay-and their associated bays, coves and waterways; as well as Mashpee's many ponds and streams.

This town bylaw is also critical to reducing Mashpee's Total Maximum Daily Load (TMDL) of nitrogen. Mashpee waters do not meet the Clean Water Act standards because of excess nitrogen entering the town's estuaries. The Cape Cod Commission has estimated that reducing nitrogen from outdoor lawn applications to coastal estuaries and embayments by fifty (50) percent could save the taxpayers of Mashpee forty million dollars (\$40,000,000) in sewerage and other wastewater treatment expenses. Scientifically, we know reducing fertilizer application can be done without affecting the quality of turf in Mashpee.

§107-2 Applicability

This bylaw shall apply to and regulate any and all applications of nitrogen and/or phosphorous (phosphate) fertilizer on managed turf areas for areas not protected by the Mashpee Wetlands Protection Bylaw (§172-2) within the Town of Mashpee. Application of fertilizer containing nitrogen or phosphorus is prohibited within resource areas protected by the Mashpee Wetlands Protection Bylaw (§172-2).

§107-4 Exemptions

The following activities shall be exempt from the Performance Standards (§107-5):

- A. Application of fertilizer containing nitrogen or phosphorus for agriculture and horticulture uses; these applications are regulated by the MDAR Fertilizer Regulations.
- B. Application of fertilizer containing nitrogen or phosphorus to gardens, including vegetables and flowers, trees, shrubs, and indoor applications including greenhouses; these applications are regulated by the MDAR Fertilizer Regulations.
- C. Application of fertilizer containing nitrogen or phosphorus for the establishment of new vegetation in the first growing season or repairing of turf in the first growing season after substantial damage.
- D. Application of compost or other similar materials that are primarily organic in nature and are applied to improve the physical condition of the soil.
- E. Compost tea and liquid seaweed applications, including formulas with less than 5% total nitrogen, if and only if applied in a manner that follows label recommendations and/or standard industry recommendations for a foliar application to the point of leaf runoff.

§107-5 Performance Standards

Lawn specifications shall comply with the following standards:

- A. Depth of loam for a new lawn shall be a minimum of 6 inches. This will reduce the potential for nutrients to leach through the soil.
- B. Native, low-growing groundcovers as an alternative to turf grass or sod shall be used to the maximum extent practicable. For areas proposed for lawn, grass seed mixture or sod used to construct the lawn shall consist of no more than 10% Bluegrass (or Kentucky Bluegrass), with the remainder (90% or more) being Ryegrass and Fescues. Proof of the seed/grass mixture, as per the above standards, must be provided to the Commission and approved prior to lawn installation.

All application of nitrogen and/or phosphorus to turf shall comply with the following standards:

- A. The application of nitrogen is prohibited between October 30th and April 14th unless specifically permitted by the Town Board of Health, the Town Conservation Commission, or the Board of Selectmen, as set out below. The application of phosphorous or Phosphorus Containing Fertilizer, with or without nitrogen, is prohibited in all circumstances between December 1st and March 1st. Based on early spring or fall weather conditions, soil temperature and degree of turf emergence from dormancy, or other relevant condition, and using the guidelines of the BMP, the Town Board of Health, the Town Conservation Commission, or the Board of Selectmen may permit earlier or later application of nitrogen, in which case such extended period shall be announced by notice or publication. A working group may be established by the Board of Selectmen or the Conservation Commission to assist in undertaking the duties referenced in this paragraph.

- B. No person shall cause nitrogen and/or phosphorus from any fertilizer application to apply to, or otherwise be deposited on any impervious surface including parking lot, driveway, roadway, sidewalk, frozen soil or ice. Any fertilizer applied, spilled, and/or deposited on any impervious surface, either intentionally or accidentally, must be immediately and completely removed and contained and either legally applied to turf or any other legal site or returned to an appropriate container.
- C. No person shall apply nitrogen and/or phosphorus twenty four (24) hours before or during a heavy rain event or apply nitrogen and/or phosphorus onto saturated ground. An application of nitrogen and/or phosphorus should be watered in with not more than one quarter (0.25") inch of irrigation or natural rain within the next twenty four (24) hour period.
- D. A low-impact/minimum fertilizer lawn-maintenance plan by a professional lawn maintenance company must be submitted to the enforcement authority for approval. Said plan, should at a minimum, provide for:
 - 1) Fertilizer applications shall be "split" (spring and fall, not before April 15 or after November 1); no more than one pound of actual nitrogen per thousand square feet of lawn shall be applied in each application.
 - 2) No more than two pounds of actual nitrogen per thousand square feet of lawn shall be applied annually; see F below.
 - 3) Fertilizer shall be of a slow-release, organic variety.
 - 4) At least one-third of the nitrogen should be in a water insoluble form.
 - 5) Annual reports/receipts from the lawn maintenance company must be provided to the Commission. Said reports should conform to the provisions of a-d above.
- E. No person may purchase and apply, or authorize any person, by way of service contract or other arrangement, to apply any phosphorus containing fertilizer on lawn or nonagricultural turf, except when:
 - 1) a soil test taken not more than three (3) years before the application indicates that additional phosphorus is needed for growth of that lawn or non-agricultural turf; or
 - 2) the phosphorus containing fertilizer is used to establish new lawn or non-agricultural turf on bare ground or as part of renovation of a lawn or non-agricultural turf area. The use of phosphorus for the purposes of establishing a new lawn or nonagricultural turf area, or for renovating an existing lawn or non-agricultural turf is limited to the first (1st) growing season.

- 3) If the soil test indicates that additional phosphorus is needed for growth of a lawn or non-agricultural turf, application of additional phosphorus shall not exceed the UMass Guidelines.
- 4) Any person who applies phosphorus containing fertilizer, shall maintain records for three (3) years of each application made. The following information shall be recorded, when applicable:
 - (a) Name of applicator;
 - (b) Date of application;
 - (c) Address or location description of the application site;
 - (d) Soil test results for management units;
 - (e) Type and amount of phosphorus containing fertilizer applied.
- F. Calibrate fertilizer spreader prior to each use to improve accuracy of desired application rate
- G. Minimize storage of fertilizers outdoors. Storage of fertilizers outdoors is currently prohibited in the Groundwater Protection District.
- H. A subdivision plan shall comply with loading rates from lawn fertilizers as specified in the Zoning Bylaws (§174-27).

Submitted by the Department of Natural Resources

Explanation: Nutrient source control focuses on reducing nitrogen and phosphorous input before nutrients enter surface water or groundwater. Nutrient source control recommendations include prohibiting fertilizer use in specific areas, limiting the application rates and types of fertilizers, and limiting improper disposal of pet waste

The Board of Selectmen recommends approval of Article by a vote of
The Finance Committee recommends approval of Article by a vote of

Article:

To see if the town will vote to approve the following additions to the Use of Waterways Bylaw Ch. 170:

- 1.) All vessels, when operating, must follow the Rules of the Road. VIOLATION \$50
- 2.) Operation of a vessel in a negligent manner that would endanger any person. VIOLATION \$100. The following may be considered negligent operation:
 - A. Jumping the wake of another vessel
 - B. Following a vessel too closely that is towing a person on any water sport device.
 - C. Weaving through congested waterway traffic at speed.
 - D. Intentionally operating a vessel in such a violent manner, that the operator and or passenger(s) are thrown into the water
 - E. Operating at speed with passengers sitting on the bow or gunwales.
- 3.) Operation of a PWC with a modified exhaust system. VIOLATION \$100 (this mirrors 323CMR 4.03:7B 08)

Submitted by the Department of Natural Resources

Explanation:

Rules of the Road: Mashpee Bylaws do not cover the Rules of the Road in many areas. These Rules cover vessel operation from the high seas to inland rivers and waterways. See United States Coast Guard Basic Navigation Rules.

The Rules state that every vessel shall use all available means appropriate to the prevailing conditions to determine if a risk of collision exists. If there is any doubt, such risk shall be deemed to exist. The Rules are designed to tell you what to do when you operate your vessel near other vessels. The purpose of the Rules of the Road is to help you avoid an accident-not to establish responsibility or liability if you get into an accident.

Negligent Operation: Negligent and reckless operation is covered under MGL Ch.90B, but not currently present in Mashpee's Waterways Bylaws. In order for the DNR to effectively enforce this violation a Bylaw must be created. Negligent operation includes jumping the wake of other vessels, following too closely to other vessels, weaving through congested waterway traffic, intentionally operating a vessel in an erratic manner, and bow riding.

PWC Exhaust Modifications: Massachusetts currently restricts Personal Watercrafts (PWC) from modifying their exhaust systems (see 323 CMR 4.03; 7A+B 08). :

(7) Modification. Except as otherwise provided in 323 CMR 4.03(9), no person shall: (a) Remove or modify the exhaust or muffler system of a personal watercraft, or (b) Operate a personal watercraft so modified.

Mashpee is requesting that this be added as a bylaw for enforcement purposes, as no fee structure is associated with Ch.323.

The Board of Selectmen recommends approval of Article by a vote of
The Finance Committee recommends approval of Article by a vote of

Article:

To see if the Town will vote to reserve from the FY 2023 estimated Community Preservation revenues pursuant to the provisions of M.G.L. Chapter 44B, section 6, the following amounts:

\$157,445	10% for Historic purposes
\$157,445	10% for Affordable Housing purposes
\$157,445	10% for Open Space purposes
\$1,062,107	to the FY 2023 Community Preservation Fund Budgeted Reserve

as recommended by the Community Preservation Committee, or take any other action relating thereto.

Submitted by the Community Preservation Committee

Explanation: This article is required annually to set aside the 10% Reserves of the estimated Community Preservation Funds for Open Space/Recreation Purposes, Historic Preservation Purposes and Affordable Housing Purposes and to fund the Budget for Appropriation Reserve.

The Community Preservation Committee voted to approve this article to set aside the 10% Reserves and Budget for Appropriation Reserve to be available for use in fiscal year 2023 as certified by the Finance Director and reflected in the FY 2022 CP-1. The total FY23 appropriation to the 10% Reserves and Budget for Appropriation Reserve is \$1,534,442.

The vote of the Community Preservation Committee was _____ in support of this article.

The Board of Selectmen recommends approval of Article by a vote of
The Finance Committee recommends approval of Article by a vote of

Article:

To see if the Town will vote to authorize and empower the Board of Selectmen to prepare a plan laying out and defining Chickadee Road, Debbie Lane, Manitoba Road, Metacomet Road, Nehoiden Road, Neshobe Road, Pontiac Road, Samoset Road, Wamesit Road, Whipoorwill Circle, and Wills Work Road and to accomplish said purpose and for expenses related thereto, the Town vote to appropriate and transfer from revenue available for appropriation \$80,000* to the South Cape Homeowner's Association Roadways Account, or take any other action relating thereto.

Submitted by Petition

Explanation: This article authorizes the Town to layout and define Chickadee Road, Debbie Lane, Manitoba Road, Metacomet Road, Nehoiden Road, Neshobe Road, Pontiac Road, Samoset Road, Wamesit Road, Whipoorwill Circle, and Wills Work Road and to appropriate funding for that purpose.

The Board of Selectmen recommends approval of Article by a vote of
The Finance Committee recommends approval of Article by a vote of

THIS CONCLUDES THE BUSINESS OF THE ANNUAL TOWN MEETING

And you are hereby directed to serve this Warrant by posting up attested copies thereof, one at the Town Hall, one at the Post Office, and one each on the bulletin boards, thirty days at least before said meeting.

Hereof fail not and make return of this Warrant with your doings thereon to the Town Clerk at the time and place of said meeting.

Given under our hands this 12th day of September in the year two thousand and twenty two.

Per Order of,
Board of Selectmen

David W. Weeden, Chair

John J. Cotton, Vice-Chair

Thomas F. O'Hara, Clerk

Carol A. Sherman

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

MEMORANDUM

Date: August 17, 2022

To: Town Manager Rodney C. Collins;
Chair David Weeden and Honorable Members of the Select Board
From: Administrative Assistant Terrie M. Cook
Re: Proposed Articles to add to the October 17, 2022 Town Meeting Warrant

The following articles are proposed to be placed on the October 17, 2022 Town Meeting warrant:

Article: - Transfer of funds for wastewater consultant

To see if the Town will vote to appropriate and transfer the sum of \$150,000 from revenue available for appropriation to the Wastewater Professional and Technical Expenses Account, or take any other action related thereto.

Submitted by the Board of Selectmen

Explanation: This article is necessary to fund a wastewater consultant for overseeing the Wastewater Management Department as the Town moves forward with the sewerage of the Town.

The Board of Selectmen recommends approval of Article by a vote of
The Finance Committee recommends approval of Article by a vote of

Article: – Easement to Eversource Energy

To see if the Town will vote to authorize the Select Board to grant to Eversource Energy, its respective successors and assigns, a non-exclusive easement conveying the right to locate, relocate, erect, construct, reconstruct, install, operate, maintain, patrol, inspect, repair, replace, alter, change the location of, extend or remove primary wires, transformers, poles and conduits, together with service conductors and other necessary equipment and apparatus along, upon, under, across and over a certain parcel of land situated at 101 Red Brook Road, Mashpee, as further described and shown on Mashpee Assessors Maps, Plat _____, Map _____, and to authorize the Select Board to execute all instruments and do all things necessary to carry out the provisions of this article, or take any other action relating thereto.

Submitted by the Board of Selectmen

Explanation: This article will grant an easement to Eversource Energy to provide the 101 Red Brook Road property with electric utilities.

The Board of Selectmen recommends approval of Article by a vote of
The Finance Committee recommends approval of Article by a vote of

Thank you.